

**BIRMINGHAM CITY COMMISSION AGENDA  
REGULAR MEETING  
JUNE 23, 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. Ethics Board

1. Erik Nygren

To appoint \_\_\_\_\_ as a regular member to the Ethics Board to serve a three-year term to expire June 30, 2028.

To appoint \_\_\_\_\_ as an alternate member to the Ethics Board to serve the remainder of a three-year term to expire June 30, 2026.

B. Greenwood Cemetery Advisory Board

1. Margaret Suter
2. Linda Buchanan

To appoint \_\_\_\_\_ as a regular member to the Greenwood Cemetery Advisory Board serve a three-year term to expire July 6, 2028.

To appoint \_\_\_\_\_ as a regular member to the Greenwood Cemetery Advisory Board serve a three-year term to expire July 6, 2028.

C. Hearing Officer

1. Lawrence J. Lyng

To appoint \_\_\_\_\_ as the Hearing Officer to serve a three-year term to expire June 30, 2028.

D. Museum Board

1. Judith Keefer
2. Patrick Hughes

To appoint \_\_\_\_\_ as a regular member to the Museum Board to serve a three-year term to expire July 5, 2028.

To concur with the City Manager's appointment of Patrick Hughes to the Museum Board, as a regular member who is a business owner, to serve a three-year term to expire July 5, 2028.

|                                                             |
|-------------------------------------------------------------|
| <b>IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA</b> |
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| <b>V. CONSENT AGENDA</b> |
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|                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 regular meeting minutes of June 9, 2025.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 12, 2025 in the amount of \$2,606,56,.48.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 19, 2025 in the amount of \$561,105.82.
- D. Resolution to amend the Schedule of Fees, Charges, Bonds and Insurance as presented and to adopt the revised Public Records Policy, effective July 1, 2025.
- E. Resolution to approve the Birmingham City Commission 2026 meeting schedule as submitted.
- F. Resolution to approve the appropriations and amendments for the fiscal year 2024–2025 Baldwin Public Library budget as follows:

Library Fund:

Revenues:

|                        |                        |           |
|------------------------|------------------------|-----------|
| Draw from Fund Balance | 271.0-000.000-400.0000 | \$ 30,000 |
|------------------------|------------------------|-----------|

Expenditures:

|                    |                        |           |
|--------------------|------------------------|-----------|
| Salaries and Wages | 271.0-790.000-702.0001 | \$ 30,000 |
|--------------------|------------------------|-----------|

- G. Resolution to authorize the City Clerk to complete the Local Government Approval at the request of RH F&B MICHIGAN, LLC to formalize the re-classification of the liquor license from Tavern to Class C with Sunday Sales Permit and Additional Bar Permit.



- H. Resolution to set a public hearing date of July 28, 2025 to consider the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward, to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor.
- I. Resolution to approve the expenditure of \$150,000 for the enhanced bus shelter project as a part of the Oakland County Access to Transit Program, and to approve the acceptance of the grant which is funding \$120,000 of the total cost of the project.

## **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'.

- A. June 2025 City Manager's Report

## **VII. UNFINISHED BUSINESS**

None.

## **VIII. NEW BUSINESS**

- A. Public Hearing for 185 N. Old Woodward – Bell Bistro – Special Land Use Permit Amendment and Final Site Plan & Design Review
  - 1. Resolution to approve the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 185 N. Old Woodward, to permit the modification of the current approved outdoor dining facility in front of the building and increase the number of seats from 4 to 22.
- B. Public Hearing for Lot Division of 1829 Norfolk (Parcel #19-35-480-001)
  - 1. Resolution to approve the lot division of 1829 Norfolk into two parcels with the following condition:
    - 1) The applicant must shift the lot line to the north by a minimum of 3.5 ft. to satisfy the requirements of Chapter 102, Article 3, Sec. 102-53 of the City Code of Ordinances and provide the Planning Department with new surveys reflecting the change.
- C. Public Hearing - Confirmation of SAD Roll 915 Wimbledon Phase 1 Project – Paving
  - 1. Resolution confirming Special Assessment Roll 915 as follows:

WHEREAS, Chapter 94 of the City of Birmingham Code of Ordinances authorizes the City Commission to determine that the whole or any part of the costs of any improvement within the City may be defrayed by a special assessment upon the properties specially benefited; and

WHEREAS, the City of Birmingham is proceeding with the proposed improvement described below and has established a Special Assessment District to defray all or a portion of the costs of such improvement by special assessment against the benefited properties; and

WHEREAS, the City Commission, after the public hearing, has determined that paving Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end, is a necessity and is in the best interest of the residents of the City and will specially benefit the properties included in the Special Assessment District; and

WHEREAS, the City's consulting engineers have prepared the report required by Chapter 94 of the City of Birmingham Code of Ordinances to assist the City Commission in determining the advisability of constructing the Project and paying for all or a portion of the same by creation of a Special Assessment District and the levying of special assessments against the benefited properties and said report has been filed with the City Clerk; and

WHEREAS, the Project is designed and intended to specially benefit all of the properties in the proposed special assessment district by improving the infrastructure and roads described above in this Resolution, thereby allowing said property owners better and safer access and travel on said roads, preserving and increasing property values and protecting said property owners' and their invitees' vehicles among other things, and by improving the water and sanitary sewer services; and

WHEREAS, pursuant to Chapter 94 of the City of Birmingham's Code of Ordinances, the City Commission on April 21, 2025 held the required public hearing on necessity consistent with the required notice and following said public hearing the City Commission determined that the Project was necessary and decided to proceed with the Project and the establishment of the Special Assessment District and scheduled the public hearing on confirmation of the special assessment roll for May 5, 2025; and

WHEREAS, on May 5, 2025, at the City Commission meeting wherein the City Commission, hearing all objections to the assessment roll and conducting the public hearing, determined that the City Commission did not find that the assessment of an 85/15% split was in proportion to the benefits received to the parcels in Phase 1 of Wimbleton Paving Special Assessment District as the City Commission confirmed that Wimbleton is a major road in a residential area that is unimproved; and the City Commission determined that the 85-15% split was not proportional in this particular limited circumstance; and resolved that special assessment roll number 915 be annulled, and directed that a new roll be prepared following the same procedures applicable to the making of the original roll and directing a 50/50% cost split; and

WHEREAS, in accordance with the direction of the City Commission, the City Assessor has prepared the special assessment roll allocating the special assessments to the properties within the Special Assessment District according to law and the directions of the City Commission, and the City Assessor has filed such roll with the City Clerk; and

WHEREAS, the June 23, 2025 public hearing on the possible confirmation of the special assessment roll was set and duly noticed according to law for the purpose of hearing objections with respect to the special assessment roll; and

WHEREAS, on June 23, 2025 the public hearing was conducted by the City Commission in accordance with the notice; and

WHEREAS, Special Assessment Roll, designated Roll No. 915, has been heretofore prepared for Collection; and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party- in-interest of property to be assessed; and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made after the time of construction; and

WHEREAS, the Commission Resolution 05-186-25-5H provided it would meet this 23rd day of June, 2025 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this June 23, 2025, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll.

THEREFORE, BE IT RESOLVED as follows:

1. That Special Assessment Roll No. 915 in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement or upon completion.
2. The City of Birmingham has determined that it is satisfied with the special assessment roll, that the proposed assessments are in proportion to the benefits received or to be received as a result of the Project and that it would be appropriate to approve and confirm the special assessment roll and proceed with the Project.
3. Special Assessment Roll No. 915 in the amount of \$131,381.90 shall be and is hereby adopted and confirmed.
4. The City Clerk is directed to endorse and certify on the special assessment roll the date of this confirmation, which shall be final and conclusive for the purpose of the Project unless the special assessment is properly contested in the Michigan Tax Tribunal within the time and manner provided for by ordinance and State law.

BE IT FURTHER RESOLVED:

1. The special assessment shall be payable in ten (10) payments as provided in Chapter 94 of the Code of the City of Birmingham, with an annual interest rate of eight and one-half percent (8.50%) on all unpaid balances.
2. Special Assessment Roll, designated Roll No. 915, has been heretofore prepared for Collection.

3. Notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in- interest of property to be assessed.
4. The Commission has deemed it practicable to cause payment of the cost thereof to be made after the time of construction.
5. The Commission Resolution 05-186-25-5H provided it would meet on this 23rd day of June, 2025 for the sole purpose of reviewing the assessment roll.
6. At said hearing held this June 23, 2025, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll.

| <b>Sidwell Number</b> | <b>Street Address</b> | <b>Estimated Total Paving SAD Costs</b> |
|-----------------------|-----------------------|-----------------------------------------|
| 1925177022            | 999 TWIN OAKS LN      | \$ 1,003.91                             |
| 1925177023            | 951 TWIN OAKS LN      | \$ 3,522.49                             |
| 1925177024            | 187 WIMBLETON DR      | \$ 4,285.83                             |
| 1925177025            | 175 WIMBLETON DR      | \$ 3,022.54                             |
| 1925177026            | 165 WIMBLETON DR      | \$ 2,413.71                             |
| 1925177027            | 155 WIMBLETON DR      | \$ 2,601.84                             |
| 1925177028            | 139 WIMBLETON DR      | \$ 4,243.00                             |
| 1925180003            | 176 WIMBLETON DR      | \$ 2,502.17                             |
| 1925180004            | 144 WIMBLETON DR      | \$ 8,007.66                             |
| 1925251022            | 175 ABBEY RD          | \$ 1,040.74                             |
| 1925251023            | 147 ABBEY RD          | \$ 7,605.38                             |
| 1925254008            | 205 WIMBLETON DR      | \$ 3,102.19                             |
| 1925254011            | 287 WIMBLETON DR      | \$ 4,551.84                             |
| 1925254012            | 323 WIMBLETON DR      | \$ 3,721.84                             |
| 1925254013            | 341 WIMBLETON DR      | \$ 2,601.84                             |
| 1925254014            | 355 WIMBLETON DR      | \$ 2,601.84                             |
| 1925254015            | 379 WIMBLETON DR      | \$ 2,401.70                             |
| 1925254016            | 421 WIMBLETON DR      | \$ 3,451.70                             |
| 1925254017            | 463 WIMBLETON DR      | \$ 4,896.06                             |
| 1925254019            | 245 WIMBLETON DR      | \$ 2,601.84                             |
| 1925254020            | 269 WIMBLETON DR      | \$ 2,601.84                             |
| 1925255006            | 519 WIMBLETON DR      | \$ 3,789.88                             |
| 1925255007            | 541 WIMBLETON DR      | \$ -                                    |
| 1925256001            | 129 ABBEY RD          | \$ 5,503.89                             |
| 1925256002            | 111 ABBEY RD          | \$ 3,521.90                             |
| 1925257001            | 202 WIMBLETON DR      | \$ 4,996.33                             |

| Sidwell Number | Street Address   | Estimated Total Paving SAD Costs |
|----------------|------------------|----------------------------------|
| 1925257002     | 244 WIMBLETON DR | \$ 3,002.12                      |
| 1925257003     | 266 WIMBLETON DR | \$ 2,521.78                      |
| 1925257004     | 282 WIMBLETON DR | \$ 2,401.70                      |
| 1925257005     | 322 WIMBLETON DR | \$ 2,401.70                      |
| 1925257008     | 380 WIMBLETON DR | \$ 2,401.70                      |
| 1925257012     | 498 WIMBLETON DR | \$ 1,994.01                      |
| 1925257018     | 460 WIMBLETON DR | \$ 2,401.70                      |
| 1925257019     | 420 WIMBLETON DR | \$ 2,401.70                      |
| 1925257020     | 444 WIMBLETON DR | \$ 3,976.70                      |
| 1925257023     | 340 WIMBLETON DR | \$ 4,803.40                      |
| 1925258001     | 520 WIMBLETON DR | \$ 1,994.01                      |
| 1925401001     | PO BOX 3001      | \$ 10,487.42 *                   |

\* City Property - 100% of costs paid by the city \$ 131,381.90

- D. Resolution to award the Wimbledon Phase 1 Project Contract #7-24 (P) to Eminent Excavating LLC in the amount of \$3,644,249.50 plus a 10% construction contingency for a total of \$4,008,674.45. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all insurance and bond requirements by Eminent Excavating LLC. Funding for this project has been budgeted in the following accounts:

| Fund Account              | Fund ID Num.           | Project Award  | 10% Cont.    | Total          |
|---------------------------|------------------------|----------------|--------------|----------------|
| Sidewalk Gap Closure Fund | 101.0-444.000-981.0100 | \$54,545.45    | \$65,454.55  | \$60,000.00    |
| Major Street Fund         | 202.0-449.001-981.0100 | \$411,628.50   | \$41,162.85  | \$452,791.35   |
| Sewer Fund                | 590.0-537.000-981.0100 | \$1,880,595.55 | \$188,059.55 | \$2,068,655.10 |
| Water Fund                | 591.0-544.000-981.0100 | \$1,297,480.00 | 129,748.00   | \$1,427,228.00 |

AND

To approve the appropriation and amendment of the budget as follows:

Sewer Fund:

Revenues:

|                        |                        |           |
|------------------------|------------------------|-----------|
| 590.0-000.000-400.0000 | Draw from Net Position | \$624,360 |
| Total Revenue          |                        | \$624,360 |

Expenditures:

|                        |                     |           |
|------------------------|---------------------|-----------|
| 590.0-537.000-981.0100 | Public Improvements | \$624,360 |
| Total Expenses         |                     | \$624,360 |

Water Fund:

Revenues:

|                        |                        |           |
|------------------------|------------------------|-----------|
| 591.0-000.000-400.0000 | Draw from Net Position | \$364,700 |
| Total Revenue          |                        | \$364,700 |

Expenditures:

|                        |                    |           |
|------------------------|--------------------|-----------|
| 591.0-544.000-981.0100 | Public Improvement | \$364,700 |
| Total Expenses         |                    | \$364,700 |

- E. Resolution to approve the playground layout design for Pumphouse Park and purchase of playground equipment through Landscape Structures, Inc. with Sourcewell cooperative purchase pricing in the amount of \$85,159.57, and the installation of the equipment by Penchura, LLC in the amount of \$68,258.00 for a total purchase price of \$153,417.57. Funds are available in the Parks System Construction Fund, account #408.2-901.751-979.0000.

AND

To approve the playground layout design for West Lincoln Well & Park and purchase of playground equipment through Landscape Structures, Inc. with Sourcewell cooperative purchase pricing in the amount of \$118,552.53, and the installation of the equipment by Penchura, LLC in the amount of \$105,638.00 for a total purchase price of \$224,190.53. Funds are available in the Parks System Construction Fund, account #408.2-901.751-979.0000.

AND

To affirm maintaining the name Pumphouse Park, and adopting a resolution to approve a name change for West Lincoln Well & Park to West Lincoln Park.

- F. Resolution to approve two five-year agreements with HydroCorp for Commercial and Residential Cross Connection Control Programs in the amounts not to exceed \$96,600.11 for the Commercial Program, and \$643,897.84 for the Residential Program. In addition, to authorize the Mayor and City Clerk to sign the agreements on behalf of the City. Funding for both projects has been budgeted in account #591-537.007-811.0000.
- G. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.
- H. Commission discussion on items from a prior meeting.  
1. Subsidized Parking

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| <b>IX. REMOVED FROM CONSENT AGENDA</b> |
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| <b>X. COMMUNICATIONS</b> |
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- A. Communications regarding the Village Fair  
B. Communications regarding special assessments  
C. Communications regarding Shirley and Arlington

## **XI. REPORTS**

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
  - 1. Change Order – Chester Garage Accent Paint
  - 2. Complex Public/Private Partnerships

### 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](tel:2485301880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).*



## NOTICE OF INTENTION TO APPOINT TO THE ETHICS BOARD

At the regular meeting of Monday, June 23, 2025, the Birmingham City Commission intends to appoint one regular member to the Board of Ethics to serve a three-year term to expire June 30, 2028 and one alternate member to serve the remainder of a three-year term to expire June 30, 2026.

Interested citizens may submit an application available at the City Clerk's office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the City Clerk's office on or before noon on Wednesday, June 18, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

### Board Duties

Board members are to serve as an advisory body for the purposes of interpreting the Code of Ethics. The board consists of three members and two alternate members who serve without compensation. The members shall be residents and have legal, administrative or other desirable qualifications.

### Applicant(s) Presented for City Commission Consideration:

| <b>Applicant Name</b> | <b>Qualifications</b>                                                                                                       |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------|
|                       | Applicants shall be residents and have legal, administrative or other desirable qualifications.                             |
| Erik Nygren           | 34-month resident with a Master's degree in Public Administration who currently works as a Federal law enforcement officer. |

### SUGGESTED ACTION:

To appoint \_\_\_\_\_ as a regular member to the Ethics Board to serve a three-year term to expire June 30, 2028.

To appoint \_\_\_\_\_ as an alternate member to the Ethics Board to serve the remainder of a three-year term to expire June 30, 2026.

*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.*





Mya Brown &lt;mbrown@bhamgov.org&gt;

## FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#64]

'Wufoo' via Clerks Office &lt;ClerksOffice@bhamgov.org&gt;

Thu, May 1, 2025 at 10:56 AM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

|                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board/Committee of Interest                                                                                                                                                             | Ethics                                                                                                                                                                                                                                                                                                     |
| Specific Category/Vacancy on Board (see below)                                                                                                                                          | Primary or Alternate                                                                                                                                                                                                                                                                                       |
| Name                                                                                                                                                                                    | Erik Nygren                                                                                                                                                                                                                                                                                                |
| Residential Address                                                                                                                                                                     |  1574 Maryland Blvd<br>Birmingham, Michigan 48009<br>United States                                                                                                                                                        |
| Phone Number *                                                                                                                                                                          | (630) 631-3820                                                                                                                                                                                                                                                                                             |
| 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. | <a href="mailto:erikjnygren@gmail.com">erikjnygren@gmail.com</a>                                                                                                                                                                                                                                           |
| Length of Residence                                                                                                                                                                     | 34 months                                                                                                                                                                                                                                                                                                  |
| Occupation                                                                                                                                                                              | Federal Law Enforcement                                                                                                                                                                                                                                                                                    |
| Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.                                                                           | As a law enforcement officer since 2011 I have experience interpreting laws and policies as well as ensuring they are appropriately applied with consideration to the intent of the law. Throughout my career I also have experience drafting and applying internal policies for offices within my agency. |
| List your related employment experience                                                                                                                                                 | I have been a government employee since 2011, working first for the City of Alexandria, Virginia as a Police Officer (2011-2016) and currently working as a federal law enforcement officer for the U.S. Department of State (2016-present).                                                               |
| List your related community activities                                                                                                                                                  | I serve as a ministry resident/intern at Kensington Church in a part-time volunteer capacity.                                                                                                                                                                                                              |
| List your related educational experience                                                                                                                                                | I have obtained degrees in International Studies (B.A.), Master of Public Administration, and Master of Divinity.                                                                                                                                                                                          |

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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

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Do you currently have a relative serving on the board/committee to which you have applied?

No

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

Yes



## BOARD OF ETHICS

Ordinance 1805 (Birmingham Code of Ordinances Sec. 2-320 through 2-326)

Ordinance 2378 (Birmingham Code of Ordinances Sec. 2-320 through 2-326)

The board shall serve as an advisory body for purposes of interpreting the Code of Ethics. The board consists of three regular members and two alternate members who serve without compensation. The members shall be residents and have legal, administrative, or other desirable qualifications.

| Last Name<br>Home Address           | First Name        | Home<br>Business<br>E-Mail                              | Appointed                    | Term Expires |
|-------------------------------------|-------------------|---------------------------------------------------------|------------------------------|--------------|
| <b>Coakley</b><br>280 Millrace      | <b>Michael</b>    | (248) 321-2001<br><br><i>coakley@millercanfield.com</i> | 8/14/2023<br>Regular Member  | 6/30/2026    |
| <b>Hathaway</b><br>1056 Worthington | <b>Irene</b>      | (248) 330-7069<br><br><i>ibhathaway1@gmail.com</i>      | 5/6/2024<br>Alternate Member | 6/30/2026    |
| <b>LeDuc</b><br>1357 W Lincoln      | <b>Melissa</b>    | (248) 723-5500<br><br><i>melissa@demolaw.com</i>        | 3/18/2024<br>Regular Member  | 6/30/2027    |
| <b>Robb</b><br>1533 Pleasant Court  | <b>James</b>      | (517) 712-3469<br><br><i>jamesdrobb55@gmail.com</i>     | 8/11/2003<br>Regular Member  | 6/30/2025    |
| <b>Vacated</b>                      | <b>11/14/2024</b> |                                                         | Alternate Member             | 6/30/2026    |

## Sec. 2-325. - Violation, enforcement and advisory opinions.

(a) *Board of ethics.*

- (1) The city commission shall appoint a board of ethics, consisting of three members, as an advisory body for the purpose of interpreting this code of ethics.
- (2) The initial three members of the board of ethics shall be appointed for one-, two-, and three-year terms of office respectively, which shall begin on July 1, 2003. If appointed prior to July 1st, they shall begin their terms of office immediately and their terms shall include the additional time prior to July 1st. Terms of office shall expire on June 30th of the respective years.

Thereafter, all members shall be appointed to three-year terms, beginning July 1, so that only one member's term expires each year. A member shall hold office until his or her successor is appointed. The city commission shall fill a vacancy by an appointment for the unexpired term only.

- (3) The city commission may also appoint not more than two alternate members for the same term as regular members of the board of ethics. An alternate member may be called on a rotating basis to sit as a regular member of the board of ethics in the absence of a regular member, and shall have the same voting rights as a regular member of the board of ethics. 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 or recused for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made.
  - (4) The board of ethics shall be made up of residents of the city who have legal, administrative or other desirable qualifications.
    - a. The members of the board of ethics shall serve without compensation, and shall not be elected officials, persons appointed to elective office, full-time appointed officials or city employees, nor shall they be currently serving on any other city board or commission.
    - b. The board shall select its own presiding officer from among its members.
    - c. The board shall establish such procedures it deems necessary or appropriate to perform its functions as set forth in this article.
- (b) *Functions of the board of ethics.* When there is a question or a complaint as to the applicability of any provision of this code to a particular situation, that question or complaint shall be directed to the board of ethics. It shall then be the function of the board of ethics to conduct hearings and/or issue an advisory opinion, as applicable.
- (1) Hearings. The board of ethics shall follow the following hearing procedure:
    - a.

The board shall, within seven days after any matter is brought to its attention, set a date certain for hearing said matter.

- b. The board shall, at least 28 days before the hearing date, send notice of such hearing, accompanied by a concise statement of the alleged breach of this code of ethics, to any person requested to appear before them, by certified mail, return receipt requested, to addressee only.
  - c. Any person requested to appear before a board of ethics hearing may request one extension for a period not to exceed 28 days. Extensions thereafter will be granted only under extreme circumstances.
  - d. Any person requested to appear before a board of ethics hearing may be accompanied by his or her attorney.
  - e. All hearings at which any person shall be requested to appear shall be subject to the Open Meetings Act.
  - f. All findings of board hearings shall be published in permanent form and communicated to the city commission and the public, subject to the requirements of the Open Meetings Act.
- (2) Advisory opinions. All advisory opinions so issued shall also be published in permanent form and communicated to the city commission and the public, subject to the requirements of the Open Meetings Act.
- (3) After the board of ethics' advisory opinions and/or hearing findings have been published:
- a. The city commission shall be responsible for imposing any sanction for a violation of this Code on one of its members or any person appointed by the commission to any city board.
  - b. If it becomes necessary to seek the removal of a city official after the board of ethics' advisory opinion and/or hearing findings, the city shall follow the requirements for removal of a public official in accordance with the laws of the state.
  - c. The city manager shall be responsible for imposing any discipline for a violation of this Code on any employee of the city.

(Ord. No. 1805, 4-28-03; Ord. No. 1810, 5-19-03; Ord. No. 1819, 1-12-04; Ord. No. 2378, 4-25-23)



Mya Brown &lt;mbrown@bhamgov.org&gt;

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**FromClerksOffice- Re: Notice of Intention to Appoint Board Members - Ethics Board**

1 message

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**James Robb** <jamesdrobb55@gmail.com>

Tue, May 6, 2025 at 6:09 PM

To: Office of the City Clerk &lt;clerksoffice@bhamgov.org&gt;, Jana Ecker &lt;Jecker@bhamgov.org&gt;, Alex Bingham &lt;abingham@bhamgov.org&gt;, Mary Kucharek &lt;mkucharek@bhlaw.us.com&gt;

Cc: "Coakley, Michael P." &lt;coakley@millercanfield.com&gt;, melissa@demolaw.com, bhamjudy@gmail.com, ibhathaway1@gmail.com, John Schrot &lt;jschrot@berrymoorman.com&gt;, SOPHIE FIERRO-SHARE &lt;sfierro-share1@comcast.net&gt;

Dear Jana, Alex, and Mary:

With the soon-approaching expiration of my current term on the Birmingham Board of Ethics, I have decided not to seek reappointment. It has been my honor to serve the city for 38 consecutive years, including eight terms on the board of ethics since 2003 and many terms on the Birmingham Board of Election Canvassers going back to 1987.

I am the last-serving founding member of the board of ethics. Over these years, I had the great pleasure of working with my original board colleagues, with several city managers, city clerks and city attorneys, and with my newer board colleagues. Together, these bright, thoughtful people have shown their dedication to excellence in government. We have collectively helped the city bring the idea of a structure for fair ethical governance from concept to fruition. I know personally how other municipalities see Birmingham as a leader in ethical governance and how they have sought to follow our fine example.

Over those years, our board of ethics has developed a large body of case decisions, procedural rules, and resource materials to guide our public officials in meeting their ethical responsibilities as mandated by the city's code of ethics. I am proud that we have decided our cases on the merits, fairly, sensibly, without regard to political consequences, and while rejecting political gamesmanship. We made each call as we saw it.

I thank the Birmingham City Commission for the wonderful opportunities I have had to serve our citizens. I wish everyone the very best.

Jim Robb

On Thu, May 1, 2025 at 11:09 AM Office of the City Clerk &lt;clerksoffice@bhamgov.org&gt; wrote:

You are receiving this email because your board appointment is set to expire soon. See the attachment for information on when the applications are due and interviews will be held.

If you are interested in reapplying, please do so as soon as possible. You can click [here](#) to be taken to the online application.

Should you have any questions, don't hesitate to ask.

Have a great day,

--

**Birmingham Clerk's Office****City of Birmingham****151 Martin Street****Birmingham, MI 48009**

(248) 530-1880 Office Direct

(248) 530-1080 Fax

[elections@bhamgov.org](mailto:elections@bhamgov.org)

***\*Important Note to Residents\****

Let's connect! Join the Citywide Email System to receive important City updates and critical information specific to your neighborhood at [www.bhamgov.org/citywideemail](http://www.bhamgov.org/citywideemail).

--

James D. Robb  
(517) 712-3469



## **NOTICE OF INTENTION TO APPOINT TO THE GREENWOOD CEMETERY ADVISORY BOARD**

At the regular meeting of Monday, June 23, 2025 the Birmingham City Commission intends to appoint the following positions to the Greenwood Cemetery Advisory Board:

- Two regular members to serve three-year terms ending July 6, 2028
- Two regular members to serve the remainder of a three-years term to expire July 6, 2026

Interested citizens may submit an application available at the City Clerk's office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the City Clerk's office on or before noon on Wednesday, June 18, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

### Board Duties

In general, it shall be the duty of the Greenwood Cemetery Advisory Board to provide recommendations to the City Commission on:

- Modifications: as to modifications of the rules and regulations governing Greenwood Cemetery
- Capital Improvement: as to what capital improvements should be made to the cemetery
- Future Demands: as to how to respond to future demands for cemetery services
- Reports: The Greenwood Cemetery Advisory Board shall make and submit to the City Commission an annual report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery Advisory Board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery Advisory Board, advise the City Commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties

Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; people familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals.

Applicant(s) Presented for City Commission Consideration:





| Applicant Name | <b>Qualifications</b><br>Must be a resident of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; people with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals. |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Margaret Suter | 47-year resident and current board member who has served for three previous terms.                                                                                                                                                                                                                                                                                                                                                                                                 |
| Linda Buchanan | 50+ year resident and current board member who has served on the board since 2015.                                                                                                                                                                                                                                                                                                                                                                                                 |

**SUGGESTED ACTION:**

To appoint \_\_\_\_\_ as a regular member to the Greenwood Cemetery Advisory Board serve a three-year term to expire July 6, 2028.

To appoint \_\_\_\_\_ as a regular member to the Greenwood Cemetery Advisory Board serve a three-year term to expire July 6, 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.*

## 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](http://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 Greenwood Cemetery Advisory Board  
Specific Category/Vacancy on Board Board Member (3y) (see back of this form for information)  
Name Margaret Suter Phone 248-644-5925  
Residential Address 1795 Yosemite Blvd Email \* maasuter@gmail.com  
Residential City, Zip Birmingham 48009 Length of Residence 47 years  
Business Address n.a. Occupation Retired, Banker-Lender  
Business City, Zip n.a.

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

Own a cemetery plot in Greenwood. My husband is buried there. Currently in my third 3-year term. - provide continuity of leadership. I understand & promote fiscal responsibility.  
List your related employment experience Retired from construction lending for builders. I understand the need to be broadminded and think outside the box - looking for alternative options.  
List your related community activities I was raised with a strong sense of moral duty and am proactive with support to my neighbors - particularly to my senior neighbors - independent in their homes. very active in my church.  
List your related educational experience I HAVE A BACHELOR degree in Business and a lifetime of working with people as a professional and as a volunteer.

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: none

Do you currently have a relative serving on the board/committee to which you have applied? none

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

Margaret Suter  
Signature of Applicant

5-10-2025  
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](mailto: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.

## 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](http://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 GREENWOOD CEMETERY ADVISORY BOARD

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

Name LINDA G. BUCHANAN

Phone 248-646-3377

Residential Address 1280 SUFFIELD

Email \* lgbfel23@gmail.com

Residential City, Zip BIRMINGHAM 48009

Length of Residence 50+ YEARS

Business Address ---

Occupation RETIRED

Business City, Zip ---

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

20+ YEARS INS CEMETERY TOUR DOCENT; ENTHUSIASTIC  
AMBASSADOR OF P.R. FOR THE CEMETERY

List your related employment experience \_\_\_\_\_

WARREN - FITZGERALD PUBLIC SCHOOLS

List your related community activities FRIENDS OF THE BHAM MUSEUM

BOARD; FRIENDS OF THE BALDWIN LIBRARY; TROY HIST SOC;  
NEXT

List your related educational experience UNDER AND POST GRADUATE

STUDIES FROM MICHIGAN STATE UNIVERSITY



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

Linda G. Buchanan  
 Signature of Applicant

6-7-25  
 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](mailto:clerksoffice@bhamgov.org) or by fax to 248.530.1080.

\*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.



# GREENWOOD CEMETERY ADVISORY BOARD

Resolution No. 10-240-14 October 13, 2014.

The Greenwood Cemetery Advisory Board shall consist of seven members who shall serve without compensation. Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals. The City Manager or his/her designee shall serve as ex official, non-voting members of the Board.

Term: Three years.

In general, it shall be the duty of the Greenwood Cemetery Advisory Board to provide recommendations to the City Commission on:

1. Modifications. As to modifications of the rules and regulations governing Greenwood Cemetery.
2. Capital Improvements. As to what capital improvements should be made to the cemetery.
3. Future Demands. As to how to respond to future demands for cemetery services.
3. Day to Day Administration. The day to day administration of the cemetery shall be under the direction and control of the City, through the City Manager or his/her designee.
4. Reports. The Greenwood Cemetery Advisory Board shall make and submit to the City Commission an annual report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery Advisory Board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery Advisory Board, advise the City Commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.

| Last Name     | First Name | Home Business E-Mail          | Appointed                          | Term Expires |
|---------------|------------|-------------------------------|------------------------------------|--------------|
| Buchanan      | Linda      | (248) 646-3297                | 12/14/2015                         | 7/6/2025     |
| 1280 Suffield |            |                               | Chair                              |              |
| Birmingham    | 48009      | <i>lgbfeb23@gmail.com</i>     |                                    |              |
| Connell       | Paul S.    | (248) 770-0968                | 6/26/2023                          | 7/6/2027     |
| 870 Davis Ave |            |                               | resident; retired funeral director |              |
| Birmingham    | 48009      | <i>PConnell@ajdesmond.com</i> |                                    |              |

| Last Name<br>Home Address                    | First Name               | Home<br>Business<br>E-Mail                                     | Appointed                                                                                                                | Term Expires |
|----------------------------------------------|--------------------------|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>Peterson</b><br>1532 Melton<br>Birmingham | <b>Linda</b><br>48009    | (248) 894-9010<br><br><i>lpeterson@lpmsinc.onmicrosoft.com</i> | 11/24/2014<br>Vice Chair                                                                                                 | 7/6/2027     |
| <b>Schreiner</b><br>591 Bird<br>Birmingham   | <b>Laura</b><br>48009    | (248) 593-0335<br><br><i>laschreiner@yahoo.com</i>             | 11/24/2014<br>owner of burial site in Greenwood; person<br>familiar with and interested in the history of<br>Birmingham. | 7/6/2027     |
| <b>Suter</b><br>1795 Yosemite<br>Birmingham  | <b>Margaret</b><br>48009 | (248) 644-5925<br><br><i>maasuter@gmail.com</i>                | 5/23/2016<br>owns a plot, relative buried in Greenwood<br>Cemetery                                                       | 7/6/2025     |
| <b>Vacated</b>                               | <b>12/7/2024</b>         |                                                                |                                                                                                                          | 7/6/2026     |
| <b>Vacated</b>                               | <b>12/9/2024</b>         |                                                                | Plot Owner                                                                                                               | 7/6/2026     |



## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Greenwood Cemetery Advisory Board**      Year: **2025**

Members Required for Quorum: **4**

| MEMBER NAME            | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | SPEC MTG | SPEC MTG | Total Mtgs. Att. | Total Absent | Percent Attended Available |
|------------------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|----------|----------|------------------|--------------|----------------------------|
| <b>REGULAR MEMBERS</b> |     |     |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Linda Buchanan         | NM  | A   | P   | NM  |     | NM   | NM   | NM  |      |     |     |     |          |          | 1                | 1            | 50%                        |
| Linda Peterson         | NM  | P   | P   | NM  |     | NM   | NM   | NM  |      |     |     |     |          |          | 2                | 0            | 100%                       |
| Paul Connell           | NM  | P   | P   | NM  |     | NM   | NM   | NM  |      |     |     |     |          |          | 2                | 0            | 100%                       |
| Laura Schreiner        | NM  | P   | P   | NM  |     | NM   | NM   | NM  |      |     |     |     |          |          | 2                | 0            | 100%                       |
| Margaret Suter         | NM  | P   | P   | NM  |     | NM   | NM   | NM  |      |     |     |     |          |          | 2                | 0            | 100%                       |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            |                            |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            |                            |
| Present or Available   | 0   | 4   | 5   | 0   | 0   | 0    | 0    | 0   | 0    | 0   | 0   | 0   | 0        | 0%       |                  |              |                            |

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

*Alexandria D. Bingham*

**Department Head Signature**

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Greenwood Cemetery Advisory Board**      Year: **2024**

Members Required for Quorum: **4**

| MEMBER NAME            | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | SPEC MTG | SPEC MTG | Total Mtgs. Att. | Total Absent | Percent Attended Available |
|------------------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|----------|----------|------------------|--------------|----------------------------|
| <b>REGULAR MEMBERS</b> |     |     |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Linda Buchanan         | P   | NM  | NM  | P   | P   | CM   | CM   | CM  | P    | P   | NM  | P   |          |          | 6                | 0            | 100%                       |
| Jacqueline Patt        | P   | NM  | NM  | P   | A   | CM   | CM   | CM  | P    | A   | NM  | A   |          |          | 3                | 3            | 50%                        |
| Joseph Vercellone      | A   | NM  | NM  | A   | A   | CM   | CM   | CM  | A    | A   | NM  | A   |          |          | 0                | 6            | 0%                         |
| Linda Peterson         | P   | NM  | NM  | P   | P   | CM   | CM   | CM  | P    | P   | NM  | P   |          |          | 6                | 0            | 100%                       |
| Laura Schreiner        | P   | NM  | NM  | A   | A   | CM   | CM   | CM  | P    | P   | NM  | P   |          |          | 4                | 2            | 67%                        |
| Paul Connell           | P   | NM  | NM  | P   | P   | CM   | CM   | CM  | P    | A   | NM  | P   |          |          | 5                | 1            | 83%                        |
| Margaret Suter         | P   | NM  | NM  | P   | P   | CM   | CM   | CM  | P    | A   | NM  | P   |          |          | 5                | 1            | 83%                        |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            |                            |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            |                            |
| Present or Available   | 6   | 0   | 0   | 5   | 4   | 0    | 0    | 0   | 6    | 3   | 0   | 5   | 0        | 0%       |                  |              |                            |

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

*Alexandria D. Bingham*

**Department Head Signature**

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Greenwood Cemetery Advisory Board**      Year: **2023**  
 Members Required for Quorum: **4**

| MEMBER NAME                | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | SPEC MTG | SPEC MTG | Total Mtgs. Att. | Total Absent | Percent Attended Available |
|----------------------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|----------|----------|------------------|--------------|----------------------------|
| <b>REGULAR MEMBERS</b>     |     |     |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Linda Buchanan             | CM  | P   | CM  | P   | CM  | CM   | P    | P   | P    | P   | NM  | CM  |          |          | 6                | 0            | 100%                       |
| Pam DeWeese (exp. 7/23)    | CM  | P   | CM  | A   | CM  | CM   | NA   | NA  | NA   | NA  | NA  | NA  |          |          | 1                | 1            | 50%                        |
| Joseph Vercellone          | CM  | P   | CM  | P   | CM  | CM   | P    | P   | P    | A   | NM  | CM  |          |          | 5                | 1            | 83%                        |
| Linda Peterson             | CM  | P   | CM  | A   | CM  | CM   | P    | P   | P    | P   | NM  | CM  |          |          | 5                | 1            | 83%                        |
| Laura Schreiner            | CM  | P   | CM  | A   | CM  | CM   | P    | P   | CP   | P   | NM  | CM  |          |          | 5                | 1            | 83%                        |
| George Stern (exp. 7/2023) | CM  | P   | CM  | P   | CM  | CM   | NA   | NA  | NA   | NA  | NA  | NA  |          |          | 2                |              | 100%                       |
| Margaret Suter             | CM  | P   | CM  | P   | CM  | CM   | P    | P   | P    | P   | NM  | CM  |          |          | 6                | 0            | 100%                       |
| Paul Connell               | NA  | NA  | NA  | NA  | NA  | NA   | P    | P   | P    | P   | NM  | CM  |          |          | 4                | 0            | 100%                       |
| Jacqueline Patt            | NA  | NA  | NA  | NA  | NA  | NA   | P    | P   | P    | P   | NM  | CM  |          |          | 4                | 0            | 100%                       |
| Reserved                   |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            |                            |
| Reserved                   |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            |                            |
| Present or Available       | 0   | 7   | 0   | 4   | 0   | 0    | 7    | 7   | 7    | 6   | 0   | 0   | 0        | 0%       |                  |              |                            |

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

*Alexandria D. Bingham*

**Department Head Signature**



Sec. 34-30. - Establishment of the Greenwood Cemetery advisory board.

- (a) *Composition.* There is hereby established the Greenwood Cemetery advisory board for the city which shall consist of seven members who shall serve without compensation. Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals. The city manager or his/her designee shall serve as ex officio, non-voting members of the board.
- (b) *Terms of members.* Each member shall be appointed for a term of three years ending on the first Monday of July of the third year after appointment, or upon the appointment of his successor, whichever is later, except that in the first instance three of the members shall be appointed for a one-year term and two shall be appointed for two-year terms. Vacancies occurring other than through the expiration of term shall be filled for the unexpired term by the city commission.
- (c) *Removal of members.* Members of the Greenwood Cemetery advisory board shall hold office at the pleasure of the city commission and can be removed at any time with or without cause.
- (d) *Organization.* The Greenwood Cemetery Advisory Board shall elect a chairperson and vice-chairperson from its membership annually at its first meeting after the first Monday of July.
- (e) *Meetings.* The Greenwood Cemetery Advisory Board shall hold at least one regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the Greenwood Cemetery advisory board. The Greenwood Cemetery advisory board shall keep a written or printed record of its proceedings which shall be a public record and property of the city.
- (f) *Expenditures and assistance.* The Greenwood Cemetery advisory board may call upon the city manager for such services and data from the various departments as it may require. The Greenwood Cemetery advisory board may recommend to the city commission the securing of such professional and consulting services as it may require, however, the Greenwood Cemetery advisory board shall not have any authority to authorize or otherwise obligate the city to incur expenses and/or approve contracts. Requests for expenditures shall be routed through the ex-officio member(s) of the board to the city commission for consideration.
- (g) *Powers and duties.* In general, it shall be the duty of the Greenwood Cemetery advisory board to provide recommendations to the city commission:
  - (1) *Modifications.* As to modifications of the rules and regulations governing Greenwood Cemetery;
  - (2) *Capital improvements.* As to what capital improvements should be made to the cemetery;
  - (3)

*Future demands.* As to how to respond to future demands for cemetery services; and

(4) *Day to day administration.* The day to day administration of the cemetery shall be under the direction and control of the city, through the city manager or his/her designee.

(h) *Reports.* The Greenwood Cemetery advisory board shall make and submit to the city commission annually a report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery advisory board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery advisory board, advise the city commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.

(i) *Protection of property.* No person shall take, use, or occupy the Greenwood Cemetery except in accordance with such rules and regulations governing such as may from time to time be authorized by the city commission.

(Ord. No. 2146, 10-13-14)



## NOTICE OF INTENTION TO APPOINT A HEARING OFFICER

At the regular meeting of Monday, June 23, 2025 the Birmingham City Commission intends to appoint a Hearing Officer to serve a three-year term to expire June 30, 2028.

Interested citizens may submit an application available at the City Clerk's Office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the City Clerk's Office on or before noon on Wednesday, June 18, 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.

### Hearing Officer Duties

The Hearing Officer and Alternate Hearing Officer shall be residents of the City of Birmingham who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties in accordance with provisions of the applicable code. The Hearing Officer and the Alternate Hearing Office shall serve without compensation.

The Hearing Officer or Alternate Hearing Officer shall schedule periodic meetings for hearings as needed.

The Hearing Officer or Alternate Hearing Officer shall be responsible for hearing disputes related to a fee or bill that a property owner or resident of the City received pursuant to the fee collection ordinances (section 1-17).

### Applicant(s) Presented for City Commission Consideration:

| <b>Applicant Name</b> | <b>Qualifications</b>                                                                                                                                                                        |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | Applicants shall be residents of the City who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the hearing officer. |
| Lawrence J. Lyng      | 9-year resident with a Master's degree in Business Administration who currently holds the position of Hearing Officer.                                                                       |

### SUGGESTED ACTION:

To appoint \_\_\_\_\_ as the Hearing Officer to serve a three-year term to expire June 30, 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.*

## 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](http://www.bhamgov.org/boardopportunities).

(Please print clearly)

Board/Committee of Interest Hearing Officer

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

Name Lawrence J. Lyng

Phone 248-346-1533

Residential Address 644 Bird Avenue

Email \* larry.lyng@sbcglobal.net

Residential City, Zip Birmingham, MI 48009

Length of Residence 9.5 years

Business Address \_\_\_\_\_

Occupation Retired

Business City, Zip \_\_\_\_\_

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

I have been the Hearing Officer for the past 2 - 3 years and am willing to continue to serve in this role.

List your related employment experience I ran a number of automotive supplier manufacturing organizations prior to my retirement.

List your related community activities Hearing Officer for Birmingham. Volunteer election official.

List your related educational experience Bachelors Degree in Mechanical Engineering. Masters Degree in Business Administration.

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

Lawrence J. Lyng  
Signature of Applicant

May 7, 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 [clerk@bhamgov.org](mailto:clerk@bhamgov.org) or fax to 248.530.1080.

Updated 11/18/2020

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



# HEARING OFFICER

Ordinance #2178, Adopted March 28, 2016

Term: 3 years

Appointed by the city commission

Qualifications: The hearing officer and alternate shall be residents of Birmingham who have legal, administrative, or other desirable qualifications that will aid him/her in the performance of their duties. The hearing officer and alternate shall serve without compensation and shall not be elected officials or persons appointed to elective office.

Duties: The hearing officer shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to any of the fee collection ordinances of the code of the City of Birmingham that specifically relate to: returned check fees by real property owners (section 1-15), the removal of debris from a private property upon a public street, alley, sidewalk, or other public place or right-of-way (section 50-27), false alarms (section 74-31), snow removal (section 98-68), sidewalk repair fees (section 98-62), cross connection inspections (section 114-5), and weed cutting (section 118-68). The alternate hearing officer shall be responsible for hearing disputes in the absence of the hearing officer.

| Last Name       | First Name       | Home Business                   | Appointed  | Term Expires |
|-----------------|------------------|---------------------------------|------------|--------------|
| Home Address    |                  | E-Mail                          |            |              |
| <b>Simpson</b>  | <b>Alexander</b> | (313)999-4866                   | 11/28/2022 | 6/30/2027    |
| 307 Westchester |                  |                                 | Alternate  |              |
|                 |                  | <i>alexandsimp@gmail.com</i>    |            |              |
| <b>Lyng</b>     | <b>Larry</b>     | (248) 346-1533                  | 2/28/2022  | 6/30/2025    |
| 644 Bird        |                  |                                 |            |              |
|                 |                  | <i>larry.lyng@sbcglobal.net</i> |            |              |

Sec. 1-17. - Hearing officer for disputed fees.

(a) *Hearing officer.*

- (1) The city commission shall appoint a hearing officer, who shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to any of the fee collection ordinances of the Code of the city that specifically relate to: returned check fees by real property owners (section 1-15), the removal of debris from a private property upon a public street, alley, sidewalk, or other public place or right-of-way (section 50-27), false alarms (section 74-31), snow removal (section 98-68), sidewalk repair fees (section 98-62), cross connection inspections (section 114-5), and weed cutting (section 118-68).

The city commission shall also appoint an alternate hearing officer who shall be responsible for hearing such disputes in the hearing officer's absence.

- (2) The hearing officer shall be appointed for a three-year term. The initial alternate hearing officer shall be appointed for a two-year term. Terms shall begin on July 1, 2004 and shall expire on June 30 of the respective years. Thereafter, terms shall be three years so that both terms do not expire on the same year. The hearing officer and alternate shall serve at the will of the commission. The hearing officer and alternate shall hold office until their successors are appointed. The city commission shall fill a vacancy by an appointment only.
- (3) The hearing officer and alternate shall be residents of the city who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the hearing officer.
  - a. The hearing officer and alternate shall serve without compensation, and shall not be elected officials, or persons appointed to elective office.
  - b. The hearing officer and alternate shall establish such procedures as deemed necessary or appropriate to perform the functions as set forth in this section.

- (b) *Functions of the hearing officer.* When there is a question or a dispute as to the applicability of any invoice received by a property owner or resident of the city pursuant to any of the fee collection ordinances of this Code, as described in subsection 1-17(a)(1), to a particular situation, that question or dispute shall be directed to the hearing officer. It shall then be the function of the hearing officer to conduct a hearing and make a determination, as applicable.

The actual invoice shall notify the property owner or resident of his or her right to dispute all or any part of the bill as established in this section.

- (1) Hearings. The hearing officer shall follow the following hearing procedure:
  - a. The hearing officer shall, upon receiving notice from the debtor that they are requesting a hearing within the time frames established by the appropriate fee collection ordinance,

- arrange for a mutually convenient date to hear the dispute.
- b. Any person requesting an appearance before the hearing officer to dispute a permissible invoice may request one extension that may be granted by the hearing officer only under extreme circumstances.
  - c. All hearings at which any person shall be requested to appear shall be subject to the Open Meetings Act.
  - d. All findings, including a finding of extreme circumstances of the hearing officer shall be published in permanent form and communicated to the city treasurer and other appropriate city staff, the debtor, and the city commission, subject to the requirements of the Open Meetings Act.
- (2) The hearing officer shall determine as follows:
- a. Determine whether there has been a violation by the debtor of one or more of the ordinances set forth in subsection (a)(1) of this section.
  - b. Determine whether the city has performed the work prescribed in the ordinances set forth in subsection (a)(1) of this section for which the debtor has been invoiced.
  - c. Determine whether the debtor was invoiced the proper amount for the work actually performed by the city.
  - d. Determine whether the fees should be waived due to the existence of "extreme circumstances". By way of example, "extreme circumstances" may include, but are not limited to, the following examples: an unexpected death of a member of the household or a member of the households' family resulting in all members of the household becoming unavailable to perform the obligation of the ordinances set forth in subsection (a)(1) of this section; a sudden illness or injury resulting in all members of the household becoming unavailable to perform the obligation of the ordinances set forth in subsection (a)(1) of this section; natural disasters declared by federal, state or local authorities resulting in circumstances rendering performance of the obligations of the ordinances set forth in subsection (a)(1) of this section impracticable or in direct contradiction of said declaration; emergencies declared by federal, state or local authorities resulting in circumstances rendering performance of the obligations of the ordinances set forth in subsection (a)(1) of this section impracticable or in direct contradiction of said declaration; and, police, fire or other local circumstances, when authorized by the police chief, fire chief or the city manager or his designee resulting in circumstances rendering performance of the obligations of the ordinances set forth in subsection (a)(1) of this section impracticable or in direct contradiction of said authorization.

(Ord. No. 2178, 3-28-16)

**Editor's note—** Prior to the reenactment of section 1-17 by Ord. No. 2178, adopted March 28, 2016, Ord. No. 2077, adopted January 23, 2012, repealed the former section 1-17 in its entirety, which pertained to hearing officer for disputed fees and derived from Ord. No. 1823, § 1, adopted April 19, 2004, and Ord. No. 1970, adopted September 8, 2008.



CITY OF BIRMINGHAM  
ORDINANCE NO. 2178

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 1. TO ADD GENERAL PROVISIONS, SECTION 1-17. HEARING OFFICER FOR DISPUTED FEES.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 1 General Provisions, Section 1-17 Hearing Officer for Disputed Fees shall be amended to change certain verbage and shall read as follows:

"Sec. 1-17. Hearing officer for disputed fees.

(a) *Hearing officer.*

(1) The city commission shall appoint a hearing officer, who shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to any of the fee collection ordinances of the code of the city that specifically relate to: returned check fees by real property owners (section 1-15), the removal of debris from a private property upon a public street, alley, sidewalk, or other public place or right-of-way (section 50-27), false alarms (section 74-31), snow removal (section 98-68), sidewalk repair fees (section 98-62), cross connection inspections (section 114-5), and weed cutting (section 118-68).

The city commission shall also appoint an alternate hearing officer who shall be responsible for hearing such disputes in the hearing officer's absence.

(2) The hearing officer shall be appointed for a three-year term. The initial alternate hearing officer shall be appointed for a two-year term. Terms shall begin on July 1, 2004 and shall expire on June 30 of the respective years. Thereafter, terms shall be three years so that both terms do not expire on the same year. The hearing officer and alternate shall serve at the will of the commission. The hearing officer and alternate shall hold office until their successors are appointed. The city commission shall fill a vacancy by an appointment only.

(3) The hearing officer and alternate shall be residents of the city who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the hearing officer.

a. The hearing officer and alternate shall serve without compensation, and shall not be elected officials, or persons appointed to elective office.

b. The hearing officer and alternate shall establish such procedures as deemed necessary or appropriate to perform the functions as set forth in this section.

(b) *Functions of the hearing officer.* When there is a question or a dispute as to the applicability of any invoice received by a property owner or resident of the city pursuant to any of the fee collection ordinances of this Code, as described in subsection 1-17(a)(1), to a particular situation, that question or dispute shall be directed to the hearing officer. It shall then be the function of the hearing officer to conduct a hearing and make a determination, as applicable.

The actual invoice shall notify the property owner or resident of his or her right to dispute all or any part of the bill as established in this section.

(1) Hearings. The hearing officer shall follow the following hearing procedure:

a. The hearing officer shall, upon receiving notice from the debtor that they are requesting a hearing within the time frames established by the appropriate fee collection ordinance, arrange for a mutually convenient date to hear the dispute.

b. Any person requesting an appearance before the hearing officer to dispute a permissible invoice may request one extension that may be granted by the hearing officer only under extreme circumstances.

c. All hearings at which any person shall be requested to appear shall be subject to the Open Meetings Act.

d. All findings, including a finding of extreme circumstances of the hearing officer shall be published in permanent form and communicated to the city treasurer and other appropriate city staff, the debtor, and the city commission, subject to the requirements of the Open Meetings Act.

(2) The hearing officer shall determine as follows:

a. Determine whether there has been a violation by the debtor of one or more of the ordinances set forth in paragraph (a)(1) of this section.

b. Determine whether the City has performed the work prescribed in the ordinances set forth in paragraph (a)(1) of this section for which the debtor has been invoiced.

c. Determine whether the debtor was invoiced the proper amount for the work actually performed by the City.

d. Determine whether the fees should be waived due to the existence of "extreme circumstances". By way of example, "extreme circumstances" may include, but are not limited to, the following examples: an unexpected death of a member of the household or a member of the households' family resulting in all members of the household becoming unavailable to perform the obligation of the ordinances set forth in paragraph (a)(1) of this section; a sudden illness or injury resulting in all members of the household becoming unavailable to perform the obligation of the ordinances set forth in paragraph (a)(1) of this section; natural disasters declared by federal, state or local authorities resulting in circumstances rendering performance of the obligations of the ordinances set forth in paragraph (a)(1) of this section impracticable or in direct contradiction of said declaration; emergencies declared by federal, state or local authorities resulting in circumstances rendering performance of the obligations of the ordinances set forth in paragraph (a)(1) of this section impracticable or in direct contradiction of said declaration; and, police, fire or other local circumstances, when authorized by the Police Chief, Fire Chief or the City Manager or his designee resulting in circumstances rendering performance of the obligations of the ordinances set forth in paragraph (a)(1) of this section impracticable or in direct contradiction of said authorization.

(Ord. No. 1823, § 1, 4-19-04)

All other Sections of Chapter 94 Special Assessments shall remain unaffected.

Ordained this 28<sup>th</sup> day of March, 2016, to become effective upon publication in a newspaper of general circulation within the City of Birmingham.

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Rackeline J. Hoff, Mayor

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Laura M. Pierce, City Clerk

I, Laura M. Pierce, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held March 28, 2016, and that a summary was published in the Observer & Eccentric on April 10, 2016.

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Laura M. Pierce, City Clerk

CITY OF BIRMINGHAM  
ORDINANCE NO. 2179

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 118,  
ARTICLE IX, SECTION 118-68(c). WORK DONE AT OWNER'S EXPENSE.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 118, ARTICLE IX, SECTION 118-68(c), Work Done At Owner's Expense, shall be amended to change certain verbage and shall read as follows:

Sec. 118-68. - Work done at owner's expense.

- (a) If at any time during a period commencing ten days after the publication of notice and October 15 next following, the city manager shall find that any owner or owner's agent has failed to cut, destroy and/or remove the material and vegetation referred to in section 118-66, he shall cause such material and vegetation to be cut, destroyed and/or removed, bill the owner for the cost thereof at rates established by the city commission.
- (b) Such unpaid charges shall become a lien upon the property on which such work has been done or upon the property abutting or adjoining the alley, street or sidewalk upon which such work has been done upon the completion of the work.
- (c) Payment shall be due to the city within 30 days of the bill being sent to the property owner for the performance of such services. The bill shall notify the property owner of his or her right to dispute all or any part of the bill before a hearing officer as established in Section 1-17 of the Code ~~district court judge in conjunction with the civil infraction issued pursuant to Code Section 118-69.~~ Except as otherwise determined by the judge hearing officer, if payment is not received by the city within 30 days after such billing, the city treasurer shall add an additional penalty of one percent per month to the delinquent bill. The city treasurer shall annually, on May 1, certify any delinquent billing, or any part thereof, together with all accrued interest and penalty, to the commission; and, it shall be transferred and reassessed, with an additional 15 percent penalty, on the next annual city tax roll. Such charges so assessed shall be collected in the same manner as general city taxes.

(Code 1963, § 9.43; Ord. No. 1806, § 4-28-03; Ord. No. 1830, 4-19-04; Ord. No. 2144, 9-22-14)

Sec. 118-69. - Reserved.

**Editor's note**— Ord. No. 1830, adopted April 19, 2004, repealed § 118-69 in its entirety, which pertained to waiver of charges and derived from the Code of 1963, § 9.44, and Ord. No. 1806, adopted April 28, 2003.

All other Sections of Chapter 118, shall remain unaffected.

Ordained this 28th day of March, 2016, to become effective upon publication in a newspaper of general circulation within the City of Birmingham.

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Rackeline J. Hoff, Mayor

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Laura M. Pierce, City Clerk

I, Laura M. Pierce, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held March 28, 2016, and that a summary was published in the Observer & Eccentric on April 10, 2016.

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Laura M. Pierce, City Clerk



## **NOTICE OF INTENTION TO APPOINT TO THE MUSEUM BOARD**

At the regular meeting of Monday, June 23, 2025, the Birmingham City Commission intends to appoint one regular member who is a member of the Birmingham Historical Society and one City Manager appointee/business owner to the Museum Board to serve three-year terms to expire July 5, 2028.

Interested citizens may submit an application available at the City Clerk's office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the City Clerk's office on or before noon on Wednesday, June 18, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission 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.

### Applicant(s) Presented for City Commission Consideration:

| <b>Applicant Name</b> | <b>Qualifications</b>                                                                                                                          |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | Shall be qualified electors of the City.                                                                                                       |
| Judith Keefer         | 11-year resident and member of the Birmingham Historical Society who has served on the board since 2016.                                       |
| Patrick Hughes        | 15-year resident and owner of BrickStory.com (repository for the history of American homes) who has served on the board for roughly six years. |

### **SUGGESTED ACTION:**

To appoint \_\_\_\_\_ as a regular member to the Museum Board to serve a three-year term to expire July 5, 2028.

To concur with the City Manager's appointment of Patrick Hughes to the Museum Board, as a regular member who is a business owner, to serve a three-year term to expire July 5, 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.*



Mya Brown &lt;mbrown@bhamgov.org&gt;

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**FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#65]**

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**'Wufoo' via Clerks Office** <ClerksOffice@bhamgov.org>

Sat, May 3, 2025 at 12:59 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

|                                                                                                                                                                                         |                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board/Committee of Interest                                                                                                                                                             | Museum                                                                                                                                                                                                                                                         |
| Specific Category/Vacancy on Board (see below)                                                                                                                                          | Renew position                                                                                                                                                                                                                                                 |
| Name                                                                                                                                                                                    | Judith Keefer                                                                                                                                                                                                                                                  |
| Residential Address                                                                                                                                                                     |  506 E Lincoln St<br>Birmingham , Mi 48009<br>United States                                                                                                                   |
| Phone Number *                                                                                                                                                                          | (248) 249-0996                                                                                                                                                                                                                                                 |
| 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. | <a href="mailto:jlek2014@gmail.com">jlek2014@gmail.com</a>                                                                                                                                                                                                     |
| Length of Residence                                                                                                                                                                     | 11 years                                                                                                                                                                                                                                                       |
| Occupation                                                                                                                                                                              | Retired                                                                                                                                                                                                                                                        |
| Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.                                                                           | For some years I've been a member of our museum board. We've made exceptional strides in ours goals to connect with our community and be relevant to our citizens as well as communities across the nation. It would be my privilege to continue on the board. |
| List your related employment experience                                                                                                                                                 | Antiques dealer for 30 years.                                                                                                                                                                                                                                  |
| List your related community activities                                                                                                                                                  | NEXT                                                                                                                                                                                                                                                           |
| List your related educational experience                                                                                                                                                | Graduate degrees in early childhood from U of M                                                                                                                                                                                                                |
| 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                                                                                                                                                                                                                                                            |



Mya Brown &lt;mbrown@bhamgov.org&gt;

## FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#70]

1 message

'Wufoo' via Clerks Office &lt;ClerksOffice@bhamgov.org&gt;

Thu, Jun 12, 2025 at 10:46 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

|                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board/Committee of Interest                                                                                                                                                                                                                                                                                | Museum                                                                                                                                                                                      |
| Specific Category/Vacancy on Board (see below)                                                                                                                                                                                                                                                             | MUSEUM BOARD                                                                                                                                                                                |
| Name                                                                                                                                                                                                                                                                                                       | Patrick Hughes                                                                                                                                                                              |
| Residential Address                                                                                                                                                                                                                                                                                        |  <a href="#">915 Kennesaw Ave</a><br><a href="#">Birmingham, MI 48009</a><br><a href="#">United States</a> |
| Business Address                                                                                                                                                                                                                                                                                           |  <a href="#">915 Kennesaw Ave</a><br><a href="#">Birmingham, MI 48009</a><br><a href="#">United States</a> |
| Phone Number *                                                                                                                                                                                                                                                                                             | (248) 417-0470                                                                                                                                                                              |
| Email                                                                                                                                                                                                                                                                                                      | <a href="mailto:33hughes@gmail.com">33hughes@gmail.com</a>                                                                                                                                  |
| 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.                                                                                                                             |                                                                                                                                                                                             |
| Length of Residence                                                                                                                                                                                                                                                                                        | 15 years                                                                                                                                                                                    |
| Occupation                                                                                                                                                                                                                                                                                                 | Owner                                                                                                                                                                                       |
| Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.                                                                                                                                                                                              | I have been serving on the Birmingham Museum board for ~6 years. I have a love for history and our Birmingham community.                                                                    |
| List your related employment experience                                                                                                                                                                                                                                                                    | Owner/operator of BrickStory.com, repository for the history of American homes.                                                                                                             |
| List your related community activities                                                                                                                                                                                                                                                                     | Current board member, Birmingham Museum.                                                                                                                                                    |
| List your related educational experience                                                                                                                                                                                                                                                                   | None.                                                                                                                                                                                       |
| 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                                                                                                                                                                                          |

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

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

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## MUSEUM BOARD

Chapter 62 - Section 62-26

Terms - Three years - expiring first Monday in July

Eight Members: Six are electors and appointed by city commission

One member is an Alternate

One is owner of a business and appointed by the city manager

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.

| Last Name       | First Name         | Home Business E-Mail            | Appointed          | Term Expires |
|-----------------|--------------------|---------------------------------|--------------------|--------------|
| <b>Ableson</b>  | <b>Michael</b>     | (313) 720-4839                  | 8/12/2024          | 7/5/2026     |
| 584 Tootin Lane |                    | <i>mableson@sbcglobal.net</i>   | Regular member/BHS |              |
| <b>Barrett</b>  | <b>Kristy Hull</b> | 248-504-1981                    | 7/10/2023          | 7/6/2026     |
| 915 Harmon      |                    | <i>kristybarrett1@yahoo.com</i> | alternate          |              |
| <b>Harris</b>   | <b>Alexandra</b>   | (248) 686-4077                  | 6/26/2023          | 7/6/2026     |
| 2600 Buckingham |                    | <i>akharrisart@gmail.com</i>    | Regular member/BHS |              |

**BIRMINGHAM MUSEUM**, 556 West Maple, Birmingham, MI 48009  
phone: 248.530.1928 fax: 248.530.1685 [www.bhamgov.org/museum](http://www.bhamgov.org/museum)  
Leslie Pielack, Museum Director: [lpielack@ci.birmingham.mi.us](mailto:lpielack@ci.birmingham.mi.us)



| Last Name<br>Home Address          | First Name       | Home<br>Business<br>E-Mail                           | Appointed                                          | Term Expires |
|------------------------------------|------------------|------------------------------------------------------|----------------------------------------------------|--------------|
| <b>Hughes</b><br>915 Kennesaw      | <b>Patrick J</b> | (248)417-0470<br><br><i>phughes@brickstory.com</i>   | 9/23/2019<br>City manager appointee/business owner | 7/5/2025     |
| <b>Keefer</b><br>505 E. Lincoln #4 | <b>Judith</b>    | (248)249-0996<br><br><i>jlwk2014@gmail.com</i>       | 7/11/2016<br>Regular member/BHS                    | 7/5/2025     |
| <b>Kirkman</b><br>1031 Knox St     | <b>Eva</b>       | (586) 945-6549<br><br><i>eva.m.kirkman@gmail.com</i> | 7/8/2024<br>Regular member                         | 7/6/2027     |
| <b>Logue</b><br>2010 Buckingham    | <b>Marty</b>     | (248) 649-4921<br><br><i>gtfieros@comcast.net</i>    | 6/26/2023<br>Regular member/BHS                    | 7/6/2026     |
| <b>Vacant</b>                      | <b>2/7/2025</b>  |                                                      | Regular member/BHS                                 | 7/5/2027     |
| <b>Wisecup</b>                     | <b>Mercy</b>     |                                                      | 2/10/2025<br>Student                               | 12/31/2025   |

**BIRMINGHAM MUSEUM**, 556 West Maple, Birmingham, MI 48009  
phone: 248.530.1928 fax: 248.530.1685 [www.bhamgov.org/museum](http://www.bhamgov.org/museum)  
Leslie Pielack, Museum Director: [lpielack@ci.birmingham.mi.us](mailto:lpielack@ci.birmingham.mi.us)

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board:      Museum Board

Year:    2025

Members Required for Quorum:      4

| MEMBER NAME            | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | SPEC MTG | SPEC MTG | Total Mtgs. Att. | Total Absent | Percent Attended Available |
|------------------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|----------|----------|------------------|--------------|----------------------------|
| <b>REGULAR MEMBERS</b> |     |     |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Marty Logue            | P   | P   | P   | P   | CP  | P    |      |     |      |     |     |     |          |          | 5                | 0            | 100%                       |
| Judith Keefer          | P   | A   | A   | A   | CP  | P    |      |     |      |     |     |     |          |          | 2                | 3            | 40%                        |
| Pat Hughes             | A   | P   | A   | A   | CA  | A    |      |     |      |     |     |     |          |          | 1                | 5            | 17%                        |
| Mike Ableson           | P   | P   | P   | P   | CP  | P    |      |     |      |     |     |     |          |          | 5                | 0            | 100%                       |
| Bev Erickson           | A   | P   | P   | NA  | NA  | NA   |      |     |      |     |     |     |          |          | 2                | 1            | 67%                        |
| Eva Kirkman            | A   | P   | P   | A   | CA  | A    |      |     |      |     |     |     |          |          | 2                | 4            | 33%                        |
| Alexandria Harris      | P   | A   | P   | P   | CA  | P    |      |     |      |     |     |     |          |          | 4                | 2            | 67%                        |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| <b>ALTERNATES</b>      |     |     |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Kristy Barrett         | P   | P   | P   | P   | CA  | P    |      |     |      |     |     |     |          |          | 5                | 1            | 83%                        |
|                        |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| Present or Available   | 5   | 6   | 6   | 4   | 3   | 5    | 0    | 0   | 0    | 0   | 0   | 0   | 0        | 0        |                  |              |                            |

**KEY:**

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- NA** = Member not appointed at that time
- NM** = No meeting scheduled that month
- CM** = Meeting canceled for lack of business items

\_\_\_\_\_  
Department Head Signature

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board:      Museum Board

Year:    2024

Members Required for Quorum:      4

| MEMBER NAME            | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | SPEC MTG | SPEC MTG | Total Mtgs. Att. | Total Absent | Percent Attended Available |
|------------------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|----------|----------|------------------|--------------|----------------------------|
| <b>REGULAR MEMBERS</b> |     |     |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Marty Logue            | P   | P   | P   | P   | P   | P    | P    | NM  | P    | NM  | P   | P   |          |          | 10               | 0            | 100%                       |
| Judith Keefer          | P   | A   | A   | A   | P   | P    | A    | NM  | P    | NM  | P   | P   |          |          | 6                | 4            | 60%                        |
| Pat Hughes             | A   | A   | P   | A   | A   | P    | A    | NM  | P    | NM  | P   | P   |          |          | 5                | 5            | 50%                        |
| Jay Shell              | A   | P   | P   | P   | A   | P    | NA   | NA  | NA   | NA  | NA  | NA  |          |          | 4                | 2            | 67%                        |
| Bev Erickson           | P   | A   | P   | A   | A   | A    | P    | NM  | A    | NM  | P   | A   |          |          | 4                | 6            | 40%                        |
| Caroline Ashleigh      | A   | A   | A   | A   | NA  | NA   | NA   | NA  | NA   | NA  | NA  | NA  |          |          | 0                | 4            | 0%                         |
| Alexandra Harris       | P   | P   | P   | P   | P   | A    | P    | NM  | P    | NM  | P   | P   |          |          | 9                | 1            | 90%                        |
| Mike Ableson           | NA  | NA  | NA  | NA  | NA  | NA   | NA   | NM  | P    | NM  | A   | P   |          |          | 2                | 1            | 67%                        |
| Eva Kirkman            | NA  | NA  | NA  | NA  | NA  | NA   | P    | NM  | P    | NM  | A   | P   |          |          | 3                | 1            | 75%                        |
| <b>ALTERNATES</b>      |     |     |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Kristy Barrett         | P   | P   | P   | P   | P   | P    | P    | NM  | P    | NM  | A   | P   |          |          | 9                | 1            | 90%                        |
|                        |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| Present or Available   | 5   | 4   | 6   | 4   | 4   | 5    | 5    | 0   | 7    | 0   | 5   | 7   | 0        | 0        |                  |              |                            |

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- CM** = Meeting canceled for lack of business items

\_\_\_\_\_  
Department Head Signature

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Museum Board

Year: 2023

Members Required for Quorum: 4

| MEMBER NAME            | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | SPEC MTG | SPEC MTG | Total Mtgs. Att. | Total Absent | Percent Attended Available |
|------------------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|----------|----------|------------------|--------------|----------------------------|
| <b>REGULAR MEMBERS</b> |     |     |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Marty Logue            | P   | P   | P   | NM  | P   | P    | P    | P   | P    | P   | P   | P   |          |          | 11               | 0            | 100%                       |
| Judith Keefer          | P   | A   | P   | NM  | A   | A    | A    | P   | P    | P   | A   | P   |          |          | 6                | 5            | 55%                        |
| Pat Hughes             | A   | P   | A   | NM  | P   | A    | A    | A   | A    | P   | P   | A   |          |          | 4                | 7            | 36%                        |
| Jay Shell              | P   | P   | A   | NM  | P   | P    | A    | P   | P    | P   | P   | P   |          |          | 9                | 2            | 82%                        |
| Bev Erickson           | P   | P   | P   | NM  | P   | P    | P    | A   | P    | A   | P   | P   |          |          | 9                | 2            | 82%                        |
| Kristy Barrett         | P   | A   | P   | NM  | P   | P    | NA   | NA  | NA   | NA  | NA  | NA  |          |          | 4                | 1            | 80%                        |
| Alexandra Harris       | P   | P   | P   | NM  | P   | P    | P    | P   | P    | P   | P   | P   |          |          | 11               | 0            | 100%                       |
| Caroline Ashleigh      | NA  | NA  | NA  | NM  | NA  | NA   | P    | P   | P    | P   | A   | P   |          |          | 5                | 1            | 83%                        |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| <b>ALTERNATES</b>      |     |     |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Caroline Ashleigh      | P   | P   | P   | NM  | P   | P    | NA   | NA  | NA   | NA  | NA  | NA  |          |          | 5                | 0            | 100%                       |
| Kristy Barrett         | NA  | NA  | NA  | NA  | NA  | NA   | NA   | A   | A    | P   | A   | P   |          |          | 2                | 3            | 40%                        |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            | #DIV/0!                    |
| Present or Available   | 7   | 6   | 6   | 0   | 7   | 6    | 4    | 5   | 6    | 7   | 5   | 7   | 0        | 0        |                  |              |                            |

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\_\_\_\_\_  
Department Head Signature

## ARTICLE II. - MUSEUM BOARD

*Footnotes:**--- (2) ---***Editor's note**— *Ord. No. 2005, adopted January 25, 2010, amended article II in its entirety to read as herein set out.**Formerly, article II pertained to the historical board, and derived from the Code of 1963, §§ 1.201—1.210, and Ord. No. 1719, adopted December 20, 1999.***Cross reference**— *Boards and commissions, § 2-171 et seq.*

## Sec. 62-26. - Establishment; composition.

- (a) There is hereby established the museum board for the city which shall consist of seven members who shall serve without compensation. Six of the members shall be appointed by the city commission and shall be qualified city electors. One member shall be the owner of a business located in the city to be appointed by the city manager with the concurrence of the city commission (need not be a resident). A majority of the members of the museum board shall also be members of the Birmingham Historical Society.
- (b) In addition to the seven members of the museum board, the city commission shall appoint one alternate member to serve a term of three years, who shall be a qualified city elector.

(Ord. No. 2005, 1-25-10; Ord. No. 2349, 7-20-20)

## Sec. 62-27. - Terms of members.

Each member shall be appointed for a term of three years ending on the first Monday of July of the third year after appointment, or upon the appointment of his successor, whichever is later, except that in the first instance three of the members shall be appointed for a one-year term and two shall be appointed for two-year terms. Members of the museum board shall hold office at the pleasure of the city commission. Vacancies occurring other than through the expiration of term shall be filled for the unexpired term by the city commission.

(Ord. No. 2005, 1-25-10)

## Sec. 62-28. - Organization.

The museum board shall elect a chairman from its membership annually at its first meeting after the first Monday of July. The city clerk shall be a nonvoting ex officio member of the museum board and shall serve as its secretary; and the city treasurer shall be a nonvoting ex officio member of the museum board and shall serve as its treasurer.

(Ord. No. 2005, 1-25-10)

## Sec. 62-29. - Meetings.

The museum board shall hold at least one regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the museum board. Special meetings may be called by the secretary on the written request of the chairman or any three members of the museum board on at least two days' notice. The museum board shall adopt such rules for the conduct of its business as it may from time to time adopt by resolution. The museum board shall keep a written or printed record of its proceedings which shall be a public record and property of the city.

(Ord. No. 2005, 1-25-10)

## Sec. 62-30. - Expenditures.

The museum board shall have the power to expend such funds as may from time to time be appropriated to it by the city commission or otherwise received by it for the purpose of carrying out the powers and duties of the museum board. An account of all its receipts and expenditures shall be maintained which shall be a public record and property of the city.

(Ord. No. 2005, 1-25-10)

## Sec. 62-31. - Powers and duties.

- (a) Mission statement. The Birmingham Museum will explore meaningful connections with our past, in order to enrich our community and enhance its character and sustainability. Our mission is to promote understanding of Birmingham's historical and cultural legacy through preservation and interpretation of its ongoing story.
- (b) In general, it shall be the duty of the museum board to:
  - (1) Collect, arrange, catalogue and preserve historical material including books, pamphlets, maps, charts, manuscripts, papers, records and archives, paintings, statuary and other objects and materials relating to the history of the city and the surrounding area;
  - (2) Procure and preserve narratives of the residents of such area;
  - (3) Collect material of every description relative to the history, and culture of our Oakland County Native American tribes;
  - (4) Collect, prepare and display objects indicative of the life, customs, dress and resources of the residents of this area; and
  - (5) Make available from time to time source materials and historical studies relative to and illustrative of the history of the area.
- (c) The museum board shall have the power, with the assistance of all city public officials, to collect from the public offices in the city reproductions of any records, files, documents, books and

papers which, in the opinion of the museum board are of historical value.

(d) The museum board shall have the power to develop, operate and maintain the 1928 Allen House, 1822 John West Hunter House and John West Hunter Memorial Park, as part of the Birmingham Museum, as a museum and to serve as an advisory authority exercising control and management over this cultural resource.

(e) The museum board shall have the power to raise funds for the exercise of its powers and duties.

(Ord. No. 2005, 1-25-10; Ord. No. 2176, 3-14-16)

#### Sec. 62-32. - Executive director.

There shall be an executive director who shall be an employee of the city. The executive director shall, among other duties as established by the museum board, operate and manage the museum. The executive director shall report to the museum board and shall be appointed, removed and supervised by the city manager. The executive director shall attend all meetings of the museum board.

(Ord. No. 2005, 1-25-10)

#### Sec. 62-33. - Reports.

The museum board shall make and submit to the city commission annually a report of the general activities, operation, and condition of the Birmingham Museum for the preceding 12 months. The museum board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the museum board, advise the city commission in writing on all matters necessary and proper for and pertaining to the proper operation of the Birmingham Museum and any of its activities or properties.

(Ord. No. 2005, 1-25-10; Ord. No. 2176, 3-14-16)

#### Sec. 62-34. - Budget.

The executive director, on behalf of the museum board, will submit a complete itemized budget for the ensuing fiscal year to the city manager based on guidelines established in the city budgetary process.

(Ord. No. 2005, 1-25-10)

#### Sec. 62-35. - Protection of property.

No person shall take, use, or occupy any property under the control of the museum board except in accordance with such rules and regulations governing such as may from time to time be prescribed by the museum board.

(Ord. No. 2005, 1-25-10)

Secs. 62-36—62-55. - Reserved.



**Birmingham City Commission Minutes**  
**June 9, 2025**  
**Municipal Building, 151 Martin**  
**7:30 p.m.**  
**Vimeo Link: <https://vimeo.com/1092255026>**

**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  
Commissioner Schafer

Absent: None

Staff: City Manager Ecker; City Clerk Bingham, City Planner Blizinski, Finance Director Chavez, Assistant City Manager Clemence, Planning Director Dupuis, Assistant City Manager Fairbairn, Parking Services Manager Ford, City Attorney Kucharek, Police Captain Wald

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

## Announcements

Oakland County Commissioner Charlie Cavell – District 19

## Appointments

**06-194-25    Public Arts Board**

Lia Jamerson was interviewed for the appointment.

**MOTION:** Motion by Long:

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

VOICE VOTE

Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long

Nays: None

CC Bingham swore in the appointee.

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

David Bloom commented regarding the City's Memorial Day observance and regarding how tax assessments might be handled in the community moving forward.

**V. CONSENT AGENDA**

**06-195-25      Consent Agenda**

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

To move the consent agenda with the exception of Items F, J, K, M, and N.

ROLL CALL VOTE

Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long

Nays: None

- A. Resolution to approve the City Commission regular meeting minutes of May 19, 2025.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 22, 2025 in the amount of \$498,064.53.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 28, 2025 in the amount of \$797,956.43.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 5, 2025 in the amount of \$659,669.58.
- E. Resolution to approve the appropriations and amendments to the fiscal year 2024-2025 budget as follows:

General Fund:

Expenditures:

|                               |                        |              |
|-------------------------------|------------------------|--------------|
| Judicial                      | 101.0-286.000-959.0300 | \$ 108,040   |
| Public Works                  | 101.0-444.000-981.0100 | \$ (108,040) |
| Total Expenditure Adjustments |                        | \$ 0         |

Library Fund:

Revenues:

|                        |                        |           |
|------------------------|------------------------|-----------|
| Draw from Fund Balance | 271.0-000.000-400.0000 | \$ 30,000 |
|------------------------|------------------------|-----------|

Expenditures:

|           |                        |           |
|-----------|------------------------|-----------|
| Furniture | 271.0-790.000-972.0000 | \$ 30,000 |
|-----------|------------------------|-----------|

- G. Resolution to appoint Melissa Coatta as Representative and Jana Ecker as Alternate Representative of the City of Birmingham on the SOCWA Board of Trustees for the fiscal year starting July 1, 2025.
- H. Resolution to appoint Jana Ecker as Representative and Scott Zielinski as Alternate Representative of the City of Birmingham on the SOCRA Board of Trustees for the fiscal year starting July 1, 2025.
- I. Resolution to approve the Joint and Cooperative Agreement for Use of Personnel and Equipment during Emergencies via the City's membership with SCOPWA. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.
- L. Resolution to prepay in full the assessment for the Evergreen-Farmington Sanitary Drain Drainage District, Corrective Action Plan Walnut Lake No. 1 Drain Bond Series 2025 in the amount of \$15,400.00; to authorize the City Engineer to notify the Drain Board by June 27, 2025 of the intent to prepay; and further to charge this assessment to account number 590.0-537.000-811.0000.
- O. Resolution to award the 2025 Spring Tree Purchase and Plant project for 208 trees to be installed by KLM Landscape, for a total cost of \$111,438.00 paid from the following accounts:
  - \$22,287.60 from the Major Streets-Operating Supplies (202.0-449.005-729.0000)
  - \$22,287.60 from the Local Streets-Operating Supplies (203.0-449.005-729.0000)
  - \$22,287.60 from the Major Streets-Forestry Service Contractual Services (202.0-449.005-819.0000)
  - \$22,287.60 from the Local Streets-Forestry Service Contractual Services (203.0-449.005-819.0000)
  - \$22,287.60 from the Parks-Forestry Services (101.1-751.000-729.0000)

Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

#### **06-196-25 Consolidating Election Precincts and Polling Places (Item F)**

Commissioner Baller pulled Item F from the consent agenda. Staff answered informational questions from the Commission.

Commissioners noted the following aspects about the item:

- Voting precincts and locations would be changing for a number of voters within the City. More information will be available on the City's website.
- Many people went from voting in person on Election Day to voting absentee or early.
- These changes would represent a cost savings for the City.
- Ballots would be distributed in respect to the voters' appropriate legislative and county commissioner districts.
- These changes would be in effect for the November 4, 2025 election.

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

To make a motion adopting a resolution to approve the proposed consolidation of the nine existing election precinct boundaries to five election precincts.

VOICE VOTE:

Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long

Nays: None

#### **06-197-25 Water and Sewer Rate and Connection Fee Study Service Agreement (Item J)**

Commissioner Baller pulled Item J from the consent agenda. Staff answered informational questions from the Commission.

Commissioners noted the following aspects about the item:

- Street ratings are re-evaluated by the City every year.

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

To approve a professional service agreement for the 2025 Water/Sewer Rate and Connection Fee Study with Hubbell, Roth & Clark, Inc. with a term ending September 30, 2025. In addition, to authorize the Mayor and City Clerk to sign the Agreement on behalf of the City.

ROLL CALL VOTE:

Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long

Nays: None

#### **06-198-25 Award of the Quarton Lake Maintenance Dredging Project Contract #15-24 (M) (Item K)**

Commissioner Haig pulled Item J from the consent agenda. Staff answered informational questions from the Commission.

Commissioners noted the following aspects about the item:

- 380 cubic feet and 380 cubic yards are different amounts.
- The City needs to benchmark its received bids versus other local municipalities' bids.
- Dredging this area regularly is necessary for resident comfort.

**MOTION:** Motion by Haig, seconded by Host:

To award the Quarton Lake Maintenance Dredging Project Contract #15-24 (M) to Mid-American Group in the amount of \$593,008.29 plus a 10% contingency for a total of \$652,309.13. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all the insurance and bond requirements by Mid-American Group.

ROLL CALL VOTE:

Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long

Nays: None

**06-199-25    Special Land Use Permit and Final Site Plan & Design Review  
Application for 479 S. Old Woodward (Item M)**

Commissioner Haig pulled Item J from the consent agenda. Staff answered informational questions from the Commission.

Commissioners noted the following aspects about the item:

- 'Permit' should be changed to 'review'.

**MOTION:**                      Motion by Haig, seconded by Host:  
To set a public hearing date of July 14, 2025 to consider the Special Land Use Permit and Final Site Plan & Design Review application for 479 S. Old Woodward, to review the modification of the approved floor plans and the issuance of a waiver for 49 off-street parking spaces pursuant to Article 3, Section 3.04 (D)(3)(a) of the Zoning Ordinance.

ROLL CALL VOTE:  
Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long  
Nays: None

**06-200-25    Local Road Improvement Program Cost Participation Agreement (Item N)**

Commissioner Haig pulled Item N from the consent agenda. Staff answered informational questions from the Commission.

Commissioners noted the following aspects about the item:

- This is for a downtown, public road.
- Assistance may be available from the State for this project.
- The City should petition for more support for street improvements in order to reduce impact on residents. Even focusing on financial support for major streets would be beneficial.
- It was positive that the City pursued and received financial support from the State for this project.

**MOTION:**                      Motion by Haig, seconded by Long:  
To approve the Local Road Improvement Program Cost Participation Agreement between Oakland County and the City of Birmingham. In addition, to authorize the Mayor to sign the agreement on behalf of the City. Funding for this project has been budgeted in accounts 202.0-449.001-981.0100, 590.0-537.000-981.0100, and 591.0-544.000-981.0100.

ROLL CALL VOTE:  
Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long  
Nays: None

**VI.    CITY MANAGER’S REPORT**

**VII.    UNFINISHED BUSINESS**

**VIII.    NEW BUSINESS**

**06-201-25    Public Hearing for 280 E. Lincoln – Grace Baptist Church – Special Land Use Permit Amendment, Final Site Plan & Design Review**

Mayor Longe opened the public hearing at 8:29 p.m.

CP Blizinski presented the item.

Andrew Walters of Metro Consulting Associates spoke on behalf of the project.

Seeing no public comment, Mayor Longe closed the public hearing at 8:36 p.m.

Staff and the applicant team answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- It would be possible to create a circular flow without opportunity for counterflow between the north and south lots.
- The proposed design might allow people in the north lot to reverse and accidentally turn left into people entering one way into the south lot. The proposed signage would likely address this concern.
- There have not been traffic or parking problems associated with 280 E. Lincoln. This is a good neighbor within the neighborhood. The egress lane in the southern lot was a benefit.

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

To adopt the findings of the Planning Board and approve the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 280 E. Lincoln, to permit the renovation of an existing religious institution and associated parking lot.

ROLL CALL VOTE

Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long

Nays: None

**06-202-25 Resolution in opposition to Oakland County Board of Commissioners Resolution #2025-5051**

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

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

To make a resolution in opposition to Oakland County Board of Commissioners Resolution #2025-5051 as set forth on pages two and three of 8B of the packet.

ROLL CALL VOTE

Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long

Nays: None

**06-203-25 Contract for Oakland County Equalization Division Assessing Services**

FD Chavez presented the item. Staff answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- There are two reputable local firms that can do the necessary work. It is yet to be determined whether these firms would have capacity for Birmingham's assessments. The City may be able to enter into a contract with one of those firms.
- The City would have the ability to exit the contract with the County with 90 days notice if needed.
- It would be worth looking into whether the City could charge Oakland County or other entities for the collection activity the City undertakes on their behalf.
- The City may have a better sense of assessments that should be charged, which might result in an increase in assessment revenue.
- Concerns were raised about how the County might respond to a private entity's work. There may be more opportunities for audit or challenge at the County or State level. Audits and challenges could result in further costs.

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

To approve a three-year contract between the City and Oakland County for assessing services for the period of July 1, 2025 through June 30, 2028 and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City and to direct the City Manager to investigate alternate assessing service providers.

ROLL CALL VOTE

Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long

Nays: None

**06-204-25 Change Order – Chester Garage Accent Paint**

PSM Ford presented the item. Staff answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- The parking fund has sufficient monies to cover this cost.
- These changes would move the scope up.
- If the Parking Systems Manager does not recommend painting brick walls, it would be appropriate to follow that recommendation.
- The cost increase stems from the precision needed to paint some areas with multiple colors.
- This seems like an excessive cost increase. It is important to understand why some of the items that were originally budgeted for include cost increases.
- It would be important to know the warranty on the paint.
- A panel could be laid over a brick wall in order to add graphics.

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

To approve an addendum to the original agreement between the City of Birmingham and RAM Construction Services, Inc. for 2024 Chester St. Parking Structure Repair Project in the amount of \$430,927.20; further, to charge this expense to account number 514.1-594.008-977.000; to authorize the Mayor and City Clerk to sign the addendum on behalf of the City; and further to appropriate and amend the 2024-2025 Automobile Parking System Fund budget as follows:

|                        |                        |              |
|------------------------|------------------------|--------------|
| <u>Revenues</u>        |                        |              |
| 514.1-000.000-400.0000 | Draw from Net Position | \$430,927.20 |
| <u>Expenses</u>        |                        |              |
| 514.1-594.008-977.0000 | Buildings              | \$430,927.20 |

ROLL CALL VOTE

Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long

Nays: None

**NEXT Financial Update**

Next Executive Direction Cris Braun presented the item and answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- There was a \$500,000 increase in assets with no specified source. The statement does not show the transfer. This results in the money flow looking strange.
- In the shorter to medium term, all participating municipalities should match Birmingham's per capita contributions. In the longer term, the amount of all municipalities' contributions per capita should be increased as well.
- Increasing municipal contributions would allow Next to spend more on seniors. This would allow Next to better reach its goal of expanding its program offerings by 5% each year.
- This interlocal agreement could be renegotiated to create that increase.
- Ms. Braun received thanks for all of her work.
- Quasi-endowments are board-designated endowments.
- Next's quasi-endowment has grown meaningfully since 2012.
- It would be beneficial for Commissioners to receive a presentation on Next's forward-looking planning.
- The Commission looked forward to receiving this presentation on an annual basis, and the presentation by Ms. Braun was appreciated.

**06-205-25 Amendment to City Code Chapter 2 - Administration, Article II. – City Commission, Sec. 2-26**

CA Kucharek presented the item. Staff answered informational questions from the Commission.

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

To adopt an amendment to City Code Chapter 2 - Administration, Article II. – City Commission, Sec. 2-26 to move all City Commission meetings that fall on a holiday to alternate Mondays as needed.

ROLL CALL VOTE  
Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long  
Nays: None

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

**06-206-25    Resident Survey**

Commissioner Haig presented the proposed item.

**MOTION:**                      Motion by Haig, seconded by Host:  
To proceed with a community survey to understand residents’ priorities.

VOICE VOTE  
Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long  
Nays: None

**06-207-25    City Service Standards**

MPT Baller presented the proposed item.

**MOTION:**                      Motion by Longe, seconded by Haig:  
To discuss City service standards or guidelines as a full agenda item.

VOICE VOTE  
Ayes: Emerine, Haig, Schafer, Baller, Host, Longe, Long  
Nays: None

**IV.      REMOVED FROM CONSENT AGENDA**

**X.        COMMUNICATIONS**

- A. Communications regarding the Birmingham Community and Senior Center
- B. Communication regarding Memorial Day Service
- C. Communication regarding the Woodward Corridor Plan

It was noted that MDOT would be soliciting feedback on the Woodward Corridor Plan at two upcoming meetings.

**XI.      REPORTS**

- A. Commissioner Reports

Commissioner Host reported back from a recent ride along with the Birmingham Police Department.

Commissioner Host noted that a reading library in honor of Pat Andrews had been opened, noted two other significant Birmingham residents, and opined that City personnel should not be honored by the community and residents should be honored by the community.

- B. Commissioner Comments

The Commission discussed ways the City presently reduces noise-generating activity on Woodward, and ways noise-generating activity on Woodward might be further discouraged.

Commissioner Haig shared his observations from the Birmingham Community Fair, commending the Police Department's management, supporting the continuation of the Fair, supporting having further conversations about improving safety, and recommending louder megaphones for the Police Department.

The Mayor concurred with Commissioner Haig, adding that no Birmingham school students were involved in altercations.

Commissioner Long concurred with Commissioner Haig and the Mayor, and encouraged stringent prosecution of those involved in altercations at the fair.

Commissioner Long raised concerns about grass that was causing line of sight issues on the median of Woodward south of Maple.

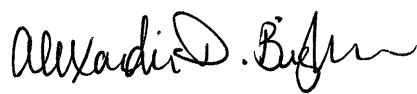
Commissioner Host said that resident concerns remained about speed remediation on Arlington and Shirley.

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

INFORMATION ONLY

**XII. ADJOURN**

The Commission motioned to adjourn at 10:34 p.m.



Alexandria Bingham, City Clerk



Laura Eichenhorn, City Transcriptionist



# City of Birmingham

## Warrant List Dated 06/12/2025

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| Check Number       | Early Release | Vendor # | Vendor                        | Amount   |
|--------------------|---------------|----------|-------------------------------|----------|
| <u>PAPER CHECK</u> |               |          |                               |          |
| 303924             | *             | 005430   | 21ST CENTURY MEDIA- MICHIGAN  | 767.50   |
| 303925             | *             | 000855   | 48TH DISTRICT COURT           | 750.00   |
| 303926             | *             | 006965   | 7UP DETROIT                   | 114.00   |
| 303927             | *             | 007266   | AETNA BEHAVIORAL HEALTH LLC   | 579.09   |
| 303928             |               | 001000   | ALLIED INC                    | 1,340.40 |
| 303929             |               | 009813   | ALMA TIRE SERVICE INC         | 2,235.96 |
| 303930             |               | 002484   | APPLIED CONCEPTS INC          | 581.40   |
| 303931             |               | 009202   | AQUARIUM DESIGN INC           | 240.00   |
| 303932             | *             | 006759   | AT&T                          | 550.00   |
| 303933             | *             | 006759   | AT&T                          | 520.16   |
| 303934             | *             | 006759   | AT&T                          | 622.04   |
| 303935             | *             | 006759   | AT&T                          | 325.00   |
| 303936             |               | MISC     | BARBARA CONNOLLY              | 200.00   |
| 303937             |               | 002231   | BILLINGS LAWN EQUIPMENT INC.  | 6.03     |
| 303938             | *             | 000524   | BIRMINGHAM LOCKSMITH INC      | 496.00   |
| 303939             |               | 003526   | BOUND TREE MEDICAL, LLC       | 1,118.34 |
| 303940             | *             | 006953   | JACQUELYN BRITO               | 241.20   |
| 303941             | *             | 009409   | DESIGN CABINETS               | 285.00   |
| 303942             |               | 003907   | CADILLAC ASPHALT, LLC         | 1,061.25 |
| 303943             | *             | 009078   | CANON SOLUTIONS AMERICA INC   | 88.34    |
| 303944             | *             | 000571   | CAR TRUCKING INC              | 4,350.35 |
| 303945             |               | 004269   | CENTER POINT LARGE PRINT      | 145.45   |
| 303946             | *             | 009319   | COMPTON PRESS INDUSTRIES LLC  | 3,235.73 |
| 303947             |               | UBREFUND | CONSTANCE ROMANELLI           | 165.88   |
| 303948             | *             | 000627   | CONSUMERS ENERGY              | 1,038.00 |
| 303949             |               | 008512   | COOL THREADS EMBROIDERY       | 314.17   |
| 303950             | *             | 006115   | CORRIGAN MOVING SYSTEMS       | 124.00   |
| 303951             | *             | 009145   | CREATIVE COLLABORATIONS       | 3,800.00 |
| 303952             |               | 003802   | CROSWELL GREENHOUSE, INC      | 4,002.00 |
| 303953             | *             | 009815   | CULLIGAN OF ANN ARBOR/DETROIT | 10.00    |
| 303954             | *             | BDREFUND | D'ANGELO CONSTRUCTION CORP    | 5,000.00 |
| 303955             |               | 009549   | DAN'S LAWN MAINTENANCE        | 3,500.00 |
| 303956             |               | 000233   | DEAN SELLERS                  | 2,193.07 |
| 303957             |               | BDREFUND | DEVEREAUX, DAVID E            | 2,239.20 |
| 303958             | *             | 010034   | DEVYN MITCHELL                | 200.00   |
| 303959             | *             | 000179   | DTE ENERGY                    | 93.52    |
| 303960             | *             | 000179   | DTE ENERGY                    | 130.98   |
| 303961             | *             | 000179   | DTE ENERGY                    | 1,797.94 |
| 303962             | *             | 000179   | DTE ENERGY                    | 20.74    |
| 303963             | *             | 000179   | DTE ENERGY                    | 245.41   |
| 303964             | *             | 000179   | DTE ENERGY                    | 585.74   |
| 303965             | *             | 000179   | DTE ENERGY                    | 172.16   |

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| 303966       | *             | 000179   | DTE ENERGY                         | 2,206.53   |
| 303967       | *             | 000179   | DTE ENERGY                         | 81.73      |
| 303968       |               | 001495   | ETNA SUPPLY                        | 4,892.03   |
| 303969       | *             | 000936   | FEDEX                              | 107.30     |
| 303970       |               | BDREFUND | FULLER CENTRAL PARK PROPTS         | 1,000.00   |
| 303971       | *             | 004604   | GORDON FOOD                        | 712.01     |
| 303972       | *             | 000726   | GUARDIAN ALARM                     | 250.00     |
| 303973       |               | 001377   | HAGOPIAN CLEANING SERVICES         | 157.00     |
| 303974       |               | 010006   | HJP LEGAL                          | 3,425.00   |
| 303975       | *             | 001956   | HOME DEPOT CREDIT SERVICES         | 663.89     |
| 303976       | *             | 009659   | EMILY JOY HOWARD                   | 300.00     |
| 303977       | *             | 009551   | INTERMEDIA. NET INC                | 788.14     |
| 303978       | *             | 009401   | IRENE S WASSEL                     | 937.50     |
| 303979       |               | 008457   | ITALIA CONSTRUCTION INC            | 38,173.17  |
| 303980       | *             | 009946   | JORDAN ZUPPKE LAW                  | 500.00     |
| 303981       | *             | 009403   | JUSTIN ZAYID                       | 1,125.00   |
| 303982       |               | 010065   | K & M TIRE INC                     | 291.00     |
| 303983       | *             | 004088   | KGM DISTRIBUTORS INC               | 304.00     |
| 303984       | *             | 005049   | SHEILA C. LANDIS                   | 250.00     |
| 303985       | *             | 009386   | LAW OFFICE OF BRIAN P. FENECH      | 7,375.00   |
| 303986       | *             | 009963   | LAW OFFICE OF ROBERT J MORAD PLLC  | 375.00     |
| 303987       |               | 010013   | LAW OFFICE OF ZENA ISSHAK, PPLC    | 450.00     |
| 303988       |               | 009766   | LUNGHAMER FORD OF OWOSSO, LLC      | 51,629.00  |
| 303989       |               | 010003   | MANOOGIAN LAW PLLC                 | 1,087.50   |
| 303990       | *             | 009645   | MARIA FOURNIER                     | 200.00     |
| 303991       | *             | 000369   | MCFI                               | 1,258.77   |
| 303992       | *             | 009200   | MICHAEL MORRISON                   | 750.00     |
| 303993       | *             | 007479   | MICHIGAN BREAD BAKERY              | 54.20      |
| 303994       | *             | 001387   | MICHIGAN MUNICIPAL LEAGUE          | 369,728.00 |
| 303995       |               | 006227   | MICHIGAN RECREATIONAL CONSTRUCTION | 1,900.00   |
| 303996       | *             | 006461   | MID AMERICA RINK SERVICES          | 1,501.80   |
| 303997       |               | 009630   | MIDWAY CLEANING CO, LLC            | 800.00     |
| 303998       |               | 000230   | MIKE SAVOIE CHEVROLET INC          | 488.10     |
| 303999       | *             | 000649   | MML WORKERS' COMP FUND             | 95,715.00  |
| 304000       | *             | 007163   | MOBILE HEALTH RESOURCES            | 2,181.63   |
| 304001       | *             | 007744   | MOHAMED F. CHAMMAA                 | 65.10      |
| 304002       | *             | 007462   | MICHAEL MORAD                      | 400.00     |
| 304003       |               | 009623   | NEWSBANK, INC                      | 6,299.00   |
| 304004       | *             | 000477   | OAKLAND COUNTY                     | 508,980.00 |
| 304005       | *             | 004370   | OCCUPATIONAL HEALTH CENTERS OF MI  | 132.00     |
| 304006       | *             | 009478   | ODP BUSINESS SOLUTIONS, LLC        | 200.84     |
| 304007       |               | MISC     | OWEN ROBERT REIBSCHEID             | 60.00      |
| 304008       |               | 009151   | PARAGON LABORATORIES INC           | 3,348.00   |

# City of Birmingham

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|----------------------|---------------|----------|-------------------------------------|----------------|
| 304009               | *             | 009827   | PARKER TECHNOLOGY, LLC              | 3,111.50       |
| 304010               |               | 007823   | PITNEY BOWES GLOBAL FINANCIAL       | 493.83         |
| 304011               |               | 009612   | PLAYAWAY PRODUCTS LLC               | 643.10         |
| 304012               |               | 009154   | POWERDMS INC                        | 3,710.00       |
| 304013               | *             | 010051   | PRODIO LLC                          | 750.00         |
| 304014               | *             | 002728   | PSYBUS, P.C.                        | 6,000.00       |
| 304015               | *             | 007336   | REVIZE LLC                          | 3,900.00       |
| 304016               | *             | 009949   | SMALL LAW PLLC                      | 850.00         |
| 304017               |               | 000218   | ROYAL OAK P.D.Q. LLC                | 273.00         |
| 304018               | *             | 010055   | RUSSELL LANDSCAPING INC             | 40,000.00      |
| 304019               |               | 010049   | SCBA SALES AND RENTALS LLC          | 9,611.98       |
| 304020               |               | 009548   | SHARE CORPORATION                   | 193.66         |
| 304021               |               | 004072   | SHOWCASES                           | 185.11         |
| 304021               | *             | 004072   | SHOWCASES                           | 329.99         |
| 304022               | *             | 008073   | SITEONE LANDSCAPE SUPPLY, INC       | 441.21         |
| 304023               | *             | 005731   | SOUTHEASTERN MICHIGAN SEALANTS INC. | 2,761.50       |
| 304024               | *             | 000260   | SPARTAN DISTRIBUTORS INC            | 61.76          |
| 304025               | *             | 009964   | STAGE2 DATA INC.                    | 1,491.84       |
| 304026               | *             | 006783   | STATE OF MICHIGAN                   | 150.00         |
| 304027               | *             | 009201   | STEPHEN SHUKWIT                     | 700.00         |
| 304028               |               | 007408   | T-MOBILE                            | 774.79         |
| 304029               |               | 008697   | T-MOBILE USA, INC                   | 165.00         |
| 304030               | *             | 001076   | TAYLOR FREEZER OF MICH INC          | 325.00         |
| 304031               |               | UBREFUND | TIM SHEEHY                          | 335.40         |
| 304032               | *             | 004379   | TURNER SANITATION, INC              | 860.00         |
| 304033               |               | 009863   | US BANK EQUIPMENT FINANCE           | 69.93          |
| 304034               | *             | 007226   | VALLEY CITY LINEN, INC              | 107.76         |
| 304035               | *             | 000158   | VERIZON WIRELESS                    | 103.94         |
| 304036               | *             | 000158   | VERIZON WIRELESS                    | 1,142.85       |
| 304037               | *             | 000158   | VERIZON WIRELESS                    | 76.02          |
| 304038               | *             | 009806   | VFP FIRE SYSTEMS                    | 1,025.00       |
| 304039               | *             | 007620   | WJE-WISS, JANNEY, ELSTNER ASSOC.INC | 43,250.00      |
| 304040               | *             | 005360   | WORRY FREE INC                      | 7,755.00       |
| SUBTOTAL PAPER CHECK |               |          |                                     | \$1,288,278.46 |

### ACH TRANSACTION

|       |   |        |                                     |           |
|-------|---|--------|-------------------------------------|-----------|
| 13425 | * | 009393 | AMANDA MCBRIDE                      | 1,125.00  |
| 13426 | * | 000282 | APOLLO FIRE APPARATUS SALES AND SER | 14,726.16 |
| 13427 | * | 001357 | ART/DESIGN GROUP LTD                | 780.00    |
| 13428 |   | 009609 | BALIAN LEGAL, PLC                   | 1,900.00  |
| 13429 | * | 000517 | BEIER HOWLETT P.C.                  | 346.50    |
| 13430 | * | 007345 | BEVERLY HILLS ACE                   | 27.68     |
| 13431 | * | 006683 | BIRMINGHAM LAWN MAINTENANCE, INC    | 496.00    |
| 13432 | * | 000542 | BLUE WATER INDUSTRIAL PRODUCTS INC  | 118.50    |

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| 13433        |               | 009183   | BOB ADAMS TOWING                 | 533.05     |
| 13434        |               | 008545   | JAIMI BROOK                      | 21.92      |
| 13435        | *             | 009396   | CECILIA QUIRINDONGO BAUNSOE      | 1,837.50   |
| 13436        |               | 000902   | CENGAGE LEARNING INC             | 74.97      |
| 13437        |               | 000605   | CINTAS CORPORATION               | 199.31     |
| 13438        |               | 000605   | CINTAS CORPORATION               | 259.90     |
| 13438        | *             | 000605   | CINTAS CORPORATION               | 171.55     |
| 13439        | *             | 000605   | CINTAS CORPORATION               | 133.47     |
| 13440        |               | 009926   | CITY OF BIRMINGHAM #262          | 1,399.30   |
| 13441        |               | 009929   | CITY OF BIRMINGHAM #263          | 4,241.46   |
| 13442        | *             | 009540   | CIVICPLUS, LLC                   | 2,400.00   |
| 13443        | *             | 008044   | CLUB PROPHET                     | 869.00     |
| 13444        |               | 001750   | COMERICA BANK                    | 1,378.75   |
| 13444        |               | 001750   | COMERICA BANK                    | 299,286.93 |
| 13445        |               | 003176   | COMERICA BANK - RHC              | 842.25     |
| 13445        |               | 003176   | COMERICA BANK - RHC              | 101,230.18 |
| 13446        |               | 002668   | CONTRACTORS CLOTHING CO          | 876.74     |
| 13446        | *             | 002668   | CONTRACTORS CLOTHING CO          | 173.52     |
| 13447        | *             | 009873   | D/A CENTRAL INC.                 | 1,654.28   |
| 13448        |               | 009918   | DAN'S EXCAVATING, INC.           | 92,744.77  |
| 13449        |               | 009515   | KAMERON DIMITRY                  | 141.40     |
| 13450        | *             | 001077   | DUNCAN PARKING TECH INC          | 6,202.35   |
| 13451        | *             | 000995   | EQUATURE                         | 2,604.55   |
| 13452        |               | 009916   | FASTFIELD, INC.                  | 83.95      |
| 13453        |               | 000213   | FIRE DEFENSE EQUIP CO INC        | 175.88     |
| 13454        | *             | 009387   | FRAIBERG & PERNIE PLLC           | 9,338.54   |
| 13455        | *             | 000243   | GRAINGER                         | 188.70     |
| 13456        |               | 000331   | HUBBELL ROTH & CLARK INC         | 12,611.76  |
| 13457        |               | 000948   | HYDROCORP                        | 1,429.00   |
| 13458        | *             | 002023   | IDEAL SHIELD                     | 1,596.63   |
| 13459        | *             | 009390   | IDUMESARO LAW FIRM, PLLC         | 1,125.00   |
| 13460        | *             | 008851   | INSIGHT INVESTMENT               | 7,702.39   |
| 13461        |               | 009249   | JCC CREATIVE LLC                 | 1,750.00   |
| 13462        | *             | 003458   | JOE'S AUTO PARTS, INC.           | 597.54     |
| 13463        | *             | 005876   | KROPF MECHANICAL SERVICE COMPANY | 3,216.02   |
| 13464        | *             | 009385   | LAW OFFICE OF MICHAEL J. DICK    | 4,725.00   |
| 13465        | *             | 005550   | LEE & ASSOCIATES CO., INC.       | 2,058.38   |
| 13466        | *             | 003527   | LOWER HURON SUPPLY CO INC        | 1,175.86   |
| 13467        |               | 009663   | MACQUEEN EQUIPMENT, LLC          | 850.00     |
| 13468        | *             | 009398   | MARCIA C ROSS PC                 | 375.00     |
| 13469        | *             | 000377   | MICHIGAN MUNICIPAL LEAGUE        | 8,289.00   |
| 13470        |               | 002013   | MIDWEST TAPE                     | 384.28     |
| 13471        | *             | 009242   | MILES PARTNERSHIP LLLP           | 1,505.00   |

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|--------------------------|---------------|----------|-------------------------------------|----------------|
| 13472                    |               | 004879   | MOTOROLA SOLUTIONS INC              | 25,307.80      |
| 13473                    | *             | 001194   | NELSON BROTHERS SEWER               | 1,525.00       |
| 13474                    | *             | 007755   | NETWORK SERVICES COMPANY            | 1,117.80       |
| 13475                    |               | 001864   | NOWAK & FRAUS ENGINEERS             | 11,038.00      |
| 13476                    | *             | 006359   | NYE UNIFORM COMPANY                 | 140.00         |
| 13477                    | *             | 002767   | OSCAR W. LARSON CO.                 | 3,613.25       |
| 13478                    | *             | 006027   | PENCHURA, LLC                       | 1,970.00       |
| 13479                    | *             | 000897   | PRINTING SYSTEMS INC                | 158.82         |
| 13480                    | *             | 009666   | RAM CONSTRUCTION SERVICES OF MICHIG | 380,829.69     |
| 13481                    | *             | 001181   | ROSE PEST SOLUTIONS                 | 300.00         |
| 13482                    | *             | 003785   | SIGNS-N-DESIGNS INC                 | 2,895.00       |
| 13483                    |               | 000254   | SOCRRA                              | 88,506.00      |
| 13483                    | *             | 000254   | SOCRRA                              | 630.00         |
| 13484                    | *             | 001097   | SOCWA                               | 196,101.06     |
| 13485                    |               | 005787   | SOUTHEASTERN EQUIPMENT CO. INC      | 340.68         |
| 13486                    | *             | 004692   | TRANSPARENT WINDOW CLEANING         | 5,640.00       |
| 13487                    | *             | 009708   | JEREMY TURNER                       | 199.00         |
| SUBTOTAL ACH TRANSACTION |               |          |                                     | \$1,318,287.02 |
| GRAND TOTAL              |               |          |                                     | \$2,606,565.48 |

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



Mary Chavez  
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 06/19/2025**

Meeting of 06/23/2025

| Check Number       | Early Release | Vendor # | Vendor                             | Amount    |
|--------------------|---------------|----------|------------------------------------|-----------|
| <u>PAPER CHECK</u> |               |          |                                    |           |
| 304041             |               | BDREFUND | 1155 PURITAN, LLC                  | 100.00    |
| 304042             | *             | 005430   | 21ST CENTURY MEDIA- MICHIGAN       | 399.50    |
| 304043             | *             | 005430   | 21ST CENTURY MEDIA- MICHIGAN       | 399.50    |
| 304044             | *             | 005430   | 21ST CENTURY MEDIA- MICHIGAN       | 1,243.25  |
| 304045             | *             | 009346   | ACCUFORM PRINTING & GRAPHICS, INC  | 194.00    |
| 304046             |               | 008106   | ACUSHNET COMPANY                   | 514.88    |
| 304047             |               | MISC     | ADRIENNE VOLK                      | 120.00    |
| 304048             | *             | 009519   | ADVANTAGE REPORTING                | 150.40    |
| 304049             |               | BDREFUND | ANTO GLASS BLOCK INC               | 100.00    |
| 304050             | *             | 006759   | AT&T                               | 52.13     |
| 304051             |               | BDREFUND | BABI CONSTRUCTION INC              | 1,000.00  |
| 304052             |               | 000843   | BAKER & TAYLOR BOOKS               | 534.70    |
| 304052             | *             | 000843   | BAKER & TAYLOR BOOKS               | 155.43    |
| 304053             |               | 009682   | BERESFORD COMPANY                  | 60.00     |
| 304054             | *             | 002231   | BILLINGS LAWN EQUIPMENT INC.       | 1,709.95  |
| 304055             |               | 003526   | BOUND TREE MEDICAL, LLC            | 1,148.51  |
| 304056             |               | BDREFUND | BRICKHEADS MASONRY & CONCRETE      | 100.00    |
| 304057             |               | BDREFUND | BRICKWORKS PROPERTY RESTORATION    | 100.00    |
| 304058             | *             | 006953   | JACQUELYN BRITO                    | 1,090.32  |
| 304059             |               | BDREFUND | BRUTTELL ROOFING INC               | 100.00    |
| 304060             |               | 005717   | BSB COMMUNICATIONS, INC.           | 175.00    |
| 304061             |               | 003907   | CADILLAC ASPHALT, LLC              | 1,218.19  |
| 304062             | *             | 009944   | CARTER'S CEMETERY PRESERVATION INC | 4,802.50  |
| 304063             |               | 003802   | CROSWELL GREENHOUSE, INC           | 4,528.00  |
| 304064             |               | BDREFUND | CUMMING CONCRETE CONSTRUCTION, INC | 100.00    |
| 304065             |               | BDREFUND | DALE JAMES WEGRZYN                 | 200.00    |
| 304066             |               | 010022   | DAVIS & STATON, INC                | 208.00    |
| 304067             |               | 000233   | DEAN SELLERS                       | 1,006.91  |
| 304068             | *             | 000575   | DEMCO, INC                         | 348.39    |
| 304069             |               | BDREFUND | DIANA'S CLEANERS LLC               | 100.00    |
| 304070             |               | BDREFUND | DIMAMBRO CONSTRUCTION LLC          | 100.00    |
| 304071             | *             | 000179   | DTE ENERGY                         | 865.03    |
| 304072             | *             | 000179   | DTE ENERGY                         | 36.21     |
| 304073             |               | 000179   | DTE ENERGY                         | 39.98     |
| 304074             | *             | 000179   | DTE ENERGY                         | 190.44    |
| 304075             | *             | 000179   | DTE ENERGY                         | 866.86    |
| 304076             | *             | 000179   | DTE ENERGY                         | 136.13    |
| 304077             | *             | 000179   | DTE ENERGY                         | 31.56     |
| 304078             | *             | 000179   | DTE ENERGY                         | 44.20     |
| 304079             | *             | 000180   | DTE ENERGY                         | 53,598.46 |
| 304080             |               | 001495   | ETNA SUPPLY                        | 3,447.13  |
| 304080             | *             | 001495   | ETNA SUPPLY                        | 1,500.00  |

**City of Birmingham**  
**Warrant List Dated 06/19/2025**

Meeting of 06/23/2025

| Check Number | Early Release | Vendor #  | Vendor                              | Amount    |
|--------------|---------------|-----------|-------------------------------------|-----------|
| 304081       |               | 007212    | FOSTER BLUE WATER OIL               | 337.66    |
| 304082       |               | BDREFUND  | FOUNDATION SYSTEMS OF MICHIGAN INC. | 100.00    |
| 304083       |               | BDREFUND  | GEORGE NESTOR                       | 100.00    |
| 304084       |               | BDREFUND  | GOLD MEDAL ROOFING                  | 100.00    |
| 304085       | *             | 009556    | MADELINE GOLD                       | 261.00    |
| 304086       | *             | 004604    | GORDON FOOD                         | 1,151.10  |
| 304087       |               | BDREFUND  | GRACE BAPTIST CHURCH                | 100.00    |
| 304088       |               | 000249    | GA BUSINESS PURCHASER LLC           | 324.64    |
| 304089       |               | 001531    | GUNNERS METER & PARTS INC           | 320.00    |
| 304090       | *             | 001956    | HOME DEPOT CREDIT SERVICES          | 446.23    |
| 304091       |               | 001874    | HUNT SIGN COMPANY, INC              | 678.40    |
| 304092       | *             | MISC      | IAN NOCK                            | 32.54     |
| 304093       |               | 009910    | IDI                                 | 153.00    |
| 304094       |               | 000340    | INDUSTRIAL BROOM SERVICE, LLC       | 828.80    |
| 304095       |               | 001090    | INGRAM LIBRARY SERVICES             | 14,596.65 |
| 304098       |               | 000342    | INTERSTATE BATTERIES OF SE MICH     | 105.91    |
| 304099       |               | 000344    | J.T. EXPRESS, LTD.                  | 1,181.25  |
| 304100       |               | BDREFUND  | JANELLE LYNN WHIPPLE-BOYCE          | 100.00    |
| 304101       | *             | 010074    | JOHN R KRAFT                        | 350.00    |
| 304102       |               | 005291    | KAESER & BLAIR INC                  | 1,087.91  |
| 304103       |               | BDREFUND  | KARP HOLDINGS INC                   | 500.00    |
| 304104       |               | BDREFUND  | KAVANAUGH, DAMIEN                   | 100.00    |
| 304105       |               | BDREFUND  | KBJ GROUP LLC                       | 100.00    |
| 304106       |               | BDREFUND  | KING, ANDRE                         | 100.00    |
| 304107       |               | BDREFUND  | KIRK LINDAHL                        | 100.00    |
| 304108       | *             | 000362    | KROGER COMPANY                      | 49.90     |
| 304109       | *             | SADREFUND | LANG LIVING TRUST                   | 1,182.26  |
| 304110       |               | BDREFUND  | MAINSTREET DESIGN & BUILD           | 100.00    |
| 304111       |               | BDREFUND  | METRO DETROIT SIGNS INC             | 200.00    |
| 304112       | *             | 009085    | MGSE SECURITY LLC                   | 1,402.00  |
| 304113       |               | 002207    | MICHIGAN AUTOMATIC SPRINKLER, INC.  | 3,939.50  |
| 304114       | *             | 001253    | MICHIGAN MUNICIPAL RISK             | 4,372.00  |
| 304115       |               | 001497    | MICHIGAN STATE POLICE               | 30.00     |
| 304116       | *             | 001950    | MILLER CANFIELD PADDOCK AND         | 595.00    |
| 304117       |               | BDREFUND  | MNM CONSTRUCTION                    | 100.00    |
| 304118       |               | 009704    | NOAR TECHNOLOGIES                   | 890.00    |
| 304119       | *             | 009748    | NORTHSTAR PAINTING                  | 10,630.00 |
| 304120       | *             | 000919    | OAKLAND COUNTY TREASURER            | 32,727.71 |
| 304121       | *             | 004370    | OCCUPATIONAL HEALTH CENTERS OF MI   | 489.00    |
| 304122       | *             | 009478    | ODP BUSINESS SOLUTIONS, LLC         | 40.09     |
| 304123       |               | 006785    | OVERDRIVE, INC.                     | 19,290.22 |
| 304124       |               | BDREFUND  | PELLA WINDOWS & DOORS, INC.         | 1,000.00  |
| 304125       |               | 007588    | PERMACARD                           | 582.84    |

# City of Birmingham

## Warrant List Dated 06/19/2025

Meeting of 06/23/2025

| Check Number         | Early Release | Vendor # | Vendor                              | Amount       |
|----------------------|---------------|----------|-------------------------------------|--------------|
| 304126               |               | 010070   | PG GOLF LLC                         | 1,090.29     |
| 304127               | *             | 001883   | PIONEER DOOR COMPANY INC            | 14,903.75    |
| 304128               |               | BDREFUND | POWER HOME REMODELING GROUP         | 100.00       |
| 304129               |               | BDREFUND | PREMIER ROOFING AND RENOVATIONS     | 100.00       |
| 304130               |               | BDREFUND | PWD, LLC                            | 200.00       |
| 304131               |               | BDREFUND | RENEWAL BY ANDERSEN                 | 500.00       |
| 304132               |               | BDREFUND | RENEWAL BY ANDERSEN LLC             | 500.00       |
| 304133               |               | BDREFUND | ROBERT J SOWLES                     | 1,000.00     |
| 304134               |               | 000746   | ROCHESTER HILLS PUBLIC LIBRARY      | 17.99        |
| 304135               |               | 010050   | RONALD A. MAC KOOL, JR., PLLC       | 375.00       |
| 304136               | *             | 002806   | SAM'S CLUB/SYNCHRONY BANK           | 244.90       |
| 304137               |               | BDREFUND | SCHUSTER CONSTRUCTION               | 100.00       |
| 304138               | *             | 009178   | SERVICE GLASS COMPANY INC           | 1,498.95     |
| 304139               | *             | 007142   | SHERWIN-WILLIAMS COMPANY            | 57.44        |
| 304140               |               | BDREFUND | SIGNSCAPES                          | 100.00       |
| 304141               |               | BDREFUND | SMOLYANOV HOME IMPROVMENT           | 100.00       |
| 304142               | *             | 007010   | STATE OF MICHIGAN                   | 22,371.04    |
| 304143               |               | 009867   | SUBURBAN LANDSCAPING MANAGEMENT INC | 90.00        |
| 304144               |               | 008697   | T-MOBILE USA, INC                   | 165.00       |
| 304145               |               | 000286   | TARGET SPECIALTY PRODUCTS           | 750.00       |
| 304146               |               | BDREFUND | TEDDY'S LANDSCAPE                   | 100.00       |
| 304147               | *             | 007115   | TERMINIX PROCESSING CENTER          | 113.06       |
| 304148               |               | BDREFUND | TIM BOKOVOY                         | 200.00       |
| 304149               | *             | MISC     | TODAY'S CLASSROOM LLC               | 14,195.72    |
| 304150               |               | BDREFUND | TUFF SHED INC                       | 100.00       |
| 304151               | *             | 008941   | UPTOWN MARKET OF BIRMINGHAM         | 522.68       |
| 304152               | *             | 007226   | VALLEY CITY LINEN, INC              | 42.07        |
| 304153               | *             | 000158   | VERIZON WIRELESS                    | 308.16       |
| 304154               | *             | 000158   | VERIZON WIRELESS                    | 455.48       |
| 304155               | *             | 009806   | VFP FIRE SYSTEMS                    | 5,085.00     |
| 304156               |               | BDREFUND | WEATHERGARD WINDOWS CO INC          | 500.00       |
| SUBTOTAL PAPER CHECK |               |          |                                     | \$249,577.70 |

### ACH TRANSACTION

|       |   |        |                                  |           |
|-------|---|--------|----------------------------------|-----------|
| 13496 |   | 000394 | AERO FILTER INC                  | 190.00    |
| 13497 |   | 003708 | AIRGAS USA, LLC                  | 444.10    |
| 13498 | * | 001357 | ART/DESIGN GROUP LTD             | 162.50    |
| 13499 | * | 007345 | BEVERLY HILLS ACE                | 100.78    |
| 13500 |   | 006683 | BIRMINGHAM LAWN MAINTENANCE, INC | 19,360.00 |
| 13501 |   | 007875 | CANFIELD EQUIPMENT SERVICE INC.  | 950.49    |
| 13502 |   | 000605 | CINTAS CORPORATION               | 199.31    |
| 13503 |   | 000605 | CINTAS CORPORATION               | 212.83    |
| 13504 |   | 000605 | CINTAS CORPORATION               | 256.65    |
| 13505 |   | 002668 | CONTRACTORS CLOTHING CO          | 328.05    |



**City of Birmingham**  
**Warrant List Dated 06/19/2025**

Meeting of 06/23/2025

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| 13506                    | *             | 009195   | CROWN CASTLE FIBER LLC              | 6,907.84     |
| 13507                    | *             | 009557   | ZECO, LLC                           | 330.00       |
| 13508                    | *             | 000847   | DETROIT SALT COMPANY                | 61,924.78    |
| 13509                    | *             | 006077   | DI PONIO CONTRACTING INC            | 74,489.80    |
| 13510                    | *             | 000565   | DORNBOS SIGN & SAFETY INC           | 275.15       |
| 13511                    | *             | 010069   | DOTY & SONS CONCRETE PRODUCTS, INC. | 1,605.00     |
| 13512                    | *             | 007538   | EGANIX, INC.                        | 960.00       |
| 13513                    | *             | 004574   | FAIR-WAY TILE & CARPET, INC.        | 1,503.00     |
| 13514                    | *             | 007807   | G2 CONSULTING GROUP LLC             | 5,585.50     |
| 13515                    | *             | 000243   | GRAINGER                            | 259.64       |
| 13516                    | *             | 008105   | JASON GRANROTH                      | 74.13        |
| 13517                    |               | 000261   | J.H. HART URBAN FORESTRY            | 56,010.60    |
| 13518                    |               | 009298   | JCR SUPPLY INC                      | 1,504.82     |
| 13519                    | *             | 003458   | JOE'S AUTO PARTS, INC.              | 1,225.06     |
| 13520                    | *             | 004085   | KONE INC                            | 2,086.45     |
| 13521                    | *             | 005550   | LEE & ASSOCIATES CO., INC.          | 1,777.36     |
| 13522                    |               | 009536   | LEXIPOL                             | 9,999.00     |
| 13523                    |               | 002013   | MIDWEST TAPE                        | 978.16       |
| 13524                    |               | 004879   | MOTOROLA SOLUTIONS INC              | 260.00       |
| 13525                    |               | 001194   | NELSON BROTHERS SEWER               | 140.00       |
| 13526                    |               | 009276   | NEWTONS SOLUTIONS LLC               | 2,100.00     |
| 13526                    | *             | 009276   | NEWTONS SOLUTIONS LLC               | 800.00       |
| 13527                    | *             | 007856   | NEXT                                | 877.50       |
| 13528                    | *             | 009706   | NORTHSTAR MAT SERVICE               | 444.82       |
| 13529                    |               | 001864   | NOWAK & FRAUS ENGINEERS             | 7,137.00     |
| 13530                    | *             | 006359   | NYE UNIFORM COMPANY                 | 135.00       |
| 13531                    | *             | 002767   | OSCAR W. LARSON CO.                 | 255.00       |
| 13532                    |               | 003963   | DAVID PAPANDREA                     | 1,665.00     |
| 13533                    |               | 005688   | PEGASUS ENTERTAINMENT INC           | 5,500.00     |
| 13534                    | *             | 006027   | PENCHURA, LLC                       | 258.00       |
| 13535                    | *             | 001753   | PEPSI COLA                          | 573.88       |
| 13536                    | *             | 005344   | RESERVE ACCOUNT                     | 8,000.00     |
| 13537                    | *             | 001181   | ROSE PEST SOLUTIONS                 | 198.00       |
| 13538                    |               | 001097   | SOCWA                               | 31,647.95    |
| 13539                    | *             | 000969   | VIGILANTE SECURITY INC              | 350.87       |
| 13540                    |               | 008711   | VOLVIK USA                          | 1,484.10     |
| SUBTOTAL ACH TRANSACTION |               |          |                                     | \$311,528.12 |

**City of Birmingham**  
**Warrant List Dated 06/19/2025**

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| Check Number | Early Release | Vendor # | Vendor | Amount       |
|--------------|---------------|----------|--------|--------------|
| GRAND TOTAL  |               |          |        | \$561,105.82 |

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



Mary Chavez  
Finance Director/ Treasurer

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



## MEMORANDUM

City Clerk's Office

**DATE:** June 16, 2025

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

**FROM:** Alexandria Bingham, City Clerk

**SUBJECT:** Annual Review of Fee Schedule for 2025 – 2026 Fiscal Year

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### INTRODUCTION:

The City Commission annually reviews and adopts the Schedule of Fees, Charges, Bonds and Insurance. This includes the amount of any bond required to be posted, amount of insurance required to be carried, or fees to obtain any license to engage in the operation, conduct or carrying on of any trade, profession, business or privilege for which a license is required by the provisions of the Birmingham City Code.

### BACKGROUND:

Proposed changes are noted as follows on the attached fee schedule:

| CHANGE CODES AS LISTED ON THE FEE SCHEDULE |                                                        |
|--------------------------------------------|--------------------------------------------------------|
| A                                          | Fee has remained the same for many years               |
| B                                          | Proposed fee covers current costs                      |
| C                                          | Pass through costs that reflect actual cost of service |
| D                                          | Fee consistent with neighboring communities            |
| E                                          | New Fee                                                |
| F                                          | Increase to cover normal inflationary increase         |
| G                                          | No longer provide this service                         |
| H                                          | Other                                                  |

Departmental Summary of proposed changes:

Clerk's Office

No changes.

Community Development

No changes.

#### Department of Public Services

A new fee was added for residential inspection. The opt out plan meter reading fee was increased to cover normal inflationary increase. Items in the residential water service – single trench were also increased to cover the normal inflationary increase.

#### Engineering

A new fee category was added for utility right of way bond requirements having various costs depending on location and nature of work to be done.

#### Finance

Fees in red were approved at the May 19, 2025 City Commission meeting ([item 8D](#)), and will go into effect July 1, 2025.

#### Fire Department

No changes.

#### Police Department

No changes.

#### Museum

No changes.

#### Parking Department

No changes.

#### Treasurer

A new fee was created for invoices sent to collection with a cost reflecting 25% of the unpaid balance. The returned payment fee also increased from \$25 to \$35.

#### Public Records Policy

No changes.

#### LEGAL REVIEW:

The City Attorney has reviewed the fee schedule and has no objections to form or substance.

#### FISCAL IMPACT:

Most of the proposed changes in the fee schedule are to offset an increase in operating costs. The overall financial impact for the City will be an increase in revenues from charges for services which will keep these costs from being funded by property taxes.

#### SUSTAINABILITY:

The City of Birmingham Fee Schedule is available online for public access which saves paper and provides more immediate access for the public than printed copies.

#### DESIGN CONSIDERATIONS:

N/A.

**PUBLIC COMMUNICATIONS:**

The fee schedule is included in the Commission packet, which is available online for residents to review and comment as available per standard Commission meeting procedure. Departments will update their information on the website and any appropriate documents to reflect the changes after Commission approval.

**SUMMARY:**

As a result of the annual review of City fees, City Departments recommend changes as presented in the Draft 2025 Fee Schedule. The recommended updates to this document reflect current services and any changes relating to the cost of providing these services.

**ATTACHMENTS:**

- 2025 Proposed Fee Schedule
- Public Records Policy

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to amend the Schedule of Fees, Charges, Bonds and Insurance as presented and to adopt the revised Public Records Policy, effective July 1, 2025.



## FEES, CHARGES, BONDS, INSURANCE

The fee required to be paid and the amount of any bond required to be posted, or insurance required to be carried, to obtain any license to engage in the operation, conduct or carrying on of any trade, profession, business or privilege for which a license is required by the provisions of the Code of the City of Birmingham code shall be as hereinafter provided. These fees may be amended by resolution of the City Commission.

Adopted by Resolution #02-18-10 by the Birmingham City Commission at a regular meeting held February 8, 2010, effective February 14, 2010.

A handwritten signature in cursive script that reads "Nancy A. Weiss".

---

City Clerk

### STANDARD INSURANCE REQUIREMENTS

Where insurance is required to be carried to make application for a permit or license, the applicant shall procure and maintain the following coverages and limits unless otherwise specified in this document.

*Workers' compensation insurance.* Workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state.

*Commercial general liability (CGL) insurance.* Commercial general liability insurance on an "occurrence basis," with limits of liability not less than \$1,000,000 per occurrence combined single limit, personal injury, bodily injury and property damage. Coverage shall include broad form general liability extensions or equivalent.

*Motor vehicle liability insurance.* Motor vehicle liability insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

*Additional insured.* Commercial general liability insurance and motor vehicle liability insurance as described above shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

*Professional liability.* Professional liability insurance with limits of not less than \$1,000,000 per claim if providing service that is customarily subject to this type of coverage.

*Cancellation notice.* Thirty days advance written notice of insurance cancellation, non-renewal and/or reduction or material change in coverage shall be provided to the city. Notice of cancellation, material change or reduction shall be attached to the certificate of insurance, or otherwise evidenced as in effect under the policy listed.

*Proof of insurance coverage.* The city shall be provided with certificates of insurance evidencing the coverages outlined above.

*Expiration.* If any of the above coverages expire, renewal certificates and/or policies must be provided to the city at least ten days prior to the expiration date.

*Acceptability of insurance company.* All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the city.

| <b><u>AMENDED</u></b> | <b><u>RESOLUTION</u></b> | <b><u>SECTION</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2/22/2010             | 02-030-10                | Police - Parking Offenses and Fines                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3/8/2010              | 03-044-10                | Engineering - Schedule of Parking Fees                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3/8/2010              | 03-048-10                | Fire - EMS Transportation Fees                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3/22/2010             | 03-067-10                | Community Development - Vacant Property Registration Fee                                                                                                                                                                                                                                                                                                                                                                                   |
| 5/10/2010             | 05-118-10                | DPS - Water; Finance - Sewer Service Rates                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6/14/2010             | 06-150-10                | Engineering - Bidding Document Fee and Private Building Sewer Investigation Program Fee                                                                                                                                                                                                                                                                                                                                                    |
| 6/28/2010             | 06-172-10                | DPS - Sewer Lateral Fee                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2/14/2011             | 02-038-11                | Clerk - Voter Information Fees, Valet Parking Fee      Museum - Research Fee                                                                                                                                                                                                                                                                                                                                                               |
| 3/21/2011             | 03-072-11                | DPS - Annual Dog Park Pass                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4/11/2011             | 04-089-11                | Clerk - Vendor and Peddler Fees                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5/23/2011             | 05-141-11                | DPS & Finance - Water/Sewer Rates                                                                                                                                                                                                                                                                                                                                                                                                          |
| 6/27/2011             | 06-172-11                | DPS - Wedding Ceremony Fees                                                                                                                                                                                                                                                                                                                                                                                                                |
| 7/25/2011             | 07-190-11                | DPS - Water and Sewer Connection Fees                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3/19/2012             | 03-074-12                | Clerk - Alcoholic Beverages for Consumption on the Premises Fee, Animal License Fee, Annual Licenses Criminal Background Check Fee, Frozen Confection Vendor Insurance Requirements; Community Development - Lot Division Fee, Temporary Use Permit Fee, Zoning Ordinance Fees, Zoning Compliance Fees. DPS - Water and Sewer Connection Fees, Wedding Rental (Parks) Fee; Fire - EMS Transport Service Fee, Fire Code Operational Permits |
| 6/11/2012             | 06-163-12                | DPS - Water; Finance - Sewer Service Rates                                                                                                                                                                                                                                                                                                                                                                                                 |
| 9/10/2012             | 09-257-12                | Museum - Allen House Event Request                                                                                                                                                                                                                                                                                                                                                                                                         |
| 12/17/2012            | 12-356-12                | Clerk - Cemetery Fees                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3/18/2013             | 03-100-13                | DPS - Water and Sewer Connection Fees      Community Development - Contractor Registration Fees, Bond Range                                                                                                                                                                                                                                                                                                                                |
| 5/20/2013             | 05-163-13                | DPS & Finance - Water/Sewer Rates (effective 7/1/13)                                                                                                                                                                                                                                                                                                                                                                                       |
| 7/8/2013              | 07-203-13                | Clerk - Special Event Fees                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 7/22/2013             | 07-211-13                | DPS - Water/Sewer Connection Fees                                                                                                                                                                                                                                                                                                                                                                                                          |
| 12/16/2013            | 12-356-13                | DPS - Water Meter Opt Out Plan Fees                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4/28/2014             | 04-098-14                | Community Development - Lot Division Fees, Mechanical & Refrigeration Permit Fees, Zoning                                                                                                                                                                                                                                                                                                                                                  |
| 5/19/2014             | 05-118-14                | DPS - Water; Finance - Sewer Service Rates (effective 7/1/14)                                                                                                                                                                                                                                                                                                                                                                              |
| 7/28/2014             | 07-187-14                | DPS - Grass & Noxious Weeds Civil Infraction                                                                                                                                                                                                                                                                                                                                                                                               |
| 3/30/2015             | 03-063-15                | Clerk - background check fees, DPS - Refuse Collection & Water and Sewer Connection fees, Fire - Hydrant Use fees                                                                                                                                                                                                                                                                                                                          |
| 4/27/2015             | 04-086-15                | Engineering - Monthly Parking Permit Rates (effective 7/1/15)                                                                                                                                                                                                                                                                                                                                                                              |
| 5/18/2015             | 05-112-15                | DPS - Water; Finance - Sewer Service Rates (effective 7/1/15)                                                                                                                                                                                                                                                                                                                                                                              |
| 8/10/2015             | 08-174-15                | Clerk - Cemetery Fees                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 9/10/2015             | 09-191-15                | Police - Pedicabs & Quadricycle Fees                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3/28/2016             | 03-099-16                | Fire - BLS Transportation & Loaded Mile Fees, move Hydrant Fees to DPS section.                                                                                                                                                                                                                                                                                                                                                            |
| 6/6/2016              | 06-183-16                | Engineering - Daily Parking Rate at all parking structures (effective 7/1/16)                                                                                                                                                                                                                                                                                                                                                              |
| 6/27/2016             | 06-203-16                | DPS - Water; Finance - Sewer Service Rates (effective 7/1/16)                                                                                                                                                                                                                                                                                                                                                                              |
| 8/8/2016              | 08-252-16                | Community Development - Lot Division Fee for Combination of Platted Lot                                                                                                                                                                                                                                                                                                                                                                    |
| 12/5/2016             | 12-364-16                | Engineering (DPS) Trench maintenance fee;                                                                                                                                                                                                                                                                                                                                                                                                  |
| 12/5/2016             | 12-364-16                | Community Development -Text change; Vents and Exhaust Fans (under 1500 C.F.M.) fee                                                                                                                                                                                                                                                                                                                                                         |
| 12/12/2016            | 12-376-16                | Fire Department - Non-electronic reporting Administrative fee                                                                                                                                                                                                                                                                                                                                                                              |
| 2/27/2017             | 02-050-17                | Engineering - Storm Water Utility Fees & Credits                                                                                                                                                                                                                                                                                                                                                                                           |
| 5/22/2017             | 05-140-17                | Engineering-\$.50 increase in all parking meter rates;                                                                                                                                                                                                                                                                                                                                                                                     |
| 6/26/2017             | 06-180-17                | DPW & Finance - Water/Sewer Rate Changes for 2017-2018                                                                                                                                                                                                                                                                                                                                                                                     |
| 12/11/2017            | 12-339-17                | Clerk-Removal of Taxicabs due to State law. Community Development-increases in Site                                                                                                                                                                                                                                                                                                                                                        |
| 2/26/2018             | 02-057-18                | Community Development - Adding Construction Site Maintenance Violations (Sec. 50-29)                                                                                                                                                                                                                                                                                                                                                       |
| 6/25/2018             | 06-188-18                | Water/Sewer Rate Changes for 2018-2019. Effective July 1, 2018.                                                                                                                                                                                                                                                                                                                                                                            |
| 9/17/2018             | 09-256-18                | City Clerk-Addition, under Alcoholic Beverages Consumption on the Premises, of                                                                                                                                                                                                                                                                                                                                                             |
| 1/28/2019             | 01-026-19                | Clerk: remove passport fee; increase application fee.      Building: increase Site Evaluation                                                                                                                                                                                                                                                                                                                                              |



|            |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4/8/2019   | 04-090-19 | Engineering; addition of Telecommunications Systems leasing fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 10/28/2019 | 10-259-19 | Engineering; Waive fees for replacement of lead water services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11/25/2019 | 11-280-19 | Clerk; Increase fee for Full Burial in Greenwood Cemetery to be consistent with other Oakland                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 12/16/2019 | 11-306-19 | Engineering-Increase fees for: Right-of-Way Permits, Soil erosion & sediment control permit                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1/27/2020  | 01-025-20 | Community Development: Changes in residential site evaluation fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 12/21/2020 | 12-286-20 | Engineering - Increase to bidding document fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3/22/2021  | 03-098-21 | Grave Price increase for space that accommodates one full burial or up to 3 cremains                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4/26/2021  | 04-127-21 | Greenwood Cemetery increases to: grave space accommodating two and one cremains, fee for transfer of ownership, additional equip fees applicable for disinterment, marker installation (single and companion), marker or monument resets, and hourly overtime fee time changes.                                                                                                                                                                                                                                                                         |
| 10/24/2021 | 10-268-21 | Remove usage of Shain Park Wedding Rental, Increase in wedding rental cost and security deposit for remaining parks                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 12/13/2021 | 12-321-21 | Addition of Online Application fee for Community Development, Engineering.<br>Transfer of Well (irrigation) permit from DPS to Engineering.<br>Engineering: New fees for 5G small cell work. Addition of Flash Drive fee. Increase in trench maintenance, Engineering for less than 1 acre site, Well permit, Streets & Sidewalk minimum.<br>Fire Dept: increases in ALSII and ALSI emergency transport and BLS emergency transport.                                                                                                                    |
| 2/14/2022  | 02-038-22 | Community Development: Addition of Wall Art Application fee.<br>Clerk's: Addition of Monthly Meter Rental Fees, removal of Daily and Seasonal Meter fees.<br>Addition of Public Land Rental and Platform Application.                                                                                                                                                                                                                                                                                                                                   |
| 6/15/2022  | 06-161-22 | Water and Sewer rate changes for 2022-2023 in DPS and Finance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7/1/2022   | 06-171-22 | Finance: Sewer service rate changes for 2022-2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12/5/2022  | 12-304-22 | DPS: Changes to Dumpster rental                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 12/19/2022 | 12-309-22 | Clerks: Increase in Pet license, Full Casket Interment, Full Casket Disinterment, Foundation                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2/10/2023  | 01-009-23 | Engineering - Residential Site Evaluation Service rate increase                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5/8/2023   | 05-106-23 | Increase in monthly parking rate for parking structures                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 5/22/2023  | 05-119-23 | Increases in Sewer and Water charges                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 7/24/2023  | 07-174-23 | Increase in fees for Greenwood Cemetery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 7/24/2023  | 07-125-23 | Increase in fees for parking offenses and fines                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 12/18/2023 | 12-289-23 | Annual fee schedule review, various increase changes to cover inflation increase                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5/20/2024  | 05-439-24 | Finance: Sewer service rate changes for 2024-2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6/24/2024  | 06-462-24 | Clerk; late fees for One Day Valet applications submitted with less than 72-hour notice from the desired day of valet services                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 6/23/2024  | 09-551-24 | Engineering; clarify existing and add new engineering review fees for non- single family developments that would cover the Engineering Department's time and costs from beginning to end of a project                                                                                                                                                                                                                                                                                                                                                   |
| 12/16/2024 | 12-627-24 | Annual fee schedule review, various increase changes to cover inflation increases                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 06/23/2025 |           | Department of Public Services: A new fee was added for residential inspection & other fees increased to cover normal inflationary increase; Engineering: A new fee category was added for utility right of way bond requirements having various costs depending on location and nature of work to be done; Finance: water & sewer increases; Treasurer: A new fee was created for invoices for invoices sent to collection with a cost reflecting 25% of the unpaid balance. The returned payment fee increase from twenty-five to thirty-five dollars. |

| CITY CLERK'S OFFICE                                                                                                                                                                                                     | FEE        | PROPOSED FEE | CHANGE CODE |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|-------------|
| <b><u>Alcoholic beverages for consumption on the premises</u></b>                                                                                                                                                       |            |              |             |
| Initial License                                                                                                                                                                                                         | \$1,500.00 |              |             |
| Administrative Applicant Review                                                                                                                                                                                         | \$350.00   |              |             |
| Annual License renewal (See) Sec. 10-45 regarding Annual License                                                                                                                                                        | \$350.00   |              |             |
| Transfer Application                                                                                                                                                                                                    | \$1,500.00 |              |             |
| Annual criminal background check - per person <i>(to be provided by applicant using the Michigan State Police ICHAT system)</i>                                                                                         |            |              |             |
| <b><u>Animals MCL Code (18.1-18.40)</u></b>                                                                                                                                                                             |            |              |             |
| Stray animal fines: See Police                                                                                                                                                                                          |            |              |             |
| Pet dog and cat licenses: See Chapt. 18 Sec 18.3                                                                                                                                                                        |            |              |             |
| license for one year or less                                                                                                                                                                                            | \$15.00    |              |             |
| Each additional year, up to 3 years maximum                                                                                                                                                                             | \$5.00     |              |             |
| license obtained 30 days after expiration                                                                                                                                                                               | \$20.00    |              |             |
| Kennels:                                                                                                                                                                                                                |            |              |             |
| Annual license                                                                                                                                                                                                          | \$300.00   |              |             |
| Plus for each dog in excess of ten                                                                                                                                                                                      | \$10.00    |              |             |
| <b><u>Auctions and Estate Sales MCL Code Article III Sec. 26.71</u></b>                                                                                                                                                 |            |              |             |
| Application and license                                                                                                                                                                                                 | \$100.00   |              |             |
| <b><u>Bicycle Rental Agencies MCL Code Article II Sec. 122.1</u></b>                                                                                                                                                    | \$5.00     |              |             |
| <b><u>Insurance:</u></b> Motor vehicle liability insurance conforming with Michigan Vehicle Code § 520: \$20,000 per person/\$40,000 per accident for bodily injury claims/\$10,000 for property damage per occurrence. |            |              |             |
| <b><u>Charitable Solicitations (38-1)</u></b>                                                                                                                                                                           | No charge  |              |             |
| Annual criminal background check - per person <i>(to be provided by applicant using the Michigan State Police ICHAT system)</i>                                                                                         |            |              |             |
| <b><u>Child Care Facilities MCL Code Article IV (58.106-58.140)</u></b>                                                                                                                                                 |            |              |             |
| Annual criminal background check - per person <i>(to be provided by applicant using the Michigan State Police ICHAT system)</i>                                                                                         |            |              |             |
| Initial investigation: Child Care Center, Group Day Care, Family Day Care                                                                                                                                               | \$100.00   |              |             |
| Annual License: Child Care Center                                                                                                                                                                                       | \$150.00   |              |             |
| Annual License: Group or Family Day Care                                                                                                                                                                                | \$100.00   |              |             |
| <b><u>Christmas Tree Sales MCL Code Article II, Div. 2 Sec 26.88</u></b>                                                                                                                                                |            |              |             |
| December 1 through December 25 - non-profit corporations and merchants assessed for personal property                                                                                                                   | No charge  |              |             |
| All others                                                                                                                                                                                                              | \$100.00   |              |             |
| Deposit for clean up of lot <i>(forfeited if not cleaned up by January 1st.)</i>                                                                                                                                        | \$300.00   |              |             |
| <b><u>Dancing Schools MCL Code Article VI, Sec 26.201</u></b>                                                                                                                                                           |            |              |             |
| Investigation and annual license                                                                                                                                                                                        | \$50.00    |              |             |
| <b><u>Day Care (See Child Care Facilities)</u></b>                                                                                                                                                                      |            |              |             |
| <b><u>Electronic Video Game MCL Code Article VI Sec. 14.136</u></b>                                                                                                                                                     |            |              |             |
| Each game, annual license <i>(subject to additional fees and requirements for regulated use)</i>                                                                                                                        | \$10.00    |              |             |
| <b><u>FOIA fees - See public records policy (attached)</u></b>                                                                                                                                                          |            |              |             |
| <b><u>Fumigation MCL Code Article V, Sec. 58.141</u></b>                                                                                                                                                                |            |              |             |
| Fumigation Contractor, annual license                                                                                                                                                                                   | \$50.00    |              |             |
| Fumigation permit, per event                                                                                                                                                                                            | \$25.00    |              |             |
| <b><u>Insurance (58-144):</u></b> Standard insurance requirements plus environmental impairment/pollution liability                                                                                                     |            |              |             |
| <b><u>Garage Public MCL Code Article II 54.26</u></b>                                                                                                                                                                   | \$50.00    |              |             |
| <b><u>Going out of Business (State Law)</u></b>                                                                                                                                                                         |            |              |             |
| Up to 30 days                                                                                                                                                                                                           | \$50.00    |              |             |
| Limit two renewals, each                                                                                                                                                                                                | \$50.00    |              |             |
| <b><u>Greenwood Cemetery MCL Code Article II Chpt. 34 Sec.34.26</u></b>                                                                                                                                                 |            |              |             |
| Grave space accommodating one full burial or three cremations                                                                                                                                                           | \$6,000.00 |              |             |
| Additional Rights of Burial for cremated remains, each                                                                                                                                                                  | \$1,000.00 |              |             |
| Grave space accommodating two cremated remains                                                                                                                                                                          | \$4,000.00 |              |             |
| Grave space accommodating one cremated remains                                                                                                                                                                          | \$2,000.00 |              |             |
| Administrative fee for transfer of grave ownership                                                                                                                                                                      | \$400.00   |              |             |
| Interment and disinterment fees:                                                                                                                                                                                        |            |              |             |
| Cremation                                                                                                                                                                                                               | \$750.00   |              |             |
| Full Casket Interment                                                                                                                                                                                                   | \$1,650.00 |              |             |
| Full Casket Disinterment                                                                                                                                                                                                | \$2,000.00 |              |             |
| <i>*additional equipment fees may apply depending on conditions</i>                                                                                                                                                     |            |              |             |
| Foundation charges for markers & monuments:                                                                                                                                                                             |            |              |             |
| Foundation Installment - per linear foot                                                                                                                                                                                | \$150.00   |              |             |
| Marker installation - single                                                                                                                                                                                            | \$300.00   |              |             |
| Marker installation - companion                                                                                                                                                                                         | \$400.00   |              |             |
| Marker or monument resets, reinstallations, raising & leveling:                                                                                                                                                         |            |              |             |
| Single                                                                                                                                                                                                                  | \$300.00   |              |             |
| Companion                                                                                                                                                                                                               | \$400.00   |              |             |
| <i>*additional fees may apply, depending on scope of work, equipment necessary and time required.</i>                                                                                                                   |            |              |             |
| <i>Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation</i>                                                                                                        |            |              |             |
| Weekend, holiday, and overtime interments                                                                                                                                                                               | \$400.00   |              |             |
| <i>This fee is in addition to the normal interment fee charged during regular working hours. Hourly overtime fees begin at 2 pm Monday - Saturday</i>                                                                   |            |              |             |
| <b><u>Horse Drawn Carriages MCL Code Article III Sec. 122.71- 122.80</u></b>                                                                                                                                            |            |              |             |
| Company, annual license                                                                                                                                                                                                 | \$50.00    |              |             |

|                                                                                                                                                                                                                  |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Carriage, each vehicle annual license                                                                                                                                                                            | \$50.00    |
| <u>Insurance:</u> Standard insurance requirement, with coverage to include premises liability; personal injury liability; products liability; and horse or horses liability. (122-75)                            |            |
| <b><u>Hotels/Motels Annual License</u></b>                                                                                                                                                                       |            |
| Annual License                                                                                                                                                                                                   | \$100.00   |
| 1-50 Rooms                                                                                                                                                                                                       | \$300.00   |
| 50-100 Rooms                                                                                                                                                                                                     | \$500.00   |
| 101+ Rooms                                                                                                                                                                                                       | \$750.00   |
| <b><u>Initial Merchants License:</u></b>                                                                                                                                                                         |            |
| Initial Application and license                                                                                                                                                                                  | \$100.00   |
| Transfer                                                                                                                                                                                                         | \$100.00   |
| <b><u>Lumbervyard Annual License</u></b>                                                                                                                                                                         | \$50.00    |
| <b><u>Marriage Ceremony Fee</u></b>                                                                                                                                                                              | \$25.00    |
| <b><u>Mechanical Amusement Device each device annual license</u></b>                                                                                                                                             | \$50.00    |
| <i>(Subject to additional fees and requirements for regulated use.)</i>                                                                                                                                          |            |
| <b><u>Motor vehicle rentals MCL Code Article II Sec. 122.26</u></b>                                                                                                                                              |            |
| Annual license                                                                                                                                                                                                   | \$50.00    |
| <u>Insurance:</u> Motor vehicle liability insurance conforming with Michigan Vehicle Code § 520: \$20,000 per person/\$40,000 per accident for bodily injury claims/\$10,000 for property damage per occurrence. |            |
| <b><u>Open Parking Stations Annual License MCL Code Article X. Sec 26.396-428</u></b>                                                                                                                            |            |
| Lots accommodating 25 cars or less                                                                                                                                                                               | \$150.00   |
| Lots accommodating 26-50 cars                                                                                                                                                                                    | \$250.00   |
| Lots accommodating 51-75 cars -> (51-100 cars)                                                                                                                                                                   | \$500.00   |
| Lots accommodating 76 cars or more -> (101 or more cars)                                                                                                                                                         | \$750.00   |
| <b><u>One-Day Valet Permit application</u></b>                                                                                                                                                                   |            |
| Standard Application Fee                                                                                                                                                                                         | \$50.00    |
| Late fees:                                                                                                                                                                                                       |            |
| 48 business hours before event                                                                                                                                                                                   | \$75.00    |
| 24 business hours before event                                                                                                                                                                                   | \$100.00   |
| <b><u>Outdoor Amusements MCL Code Article VII. Sec. 14.161</u></b>                                                                                                                                               |            |
| Annual license                                                                                                                                                                                                   | \$25.00    |
| Surety bond or cash deposit                                                                                                                                                                                      | \$1,000.00 |
| <b><u>Outdoor Dining Annual License</u></b>                                                                                                                                                                      |            |
| Annual License                                                                                                                                                                                                   | \$200.00   |
| Amendment to Outdoor Dining license after approval                                                                                                                                                               | \$20.00    |
| Approved Outdoor Dining Plan Search Fee                                                                                                                                                                          | \$10.00    |
| <u>Insurance:</u>                                                                                                                                                                                                |            |
| <u>Workers' Compensation Insurance</u> , including Employer's Liability Insurance, in accordance with all acceptable statutes of the State of Michigan.                                                          |            |
| <u>Commercial General Liability Insurance</u> on an occurrence basis with the limits of liability of not less than                                                                                               |            |
| <b><u>Outdoor Dining Café Platform Meter Fees</u></b>                                                                                                                                                            |            |
| <i>See: Police Fee Schedule</i>                                                                                                                                                                                  |            |
| <b><u>Outdoor Dining Public Land Rental</u></b>                                                                                                                                                                  |            |
| Calculated by Treasury, based on squarefootage of public land used, land value and months used                                                                                                                   |            |
| <b><u>Outdoor Dining Temporary Structure/Platform Application</u></b>                                                                                                                                            |            |
| Meter Post Removal - REQUIRED                                                                                                                                                                                    |            |
| 2 Meter Spaces                                                                                                                                                                                                   | \$570.00   |
| 1 Meter Space                                                                                                                                                                                                    | \$342.00   |
| <i>See: Community Development; Plan Examination fee for construction up to \$10,000</i>                                                                                                                          |            |
| <b><u>Pawnshops</u></b>                                                                                                                                                                                          |            |
| Initial Application                                                                                                                                                                                              | \$500.00   |
| Annual License                                                                                                                                                                                                   | \$500.00   |
| Annual criminal background check - per person <i>(to be provided by applicant using the Michigan State Police ICHAT system)</i>                                                                                  |            |
| <b><u>Precious Metal</u></b>                                                                                                                                                                                     |            |
| Initial Application                                                                                                                                                                                              | \$500.00   |
| Annual License                                                                                                                                                                                                   | \$500.00   |
| <b><u>Peddlers and Commercial Vendors MCL Code Article IV. Sec. 26.111-160</u></b>                                                                                                                               |            |
| Annual criminal background check - per person <i>(to be provided by applicant using the Michigan State Police ICHAT system)</i>                                                                                  |            |
| Amendment to a peddler and commercial vendor license after initial approval                                                                                                                                      | \$20.00    |
| Special Event and School Vendor/Athletic Vendor in City Park                                                                                                                                                     |            |
| Application Fee <i>(per event/application)</i>                                                                                                                                                                   | \$50.00    |
| Daily Fee <i>(per day/location)</i>                                                                                                                                                                              | \$10.00    |
| <i>50% discount for Birmingham licensed merchants</i>                                                                                                                                                            |            |
| Frozen Confection Vendor                                                                                                                                                                                         |            |
| Application Fee                                                                                                                                                                                                  | \$80.00    |
| Annual License Fee                                                                                                                                                                                               | \$500.00   |
| Amendment to the Application                                                                                                                                                                                     | \$26.00    |
| <i>Insurance: Standard Insurance Requirements</i>                                                                                                                                                                |            |
| Peddling                                                                                                                                                                                                         |            |
| Application Fee <i>(per event/application)</i>                                                                                                                                                                   | \$50.00    |
| Amendment to the Application                                                                                                                                                                                     | \$16.00    |
| Daily Fee Option <i>(per day/location)</i>                                                                                                                                                                       | \$10.00    |
| Yearly Fee Option <i>(calendar year)</i>                                                                                                                                                                         | \$1,825.00 |
| <b><u>Poolroom, each billiard or pool table annual fee</u></b>                                                                                                                                                   | \$50.00    |

*(subject to additional fees for regulated use)***Refuse Collector: MCL Code Article II. Sect. 90.34**

|                                    |          |
|------------------------------------|----------|
| Annual license, one truck included | \$150.00 |
| Each additional truck fee          | \$75.00  |

*Insurance: Proof of workers compensation coverage, motor vehicle liability insurance and the VIN number of each vehicle must be provided to the city prior to obtaining a license.*

**Regulated Uses not otherwise listed MCL Code Article II Sec. 26.26**

|                                 |            |
|---------------------------------|------------|
| Initial Application and license | \$1,000.00 |
| Annual license                  | \$200.00   |

**Rollerskating rinks annual license MCL Code Article IV. Sec. 14.81**

\$50.00

**Special Events-non-refundable application fee MCL Code Article VI. Sec.98.140**

|                             |          |
|-----------------------------|----------|
| Annual Application          | \$165.00 |
| Initial event investigation | \$200.00 |

*Additional permit fees as determined by administrative staff due two weeks prior to event with insurance documents. Insurance: Standard insurance requirements*

**Telecommunications**

|                                                                                                           |          |
|-----------------------------------------------------------------------------------------------------------|----------|
| Application fee                                                                                           | \$500.00 |
| Annual maintenance fee as determined by the Metro Authority pursuant to Act 48 of the Public Acts of 2002 |          |

**Theater annual fee MCL Code Article II. Sec.14.26**

\$50.00

**Voter Information**

|                           |              |
|---------------------------|--------------|
| Daily Absentee Voter List | \$2.00 Daily |
| Voter Information List    | \$15.00      |

# COMMUNITY DEVELOPMENT DEPT.

FEE

PROPOSED  
FEECHANGE  
CODE

## **Administrative approval (Planning Department)**

\$150.00

### **Brownfield Developments**

Application fee non-refundable and non-reimbursable

\$1,500.00

Outside consultant fees reimbursement:

*Where a review of applications, plans, construction documents, Brownfield development documents or any other documents is performed by outside consultants engaged by the city, a review fee shall be charged at 1.05 times the actual cost. Payment shall be in advance of the review based on estimated cost.*

### **Building Permits (Chapter 22)**

Online Application Fee

\$2.00

(a) Building permit fees:

*The building permit fee is determined from the total construction value as shown in the most recent edition of the ICC Building Valuation Data Square foot construction costs. For all use groups the minimum square foot construction cost is 100% of the value shown in construction costs table; for renovations the minimum square foot construction costs is 50% of the value shown in the table*

(b) Total Construction Valuation:

*Building Permit fees are computed at \$90.00 for the first \$1,000 of construction valuation; \$10.00 for each additional \$1,000 (or fraction thereof) up to \$100,000 of construction valuation; and \$15.00 for each additional \$1,000 (or fraction thereof) over \$100,000 of construction valuation.*

(c) Refunds:

*Refunds of any permit fees are subject to a minimum of 25 percent for administrative services with no construction work commencing. After construction has started, fees will be refunded proportionately as determined by the building official. Any permit fee for construction that is 75 percent or more completed will not be refunded.*

(d) Plan examination fees:

*When a plan is required to be submitted, a plan review fee must be paid at the time of submitting plans and specifications for review. The review fee shall be \$90.00 for projects up to \$10,000 in construction value; all other plan examination fees shall be computed as shown below:*

Construction value up to \$10,000

\$90.00

Construction Value from \$10,001 to \$500,000

Construction  
value  
multiplied by  
0.0020  
\$175.00  
minimum

Construction Value over \$500,000

\$1,000 plus  
construction  
value  
multiplied by  
0.0010

The building plan review fee shall be multiplied by 1.25 when MEAP reviews are required.

Fees charged by consultants for structural peer reviews are billed to the permit applicant. An administrative fee equal to the permit fee may be charged in addition to the permit fee, when work is started and/or completed without first obtaining the permit. Plan review fees are not refundable.

(e) Construction Bonds

In addition to the required building permit fee, a cash bond must be posted at the time the permit is issued in accordance with the following schedule:

Construction value between \$0-\$10,000

\$100.00

Construction value between \$10,001-\$50,000

\$200.00

Construction value between \$50,001-\$100,000

\$300.00

Construction value between \$100,001-\$500,000

\$500.00

Construction value of \$500,001 and up

\$1,000.00

### **Swimming Pools**

\$1,000.00

### **Window Permits**

\$500.00

*Upon satisfactory completion of all final inspections required, and the issuance of a certificate of occupancy, if applicable, the construction bond will be returned upon request without interest.*

- (f) A reinspection fee may be required by the building official \$50.00
- (g) Bonding requirements for a temporary certificate of occupancy:  
*When a temporary certificate of occupancy is issued prior to completion of the entire work covered by the permit, a cash bond shall be posted in an amount as determined by the building official up to \$60,000 for residential dwellings and \$150,000 for commercial buildings or spaces based on the cost of completing all remaining and outstanding work.*
- (h) Bonding requirements for maintenance and replacements costs of public right-of-way facilities:  
*A bond shall be posted prior to the issuance of a building permit for new construction in the amount of \$5,000 to assure that the public right-of-way is properly maintained at all times during construction. This includes the replacement of city sidewalk, curb and gutter, and the re-establishment of green space in the public right-of-way.*

**Board of Building Trades Appeals**

- Single family residential \$700.00
- All other construction \$900.00

**Construction Site Maintenance Violations (Sec. 50-29)**

- Municipal Civil Infraction Penalty \$100.00
- First Offense \$250.00
- Second Offense \$500.00
- Subsequent Offenses \$500.00
- Building Permit Holders
- Five or more violations at same site within one calendar month \$500.00

**Contractor Annual Registration Fees**

- Building Contractor \$25.00
- Electrical Contractor \$25.00
- Mechanical Contractor \$5.00
- Plumbing Contractor \$15.00

**Demolition of Buildings**

- Online Application Fee \$2.00
- Less than 3,000 cubic feet \$125.00
- 3,000 to 50,000 cubic feet \$200.00
- More than 50,000 cubic feet \$300.00
- Performance cash bond:
- Minimum *(as determined by the building official)* \$100.00
- Maximum *(as determined by the building official)* \$50,000.00

**Electrical Installation (Chapter 22)**

- Online Application Fee \$2.00
- Base fee \$55.00
- Reinspection Fee \$50.00
- 120 volt or 277 volt first circuit \$15.00
- 120 volt or 277 volt each additional circuit \$8.00
- Each 208V, 240V, 480V branch circuits \$20.00
- First 25 lights, receptacles and switches \$20.00
- Each additional set of 20 \$15.00
- First sign \$50.00
- Feeders/Buss Ducts:
- First 100 feet \$25.00
- Over 100 feet \$15.00
- Commercial fire alarms:
- Fire alarm panel \$30.00
- Each alarm device \$10.00
- Residential smoke detectors up to 8 units, 120 volts \$20.00
- Low voltage smoke alarm with panel \$50.00
- Residential smoke alarm system less than 50 volts with panel \$50.00
- Services or transformers:
- 30 AMP to 200 AMP \$35.00
- 201 AMP to 400 AMP \$50.00
- Over 401 AMP \$100.00
- A/C Interrupt service \$20.00
- Temporary service up to 200 AMP \$40.00
- Sub panel: Sidewalk inspection req:
- Each additional sign \$20.00
- Each residential A/C \$35.00
- Furnace/unit heaters \$20.00
- Pools/hot tubs/spas \$50.00
- Appliances/disposal/dishwashers \$10.00
- Commercial HVAC:
- 5 ton or less each \$50.00
- Over 5 ton each \$75.00

|                                                                                                                                                                                                                                         |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Motors - Commercial only:                                                                                                                                                                                                               |          |
| 1/4 HP up to 10 HP each                                                                                                                                                                                                                 | \$25.00  |
| Over 10 HP to 30 HP each                                                                                                                                                                                                                | \$40.00  |
| Over 30 HP each                                                                                                                                                                                                                         | \$60.00  |
| <i>New house construction minimum of four inspections requires an administrative fee equal to the permit fee may be charged in addition to the permit fee when work is started and/or completed without first obtaining the permit.</i> |          |
| <b>Equipment installation permit fee</b>                                                                                                                                                                                                | \$10.00  |
| <b>Final site inspection fee (Planning Dept.)</b>                                                                                                                                                                                       | \$100.00 |
| <b>Housing:</b>                                                                                                                                                                                                                         |          |
| Housing Board of Appeals Fee:                                                                                                                                                                                                           |          |
| Residential dwelling unit                                                                                                                                                                                                               | \$700.00 |
| Other - Commercial                                                                                                                                                                                                                      | \$900.00 |
| <b>Housing Inspections Owner Authorized:</b>                                                                                                                                                                                            |          |
| One and two-family dwellings:                                                                                                                                                                                                           |          |
| Building structure fee per dwelling unit                                                                                                                                                                                                | \$200.00 |
| Electrical fee per dwelling unit                                                                                                                                                                                                        | \$100.00 |
| Plumbing fee per dwelling unit                                                                                                                                                                                                          | \$100.00 |
| Heating and refrigeration fee per dwelling unit                                                                                                                                                                                         | \$100.00 |
| <b>Landlord Licenses (See Rental Properties)</b>                                                                                                                                                                                        |          |
| <b>Lot Division (Chapter 102):</b>                                                                                                                                                                                                      |          |
| Fee per parcel created from each platted or unplatted lot ( <i>lot splits</i> )                                                                                                                                                         | \$200.00 |
| Boundary Adjustment for single family dwelling:                                                                                                                                                                                         |          |
| Separation of platted lots ( <i>fee per each lot</i> )                                                                                                                                                                                  | \$250.00 |
| Combination of platted lots ( <i>fee per each lot</i> )                                                                                                                                                                                 | \$250.00 |
| <b>Massage Permits (26-251):</b>                                                                                                                                                                                                        |          |
| Investigation fee to operate massage facility ( <i>subject to additional fees for regulated use</i> )                                                                                                                                   | \$250.00 |
| Investigation fee to perform massage service                                                                                                                                                                                            | \$25.00  |
| Change of location ( <i>subject to additional fees for regulated use</i> )                                                                                                                                                              | \$100.00 |
| <b>Mechanical Permits:</b>                                                                                                                                                                                                              |          |
| Online Application Fee                                                                                                                                                                                                                  | \$2.00   |
| Base Fee                                                                                                                                                                                                                                | \$55.00  |
| Gas/oil furnace/boilers, etc:                                                                                                                                                                                                           |          |
| 100,000 BTU or less                                                                                                                                                                                                                     | \$60.00  |
| Over 100,000                                                                                                                                                                                                                            | \$70.00  |
| Over 500,000                                                                                                                                                                                                                            | \$80.00  |
| Ductwork                                                                                                                                                                                                                                | \$50.00  |
| V.A.V. boxes (variable air volume) each                                                                                                                                                                                                 | \$30.00  |
| Humidified or air cleaner                                                                                                                                                                                                               | \$30.00  |
| Mfg, fireplace (gas or solid fuel), stoves (solid fuel) includes chimney                                                                                                                                                                | \$30.00  |
| Gas or oil space heaters                                                                                                                                                                                                                | \$30.00  |
| Automatic flue damper                                                                                                                                                                                                                   | \$25.00  |
| as part of furnace                                                                                                                                                                                                                      | \$10.00  |
| Gas piping - first two openings                                                                                                                                                                                                         | \$30.00  |
| additional openings each                                                                                                                                                                                                                | \$5.00   |
| Air handling systems:                                                                                                                                                                                                                   |          |
| Vents & Exhaust Fans:                                                                                                                                                                                                                   |          |
| Under 1,500 c.f.m. each                                                                                                                                                                                                                 | \$15.00  |
| 1,500 to 10,000 c.f.m. each                                                                                                                                                                                                             | \$35.00  |
| Over 10,000 c.f.m. each                                                                                                                                                                                                                 | \$55.00  |
| Heat Pumps:                                                                                                                                                                                                                             |          |
| To 50,000 BTU                                                                                                                                                                                                                           | \$30.00  |
| To 200,000 BTU                                                                                                                                                                                                                          | \$40.00  |
| To 500,000 BTU                                                                                                                                                                                                                          | \$50.00  |
| Over 500,000 BTU                                                                                                                                                                                                                        | \$75.00  |
| Fire Suppression Systems:                                                                                                                                                                                                               |          |
| Standpipe systems:                                                                                                                                                                                                                      |          |
| 2-1/2" thru 4"                                                                                                                                                                                                                          | \$50.00  |
| Over 4"                                                                                                                                                                                                                                 | \$70.00  |
| Fire pumps & connections                                                                                                                                                                                                                | \$75.00  |
| Fire sprinkler system:                                                                                                                                                                                                                  |          |
| First head up to 20 heads                                                                                                                                                                                                               | \$50.00  |
| Each additional head                                                                                                                                                                                                                    | \$3.00   |
| Hood and duct fire suppression systems:                                                                                                                                                                                                 |          |
| Each establishment system- minimum                                                                                                                                                                                                      | \$75.00  |
| Each additional system at same establishment                                                                                                                                                                                            | \$30.00  |
| Refrigeration:                                                                                                                                                                                                                          |          |

|                                                                                                                                                                              |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Self contained refrigeration systems                                                                                                                                         | \$40.00 |
| Remote refrigeration systems:                                                                                                                                                |         |
| Up to 10 HP                                                                                                                                                                  | \$50.00 |
| 10 HP up to 50 HP                                                                                                                                                            | \$70.00 |
| Over 50 HP                                                                                                                                                                   | \$95.00 |
| Water heater                                                                                                                                                                 | \$30.00 |
| Chimney liner                                                                                                                                                                | \$20.00 |
| Hydronic Floor Heat:                                                                                                                                                         |         |
| Up to 2,000 square feet                                                                                                                                                      | \$50.00 |
| Over 2,000 square feet                                                                                                                                                       | \$60.00 |
| Geo Thermal:                                                                                                                                                                 |         |
| Up to 100,000 BTU                                                                                                                                                            | \$75.00 |
| Over 100,000 BTU                                                                                                                                                             | \$90.00 |
| Additional reinspection                                                                                                                                                      | \$50.00 |
| Reinspection fee                                                                                                                                                             | \$50.00 |
| <i>An administrative fee equal to the permit fee may be charged in addition to the permit fee, when work is started and/or completed without first obtaining the permit.</i> |         |

**Newsracks (90-160)**

|                                           |         |
|-------------------------------------------|---------|
| Review fee for each newsrack box          | \$50.00 |
| Annual registration for each newsrack box | \$50.00 |

**Plumbing Permits**

|                                            |          |
|--------------------------------------------|----------|
| Online Application Fee                     | \$2.00   |
| Base Fee                                   | \$55.00  |
| Automatic washer                           | \$15.00  |
| Backflow preventer                         | \$25.00  |
| Bathtub                                    | \$15.00  |
| Catchbasin                                 | \$50.00  |
| Dental Chair                               | \$15.00  |
| Dishwasher                                 | \$20.00  |
| Drains to 6 inches                         | \$25.00  |
| Drains over 6 inches                       | \$40.00  |
| Drinking fountain                          | \$15.00  |
| Floor drain                                | \$15.00  |
| Garbage disposal                           | \$15.00  |
| Grease trap                                | \$30.00  |
| Hose bibbs                                 | \$15.00  |
| Humidifier                                 | \$15.00  |
| Inside drain (weep tile)                   | \$15.00  |
| Laundry tray                               | \$15.00  |
| Lavatory                                   | \$15.00  |
| Lawn sprinkler - including Backflow Device | \$50.00  |
| Miscellaneous equipment                    | \$15.00  |
| Reinspection fee                           | \$50.00  |
| Roof sump                                  | \$15.00  |
| Safe waste                                 | \$15.00  |
| Sewers to 6 inches                         | \$50.00  |
| Sewers to 8 inches                         | \$60.00  |
| Sewers to 10 inches                        | \$75.00  |
| Sewers to 12 inches                        | \$100.00 |
| Sewers over 13 inches                      | \$100.00 |
| Shower trap                                | \$15.00  |
| Stacks, conductors                         | \$15.00  |
| Stand pipe                                 | \$15.00  |
| Sump w. pump                               | \$30.00  |
| Urinal                                     | \$15.00  |
| Water closet                               | \$15.00  |
| Water distribution:                        |          |
| 3/4 inch                                   | \$30.00  |
| 1 inch                                     | \$30.00  |
| 1 1/4 inch and 1 1/2 inch                  | \$35.00  |
| 2 inches                                   | \$45.00  |
| 3 inches                                   | \$60.00  |
| 4 inches                                   | \$70.00  |
| Over 4 inches                              | \$75.00  |
| Water Heater                               | \$30.00  |
| Water service:                             |          |
| 1 inch                                     | \$65.00  |
| 1 1/2 inch                                 | \$65.00  |



|                                                                                                                                                                              |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 2 inches                                                                                                                                                                     | \$65.00  |
| Over 2 inches                                                                                                                                                                | \$125.00 |
| Additional Inspection                                                                                                                                                        | \$50.00  |
| Reinspections                                                                                                                                                                | \$50.00  |
| <i>An administrative fee equal to the permit fee may be charged in addition to the permit fee, when work is started and/or completed without first obtaining the permit.</i> |          |

**Production filming fees 114-168:**

|                                                                                                                                                                                                                                                                                                                                                                          |              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Permit application fee (non-refundable):                                                                                                                                                                                                                                                                                                                                 |              |
| Motion picture, television, or video on private property only                                                                                                                                                                                                                                                                                                            | \$125.00     |
| Motion picture, television, or video on public property                                                                                                                                                                                                                                                                                                                  | \$225.00     |
| Still photography only on private property                                                                                                                                                                                                                                                                                                                               | \$50.00      |
| Still photography only on public property                                                                                                                                                                                                                                                                                                                                | \$100.00     |
| <i>Additional fee for expedited processing if less than normal processing time is required. (Late application processed at the discretion of the city manager or his/her designee)</i>                                                                                                                                                                                   | \$150.00     |
| Daily public property use fee (from prep to clean-up time):                                                                                                                                                                                                                                                                                                              |              |
| Motion picture, television, or video, per day                                                                                                                                                                                                                                                                                                                            | \$75.00      |
| Public property location holding - per day                                                                                                                                                                                                                                                                                                                               | \$75.00      |
| On-street base camp - per day (if approved)                                                                                                                                                                                                                                                                                                                              | \$25.00      |
| Parking space rental - per day                                                                                                                                                                                                                                                                                                                                           | current rate |
| Extended hours of permitted filming activity:                                                                                                                                                                                                                                                                                                                            |              |
| Any film permitted activity beyond 7:00 a.m. to 7:00 p.m. or driving scenes on major, minor, or neighborhood roads requiring special barricades, noticing, and/or public safety personnel (hourly rates for staff time to be calculated and charged separately).                                                                                                         | \$75.00      |
| Security deposit:                                                                                                                                                                                                                                                                                                                                                        |              |
| A refundable security deposit may be required to cover any unanticipated city staff costs, clean-up costs, refund fees to user groups affected by the film permit activities, and/or other expenses not included/anticipated in the initial film permit fee calculation.                                                                                                 | \$500.00     |
| Staff costs:                                                                                                                                                                                                                                                                                                                                                             |              |
| Monitoring fee for additional police, fire, ordinance enforcement, public works, recreation and parks, or other staff as determined by the city manager or his/her designee; fee will be estimated based on hours needed and scheduled. Staff time to be based on most current city overtime rate schedule and calculated and paid in advance of film permit activities. |              |
| Insurance: (Sec 14-172 (5) (6) (8) Standard insurance requirement plus limits of liability of not less than \$5,000,000 per occurrence in the event motor vehicles, aircraft, helicopters, explosives or pyrotechnics are used in the activity. Also, the permittee shall execute a hold-harmless agreement as provided by the city prior to the issuance of any permit. |              |

**Rental Properties**

|                                                                                                                                                   |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Fee for rented or leased premises:                                                                                                                |          |
| First unit                                                                                                                                        | \$125.00 |
| For properties containing more than one unit:                                                                                                     |          |
| Add, per additional unit or common/exterior area, to the one-unit fee                                                                             | \$40.00  |
| Additional re-inspection fee for rental properties requiring additional inspections, plus \$25.00 for each additional unit beyond the first unit. | \$75.00  |
| <i>The fee shall be increased by 50 percent for any application received more than 30 days after the required renewal date.</i>                   |          |

**Signs (Chapter 86)**

|                                                                                           |          |
|-------------------------------------------------------------------------------------------|----------|
| Online Application Fee                                                                    | \$2.00   |
| Construction                                                                              | \$50.00  |
| Temporary - non-residential zone districts - permit per 30 square feet or fraction 86-133 | \$50.00  |
| Temporary - churches in residential zone districts 86-70                                  | \$25.00  |
| Marquee and roof annual fee                                                               | \$200.00 |
| Others:                                                                                   |          |
| Permit per square foot                                                                    | \$2.00   |
| Minimum                                                                                   | \$100.00 |
| Inspection fee every three years                                                          | \$50.00  |
| Removal fee 86-59 86-111                                                                  | \$50.00  |
| Sign impound fee, per sign                                                                | \$25.00  |
| Sign inspection bonds per required inspection                                             | \$200.00 |

**Sign Erectors (Chapter 86)**

|                      |            |
|----------------------|------------|
| Original license     | \$25.00    |
| Renewal - annual fee | \$15.00    |
| Bond                 | \$5,000.00 |

**Sign Removal:**

|                                                                                                               |         |
|---------------------------------------------------------------------------------------------------------------|---------|
| Failure to comply with notice to remove, daily fine to commence on 31st day after notice to remove is issued. | \$25.00 |
|---------------------------------------------------------------------------------------------------------------|---------|

**Site Evaluation**

|                                                                                           |          |
|-------------------------------------------------------------------------------------------|----------|
| Base Fee                                                                                  | \$50.00  |
| Online Application Fee                                                                    | \$2.00   |
| New house (including one revision) <i>effective 3/1/2023</i>                              | \$525.00 |
|                                                                                           |          |
| Addition (including one revision) <i>effective 3/1/2023</i>                               | \$400.00 |
| Additional reviews (after one revision included in initial fee) <i>effective 3/1/2023</i> | \$175.00 |
| Each review for applicant initiated change <i>effective 3/1/2023</i>                      | \$250.00 |
| Accessory structure and impervious surfaces                                               | \$125.00 |
| Final Grade Inspection & As-built Survey Review (initial) <i>effective 3/1/2023</i>       | \$325.00 |
| Additional Final Grade Inspection & As-Built Survey Reviews <i>effective 3/1/2023</i>     | \$175.00 |

**Special Land Use Permits (See Zoning)****Subdivision plats (Chapter 102)**

|                                     |            |
|-------------------------------------|------------|
| Tentative preliminary plat approval | \$2,500.00 |
| Additional fee per lot              | \$10.00    |
| Final preliminary plat approval     | \$1,000.00 |

**Temporary Structure (Tents, Canopies, etc)**

|                        |          |
|------------------------|----------|
| Online Application Fee | \$2.00   |
| Original permit        | \$100.00 |
| Renewal                | \$25.00  |
| Plan checking fee      | \$50.00  |
| Temporary Use Permit   | \$100.00 |

**Vacant Property Registration Fee**

|                                          |          |
|------------------------------------------|----------|
| Residential                              | \$100.00 |
| Commercial                               | \$100.00 |
| Safety and maintenance inspection        | \$75.00  |
| Administrative costs: Inspector per hour | \$55.00  |
| Support staff per hour                   | \$45.00  |
| Sanctions, remedies, penalties:          |          |
| First offense                            | \$150.00 |
| Second offense and any other             | \$500.00 |

**Zoning Ordinance Fees**

|                                                                                                                                |            |
|--------------------------------------------------------------------------------------------------------------------------------|------------|
| Online Application Fee                                                                                                         | \$2.00     |
| Board of Appeals                                                                                                               |            |
| Single family residential                                                                                                      | \$700.00   |
| All others                                                                                                                     | \$900.00   |
| Community Impact Review                                                                                                        | \$2,700.00 |
| Design review fee                                                                                                              | \$450.00   |
| Historic district review                                                                                                       |            |
| Single family residential district                                                                                             | \$0.00     |
| All other zone districts                                                                                                       | \$450.00   |
| Public notice signs for land development applications                                                                          |            |
| Fee                                                                                                                            | \$50.00    |
| Deposit                                                                                                                        | \$100.00   |
| Site Plan Review                                                                                                               |            |
| R-4 through R-8 zone districts fee                                                                                             | \$1,200.00 |
| Plus, per dwelling unit affected by minor construction or minor site plan changes, as determined by the planning director      | \$50.00    |
| Or, plus, for each dwelling unit in the entire complex for all other site plan changes, as determined by the planning director | \$50.00    |
| Non-residential districts fee                                                                                                  | \$1,400.00 |
| Plus per acre or fraction thereof                                                                                              | \$50.00    |
| Special Land Use Permits                                                                                                       |            |
| *Special land use                                                                                                              | \$1,100.00 |
| Plus, site plan review                                                                                                         | \$1,400.00 |
| Plus, design review                                                                                                            | \$450.00   |
| Plus, publish of legal notice                                                                                                  | \$700.00   |
| Annual renewal fee                                                                                                             | \$200.00   |
| Temporary Use Permit                                                                                                           | \$150.00   |
| Wall Art Application                                                                                                           | \$200.00   |
| Zoning Compliance Letters                                                                                                      | \$75.00    |
| Zoning Compliance Permit Fees                                                                                                  |            |
| Online Application Fee                                                                                                         | \$2.00     |
| Accessory Structures Under 200 Square Feet                                                                                     | \$150.00   |
| Fence Permit - <i>Single Family Zoned Districts</i>                                                                            | \$50.00    |
| Impervious Surface (driveway, patio, etc.) <i>Single Family Zoned Districts</i>                                                | \$150.00   |
| Zoning Ordinance Interpretation (Formal Report)                                                                                |            |

|                                 |          |
|---------------------------------|----------|
| One & two family zone districts | \$125.00 |
| All other zone districts        | \$175.00 |

THE FEES FOR DESIGN REVIEW, SITE PLAN REVIEW, HISTORIC DISTRICT REVIEW AND SPECIAL LAND USE PERMITS SHALL BE DOUBLE THE LISTED AMOUNTS IN THE EVENT THE PROPOSED PROJECT IS COMMENCED PRIOR TO FILING OF AN APPLICATION FOR REVIEW BY THE CITY.

\* Special Land Use permit fees may be waived or reduced at the discretion of the City Manager where an amendment is sought by the applicant to change the name of the establishment, or remove parties from the permit when it involves a liquor license associated SLUP.

| DEPARTMENT OF PUBLIC SERVICES                                                                                                                                                                                                                 | FEES       | PROPOSED FEE | CHANGE CODE |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|-------------|
| <b><u>Cross Connections Inspections/Re-Inspections (114-122)</u></b>                                                                                                                                                                          |            |              |             |
| Fee Non-Residential Inspection                                                                                                                                                                                                                | \$115.00   | \$123.00     | F           |
| Fee Residential Inspection                                                                                                                                                                                                                    |            | \$60.00      | E           |
| Plus, a per hour charge, to be charged at 1/4 hour increments, per city employee or city representative for the time spent on such inspections or re-inspections concerning a particular water consumer. TBD based on inspection requirements |            |              |             |
| Device test report review, per report                                                                                                                                                                                                         | \$10.00    |              |             |
| <b><u>Dog Park Annual Pass:</u></b>                                                                                                                                                                                                           |            |              |             |
| Resident                                                                                                                                                                                                                                      | \$50.00    |              |             |
| Non-Resident                                                                                                                                                                                                                                  | \$200.00   |              |             |
| <b><u>Golf Course Fees - Adjusted annually by resolution of City Commission with recommendation of Parks and Recreation Board</u></b>                                                                                                         |            |              |             |
| <b><u>Grass &amp; Weed Violations (118-66 to 118-68)</u></b>                                                                                                                                                                                  |            |              |             |
| Cutting charge for properties less than or equal to 50 feet wide                                                                                                                                                                              | \$135.00   |              |             |
| Cutting charge for properties greater than 50 feet wide                                                                                                                                                                                       | \$200.00   |              |             |
| Municipal Civil Infraction Fine (in addition to cutting charge):                                                                                                                                                                              |            |              |             |
| First Offense                                                                                                                                                                                                                                 | \$50.00    |              |             |
| Second Offense                                                                                                                                                                                                                                | \$100.00   |              |             |
| Third Offense                                                                                                                                                                                                                                 | \$200.00   |              |             |
| All violations after the third                                                                                                                                                                                                                | \$200.00   |              |             |
| <b><u>Hydrant Use</u></b>                                                                                                                                                                                                                     |            |              |             |
| Deposit (if required as determined by Fire Chief)                                                                                                                                                                                             | \$100.00   |              |             |
| Permit Fee                                                                                                                                                                                                                                    | \$160.00   |              |             |
| Water Charge                                                                                                                                                                                                                                  | \$64.75    |              |             |
| Includes 5000 gallons at standard charge. Water charge in excess of 5000 gallons will be charged at double rate \$25.90 per thousand gallons.                                                                                                 | \$36.90    |              |             |
| <b><u>Hydrant Repair</u></b>                                                                                                                                                                                                                  |            |              |             |
| To be calculated by DPS, Will include labor, equipment, material                                                                                                                                                                              |            |              |             |
| <b><u>Ice Arena Fees - Annual evaluation at budget</u></b>                                                                                                                                                                                    |            |              |             |
| <b><u>Snow Removal from Sidewalks (98-66 - 98-68) - minimum charge</u></b>                                                                                                                                                                    | \$100.00   |              |             |
| <b><u>Tree Preservation (Chapter 118)</u></b>                                                                                                                                                                                                 |            |              |             |
| Registration for tree service business                                                                                                                                                                                                        | \$100.00   |              |             |
| Sanctions, remedies, penalties:                                                                                                                                                                                                               |            |              |             |
| First offense, per tree (+ ISA or Michigan Shade Tree Evaluation Guide calculated approximate value                                                                                                                                           | \$500.00   |              |             |
| Second offense, per tree (+ ISA or Michigan Shade Tree Evaluation Guide calculated approximate                                                                                                                                                | \$1,000.00 |              |             |
| <b><u>Water</u></b>                                                                                                                                                                                                                           |            |              |             |
| Customer requested service, emergency, 2 hr. minimum <i>plus equipment and materials if applicable</i>                                                                                                                                        | \$200.00   |              |             |
| Meter department service fee, <i>plus equipment and materials if applicable</i>                                                                                                                                                               | \$80.00    |              |             |
| Meter department service fee for no show appointment                                                                                                                                                                                          | \$40.00    |              |             |
| Final meter reading without 24 hour notice ( <i>Same day reading request</i> )                                                                                                                                                                | \$150.00   |              |             |
| Stop box construction deposit ( <i>includes \$100 inspection \$400 refundable</i> )                                                                                                                                                           | \$500.00   |              |             |
| Curb box and lid repair ( <i>done by city</i> )                                                                                                                                                                                               | \$1,000.00 |              |             |
| Opt Out Plan Meter Reading Fee                                                                                                                                                                                                                | \$12.02    | \$20.00      | A,F         |
| Frozen water service line thaw - first visit                                                                                                                                                                                                  | no charge  |              |             |
| Frozen water service line thaw - second visit and beyond ( <i>\$200 minimum</i> )                                                                                                                                                             | time &     |              |             |
| <b><u>Water</u></b>                                                                                                                                                                                                                           |            |              |             |
| Additional charge for water used:                                                                                                                                                                                                             |            |              |             |
| For each 1,000 gallons or part thereof                                                                                                                                                                                                        | \$7.38     | \$8.87       | B           |
| Service of notice of intent to discontinue service for non-payment of charges (114-303)                                                                                                                                                       | \$50.00    |              |             |
| Meter department service fee                                                                                                                                                                                                                  | \$80.00    |              |             |
| Meter department service fee for no show appointment                                                                                                                                                                                          | \$40.00    |              |             |
| Final meter reading without 24 hour notice                                                                                                                                                                                                    | \$150.00   |              |             |
| Stop box construction deposit ( <i>includes \$100 inspection \$400 refundable</i> )                                                                                                                                                           | \$500.00   |              |             |
| Curb box and lid repair ( <i>done by city</i> )                                                                                                                                                                                               | \$1,000.00 |              |             |
| <b><u>Water Rates</u></b>                                                                                                                                                                                                                     |            |              |             |
| Meter Size                                                                                                                                                                                                                                    |            |              |             |
| 5/8" Quarterly fixed charge                                                                                                                                                                                                                   | \$8.15     |              |             |
| 5/8" Monthly fixed charge                                                                                                                                                                                                                     | \$2.72     |              |             |
| 1" Quarterly fixed charge                                                                                                                                                                                                                     | \$9.40     |              |             |
| 1" Monthly fixed charge                                                                                                                                                                                                                       | \$3.13     |              |             |
| 1 1/2" Quarterly fixed charge                                                                                                                                                                                                                 | \$41.75    |              |             |
| 1 1/2" Monthly fixed charge                                                                                                                                                                                                                   | \$13.92    |              |             |
| 2" Quarterly fixed charge                                                                                                                                                                                                                     | \$46.86    |              |             |
| 2" Monthly fixed charge                                                                                                                                                                                                                       | \$15.62    |              |             |

|                                                                                                                   |             |             |   |
|-------------------------------------------------------------------------------------------------------------------|-------------|-------------|---|
| 3" Quarterly fixed charge                                                                                         | \$56.18     |             |   |
| 3" Monthly fixed charge                                                                                           | \$18.73     |             |   |
| 4" Quarterly fixed charge                                                                                         | \$93.45     |             |   |
| 4" Monthly fixed charge                                                                                           | \$31.15     |             |   |
| 6" Quarterly fixed charge                                                                                         | \$171.52    |             |   |
| 6" Monthly fixed charge                                                                                           | \$57.00     |             |   |
| 8" Quarterly fixed charge                                                                                         | \$246.00    |             |   |
| 8" Monthly fixed charge                                                                                           | \$82.00     |             |   |
| Special charges to the city                                                                                       |             |             |   |
| Annual charge for fire hydrants                                                                                   | \$80.00     |             |   |
| Annual charge for drinking fountains                                                                              | \$50.00     |             |   |
| <b><u>Water &amp; Sewer Connections (Chapter 114):</u></b>                                                        |             |             |   |
| New Sewer Service Residential - Single Trench ( <i>single trench is defined surface damage needing repair</i> )   | \$2,000.00  |             |   |
| New Sewer Service Commercial - To be determined based on type and use ( <i>s.q. &amp; type of use</i> )           |             |             |   |
| New Water Service Residential - Single Trench ( <i>single trench is defined surface damage needing repair</i> )   | \$2,000.00  |             |   |
| New Water Service Commercial - Single Trench To be determined based on type and use ( <i>s.q. &amp; type of</i> ) |             |             |   |
| Residential Water Service Only - Single Trench                                                                    |             |             |   |
| Easement 1":                                                                                                      |             |             |   |
| Service Install (DPS Labor and Materials)                                                                         | \$7,048.10  | \$7,050.00  | F |
| Water Meter, MTU, Brass Meter Spuds, and Trip                                                                     | \$822.00    | \$825.00    | F |
| Water for Construction                                                                                            | \$75.00     |             |   |
| Total                                                                                                             | \$7,945.10  | \$7,950.00  | F |
| Easement 1 1/2":                                                                                                  |             |             |   |
| Service Install (DPS Labor and Materials)                                                                         | \$7,426.00  | \$7,500.00  | F |
| Water Meter, MTU, Brass Meter Flanges, and Trip                                                                   | \$2,442.00  | \$2,500.00  | F |
| Water for Construction                                                                                            | \$100.00    |             |   |
| Total                                                                                                             | \$9,968.00  | \$10,100.00 | F |
| Easement 2":                                                                                                      |             |             |   |
| Service Install (DPS Labor and Materials)                                                                         | \$7,846.10  | \$7,900.00  | F |
| Water Meter, MTU, Brass Meter Flanges, and Trip                                                                   | \$3,292.00  | \$3,300.00  | F |
| Water for Construction                                                                                            | \$125.00    |             |   |
| Total                                                                                                             | \$11,263.10 | \$11,325.00 | F |
| All Paved Surfaces 1":                                                                                            |             |             |   |
| Service Install (DPS Labor and Materials)                                                                         | \$10,198.00 | \$10,300.00 | F |
| Water Meter, MTU, Brass Meter Spuds, and Trip                                                                     | \$822.00    | \$825.00    | F |
| Water for Construction                                                                                            | \$75.00     |             |   |
| Total                                                                                                             | \$11,095.00 | \$11,200.00 | F |
| All Paved Surfaces 1 1/2":                                                                                        |             |             |   |
| Service Install (DPS Labor and Materials)                                                                         | \$10,576.10 | \$10,600.00 | F |
| Water Meter, MTU, Brass Meter Flanges, and Trip                                                                   | \$2,442.00  | \$2,500.00  | F |
| Water for Construction                                                                                            | \$100.00    |             |   |
| Total                                                                                                             | \$13,118.10 | \$13,200.00 | F |
| All Paved Surfaces 2":                                                                                            |             |             |   |
| Service Install (DPS Labor and Materials)                                                                         | \$10,996.10 | \$11,000.00 | F |
| Water Meter, MTU, Brass Meter Flanges, and Trip                                                                   | \$2,677.00  | \$2,700.00  | F |
| Water for Construction                                                                                            | \$125.00    |             |   |
| Total                                                                                                             | \$13,798.10 | \$13,825.00 | F |
| Water for construction rates on larger services:                                                                  |             |             |   |
| 3"                                                                                                                | \$155.00    |             |   |
| 4"                                                                                                                | \$225.00    |             |   |
| 6"                                                                                                                | \$390.00    |             |   |
| 8"                                                                                                                | \$550.00    |             |   |
| (Prices on water services over 2" in size or for commercial projects will be determined by (DPS) on a             |             |             |   |
| 5/8" meter                                                                                                        | \$175.00    |             |   |
| 1" meter                                                                                                          | \$275.00    |             |   |
| 1 1/2" meter                                                                                                      | \$1,837.00  |             |   |
| 2" meter                                                                                                          | \$2,062.00  |             |   |
| (Price to be obtained from meter department for any water meter larger than 2")                                   |             |             |   |
| Meter Transceiver Unit (MTU)                                                                                      | \$205.00    |             |   |
| 1" Brass Meter Spuds                                                                                              | \$22.00     |             |   |
| 1.5" Brass Meter Flanges                                                                                          | \$80.00     |             |   |
| 2" Brass Meter Flanges                                                                                            | \$90.00     |             |   |
| Inspection fee when trenching not done by DPS per service (water or sewer, per tap, Extra Charge                  | \$600.00    |             |   |
| Water disconnection fee:                                                                                          |             |             |   |
| Water service disconnection at property line if service will be reused ( <i>1" or larger copper water</i> )       | \$1,350.00  |             |   |

|                                                                    |            |  |  |
|--------------------------------------------------------------------|------------|--|--|
| 2" service or smaller                                              | \$4,000.00 |  |  |
| 4" service or greater to be determined individually by the DPS     |            |  |  |
| Refundable deposit                                                 | \$1,000.00 |  |  |
| <b><u>Wedding Rental (Parks)</u></b>                               | \$100.00   |  |  |
| All City Parks (weekdays/weekends) ( <i>excluding Shain Park</i> ) |            |  |  |
| Resident                                                           | \$200.00   |  |  |
| Non-Resident                                                       | \$400.00   |  |  |
| Security Deposit                                                   | \$100.00   |  |  |

| ENGINEERING                                                                                                                                                                                                                                                       | FEE                                     | PROPOSED FEE | CHANGE CODE |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------|-------------|
| <b><u>Bidding Document Fee</u></b>                                                                                                                                                                                                                                |                                         |              |             |
| Large Set - Paper Copy                                                                                                                                                                                                                                            | \$75.00                                 |              |             |
| Small Set - Paper Copy                                                                                                                                                                                                                                            | \$50.00                                 |              |             |
| CD Copy ( <i>any size</i> )                                                                                                                                                                                                                                       | \$20.00                                 |              |             |
| Flash Drive                                                                                                                                                                                                                                                       | \$20.00                                 |              |             |
| ( <i>Copy fee waived for Plan Room and Advertising Services</i> )                                                                                                                                                                                                 |                                         |              |             |
| <b><u>Cable Communications Permit (30-133 (i))</u></b>                                                                                                                                                                                                            |                                         |              |             |
| Cable Franchise Insurance: Standard Insurance requirements plus excess liability insurance (or umbrella)                                                                                                                                                          |                                         |              |             |
| <b><u>Curb Closings (See Streets &amp; Sidewalks)</u></b>                                                                                                                                                                                                         |                                         |              |             |
| <b><u>Driveways (See Streets &amp; Sidewalks)</u></b>                                                                                                                                                                                                             |                                         |              |             |
| <b><u>Plan Reviews</u></b>                                                                                                                                                                                                                                        |                                         |              |             |
| Single Family Residential, New House, Addition, Accessory Structure and Impervious Surface (See Community Development, Site Evaluation)                                                                                                                           |                                         |              |             |
| Non - Single Family Residential                                                                                                                                                                                                                                   |                                         |              |             |
| Online Application Fee                                                                                                                                                                                                                                            | \$2.00                                  |              |             |
| Application Fee                                                                                                                                                                                                                                                   | \$250.00                                |              |             |
| Review Fee - Two (2%) percent of the engineer's estimate, or \$250.00, whichever is greater                                                                                                                                                                       | 2% of Engineer's Estimate, min \$250.00 |              |             |
| <b><u>Right-of-Way Permits</u></b>                                                                                                                                                                                                                                |                                         |              |             |
| Online Application Fee                                                                                                                                                                                                                                            | \$2.00                                  |              |             |
| Permit Fee                                                                                                                                                                                                                                                        | \$100.00                                |              |             |
| Trench Maintenance - 1 Lateral/Lead (Paved surfaces only)                                                                                                                                                                                                         | \$3,000.00                              |              |             |
| Trench Maintenance - 2 Laterals/Leads or more (Paved surfaces only)                                                                                                                                                                                               | \$6,000.00                              |              |             |
| Water Service Inspection Fee ( <i>does not include time after 3:15 pm</i> )                                                                                                                                                                                       | \$600.00                                |              |             |
| Sewer Service Inspection Fee ( <i>does not include time after 3:15 pm</i> )                                                                                                                                                                                       | \$600.00                                |              |             |
| Cash Bond - Water/Sewer Inspection and Testing ( <i>Refundable</i> ) ( <i>additional \$100 per hour after 3:15 pm</i> )                                                                                                                                           | \$1,750.00                              |              |             |
| Small Cell New Pole                                                                                                                                                                                                                                               | \$300.00                                |              |             |
| Small Cell Colocation                                                                                                                                                                                                                                             | \$200.00                                |              |             |
| <b><u>Utility Right-of-Way Bond Requirements (Final Amount to be Determined by Engineering Department)</u></b>                                                                                                                                                    |                                         |              |             |
| Minimum Bond Amount                                                                                                                                                                                                                                               |                                         | \$2,500.00   | E           |
| Sidewalk Removal and Replacement in Birmingham Shopping District Area                                                                                                                                                                                             |                                         | \$5,000.00   | E           |
| Street or Alley Pavement Removal and Replace                                                                                                                                                                                                                      |                                         | \$10,000.00  | E           |
| <b><u>Sidewalks (See Streets &amp; Sidewalks)</u></b>                                                                                                                                                                                                             |                                         |              |             |
| <b><u>Soil erosion and sediment control permit fees:</u></b>                                                                                                                                                                                                      |                                         |              |             |
| Online Application Fee                                                                                                                                                                                                                                            | \$2.00                                  |              |             |
| Less than 1 acre site                                                                                                                                                                                                                                             | \$125.00                                |              |             |
| 1-2 acre site                                                                                                                                                                                                                                                     | \$150.00                                |              |             |
| 2-3 acre site                                                                                                                                                                                                                                                     | \$150.00                                |              |             |
| <i>The permit fee shall increase for every acre or portion thereof in excess of the above examples.</i>                                                                                                                                                           |                                         |              |             |
| Inspection deposits:                                                                                                                                                                                                                                              |                                         |              |             |
| Inspection cost of \$100 per visit will be drawn against the inspection deposit. A refund of any unused deposit will be given at the end of the project, and the applicant will be responsible for \$100 per additional visit if the deposit balance is depleted. |                                         |              |             |
| Less than 1 acre site                                                                                                                                                                                                                                             | \$1,800.00                              |              |             |
| 1-2 acre site                                                                                                                                                                                                                                                     | \$3,600.00                              |              |             |
| 2 acres or greater site                                                                                                                                                                                                                                           | \$5,000.00                              |              |             |
| <b><u>Soil Filling Permit (Chapter 50)</u></b>                                                                                                                                                                                                                    |                                         |              |             |
| Application fee                                                                                                                                                                                                                                                   | \$1,000.00                              |              |             |
| Online Application Fee                                                                                                                                                                                                                                            | \$2.00                                  |              |             |
| Permit fee, per cubic yard                                                                                                                                                                                                                                        | \$0.20                                  |              |             |
| <b><u>Small Cell Monthly License</u></b>                                                                                                                                                                                                                          |                                         |              |             |
| Tier 1 - Per Month Per Pole                                                                                                                                                                                                                                       | \$75.00                                 |              |             |
| Tier 2 - Per Month Per Pole                                                                                                                                                                                                                                       | \$150.00                                |              |             |
| Performance Bond                                                                                                                                                                                                                                                  | \$10,000.00                             |              |             |
| Administrative Fee                                                                                                                                                                                                                                                | \$500.00                                |              |             |
| <b><u>Stormwater runoff (Chapter 114)</u></b>                                                                                                                                                                                                                     |                                         |              |             |
| Permit per acre of affected area                                                                                                                                                                                                                                  | \$125.00                                |              |             |
| Minimum                                                                                                                                                                                                                                                           | \$125.00                                |              |             |
| <b><u>Storm Water Utility Fee Related Charges</u></b>                                                                                                                                                                                                             |                                         |              |             |
| Storm Water Utility Fee Credit Application or Renewal                                                                                                                                                                                                             | \$50.00                                 |              |             |

|                                                                                                                                                                                          |                                            |                            |                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------------|-----------------------|
| Low Impact Development Determination                                                                                                                                                     |                                            | \$100.00                   |                       |
| Storm Water Utility Appeals Board Application                                                                                                                                            |                                            | \$100.00                   |                       |
| <b><u>Well (Irrigation) Permit</u></b>                                                                                                                                                   |                                            | \$350.00                   |                       |
| <b><u>Storm Water Utility Fee - Credit Schedule</u></b>                                                                                                                                  |                                            |                            |                       |
| <b><u>CREDIT</u></b>                                                                                                                                                                     | <b><u>APPLIES TO</u></b>                   | <b><u>ANNUAL VALUE</u></b> | <b><u>RENEWAL</u></b> |
| <b><u>Rain Barrels</u></b>                                                                                                                                                               | SFR/Non-                                   | \$15                       | 2 years               |
| <b><u>Rain Garden/Bio-Swale</u></b>                                                                                                                                                      | SFR.Non-                                   | \$20 *                     | 5 years               |
| <b><u>Infiltration Trench/Dry Well</u></b>                                                                                                                                               | SFR/Non-                                   | \$25 *                     | 5 years               |
| <b><u>Cistern</u></b>                                                                                                                                                                    | SFR/Non-                                   | \$25 *                     | 10 years              |
| <b><u>Pervious Pavement</u></b>                                                                                                                                                          | SFR/Non-                                   | \$10 (200-300 Sq. Ft.)     | 10 years              |
|                                                                                                                                                                                          |                                            | \$20 (300-400 Sq. Ft.)     |                       |
|                                                                                                                                                                                          |                                            | \$30 (>400 Sq. Ft.)        |                       |
| <b><u>Disconnect Footing Drain</u></b>                                                                                                                                                   | SFR/Non-                                   | \$40                       | 10 years              |
| <b><u>LID Building Measures</u></b>                                                                                                                                                      | Non-SFR                                    | ESWU reduction             | N/A                   |
| <b><u>LID Site Measures</u></b>                                                                                                                                                          | Non-SFR                                    | ESWU reduction             | N/A                   |
| <b><u>Enhanced Retention</u></b>                                                                                                                                                         | Non-SFR                                    | ESWU reduction             | N/A                   |
| Those credits marked with an asterisk (*) will be multiplied by the relative size of the parcel the                                                                                      |                                            |                            |                       |
| <b><u>SFR CLASS</u></b>                                                                                                                                                                  | <b><u>CREDIT MULTIPLICATION FACTOR</u></b> |                            |                       |
| <b><u>Classes A &amp; B</u></b>                                                                                                                                                          | 1                                          |                            |                       |
| <b><u>Class C</u></b>                                                                                                                                                                    | 1.6                                        |                            |                       |
| <b><u>Class D</u></b>                                                                                                                                                                    | 2.4                                        |                            |                       |
| <b><u>Class E</u></b>                                                                                                                                                                    | 3.2                                        |                            |                       |
| <b><u>Class F</u></b>                                                                                                                                                                    | 4.6                                        |                            |                       |
| <b><u>Streets &amp; Sidewalks:</u></b>                                                                                                                                                   |                                            |                            |                       |
| Minimum charge for all curb closing, curb, cuts, driveways and sidewalk permits                                                                                                          |                                            | \$100.00                   |                       |
| Curb closings (98-91):                                                                                                                                                                   |                                            |                            |                       |
| Permit per linear foot                                                                                                                                                                   |                                            | \$5.00                     |                       |
| Minimum                                                                                                                                                                                  |                                            | \$50.00                    |                       |
| Curb cuts (98-91):                                                                                                                                                                       |                                            |                            |                       |
| Permit per linear foot                                                                                                                                                                   |                                            | \$5.00                     |                       |
| Minimum                                                                                                                                                                                  |                                            | \$50.00                    |                       |
| Driveways (98-91):                                                                                                                                                                       |                                            |                            |                       |
| Permit                                                                                                                                                                                   |                                            | \$50.00                    |                       |
| Sidewalks (98-57):                                                                                                                                                                       |                                            |                            |                       |
| Permit, per square foot                                                                                                                                                                  |                                            | \$0.50                     |                       |
| Minimum                                                                                                                                                                                  |                                            | \$50.00                    |                       |
| Excavations (98-26):                                                                                                                                                                     |                                            |                            |                       |
| Permit                                                                                                                                                                                   |                                            | \$100.00                   |                       |
| <i>Plus deposit to be determined by city engineer to cover estimated cost of possible city expenses, minimum</i>                                                                         |                                            |                            |                       |
| Moving buildings (98-3 - 98-28):                                                                                                                                                         |                                            |                            |                       |
| Permit                                                                                                                                                                                   |                                            | \$100.00                   |                       |
| <i>Plus deposit to be determined by city engineer to cover estimated cost of possible city expenses, minimum Insurance: Standard insurance requirements plus hold-harmless agreement</i> |                                            | \$1,000.00                 |                       |
| Obstructions (98-26):                                                                                                                                                                    |                                            |                            |                       |
| Regular Obstruction Permit                                                                                                                                                               |                                            | \$100.00                   |                       |
| Crane Obstruction Permit                                                                                                                                                                 |                                            | \$250.00                   |                       |
| Dumpster Obstruction Permit                                                                                                                                                              |                                            | \$200.00                   |                       |
| <i>Plus deposit to be determined by city engineer to cover estimated cost of possible city expenses, minimum</i>                                                                         |                                            | \$1,000.00                 |                       |
| <b><u>Telecommunications Systems: (30-308)</u></b>                                                                                                                                       |                                            |                            |                       |
| Approved telecommunications providers offering services in designated areas of the Central Business District must lease conduit according to the following annual rate schedule:         |                                            |                            |                       |
| Application fee                                                                                                                                                                          |                                            | \$1,500.00                 |                       |
| Deposit (Refundable)                                                                                                                                                                     |                                            | \$1,500.00                 |                       |
| 4 inch duct (per foot per year)                                                                                                                                                          |                                            | \$4.84                     |                       |
| 1 1/4 inch duct (per foot per year)                                                                                                                                                      |                                            | \$1.61                     |                       |
| 1 inch duct (per foot per year)                                                                                                                                                          |                                            | \$1.61                     |                       |
| Micoduct (per foot per year)                                                                                                                                                             |                                            | \$0.39                     |                       |



| FINANCE DEPARTMENT                                                                                                                                                                                 |                  |                                 |             | FEE        | PROPOSED<br>FEE | CHANGE<br>CODE |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------------|-------------|------------|-----------------|----------------|
| <b><u>Sewer Service Rates (Chapter 114)</u></b>                                                                                                                                                    |                  |                                 |             |            |                 |                |
| For each 1,000 gallons or part thereof                                                                                                                                                             |                  |                                 |             | \$11.26    | \$12.88         | B              |
| <b><u>Storm Water Utility Fee (Chapter 114)</u></b>                                                                                                                                                |                  |                                 |             |            |                 |                |
| <u>Property Type</u>                                                                                                                                                                               | <u>SFR Class</u> | <u>Average Runoff Potential</u> | <u>ESWU</u> |            |                 |                |
| Single-Family Residential, 0-125 acres or less                                                                                                                                                     | Class A          | 3,166                           | \$0.70      |            |                 |                |
| Single-Family Residential, 0-126 acres - 0.250 acres                                                                                                                                               | Class B          | 4,317                           | \$1.00      |            |                 |                |
| Single-Family Residential, 0.251 acres - 0.500 acres                                                                                                                                               | Class C          | 6,716                           | \$1.60      |            |                 |                |
| Single-Family Residential, 0.501 acres - 0.750 acres                                                                                                                                               | Class D          | 10,552                          | \$2.40      |            |                 |                |
| Single-Family Residential, 0.751 acres-1,000 acres                                                                                                                                                 | Class E          | 13,094                          | \$3.20      |            |                 |                |
| Single-Family Residential, 1,001 acres or larger                                                                                                                                                   | Class F          | 20,496                          | \$4.60      |            |                 |                |
| <u>Non-Single Family ESWU.</u>                                                                                                                                                                     |                  |                                 |             |            |                 |                |
| Evergreen-Farmington Sewage Disposal District:                                                                                                                                                     |                  |                                 |             |            |                 |                |
| For each Equivalent Storm Water Unit (ESWU)                                                                                                                                                        |                  |                                 |             |            |                 |                |
| Quarterly fixed fee                                                                                                                                                                                |                  |                                 |             | \$79.25    | \$90.30         | B              |
| Monthly fixed fee                                                                                                                                                                                  |                  |                                 |             | \$26.42    | \$30.10         | B              |
| Southeast Oakland County Sewage Disposal District:                                                                                                                                                 |                  |                                 |             |            |                 |                |
| For each Equivalent Storm Water Unit (EWSU)                                                                                                                                                        |                  |                                 |             |            |                 |                |
| Quarterly fixed fee                                                                                                                                                                                |                  |                                 |             | \$74.00    | \$79.26         | B              |
| Monthly fixed fee                                                                                                                                                                                  |                  |                                 |             | \$24.67    | \$26.42         | B              |
| <u>Industrial Surcharge (Chapter 114)</u>                                                                                                                                                          |                  |                                 |             |            |                 |                |
| An industrial surcharge shall be levied against industrial and commercial customers contributing sewage to the system with concentrations of pollutants exceeding the levels described as follows: |                  |                                 |             |            |                 |                |
| Amounts of Industrial Surcharge - Total Charge per pound of excess pollutants                                                                                                                      |                  |                                 |             |            |                 |                |
| Biochemical oxygen demand (BOD), over 275 mg/l                                                                                                                                                     |                  |                                 |             | \$0.392    | \$0.409         | C              |
| Total suspended solids (TSS), over 350 mg/l                                                                                                                                                        |                  |                                 |             | \$0.525    | \$0.548         | C              |
| Phosphorus (P), over 12 mg/l                                                                                                                                                                       |                  |                                 |             | \$7.571    | \$7.907         | C              |
| Fats, oils, grease (FOG) over 100 mg/l                                                                                                                                                             |                  |                                 |             | \$0.125    | \$0.131         | C              |
| <u>Industrial Waste Control IWC (Chapter 114)</u>                                                                                                                                                  |                  |                                 |             |            |                 |                |
| An industrial waste control charge shall be levied against all non-residential properties, in accordance with rates established by resolution.                                                     |                  |                                 |             |            |                 |                |
| Meter Size - Quarterly Charge                                                                                                                                                                      |                  |                                 |             |            |                 |                |
|                                                                                                                                                                                                    | 5/8"             |                                 | \$11.16     | \$11.67    | C               |                |
|                                                                                                                                                                                                    | 3/4"             |                                 | \$16.74     | \$17.52    | C               |                |
|                                                                                                                                                                                                    | 1"               |                                 | \$27.90     | \$29.19    | C               |                |
|                                                                                                                                                                                                    | 1 1/2"           |                                 | \$61.38     | \$64.20    | C               |                |
|                                                                                                                                                                                                    | 2"               |                                 | \$89.28     | \$93.36    | C               |                |
|                                                                                                                                                                                                    | 3"               |                                 | \$161.82    | \$169.23   | C               |                |
|                                                                                                                                                                                                    | 4"               |                                 | \$223.20    | \$233.40   | C               |                |
|                                                                                                                                                                                                    | 6"               |                                 | \$334.80    | \$350.10   | C               |                |
|                                                                                                                                                                                                    | 8"               |                                 | \$558.00    | \$583.50   | C               |                |
|                                                                                                                                                                                                    | 10"              |                                 | \$781.20    | \$816.90   | C               |                |
|                                                                                                                                                                                                    | 12"              |                                 | \$892.80    | \$933.60   | C               |                |
|                                                                                                                                                                                                    | 14"              |                                 | \$1,116.00  | \$1,167.00 | C               |                |
|                                                                                                                                                                                                    | 16"              |                                 | \$1,339.20  | \$1,400.40 | C               |                |
|                                                                                                                                                                                                    | 18"              |                                 | \$1,562.40  | \$1,633.80 | C               |                |
|                                                                                                                                                                                                    | 20"              |                                 | \$1,785.60  | \$1,867.20 | C               |                |
|                                                                                                                                                                                                    | 24"              |                                 | \$2,008.80  | \$2,100.60 | C               |                |
|                                                                                                                                                                                                    | 30"              |                                 | \$2,322.00  | \$2,424.00 | C               |                |
|                                                                                                                                                                                                    | 36"              |                                 | \$2,455.20  | \$2,567.40 | C               |                |
|                                                                                                                                                                                                    | 48"              |                                 | \$2,678.40  | \$2,800.80 | C               |                |
| Effective July 1, 2025                                                                                                                                                                             |                  |                                 |             |            |                 |                |

| FIRE DEPARTMENT                                          |          |                 |                |
|----------------------------------------------------------|----------|-----------------|----------------|
|                                                          | FEE      | PROPOSED<br>FEE | CHANGE<br>CODE |
| <b><u>EMS Transport Service Fees (Chapter 54)</u></b>    |          |                 |                |
| ALS Emergency Transport II                               | \$900.00 |                 |                |
| ALS Emergency Transport I                                | \$700.00 |                 |                |
| ALS Non-Emergency Transport                              | \$675.00 |                 |                |
| BLS Emergency Transport                                  | \$575.00 |                 |                |
| BLS Non-Emergency Transport                              | \$525.00 |                 |                |
| Loaded Mile ( <i>scene to hospital fee per mile</i> )    | \$15.75  |                 |                |
| <b><u>Hydrant Use &amp; Hydrant Repair - See DPS</u></b> |          |                 |                |
| <b>Flow Test</b>                                         | \$350.00 |                 |                |
| <b>Fire System Acceptance Test Reinspection</b>          | \$185.00 |                 |                |

| MUSEUM                                                                                                         | FEE        | PROPOSED<br>FEE | CHANGE<br>CODE |
|----------------------------------------------------------------------------------------------------------------|------------|-----------------|----------------|
| <b>Limited Use Fee-Allen House</b>                                                                             |            |                 |                |
| Cleaning Deposit, returnable                                                                                   | \$100.00   |                 |                |
| 2 hrs. of approved private use - Allen House, first floor only, <i>with event specific rider and agreement</i> | \$550.00   |                 |                |
| <b>Limited Use Fee-Park/Grounds</b>                                                                            |            |                 |                |
| Security Deposit, returnable                                                                                   | \$100.00   |                 |                |
| Up to 20 people-resident                                                                                       | \$250.00   |                 |                |
| Up to 20 people- non resident                                                                                  | \$500.00   |                 |                |
| 21-100 people-resident                                                                                         | \$400.00   |                 |                |
| 21-100 people-non-resident                                                                                     | \$800.00   |                 |                |
| Over 100 people                                                                                                | additional |                 |                |
|                                                                                                                | fees will  |                 |                |
| Security Deposit, <i>returnable</i>                                                                            | \$250.00   |                 |                |
| <i>Insurance: Standard Insurance Requirements and Hold Harmless Agreement</i>                                  |            |                 |                |
| <b>Research Requests</b>                                                                                       |            |                 |                |
| Hourly Rate                                                                                                    | \$30.00    |                 |                |

| POLICE DEPARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | FEE         | PROPOSED<br>FEE | CHANGE<br>CODE |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|----------------|
| <b><u>Alcohol*:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |                 |                |
| Specially Designated Distributor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$500.00    |                 |                |
| Specially Designated Merchant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$500.00    |                 |                |
| <i>*Fee for liquor license inspection may be waived at the discretion of the City Manager where an applicant seeks to change the liquor license by the removal of a licensee from the license and the licensed establishment is not in operation.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |                 |                |
| <b><u>False Alarm fees (74-31):</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |                 |                |
| First false alarm per calendar year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | no charge   |                 |                |
| All subsequent false alarms per calendar year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$50.00     |                 |                |
| <b><u>Fingerprints</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |                 |                |
| Full set of fingerprints; said fee shall be in addition to any license or permit fee which requires fingerprints to be taken and/or submitted to the Michigan State Police or the Federal Bureau of Investigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$10.00     |                 |                |
| <b><u>Parking Offenses &amp; Fines (If paid before 10 days/If paid after 10 days)</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |                 |                |
| Expired meter: first six offenses in calendar                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$20/\$30   |                 |                |
| Expired meter: seven offenses or more in calendar year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$60/\$70   |                 |                |
| Overtime in non-metered zone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$10/20     |                 |                |
| Overtime in a time zone: less than 2 hours                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$15/25     |                 |                |
| Overtime in a time zone: 2 hours or longer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$30/40     |                 |                |
| Stopping, standing or parking where prohibited                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$30/40     |                 |                |
| Parking over the meter line                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$10/20     |                 |                |
| Back into parking lot space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$10/20     |                 |                |
| Keys in ignition or ignition unlocked                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$30/40     |                 |                |
| Other illegal parking                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$30/40     |                 |                |
| No parking here to corner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$30/40     |                 |                |
| Handicap zone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$175/\$200 |                 |                |
| Violation of snow emergency parking ordinance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$50/75     |                 |                |
| Illegal parking in permit area                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$30/40     |                 |                |
| Illegal parking on private property                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$30/45     |                 |                |
| <b><u>Pedi-cabs &amp; Commercial</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |             |                 |                |
| Annual Application Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$50.00     |                 |                |
| Insurance: The owner of every pedicab or commercial quadricycle shall procure and file with the city clerk a liability insurance policy or similar proof of insurance issued by an insurance company authorized to do business in the state. The amount of such liability insurance for each pedicab or commercial quadricycle shall be as follows: An amount of not less than \$2,000,000 because of bodily injury to or death of any one person; in an amount of \$2,000,000 because of bodily injury of two or more persons in any one accident; in an amount of not less than \$2,000,000 in medical coverage for each passenger. Such policy of insurance may be in the form of a separate policy for each pedicab or commercial quadricycle, or may be in the fleet policy covering all pedicabs or commercial quadricycles operated by such owner; provided, however, that such a policy provide for the same amount of liability for each pedicab or commercial quadricycle operated. Provided further, such policy shall name the City of Birmingham as an additional insured, and no such policy as required above may be cancelled until the expiration of 30 days after notice of intent to cancel has been given in writing to the city clerk of the City by registered mail or personal delivery of such notice and a provision to that effect is made a part of such policy. |             |                 |                |
| <b><u>Precious Metals Dealers 26-161</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |                 |                |
| Annual License Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$500.00    |                 |                |
| Annual criminal background check - per person <i>(to be provided by applicant using the Michigan State Police ICHAT system)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |                 |                |
| <b><u>Preliminary breath test (PBT) each</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$10.00     |                 |                |
| <b><u>Stray Animal Fines:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |                 |                |
| Licensed pet properly immunized, first offense                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$25.00     |                 |                |
| Second offense within twelve month period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$50.00     |                 |                |
| <b><u>Vehicle Identification Number Inspection Fee</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$25.00     |                 |                |
| <b><u>Vehicle Impounding Fee</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$25.00     |                 |                |
| <b><u>Vehicle Inspection Fee</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$25.00     |                 |                |

| PARKING DEPARTMENT                                                                                                              | FEE        | PROPOSED<br>FEE | CHANGE<br>CODE |
|---------------------------------------------------------------------------------------------------------------------------------|------------|-----------------|----------------|
| <b><u>Parking Meters</u></b>                                                                                                    |            |                 |                |
| <b>Hourly Meter Rates</b>                                                                                                       |            |                 |                |
| High Demand <i>(Areas Inside Central Core of Business District)</i>                                                             | \$1.50     |                 |                |
| Lower Demand <i>(Areas Outside Central Core of Business District)</i>                                                           | \$1.00     |                 |                |
| <b>Meter Bags</b>                                                                                                               |            |                 |                |
| Daily Fee                                                                                                                       | \$18.00    |                 |                |
| <b>Outdoor Dining Metered Space for Platform</b>                                                                                |            |                 |                |
| Monthly Outdoor Dining Meter Rental Fee for \$1.00/Hour Meter                                                                   | \$360.00   |                 |                |
| Monthly Outdoor Dining Meter Rental Fee for \$1.50/Hour Meter                                                                   | \$540.00   |                 |                |
| Removal of parking meter housing and/or posts - minimum fee <i>(cost)</i>                                                       | \$114.00   |                 |                |
| Removal of parking meter housing and/or posts - 1 meter space <i>(cost)</i>                                                     | \$342.00   |                 |                |
| Removal of parking meter housing and/or posts - 2 meter spaces <i>(cost)</i>                                                    | \$570.00   |                 |                |
| <b><u>Parking Permits</u></b>                                                                                                   |            |                 |                |
| <b>Meter Permit Parking (3 Months)</b>                                                                                          |            |                 |                |
| Lot 6 - Regular                                                                                                                 | \$210.00   |                 |                |
| Lot 6 - Economy                                                                                                                 | \$150.00   |                 |                |
| Ann St. North                                                                                                                   | \$180.00   |                 |                |
| South Old Woodward                                                                                                              | \$120.00   |                 |                |
| <b>Residential Permit Parking (110-136 - 110-150)</b>                                                                           |            |                 |                |
| Residential parking permit per household (includes 2 resident and 3 visitor permits for a two-year period)                      | \$8.00     |                 |                |
| <b>Parking Structure Permit Parking</b>                                                                                         |            |                 |                |
| Nonrefundable card fee                                                                                                          | \$20.00    |                 |                |
| Returned checks                                                                                                                 | \$30.00    |                 |                |
| Permit Parking - Chester St. Structure per month                                                                                | \$70.00    |                 |                |
| Permit Parking - Pierce Structure per month                                                                                     | \$100.00   |                 |                |
| Permit Parking - All Other City Structures per month                                                                            | \$90.00    |                 |                |
| <b><u>Parking Structure Rates</u></b>                                                                                           |            |                 |                |
| Less than 2 hours                                                                                                               | free       |                 |                |
| Less than 3 hours                                                                                                               | \$2.00     |                 |                |
| Less than 4 hours                                                                                                               | \$4.00     |                 |                |
| Less than 5 hours                                                                                                               | \$6.00     |                 |                |
| Less than 6 hours                                                                                                               | \$8.00     |                 |                |
| Over 6 hours                                                                                                                    | \$10.00    |                 |                |
| Over 7 hours                                                                                                                    | \$10.00    |                 |                |
| Over 8 hours                                                                                                                    | \$10.00    |                 |                |
| <b><u>Parking for Valet Licenses</u></b>                                                                                        |            |                 |                |
| <b>Valet Parking in City Owned Structures</b>                                                                                   |            |                 |                |
| Valet parking card deposit, per card                                                                                            | \$20.00    |                 |                |
| Fees per car:                                                                                                                   |            |                 |                |
| 1-100 cars, pre-paying for six months in advance, per month                                                                     | \$400.00   |                 |                |
| 101-200 cars, pre-paying for six months in advance, per month                                                                   | \$750.00   |                 |                |
| 201-300 cars, pre-paying for six months in advance, per month                                                                   | \$1,000.00 |                 |                |
| 301+ and above cars, will settle up based on actual usage every six months                                                      |            |                 |                |
| <b>One-Day Valet Permit application</b>                                                                                         |            |                 |                |
| Standard Application Fee                                                                                                        | \$75.00    |                 |                |
| Late fees:                                                                                                                      |            |                 |                |
| 48 business hours before event                                                                                                  | \$75.00    |                 |                |
| 24 business hours before event                                                                                                  | \$100.00   |                 |                |
| <b>Valet Parking Meter</b>                                                                                                      |            |                 |                |
| Valet Monthly Bag fee                                                                                                           | \$216.00   |                 |                |
| Annual criminal background check - per person <i>(to be provided by applicant using the Michigan State Police ICHAT system)</i> |            |                 |                |
| Initial application                                                                                                             | \$1,000.00 |                 |                |
| Annual license-application                                                                                                      | \$500.00   |                 |                |
| One-Day Valet Permit application                                                                                                | \$50.00    |                 |                |
| Valet Parking in City Owned Structures <i>(See: fee schedule)</i>                                                               |            |                 |                |
| Valet Parking Meter Bag fees - <i>(See: fee schedule)</i>                                                                       |            |                 |                |

Insurance: Workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state. Garage liability insurance with limits of liability of not less than \$1,000,000 per occurrence; or commercial general liability insurance endorsed to provide the equivalent of this coverage. Garage keepers legal liability insurance with limits of liability of not less than \$100,000.00 per occurrence; or commercial general liability insurance endorsed to provide the equivalent of this coverage.

Additional insured: Garage liability and garage keepers legal liability insurance, as described above, shall name the city as additional insured for all activities connected with the valet parking service and shall include an endorsement stating the following as "additional insured": the city, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insured, and not contributing with any other insurance or similar protection available to the additional insured.

Cancellation notice: Thirty (30) days advance written notice of insurance cancellation, nonrenewal, and/or reduction in material change in coverage must be provided to the city. Notice of cancellation material change or reduction must be attached to the certificate of insurance, or otherwise evidenced as in effect under the policy listed.

Proof of insurance coverage: The following certificates and policies shall be provided to the city:

1. Two copies of certificate of insurance for workers' compensation insurance.
2. Two copies of certificate of insurance for garage liability insurance.
3. Two copies of certificate of insurance for garage keepers legal liability insurance.
4. If so requested, certified copies of all policies mentioned above will be furnished.

Expiration: If any of the above coverages expire, renewal certificates and/or policies must be provided to the city at least ten days prior to the expiration date.

Acceptability of insurance company: All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the city.

| TREASURER'S OFFICE                         | FEE     | PROPOSED FEE  | CHANGE<br>CODE |
|--------------------------------------------|---------|---------------|----------------|
| <u>Returned Payment Fees (15.1 - 15.3)</u> | \$25.00 | \$35.00       | A              |
| <u>Treasurer's certificate</u>             | \$10.00 |               |                |
| <u>Invoice Sent to Collections Fee</u>     |         | 25% of unpaid | E              |

CITY OF BIRMINGHAM  
PUBLIC RECORDS POLICY

1. The City of Birmingham shall make public records available to the general public in accordance with the Freedom of Information Act (FOIA) and Article VIII, Sections 2-311 through 2.316.
2. The city clerk shall be designated the FOIA coordinator. The clerk may designate others to fulfill FOIA requests, but shall keep copies of requests according to the Records Retention and Disposal Schedule.
3. The FOIA Coordinator shall make available a standard form for requests for public records. There is no requirement under FOIA for lists or reports to be created.
4. Copying of public records shall only be done by city employees or may be reproduced by an outside source as arranged by the FOIA coordinator or his or her designee.
5. Copies of public records shall be charged at \$.10 each sheet of paper 8.5" x 11: and 8.5: x 14", using double sided printing when available.
6. Maps and plans shall be distributed as follows:

|           |         |
|-----------|---------|
| 11" x 17" | \$5.00  |
| 24" x 36" | \$10.00 |
| 26" x 36" | \$13.00 |
| 36" x 42" | \$15.00 |
7. The building department does not release copies of interior plans of houses or commercial buildings without written approval of the owner.
8. All agendas will be posted on the city's website. Background material will be made available for public review at the respective department counter where the document is prepared. Upon request, commission agendas will be provided free of charge to the Birmingham homeowners associations representing residents of the City.
9. Requests for computer generated lists or documents shall be made available in accordance with FOIA and the city code. Costs for such documents shall be determined according to the departmental costs to produce such records.
10. Records of fire investigations shall be available to the public after the investigation has been completed. Copies of fire incident reports shall be sold for \$5.00 for each copy plus current mailing costs.



11. Copies of standard records from the police department, including dispatch cards, incident reports and accident reports shall be sold for \$10.00. Police Department letters of clearance will be prepared for \$20.00.

12. Copies of standard unredacted police video (booking room, in-car, body-worn camera and security) shall be sold for \$30.00.

13. Copies of standard unredacted police audio (9-1-1, telephone, radio) shall be sold for \$20.00.

Adopted by City Commission July 28, 2008, Resolution #07-240-08

Amended:

March 19, 2012, Resolution #03-74-12

August 27, 2012, Resolution #08-249-12

March 18, 2013, Resolution #03-100-13

April 28, 2014, Resolution #04-98-14

March 30, 2015, Resolution #03-63-15

March 28, 2016, Resolution #03-99-16

December 5, 2016, Resolution #12-364-16

December 12, 2016, Resolution #12-383-16

December 13, 2021, Resolution # 12-321-21

December 19, 2022, Resolution # 12-310-22

December 18, 2023, Resolution # 12-289-23

December 16, 2024, Resolution # 12-627-24



## MEMORANDUM

City Clerk's Office

**DATE:** June 11, 2025

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

**FROM:** Alexandria Bingham, City Clerk

**SUBJECT:** 2026 City Commission Meeting Schedule

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### INTRODUCTION:

Each year, with the assistance of the City Clerk, the City Commission schedules its regular City Commission meetings for the following year.

The City of Birmingham Charter, Chapter III., Section 6. states:

“Regular meetings of the commission shall be held at such times as may be established by ordinance, provided that the commission shall meet regularly not less than twice a month.”

At the June 9, 2025 City Commission meeting updated language was adopted for the City Code, Part II, Chapter 2. Administration, Article II. – City Commission, Sec. 2-26. – Regular Meetings to further clarify how the City Commission schedules regular meetings.

### Sec. 2-26. Regular Meetings.

Regular meetings of the City Commission shall be held not less than twice a month, usually on the 2<sup>nd</sup> and 4<sup>th</sup> Monday of the month, as the City Commission shall determine by resolution in the preceding year. If a regular Monday meeting should fall on a legal holiday, the City Commission may determine to move the regular Monday meeting as appropriate, to accommodate at least two City Commission meetings a month, if it lands on a State or national holiday, and/or those days so designated by resolution of the City Commission.

Provided is a proposed schedule for the 2026 City Commission meetings.

### BACKGROUND:

Typically, the Commission meets on the second and fourth Mondays of each month except when a legal holiday coincides with those days.

Legal holidays were designated by resolution of the Commission on August 26, 2013 pursuant to Article II Section 2-26 of the Birmingham City Code. This section gives the Commission latitude to reschedule regular meetings which would otherwise fall on a legal holiday.

Resolution 11-289-21 passed on November 8, 2021 included Martin Luther King Jr Day. Resolution 07-172-23 passed on July 10, 2023, included Juneteenth to the City of Birmingham's designated holidays.

The proposed meeting schedule avoids the Federal, State, and Significant Holidays which fall on a Monday in 2026.

**LEGAL REVIEW:**

The City Attorney has reviewed and has no objections as it comports to City Charter and Code.

**FISCAL IMPACT:**

The Finance Director has reviewed and has no fiscal concerns.

**SUSTAINABILITY:**

There are no sustainability considerations associated with this item.

**DESIGN CONSIDERATIONS:**

There are no design considerations associated with this item.

**PUBLIC COMMUNICATIONS:**

Once approved, the 2026 meeting schedule will be published in the City calendar, on the City webpage, and posted at the Municipal Building.

**SUMMARY:**

The City Commission is asked to review and approve the proposed meeting schedule for 2026, which avoids legal holidays and ensures the Commission meets not less than twice a month.

**ATTACHMENTS:**

- Federal and State Holidays on Mondays in 2026
- 2026 calendar with proposed City Commission dates and legal holidays noted

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the Birmingham City Commission 2026 meeting schedule as submitted.

| MONTH     | DAY              | MEETING                       | LOCATION           |
|-----------|------------------|-------------------------------|--------------------|
| January   | 12               | Regular Meeting               | Municipal Building |
|           | 24 (Sat 8:30 am) | Long Range Planning           | Municipal Building |
|           | 26               | Regular Meeting               | Municipal Building |
| February  | 9                | Regular Meeting               | Municipal Building |
|           | 23               | Regular Meeting               | Municipal Building |
| March     | 9                | Regular Meeting               | Municipal Building |
|           | 23               | Regular Meeting               | Municipal Building |
| April     | 13               | Regular Meeting               | Municipal Building |
|           | 25 (Sat 8:30 am) | Budget Hearing                | Municipal Building |
|           | 27               | Regular Meeting               | Municipal Building |
| May       | 4                | Regular Meeting               | Municipal Building |
|           | 18               | Regular Meeting               | Municipal Building |
| June      | 8                | Regular Meeting               | Municipal Building |
|           | 15               | Joint Commission/Planning Bd. | DPS                |
|           | 22               | Regular Meeting               | Municipal Building |
| July      | 13               | Regular Meeting               | Municipal Building |
|           | 27               | Regular Meeting               | Municipal Building |
| August    | 10               | Regular Meeting               | Municipal Building |
|           | 24               | Regular Meeting               | Municipal Building |
| September | 14               | Regular Meeting               | Municipal Building |
|           | 28               | Regular Meeting               | Municipal Building |
| October   | 5                | Regular Meeting               | Municipal Building |
|           | 19               | Regular Meeting               | Municipal Building |
|           | 26               | Joint Commission/Planning Bd. | DPS                |
| November  | 9                | Regular Meeting               | Municipal Building |
|           | 23               | Regular Meeting               | Municipal Building |
| December  | 7                | Regular Meeting               | Municipal Building |
|           | 21               | Regular Meeting               | Municipal Building |

Federal, State, and Significant Holidays on Mondays in 2026:

January 19 - Dr. Martin Luther King, Jr. Day

February 16 - President's Day

May 25 - Memorial Day

September 7 – Labor Day

October 12 - Columbus Day/ Indigenous Peoples

| <div> <div>◀ December</div> <div>January 2026</div> <div>February ▶</div> </div> |                                                                                               |           |                                       |                                                                  |                                                            |                                                                  |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------|---------------------------------------|------------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------------|
| Sun                                                                              | Mon                                                                                           | Tue       | Wed                                   | Thu                                                              | Fri                                                        | Sat                                                              |
|                                                                                  |                                                                                               |           | New Year's Eve<br>City Offices Closed | <b>1</b> New Year's Day<br>City Offices Closed<br>Library Closed | <b>2</b> Greenwood<br>Cemetery Advisory<br>Board 8:30 a.m. | <b>3</b>                                                         |
| <b>4</b>                                                                         | <b>5</b>                                                                                      | <b>6</b>  | <b>7</b> Orthodox Christmas<br>Day    | <b>8</b>                                                         | <b>9</b>                                                   | <b>10</b>                                                        |
| <b>11</b>                                                                        | <b>12</b> City Commission<br>Meeting 7:30 p.m.                                                | <b>13</b> | <b>14</b>                             | <b>15</b>                                                        | <b>16</b>                                                  | <b>17</b>                                                        |
| <b>18</b>                                                                        | <b>19</b> Martin Luther King<br>Jr.<br>City Offices Closed<br>Library Closed<br>Museum Closed | <b>20</b> | <b>21</b>                             | <b>22</b>                                                        | <b>23</b>                                                  | <b>24</b><br>City Commission Long<br>Range Planning<br>8:30 a.m. |
| <b>25</b>                                                                        | <b>26</b> City Commission<br>Meeting 7:30 p.m.                                                | <b>27</b> | <b>28</b>                             | <b>29</b>                                                        | <b>30</b>                                                  | <b>31</b>                                                        |

| February 2026            |                                      |                     |                  |     |                                               |                    |
|--------------------------|--------------------------------------|---------------------|------------------|-----|-----------------------------------------------|--------------------|
| ◀ January                |                                      |                     |                  |     | March ▶                                       |                    |
| Sun                      | Mon                                  | Tue                 | Wed              | Thu | Fri                                           | Sat                |
| 1                        | 2 Groundhog Day                      | 3                   | 4                | 5   | 6 Greenwood Cemetery Advisory Board 8:30 a.m. | 7                  |
| 8                        | 9 City Commission Meeting 7:30 p.m.  | 10                  | 11               | 12  | 13                                            | 14 Valentine's Day |
| 15                       | 16 Presidents Day                    | 17 Chinese New Year | 18 Ash Wednesday | 19  | 20                                            | 21                 |
| 22 Washington's Birthday | 23 City Commission Meeting 7:30 p.m. | 24                  | 25               | 26  | 27                                            | 28                 |

| March 2026                  |                                                  |                            |                                                 |                                                          |                                                      |           |
|-----------------------------|--------------------------------------------------|----------------------------|-------------------------------------------------|----------------------------------------------------------|------------------------------------------------------|-----------|
| ◀ February                  |                                                  |                            |                                                 |                                                          |                                                      |           |
| Sun                         | Mon                                              | Tue                        | Wed                                             | Thu                                                      | Fri                                                  | Sat       |
| <b>1</b>                    | <b>2</b> Purim begins at sundown through March 3 | <b>3</b>                   | <b>4</b> Holi begins at sundown through March 5 | <b>5</b>                                                 | <b>6</b> Greenwood Cemetery Advisory Board 8:30 a.m. | <b>7</b>  |
| <b>8</b> Int'l. Women's Day | <b>9</b> City Commission Meeting 7:30 p.m.       | <b>10</b>                  | <b>11</b>                                       | <b>12</b>                                                | <b>13</b>                                            | <b>14</b> |
| <b>15</b>                   | <b>16</b>                                        | <b>17</b> St Patrick's Day | <b>18</b>                                       | <b>19</b> Eid al-Fitr begins at sundown through March 20 | <b>20</b>                                            | <b>21</b> |
| <b>22</b>                   | <b>23</b> City Commission Meeting 7:30 p.m.      | <b>24</b>                  | <b>25</b>                                       | <b>26</b>                                                | <b>27</b>                                            | <b>28</b> |
| <b>29</b>                   | <b>30</b>                                        | <b>31</b>                  |                                                 |                                                          |                                                      |           |

| April 2026                        |                                             |           |                                                     |                        |                                                               |                                    |
|-----------------------------------|---------------------------------------------|-----------|-----------------------------------------------------|------------------------|---------------------------------------------------------------|------------------------------------|
| ◀ March                           |                                             |           |                                                     |                        |                                                               |                                    |
| Sun                               | Mon                                         | Tue       | Wed                                                 | Thu                    | Fri                                                           | Sat                                |
|                                   |                                             |           | <b>1</b> Passover begins at sundown through April 9 | <b>2</b> Holy Thursday | <b>3</b> Good Friday<br>City Offices closed,<br>Museum Closed | <b>4</b> Museum Closed             |
| <b>5</b> Easter<br>Library Closed | <b>6</b>                                    | <b>7</b>  | <b>8</b>                                            | <b>9</b>               | <b>10</b> Orthodox Good Friday                                | <b>11</b>                          |
| <b>12</b> Orthodox Easter         | <b>13</b> City Commission Meeting 7:30 p.m. | <b>14</b> | <b>15</b> Tax Day (Taxes Due)                       | <b>16</b>              | <b>17</b> Greenwood Cemetery Advisory Board 89:30 a.m.        | <b>18</b>                          |
| <b>19</b>                         | <b>20</b>                                   | <b>21</b> | <b>22</b> Administrative Professionals              | <b>23</b>              | <b>24</b> Arbor Day                                           | <b>25</b> Budget Hearing 8:30 a.m. |
| <b>26</b>                         | <b>27</b> City Commission Meeting 7:30 p.m. | <b>28</b> | <b>29</b>                                           | <b>30</b>              |                                                               |                                    |



| May 2026                                 |                                                    |                                                 |     |                                             |                                               |                     |
|------------------------------------------|----------------------------------------------------|-------------------------------------------------|-----|---------------------------------------------|-----------------------------------------------|---------------------|
| ◀ April                                  |                                                    |                                                 |     |                                             | June ▶                                        |                     |
| Sun                                      | Mon                                                | Tue                                             | Wed | Thu                                         | Fri                                           | Sat                 |
|                                          |                                                    |                                                 |     |                                             | 1 Greenwood Cemetery Advisory Board 8:30 a.m. | 2                   |
| 3                                        | 4 City Commission Meeting 7:30 p.m.                | 5 Cinco De Mayo                                 | 6   | 7                                           | 8                                             | 9                   |
| 10 Mother's Day                          | 11                                                 | 12                                              | 13  | 14                                          | 15                                            | 16 Armed Forces Day |
| 17 Celebrate Birmingham Parade and Party | 18 City Commission Meeting 7:30 p.m.               | 19                                              | 20  | 21 Shavuot begins at sundown through May 23 | 22                                            | 23                  |
| 24                                       | 25 Memorial Day City Offices Closed Library Closed | 26 Eid al-Adha begins at sundown through May 27 | 27  | 28                                          | 29                                            | 30                  |
| 31                                       |                                                    |                                                 |     |                                             |                                               |                     |

| June 2026       |                                                           |     |     |                                             |                                                                         |        |
|-----------------|-----------------------------------------------------------|-----|-----|---------------------------------------------|-------------------------------------------------------------------------|--------|
| ◀ May           |                                                           |     |     |                                             |                                                                         | July ▶ |
| Sun             | Mon                                                       | Tue | Wed | Thu                                         | Fri                                                                     | Sat    |
|                 | 1                                                         | 2   | 3   | 4                                           | 5 Greenwood Cemetery Advisory Board 8:30 a.m.                           | 6      |
| 7               | 8 City Commission Meeting 7:30 p.m.                       | 9   | 10  | 11                                          | 12                                                                      | 13     |
| 14 Flag Day     | 15 Joint City Commission/Planning Board Meeting 7:30 p.m. | 16  | 17  | 18                                          | 19 Juneteenth<br>City Offices Closed<br>Library Closed<br>Museum Closed | 20     |
| 21 Father's Day | 22 City Commission Meeting 7:30 p.m.                      | 23  | 24  | 25 Ashura begins at sundown through June 26 | 26                                                                      | 27     |
| 28              | 29                                                        | 30  |     |                                             |                                                                         |        |

| July 2026 |                                      |     |     |     |                                                |              |
|-----------|--------------------------------------|-----|-----|-----|------------------------------------------------|--------------|
| ◀ June    |                                      |     |     |     | August ▶                                       |              |
| Sun       | Mon                                  | Tue | Wed | Thu | Fri                                            | Sat          |
|           |                                      |     | 1   | 2   | 3 City Offices closed                          | 4 Indep. Day |
| 5         | 6                                    | 7   | 8   | 9   | 10 Greenwood Cemetery Advisory Board 8:30 a.m. | 11           |
| 12        | 13 City Commission Meeting 7:30 p.m. | 14  | 15  | 16  | 17                                             | 18           |
| 19        | 20                                   | 21  | 22  | 23  | 24                                             | 25           |
| 26        | 27 City Commission Meeting 7:30 p.m. | 28  | 29  | 30  | 31                                             |              |

| <div> <div>◀ July</div> <div>August 2026</div> <div>September ▶</div> </div> |                                      |     |     |     |                                               |     |
|------------------------------------------------------------------------------|--------------------------------------|-----|-----|-----|-----------------------------------------------|-----|
| Sun                                                                          | Mon                                  | Tue | Wed | Thu | Fri                                           | Sat |
|                                                                              |                                      |     |     |     |                                               | 1   |
| 2                                                                            | 3                                    | 4   | 5   | 6   | 7 Greenwood Cemetery Advisory Board 8:30 a.m. | 8   |
| 9                                                                            | 10 City Commission Meeting 7:30 p.m. | 11  | 12  | 13  | 14                                            | 15  |
| 16                                                                           | 17                                   | 18  | 19  | 20  | 21                                            | 22  |
| 23                                                                           | 24 City Commission Meeting 7:30 a.m. | 25  | 26  | 27  | 28                                            | 29  |
| 30                                                                           | 31                                   |     |     |     |                                               |     |

| September 2026                                       |                                                      |     |     |     |                                                                        |           |
|------------------------------------------------------|------------------------------------------------------|-----|-----|-----|------------------------------------------------------------------------|-----------|
| ◀ August                                             |                                                      |     |     |     |                                                                        | October ▶ |
| Sun                                                  | Mon                                                  | Tue | Wed | Thu | Fri                                                                    | Sat       |
|                                                      |                                                      | 1   | 2   | 3   | 4 Greenwood Cemetery Advisory Board 8:30 a.m.                          | 5         |
| 6                                                    | 7 Labor Day<br>City Offices Closed<br>Library Closed | 8   | 9   | 10  | 11 Patriot Day<br>Rosh Hashanah begins at sundown through September 13 | 12        |
| 13                                                   | 14 City Commission Meeting 7:30 p.m.                 | 15  | 16  | 17  | 18                                                                     | 19        |
| 20 Yom Kippur begins at sundown through September 21 | 21                                                   | 22  | 23  | 24  | 25 Sukkot begins at sundown through October 2                          | 26        |
| 27                                                   | 28 City Commission Meeting 7:30 p.m.                 | 29  | 30  |     |                                                                        |           |

| October 2026 |                                                                    |     |     |     |                                                             |              |
|--------------|--------------------------------------------------------------------|-----|-----|-----|-------------------------------------------------------------|--------------|
| ◀ September  |                                                                    |     |     |     | November ▶                                                  |              |
| Sun          | Mon                                                                | Tue | Wed | Thu | Fri                                                         | Sat          |
|              |                                                                    |     |     | 1   | 2 Shemini Simchat<br>begins at sundown<br>through October 3 | 3            |
| 4            | 5 City Commission<br>Meeting 7:30 p.m.                             | 6   | 7   | 8   | 9 Greenwood<br>Cemetery Advisory<br>Board 8:30 a.m.         | 10           |
| 11           | 12 Columbus<br>Day/Indigenous<br>Peoples Day                       | 13  | 14  | 15  | 16                                                          | 17           |
| 18           | 19 City Commission<br>Meeting 7:30 p.m.                            | 20  | 21  | 22  | 23                                                          | 24           |
| 25           | 26 Joint City<br>Commission/Planning<br>Board Meeting 7:30<br>p.m. | 27  | 28  | 29  | 30                                                          | 31 Halloween |

| November 2026                       |                                      |                |                 |                                                                               |                                                           |                  |
|-------------------------------------|--------------------------------------|----------------|-----------------|-------------------------------------------------------------------------------|-----------------------------------------------------------|------------------|
| ◀ October                           |                                      |                |                 |                                                                               | December ▶                                                |                  |
| Sun                                 | Mon                                  | Tue            | Wed             | Thu                                                                           | Fri                                                       | Sat              |
| 1                                   | 2                                    | 3 Election Day | 4               | 5                                                                             | 6 Greenwood Cemetery Advisory Board 8:30 a.m.             | 7                |
| 8 Diwali begins through November 11 | 9 City Commission Meeting 7:30 p.m.  | 10             | 11 Veterans Day | 12                                                                            | 13                                                        | 14               |
| 15                                  | 16                                   | 17             | 18              | 19                                                                            | 20                                                        | 21               |
| 22                                  | 23 City Commission Meeting 7:30 p.m. | 24             | 25              | 26 Thanksgiving Day<br>City Offices Closed<br>Library Closed<br>Museum Closed | 27 City Offices Closed<br>Library Closed<br>Museum Closed | 28 Museum Closed |
| 29                                  | 30                                   |                |                 |                                                                               |                                                           |                  |

| <div> <div>◀ November</div> <div>December 2026</div> <div>January ▶</div> </div> |                                      |            |     |                                                                            |                                                                        |                              |
|----------------------------------------------------------------------------------|--------------------------------------|------------|-----|----------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------|
| Sun                                                                              | Mon                                  | Tue        | Wed | Thu                                                                        | Fri                                                                    | Sat                          |
|                                                                                  |                                      | 1          | 2   | 3                                                                          | 4 Hannukah begins at sundown through December 12                       | 5                            |
| 6                                                                                | 7 City Commission Meeting 7:30 p.m.  | 8 Bhoi Day | 9   | 10                                                                         | 11 Greenwood Cemetery Advisory Board 8:30 a.m.                         | 12                           |
| 13                                                                               | 14                                   | 15         | 16  | 17                                                                         | 18                                                                     | 19                           |
| 20                                                                               | 21 City Commission Meeting 7:30 p.m. | 22         | 23  | 24 Christmas Eve<br>City Offices Closed<br>Library Closed<br>Museum Closed | 25 Christmas<br>City Offices Closed<br>Library Closed<br>Museum Closed | 26 Kwanzaa through January 1 |
| 27                                                                               | 28                                   | 29         | 30  | 31                                                                         |                                                                        |                              |





## MEMORANDUM

Finance Department

**DATE:** June 13, 2025

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

**FROM:** Mary J. Chavez, Finance Director/Treasurer

**SUBJECT:** 4<sup>th</sup> Quarter Budget Amendment – Baldwin Library Fund

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### INTRODUCTION:

Annually, projected revenues and expenditures are provided by department heads in order to determine whether any additional adjustments are necessary to the City's current year budget. These adjustments are typically presented to the City Commission in June before the end of the fiscal year.

### BACKGROUND:

The Uniform Budgeting and Accounting Act requires local governments to amend budgets as needed to ensure expenditures do not exceed appropriations. As the fiscal year ends, the Baldwin Public Library identified a need to further amend its budget based on updated year-end projections.

At the City Commission meeting on June 9, 2025, a \$30,000 budget amendment for the Library was approved based on the Library's original projections. However, following a more detailed review of year-end expenditures, the Library determined that an additional \$30,000 is necessary, bringing the total required amendment for the fiscal year to \$60,000. This adjustment is expected to be approved by the Library Board at its June 16, 2025 meeting.

Since the Commission has already approved the initial \$30,000 amendment, approval of the remaining \$30,000 is necessary to ensure the Library remains within its authorized budget for the fiscal year.

### LEGAL REVIEW:

No legal review is required for this action.

### FISCAL IMPACT:

The Baldwin Public Library is projected to exceed its current expenditure budget by an additional \$30,000. This increase is primarily attributed to higher costs in salaries and wages. A detailed breakdown of the affected line items is provided in the attached documentation.

**SUSTAINABILITY:**

Not applicable.

**PUBLIC COMMUNICATIONS:**

Not applicable.

**SUMMARY:**

Based on the Baldwin Public Library's projected increase in expenditures, it is recommended that the City Commission approve the requested budget amendment to the Library Fund.

**ATTACHMENTS:**

1. Baldwin Public Library: Revenue and Expenditure Report Fiscal year 2024-2025

**SUGGESTED RESOLUTION:**

To approve the appropriations and amendments for the fiscal year 2024–2025 Baldwin Public Library budget as follows:

**Library Fund:**

Revenues:

|                        |                        |           |
|------------------------|------------------------|-----------|
| Draw from Fund Balance | 271.0-000.000-400.0000 | \$ 30,000 |
|------------------------|------------------------|-----------|

Expenditures:

|                    |                        |           |
|--------------------|------------------------|-----------|
| Salaries and Wages | 271.0-790.000-702.0001 | \$ 30,000 |
|--------------------|------------------------|-----------|

**City of Birmingham**  
**BALDWIN PUBLIC LIBRARY**  
Revenue and Expenditure Report Fiscal Year 2024-2025

|                                           | YEAR TO DATE ACTUAL | AMENDED BUDGET     | PROJECTED          |                  |
|-------------------------------------------|---------------------|--------------------|--------------------|------------------|
|                                           | FY2025              | FY2025             | FY2025             | VARIANCE         |
| <b>REVENUES</b>                           |                     |                    |                    |                  |
| TAXES                                     | \$4,491,448         | \$4,482,490        | \$4,477,575        | \$4,915          |
| FEDERAL GRANTS                            | \$3,450             | \$0                | \$3,450            | -\$3,450         |
| STATE GRANTS                              | \$27,998            | \$45,000           | \$45,011           | -\$11            |
| LOCAL CONTRIBUTIONS                       | \$1,036,036         | \$1,134,860        | \$1,175,359        | -\$40,499        |
| CHARGES FOR SERVICES                      | \$32,955            | \$27,500           | \$33,125           | -\$5,625         |
| INTEREST & RENT                           | \$90,303            | \$5,000            | \$40,000           | -\$35,000        |
| FINES & FORFEITURES                       | \$7,365             | \$5,000            | \$7,500            | -\$2,500         |
| OTHER REVENUE                             | \$143               | \$0                | \$120              | -\$120           |
| <b>REVENUES TOTAL</b>                     | <b>\$5,689,699</b>  | <b>\$5,699,850</b> | <b>\$5,782,140</b> | <b>-\$82,290</b> |
| <b>EXPENDITURES</b>                       |                     |                    |                    |                  |
| RECREATION AND CULTURE                    |                     |                    |                    |                  |
| BALDWIN PUBLIC LIBRARY                    |                     |                    |                    |                  |
| SALARIES & WAGES                          | \$2,225,577         | \$2,378,880        | \$2,450,000        | -\$71,120        |
| FRINGE BENEFITS                           | \$719,849           | \$785,920          | \$790,059          | -\$4,139         |
| SUPPLIES                                  | \$127,715           | \$164,000          | \$165,500          | -\$1,500         |
| OTHER CHARGES                             | \$658,715           | \$749,840          | \$750,730          | -\$890           |
| CAPITAL OUTLAY                            | \$747,821           | \$936,000          | \$910,441          | \$25,559         |
| <b>BALDWIN PUBLIC LIBRARY TOTAL</b>       | <b>\$4,479,677</b>  | <b>\$5,014,640</b> | <b>\$5,066,730</b> | <b>-\$52,090</b> |
| RECREATION AND CULTURE TOTAL              | <b>\$4,479,677</b>  | <b>\$5,014,640</b> | <b>\$5,066,730</b> | <b>-\$52,090</b> |
| <b>EXPENDITURES TOTAL</b>                 | <b>\$4,479,677</b>  | <b>\$5,014,640</b> | <b>\$5,066,730</b> | <b>-\$52,090</b> |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | <b>\$1,210,022</b>  | <b>\$685,210</b>   | <b>\$715,410</b>   | <b>-</b>         |

Over Budget

Over Budget Total



## MEMORANDUM

Planning Department

**DATE:** June 9, 2025

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

**FROM:** Nicholas Dupuis, Planning Director  
Alexandria Bingham, City Clerk  
Christopher Koch, Investigative Captain

**SUBJECT:** 300 S. Old Woodward – Restoration Hardware – Request to Change Classification of Liquor License

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### INTRODUCTION:

Restoration Hardware is currently in the process of constructing a new 4-story commercial building at 300 S. Old Woodward, which is slated to open in Fall 2025. At this time, Restoration Hardware has submitted a request to the City to change the classification of their liquor license from a Tavern license to a Class C license. In Michigan, a Tavern liquor license permits the sale of beer and wine for on premise consumption, while a Class C liquor license permits the sale of beer, wine *and* spirits for on premise consumption. The change in classification of a liquor license requires local government approval.

In addition, Restoration Hardware is also requesting a Sunday Sales permit and an Additional Bar permit from the Michigan Liquor Control Commission to accompany the new Class C license.

The Birmingham Zoning Ordinance permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit at this site. Because there are no use changes nor any substantial changes to the premises, a Special Land Use Permit Amendment is not required. Additionally, because the ownership of the liquor license remains the same (RH F&B MICHIGAN, LLC), there are no additional investigation requirements.

### BACKGROUND:

The City Commission approved a Special Land Use Permit for the sale of alcoholic beverages for on premise consumption at Restoration Hardware at 300 S. Old Woodward on August 9, 2021. There have been amendments to the Special Land Use Permit related to the design of the building, which did not change the use of the liquor license. The request to change classification of the liquor license will not come with any additional changes to the site or building.

### 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 related to this request.

**SUSTAINABILITY:**

There are no direct sustainability considerations related to this request.

**DESIGN CONSIDERATIONS:**

The design of the building and site is not proposed to change as a part of this request.

**PUBLIC COMMUNICATIONS:**

There are no public notices required for this request. The public may provide comment on this agenda item during the City Commission meeting.

**SUMMARY:**

City staff requests that the City Commission consider authorizing the City Clerk to complete the Local Government Approval at the request of RH F&B MICHIGAN, LLC to formalize the re-classification of the liquor license from Tavern to Class C with Sunday Sales Permit and Additional Bar Permit.

**ATTACHMENTS:**

Please see attached the following documents:

- Change of Classification Request – Restoration Hardware

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to authorize the City Clerk to complete the Local Government Approval at the request of RH F&B MICHIGAN, LLC to formalize the re-classification of the liquor license from Tavern to Class C with Sunday Sales Permit and Additional Bar Permit.



LAW OFFICES

# ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

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OF COUNSEL:

PHILLIP G. ADKISON  
KEVIN M. CHUDLER  
JENNIFER H. ELOWSKY  
GARY R. RENTROP

June 10, 2025

Via Electronic Mail

Jana Ecker, City Manager  
[jecker@bhamgov.org](mailto:jecker@bhamgov.org)

Nicholas Dupuis, Planning Director  
[ndupuis@bhamgov.org](mailto:ndupuis@bhamgov.org)

Mary Kucharek, City Attorney  
[mkucharek@bhlaw.us.com](mailto:mkucharek@bhlaw.us.com)

**Re: RH F&B Michigan, LLC  
Request to Change Classification of Liquor License from Tavern to Class C**

Dear Ms. Ecker, Mr. Dupuis, and Ms. Kucharek:

As you know, our firm represents RH F&B, LLC, which will do business as RH located at 300 South Old Woodward ("RH").

RH is approved by the Michigan Liquor Control Commission ("MLCC") and the City of Birmingham to operate the rooftop restaurant with a Tavern License.

As RH grows closer to opening, RH has decided that they would like to operate the beautiful restaurant with a Class C license, rather than a Tavern license. The restaurant, as you know, will be high-end, and customers will likely expect to have "full bar" amenities.

## **Tavern vs. Class C Liquor License**

A Tavern license allows for the sale and on-premises consumption of beer and wine only.

A Class C license allows for the on-premises consumption of beer, wine, and spirits.

### **Requirements to Change Classification from Tavern to Class C Liquor License**

A Tavern License is not a new or different license, but rather a “subset” of a Class C license. Therefore, the MLCC considers the change from Tavern to Class C a “reclassification.”

To change the classification of the Tavern license to a Class C license, the Liquor Code (MCL 436.1531[1]) and the City’s ordinance (Chapter 10, Section 10-66) require approval of the City.

Enclosed is an LCC-106, Local Resolution form which the MLCC requires.

### **Sunday Sales PM Permit**

Because RH was approved as a Tavern License, there was no need under the Liquor Code for a Sunday Sales PM Permit. The Sunday Sales PM Permit is required to allow Class C licensees to sell spirits on Sundays after noon. Therefore, RH is also requesting approval for a Sunday Sales PM Permit. All permit requests require the City’s approval pursuant to its Ordinance set forth above. However, the MLCC does not require the City’s approval for this permit. Therefore, the Sunday Sales PM permit is not mentioned in the LCC-106, Local Resolution.

Please place this request on the City Commission agenda for consideration as soon as possible. As always, call me with any questions or concerns.

Very truly yours,

**ADKISON, NEED, ALLEN, & RENTROP, PLLC**



Kelly A. Allen

/kjp  
Enclosure



**Local Government Approval**  
(Authorized by MCL 436.1501)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ Birmingham City Commission \_\_\_\_\_ council/board  
(regular or special) (name of township, city, village)

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
(date) (time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from RH F&B Michigan, LLC  
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): change classification from Tavern to Class C license  
(list specific licenses requested)

to be located at: 300 S Old Woodward Ave, Birmingham, Michigan 48009

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the  
council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_  
(regular or special) (date) (name of township, city, village)

Alexandria Bingham

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:  
Michigan Liquor Control Commission  
Mailing address: P.O. Box 30005, Lansing, MI 48909  
Overnight packages: 2407 N. Grand River, Lansing, MI 48906  
Fax to: 517-763-0059





## MEMORANDUM

Planning Department

**DATE:** June 9, 2025

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

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** Set Public Hearing for 298 S. Old Woodward – Daxton Hotel – Special Land Use Permit Amendment and Final Site Plan & Design Review

---

### INTRODUCTION:

The applicant has submitted a Special Land Use Permit Amendment and Final Site Plan & Design Review request to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor. The change would effectively eliminate the off-street loading space in terms of truck/vehicle access, and would divert loading functions to the lower levels.

The subject site, 298 S. Old Woodward, is located in Downtown Birmingham in the B4 (Business-Residential) and D4 (Downtown Overlay) zoning districts. The site has been operating as a hotel since it was completed in 2021. The Daxton Hotel is currently operating under a Special Land Use Permit due to the sale of alcoholic beverages for on premise consumption. The site is directly adjacent to “The Plaza”, a commercial building to the north, and is across Brown Street from the new Restoration Hardware development that is nearing completion (targeting October 2025).

### BACKGROUND:

On May 28, 2025 ([Agenda](#) - [Video](#)), the Planning Board moved to adopt the findings of the Planning Department in the report dated May 28, 2025, and the applicant’s statements as to the way in which deliveries function at the present time made on the record, related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend that the City Commission approval the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant may only receive deliveries at the hotel through van or other-sized vehicles that deliver within the lower floor parking facility on-site;
2. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and,

3. The applicant must comply with the requests of all City Departments.

On June 10, 2025 ([Agenda](#) – [Video](#)), the Board of Zoning Appeals moved to grant a dimensional variance of 1 usable off-street loading space with a condition that should the compactor no longer be required that the loading space be returned to the required dimensions.

**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 related to the Special Land Use Permit Amendment and Final Site Plan & Design Review request submitted.

**SUSTAINABILITY:**

There are no direct sustainability considerations related to the Special Land Use Permit Amendment and Final Site Plan & Design Review request submitted.

**DESIGN CONSIDERATIONS:**

The design of the building and general site is not proposed to change as a part of the Special Land Use Permit Amendment and Final Site Plan & Design Review request submitted.

**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 May 28, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site. Similar notices will be provided in advance of the public hearing at the City Commission on July 28, 2025.

**SUMMARY:**

The Planning Department requests that the City Commission set a public hearing date of July 28, 2025 to consider the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward, to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor.

**ATTACHMENTS:**

Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract (DRAFT)
- Site/Design Plans
- Planning Board Report
- Board of Zoning Appeals Case Description

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to set a public hearing date of July 28, 2025 to consider the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward, to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor.

**Daxton Hotel  
298 S. Old Woodward  
Special Land Use Permit Amendment 2025**

WHEREAS, The City Commission granted Special Land Use Permit and Final Site Plan and Design Review approval for the Daxton Hotel at 298 S. Old Woodward on October 28, 2019 and amended the Special Land Use Permit on January 10, 2022;

WHEREAS, A Special Land Use Permit Amendment and Final Site Plan & Design Review application was filed in May 2025 for approval to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of S. Old Woodward, north of Brown St.;

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, The Daxton Hotel will continue to engage in alcoholic beverage sales for on premise consumption with no changes in operation or use of the existing liquor license;

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 May 28, 2025 reviewed the application for Special Land Use Permit Amendment and Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated May 28, 2025, and the applicant's statements as to the way in which deliveries function at the present time made on the record, related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend that the City Commission approve the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant may only receive deliveries at the hotel through van or similar-sized vehicles that deliver within the lower floor parking facility on-site;
2. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and,
3. The applicant must comply with the requests of all City Departments.

WHEREAS, The Birmingham Zoning Board of Appeals on June 10, 2025 granted the dimensional variance of 1 usable off-street loading space with a condition that should the compactor no longer be required that the loading space be returned to the required dimensions;

WHEREAS, The Birmingham City Commission has conducted a public hearing on July 28, 2025 and has reviewed the Special Land Use Permit Amendment and Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, Sections 7.27 and 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission adopts the findings of the Planning Board and finds the standards imposed in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and other applicable standards in the City Code have been met, subject to the conditions below, and that the Daxton Hotel's application for a Special Land Use Permit Amendment and Final Site Plan & Design Review at 298 S. Old Woodward 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. Daxton Hotel shall abide by all provisions of the Birmingham City Code.
2. Daxton Hotel shall comply with the approved site and design plans and any amendments thereto.
3. The variance 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 the Daxton Hotel to pursue a new variance request.
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, the Daxton Hotel and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of the Daxton Hotel 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 the Daxton Hotel is recommended for approval of a modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor at 298 S. Old Woodward, 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 July 28, 2025.

---

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

## **CONTRACT FOR A SPECIAL LAND USE PERMIT 298 S. OLD WOODWARD – DAXTON HOTEL**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between **WOODWARD BROWN VENTURES, LLC**, whose address is 6400 Telegraph Rd. Ste. 2000, Bloomfield Hills MI 48301 (hereinafter referred to as "Daxton Hotel"), 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 and Final Site Plan and Design Review approval for the Daxton Hotel at 298 S. Old Woodward on October 28, 2019 and amended the Special Land Use Permit on January 10, 2022;

**WHEREAS**, A Special Land Use Permit Amendment and Final Site Plan & Design Review application was filed in May 2025 for approval to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor;

**WHEREAS**, The land for which the Special Land Use Permit is sought is located on the west side of S. Old Woodward, north of Brown St.;

**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**, The Daxton Hotel will continue to engage in alcoholic beverage sales for on premise consumption with no changes in operation or use of the existing liquor license;

**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 May 28, 2025 reviewed the application for Special Land Use Permit Amendment and Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated May 28, 2025, and the applicant's statements as to the way in which deliveries function at the present time made on the record, related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend that the City Commission approve the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant may only receive deliveries at the hotel through van or similar-sized vehicles that deliver within the lower floor parking facility on-site;

2. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and,
3. The applicant must comply with the requests of all City Departments,

**WHEREAS,** The Birmingham Zoning Board of Appeals on June 10, 2025 granted the dimensional variance of 1 usable off-street loading space with a condition that should the compactor no longer be required that the loading space be returned to the required dimensions;

**WHEREAS,** The Birmingham City Commission has conducted a public hearing on July 28, 2025 and has reviewed the Special Land Use Permit Amendment and Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, Sections 7.27 and 7.36 of Chapter 126, Zoning, of the City Code.

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

1. Daxton Hotel will continue to 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. Daxton Hotel 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 Daxton Hotel shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Daxton Hotel 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. Daxton Hotel 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. Daxton Hotel 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.

5. Daxton Hotel 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.

6. Daxton Hotel agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

7. Daxton Hotel 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 Daxton Hotel from operating the establishment. Daxton Hotel 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. Daxton Hotel 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.

8. To the fullest extent permitted by law, Daxton Hotel and any entity or person for whom Daxton Hotel 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 Daxton Hotel's operation of an establishment at the Property. Daxton Hotel is not liable if the act or omission is the City's.

9. In the event Daxton Hotel 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.

10. 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.



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

12. 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.

13. 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. Daxton Hotel shall abide by all provisions of the Birmingham City Code.
2. Daxton Hotel shall comply with the approved site and design plans and any amendments thereto.
3. The variance 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 the Daxton Hotel to pursue a new variance request.
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.

14. Failure to comply with any of the above conditions may result in termination of the Special Land Use Permit after Daxton Hotel has been given notice and a hearing.

15. Except as herein specifically provided, Daxton Hotel 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 Daxton Hotel 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.

16. Daxton Hotel is recommended for the continued operation of an establishment serving alcoholic beverages for on premise consumption and the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor, above all others, subject to final inspection.

17. 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 Daxton Hotel. 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.

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

**WOODWARD BROWN VENTURES, LLC** (Daxton Hotel)

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 **WOODWARD BROWN VENTURES, 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)

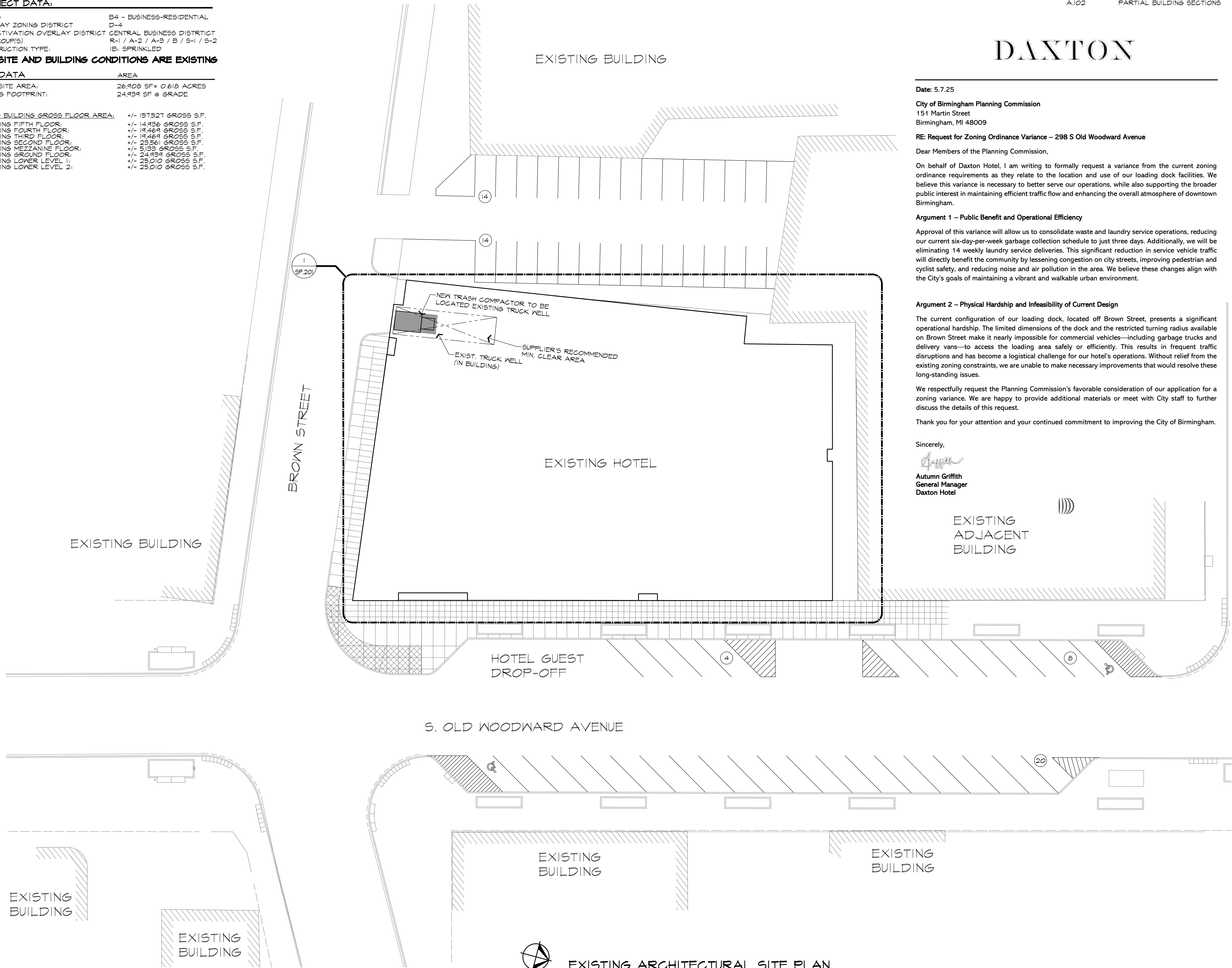
\_\_\_\_\_  
Nicholas J. Dupuis, Planning Director  
(Approved as to substance)

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

PROJECT DATA:  
ZONING: B4 - BUSINESS-RESIDENTIAL  
OVERLAY ZONING DISTRICT: D-4  
VIA ACTIVATION OVERLAY DISTRICT: CENTRAL BUSINESS DISTRICT  
USE GROUP(S): R-1 / A-2 / A-3 / B / S-1 / S-2  
CONSTRUCTION TYPE: IB: SPRINKLED  
ALL SITE AND BUILDING CONDITIONS ARE EXISTING

SITE DATA: AREA  
TOTAL SITE AREA: 26,908 SF ± 0.618 ACRES  
BUILDING FOOTPRINT: 24,434 SF @ GRADE

EXISTING BUILDING GROSS FLOOR AREA: +/- 157,527 GROSS S.F.  
EXISTING FIFTH FLOOR: +/- 14,936 GROSS S.F.  
EXISTING FOURTH FLOOR: +/- 14,464 GROSS S.F.  
EXISTING THIRD FLOOR: +/- 14,464 GROSS S.F.  
EXISTING SECOND FLOOR: +/- 23,561 GROSS S.F.  
EXISTING MEZZANINE FLOOR: +/- 5,153 GROSS S.F.  
EXISTING GROUND FLOOR: +/- 24,954 GROSS S.F.  
EXISTING LOWER LEVEL 1: +/- 25,010 GROSS S.F.  
EXISTING LOWER LEVEL 2: +/- 25,010 GROSS S.F.



EXISTING ARCHITECTURAL SITE PLAN  
SCALE: 1" = 20'-0"

SHEET INDEX

|        |                                                           |
|--------|-----------------------------------------------------------|
| SP.101 | EXISTING SITE PLAN                                        |
| SP.201 | TRASH COMPACTOR LOCATION AND INFORMATION                  |
| A.100  | AFFECTED AREA LIFE SAFETY FLOOR PLAN                      |
| A.101  | ENLARGED LAUNDRY ROOM FLOOR PLAN, LOCATION MAP & KEY PLAN |
| A.102  | PARTIAL BUILDING SECTIONS                                 |

DAXTON

Date: 5.7.25

City of Birmingham Planning Commission  
151 Martin Street  
Birmingham, MI 48009

RE: Request for Zoning Ordinance Variance – 298 S Old Woodward Avenue

Dear Members of the Planning Commission,

On behalf of Daxton Hotel, I am writing to formally request a variance from the current zoning ordinance requirements as they relate to the location and use of our loading dock facilities. We believe this variance is necessary to better serve our operations, while also supporting the broader public interest in maintaining efficient traffic flow and enhancing the overall atmosphere of downtown Birmingham.

Argument 1 – Public Benefit and Operational Efficiency

Approval of this variance will allow us to consolidate waste and laundry service operations, reducing our current six-day-per-week garbage collection schedule to just three days. Additionally, we will be eliminating 14 weekly laundry service deliveries. This significant reduction in service vehicle traffic will directly benefit the community by lessening congestion on city streets, improving pedestrian and cyclist safety, and reducing noise and air pollution in the area. We believe these changes align with the City's goals of maintaining a vibrant and walkable urban environment.

Argument 2 – Physical Hardship and Infeasibility of Current Design

The current configuration of our loading dock, located off Brown Street, presents a significant operational hardship. The limited dimensions of the dock and the restricted turning radius available on Brown Street make it nearly impossible for commercial vehicles—including garbage trucks and delivery vans—to access the loading area safely or efficiently. This results in frequent traffic disruptions and has become a logistical challenge for our hotel's operations. Without relief from the existing zoning constraints, we are unable to make necessary improvements that would resolve these long-standing issues.

We respectfully request the Planning Commission's favorable consideration of our application for a zoning variance. We are happy to provide additional materials or meet with City staff to further discuss the details of this request.

Thank you for your attention and your continued commitment to improving the City of Birmingham.

Sincerely,

*Autumn Griffith*  
Autumn Griffith  
General Manager  
Daxton Hotel

| ISSUED FOR            | DATE      |
|-----------------------|-----------|
| OWNER REVIEW          | 1-24-2025 |
| PERMITS               | 2-4-2025  |
| SPA/SLU/ZBA           | 5-12-2025 |
| COMPACTOR REVISION    | 5-20-2025 |
| SPA/SLU/ZBA REVISIONS | 5-23-2025 |
|                       |           |
|                       |           |
|                       |           |
|                       |           |
|                       |           |

ARCHITECTURAL DESIGN

RESIDENTIAL  
COMMERCIAL  
INDUSTRIAL

G.A.V. ASSOCIATES, INC.  
24001 ORCHARD LANE RD., STE. 100A  
FARMINGTON, MICHIGAN 48336  
PH: (248) 985-9101  
WEB: WWW.GAVASSOCIATES.COM



PROPOSED INTERIOR RENOVATION FOR:  
DAXTON HOTEL  
298 S. OLD WOODWARD AVE  
BIRMINGHAM, MICHIGAN 48009

|        |           |          |
|--------|-----------|----------|
| DRAWN: | DESIGNED: | CHECKED: |
| DS     | DS        | DS       |

SCALE : 1" = 20'-0"

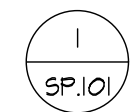
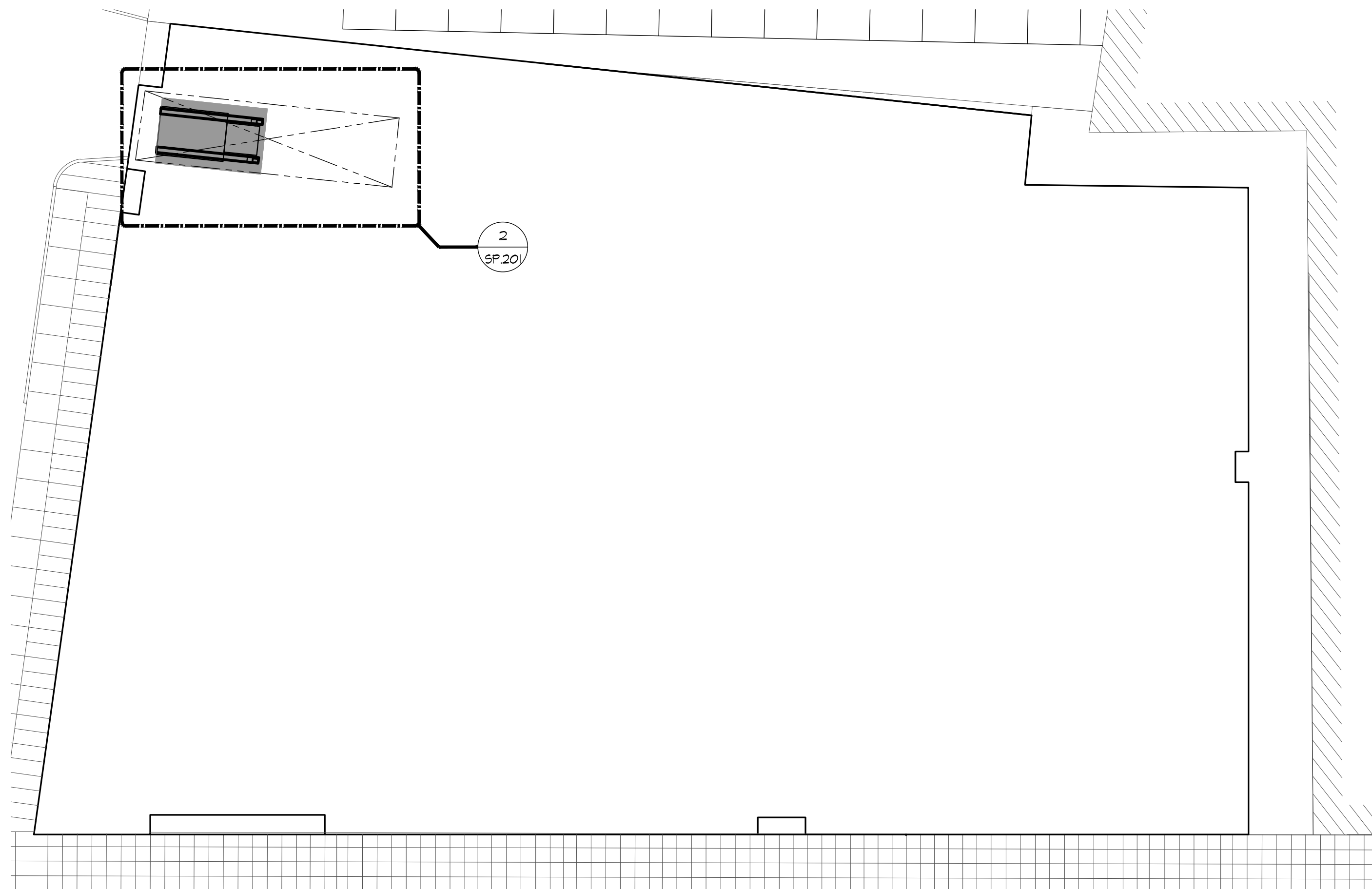
FILE NAME : 24085\_SP.101

JOB # : 24085

SHEET TITLE  
EXISTING  
ARCHITECTURAL  
SITE PLAN  
SHEET #

SP.101





**BUILDING KEY PLAN**  
NOT TO SCALE

**GENERAL TRASH COMPACTOR NOTES:**

- 1) STEEL TRACKS BY OTHERS. STEEL CONTRACTOR TO VERIFY LENGTH, SIZE, DIMENSIONS OF STEEL AND TO VERIFY LOCATION WITH OWNER, CONTRACTOR AND TRASH COMPACTOR SUPPLIER.
- 2) SPECIFICATIONS FOR TRASH COMPACTOR - SEE THIS SHEET
- 3) SUPPLIER AND CONTRACTOR TO VERIFY ALL MINIMUM MANUFACTURER'S CLEAR AREAS.
- 4) TRASH REMOVAL AS SCHEDULED PER OWNER AND SANITATION COMPANY.

**SC-20 Self-Contained Compactor**

| Specifications              |                        |
|-----------------------------|------------------------|
| Manufacturer's Rated Size   | 1.50 Cubic Yards       |
| Rated Size                  | 1.30 Cubic Yards       |
| Cycle Time                  | 35 Seconds             |
| Capacity Per Hour           | 133.71 Yards           |
| Clear Top Opening (L x W)   | 30 5/8" x 57 1/2"      |
| Ram Face Dimensions (W x H) | 59 3/4" x 29 3/4"      |
| Ram Penetration             | 12"                    |
| Cylinder Bore, Rod & Stroke | (Twin) 4" x 2" x 36"   |
| Operating Pressure          |                        |
| Normal                      | 1500 PSI               |
| Maximum                     | 2000 PSI               |
| Ram Force Rating            |                        |
| Normal                      | 18.34 PSI / 32,744 Lbs |
| Maximum                     | 24.46 PSI / 43,658 Lbs |
| Motor (HP)                  | 10 HP                  |
| Pump (GPM)                  | 12 GPM                 |
| Tank Capacity               | 20 Gallons             |
| Shipping Weight             | 10,100 Lbs (approx)    |
| Construction                |                        |
| Frame                       |                        |
| Floor - AR Plate            | 1/2"                   |
| Floor Plate Supports        | 3"- 4.1 Lb Channel     |
| Side Plates                 | 1/4"                   |
| Side Reinforcements         | 2"x4"x1/4" Tube        |
| Breaker Bar                 | 4" x 4" x 3/8" Tube    |
| Ram Hold Down Bars          | 1 1/4" x 1 1/4" Bar    |
| Ram                         |                        |
| Face Plate                  | 3/4"                   |
| Floor - AR Plate            | 1/2"                   |
| Side Plates                 | 3/8"                   |
| Top Plate                   | 1/4"                   |
| Sliding Plate               | 3/8"                   |

All Specifications are subject to change without notice.

A

B

C

D

E

F

G

H

Capacity

99 1/4"

60"

104 1/2"

52"

71"

30 5/8"

138"

217 1/2"

20-Yard

CONTRACT WELDING

& FABRICATING, INC.

385 Sumpter Road • Belleville • MI 48111-2932 • Phone (734) 699-5561 • Fax (734) 699-0360  
P.O. Box 68 • Belleville • MI 48112-0068  
On the Web at: <http://www.contractwelding.com>

Distributor

Installation Requirements

Minimum Recommended Requirements:

- > Concrete Pad: 10' x 20' (May be made larger to suit)
- > 4,000 PSI Reinforced, 6" Thick

Minimum Clearance Requirements:

- > 12" From Back of Compactor to Wall
- > 36" From Right & Left of Compactor to Wall

Electrical Disconnect Requirements

| Voltage | Amperage | Fuse |
|---------|----------|------|
| 208     | 60       | 50   |
| 240     | 60       | 40   |
| 480     | 30       | 20   |

Standard Features

- > 80% & 100% Full Indicator Lights
- > Quick Disconnect Hydraulic Hoses
- > Pressure Gage
- > NEMA 4 Control Enclosure
- > Guide Rails & Stops
- > 4-Inch Clean Out

Available Options

- > Hoppers & Enclosures - Any Configuration
- > Interlock and Security Doors
- > Oil Heater
- > Power Unit Cover
- > Remote Operation
- > Custom Sizes

Illustration for reference only

A

B

C

D

E

F

G

H

Capacity

99 1/4"

60"

104 1/2"

52"

71"

30 5/8"

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Distributor

**TRASH COMPACTOR LOCATION PLAN**  
SCALE: 3/8" = 1'-0"

PROPOSED INTERIOR RENOVATION FOR:  
DAXTON HOTEL  
298 S. OLD WOODWARD AVE  
BIRMINGHAM, MICHIGAN 48009

DRAWN: DS DESIGNED: DS CHECKED: DS

SCALE : VARIES

FILE NAME : 24085\_SP20

JOB # : 24085

SHEET TITLE  
TRASH COMPACTOR  
LOCATION AND  
INFORMATION  
SHEET #

SP.201

5H



THE BUILDING PLANS ARE BEING SUBMITTED STORAGE ROOM RENOVATION TO BE TURNED INTO A LAUNDRY SERVICE ROOM. ALL LAUNDRY SHALL BE WHEELED IN FOR CLEANING. THERE SHALL BE NO LAUNDRY CHUTE IN THIS ROOM OR AREA.

- \* MICHIGAN BUILDING CODE 2015
- \* ICC/ANSI A117.1 2004 AND MICHIGAN BARRIER FREE DESIGN LAW P.A. 1 OF 1966 AS AMENDED
- \* MICHIGAN MECHANICAL CODE 2021 (M.M.C.)
- \* MICHIGAN PLUMBING CODE 2021 (M.P.C.)
- \* FIRE SUPPRESSION NFPA 13-2019
- \* FIRE ALARMS NFPA 72-2012
- \* INTERNATIONAL FUEL GAS CODE 2015 (I.F.G.C.)
- \* MICHIGAN ENERGY CODE 2015, PART 10a (M.E.ANSI/ASHRAE/IESNA STANDARD 90.1 1999 EDITION)
- \* MICHIGAN ELECTRICAL CODE BASED ON 2023 PART 8 AMENDMENTS
- \* INTERNATIONAL FIRE CODE 2015 (I.F.C.)
- \* PROJECT SHALL COMPLY W/ MBC 2015 CHP. 35 REFERENCE STANDARDS

|                       |      |    |
|-----------------------|------|----|
| GROUND LEVEL          |      |    |
| PROPOSED AREA OF WORK | 5541 | SF |

LAUNDRY ROOM #101 - 264 / 300 S.F. = 1 OCC.  
IRONING ROOM #102 - 276 / 300 S.F. = 1 OCC.

AFFECTED OCCUPANCY LOAD = 2 OCC.  
TOTAL OCCUPANCY LOAD = 226 OCCUPANTS (DOES NOT CHANGE FROM EXISTING.)

AFFECTED EXIT - 36" WIDE EXIT DOOR @ 1.5" PER OCC. FACTOR = 240 OCC. ALLOWED  
226 OCC. < 240 OCC. - COMPLIES

'S-1' USE GROUP = 159'-6 3/8" PROVIDED (SPRINKLED BLDG.) - COMPLIES

PLUMBING CALCULATIONS NOT AFFECTED - TOTAL SAME OCCUPANCY COUNT BEFORE AND AFTER RENOVATION

1. CONTRACTOR TO VERIFY THAT ALL EXISTING UTILITIES ARE SHUT OFF PRIOR TO THAT PHASE OF DEMOLITION. COORDINATE WITH LOCAL UTILITY COMPANIES AS NECESSARY.
2. ALL TRADES ARE TO USE GFCI FOR ELECTRICAL USE DURING DEMO WORK.
3. CONTRACTORS SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO START OF DEMOLITION AND CONSTRUCTION.
4. EXISTING FIELD CONDITIONS MAY VARY FROM ARCHITECTURAL DRAWINGS. IF THERE ARE DISCREPANCIES BETWEEN THE DRAWINGS AND THE EXISTING CONDITIONS, CONTRACTOR SHALL CONTACT ARCHITECT IMMEDIATELY.
5. REMOVE EXISTING CONSTRUCTION AS INDICATED. TYPICAL WALL REMOVAL INCLUDES MECHANICAL, PLUMBING, COMMUNICATIONS, INFORMATION SYSTEMS, AND ELECTRICAL SYSTEMS CONTAINED THERE IN. REMOVE DOORS, FRAMES, FINISHED AND OTHER FIXTURES AS REQUIRED. AFTER REMOVAL OF PIPE CHASES, PATCH HOLES IN EXISTING FLOORS OR WALLS THAT REQUIRE TO MEET ORIGINAL STRUCTURAL REQUIREMENTS. PATCH ADJOINING WALLS, FLOOR AND DECK. PREPARE SURFACES TO RECEIVE NEW FINISH.
6. THE EXISTING BUILDING ENVELOPE SHALL BE MAINTAINED IN WATER TIGHT CONDITION AT ALL TIMES THROUGHOUT ALL PHASES OF CONSTRUCTION.
7. REMOVE ALL EXISTING PARTITIONS, INTERIOR & EXTERIOR AS SHOWN AS DASHED LINES.
8. DEMOLITION WORK SHALL BE EXECUTED IN CONFORMANCE WITH ALL CODES AND ORDINANCES AS SET FORTH BY ALL GOVERNING AUTHORITIES.
9. REMOVE ALL ITEMS, ELEMENTS OF CONSTRUCTION AND EQUIPMENT INDICATED, NOTED OR SHOWN AND AS REQUIRED TO FACILITATE INSTALLATION OF THE NEW WORK. REMOVE FROM BUILDING SITE DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATION. TRANSPORT AND LEGALLY DISPOSE OF OFF SITE. VERIFY ACCEPTABLE LOCATION OF DUMPSTER WITH CITY.
10. REMOVE ALL ABANDONED DUCTWORK, PIPING, CONDUITS, HANGERS, SUPPORTS, FASTENERS, ETC.
11. ALL EXISTING CONSTRUCTION INDICATED TO REMAIN THAT IS DISTURBED BY CONTRACT WORK (ALL TRADES) SHALL BE RESTORED AND PATCHED. PATCHING WORK SHALL MATCH EXISTING WORK, INCLUDING MATERIAL, COURSING (WHERE APPLICABLE), FINISH, AND CHARACTER.
12. ANY DAMAGE TO EXISTING STRUCTURE SHALL BE REPAIRED TO MATCH EXISTING.
13. ALL EXISTING WALLS, WHERE APPLICABLE, TO BE SCRAPED, SANDED, TUCK-POINTED & PREPARED FOR PAINTING, FARGING, OR NOTED FINISH, FIELD VERIFY EXACT LOCATIONS.
14. CAP ALL EXISTING PLUMBING LINES NOT REQUIRED FOR NEW INSTALLATIONS.
15. TERMINATE ALL EXISTING ELECTRICAL LINES NOT REQUIRED FOR NEW INSTALLATIONS.
16. REMOVE ALL EXISTING FLOOR AND ADHESIVES. REPAIR ANY DAMAGED FLOOR TO A SMOOTH LEVEL SURFACE FOR FUTURE NEW FINISHES.
17. REMOVE AND SALVAGE ALL STAINLESS STEEL FINISHES AND OTHER PRECIOUS METALS FOR RECYCLING.
18. PATCH AND REPAIR EXISTING ROOF IF NECESSARY DUE TO THE REMOVAL OF ANY ITEMS (INCLUDING EXHAUST FANS & ETC) WHICH CAUSE A ROOF PENETRATION.

1. DO NOT SCALE DRAWINGS. USE GIVEN DIMENSIONS ONLY (TO FACE OF GYP. BD. ON MTL. STUFS & TO FACE OF UNFINISHED BLOCK WALLS), IF DIMENSIONS ARE IN QUESTION THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH THE WORK.
2. GENERAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATIONS OF DUCTS, PIPING BOXES, CHASES, CONDUITS, ETC.
3. VERIFY LOCATION OF ALL EQUIPMENT AND VERIFY SIZES, WALL OPENINGS, AND SUPPORT REQUIREMENTS WITH MANUFACTURER. PROVIDE OPENINGS, BRACING AND REINFORCEMENT AS REQUIRED BY MANUFACTURER
4. POINT LOADS SHALL NOT BE ALTERED W/ OUT NOTIFYING ARCHITECT.
5. ALL DOORS TO COMPLY WITH THE 2015 EDITION OF THE MICHIGAN BUILDING CODE SECTION 1010 AND ICC/ANSI A117.1-2009 SECTION 404.2.
6. THIS BUILDING HAS AN AUTOMATIC SPRINKLER SYSTEM. ALL INTERIOR EXIT STAIRWAYS AND RAMPS AND EXIT PASSAGEWAYS SHALL HAVE CLASS 'B' INTERIOR WALL AND FINISHES. ALL CORRIDORS AND ENCLOSURE FOR EXIT ACCESS STAIRWAYS AND RAMPS SHALL HAVE CLASS 'C' INTERIOR WALL AND FINISHES. ROOMS AND UNFINISHED SPACES SHALL HAVE CLASS 'C' INTERIOR WALL AND FINISHES.
7. ALL GYPSUM BOARD MATERIALS AND ACCESSORIES SHALL CONFORM TO THE APPROPRIATE STANDARDS IN ACCORDANCE WITH TABLE 2506.2 MBC 2015
8. DOOR HANDLES, PLUS LATCH, LOCKS AND OTHER OPERATING MAXIMUM HEIGHT OF 34"-48" ABOVE FINISH FLOOR. OPERATING DEVICES SHALL BE CAPABLE OF OPERATION WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. ALL MEANS OF EGRESS WHERE SERVING AN OCCUPANT LOAD OF 50 OR MORE PERSONS, THE OPENING FORCE FOR INTERIOR SIDE-SWING DOORS WITH-OUT CLOSERS SHALL NOT EXCEED 5-POUND FORCE. FOR ALL OTHER SIDE-SWING, SLIDING AND FOLDING DOORS, THE DOOR LATCH SHALL RELEASE WHEN SUBJECT TO A 15-POUND FORCE. THE DOOR SHALL swing TO A FULL-OPEN POSITION WHEN SUBJECTED TO A 15 POUND FORCE. FORCES SHALL BE APPLIED TO THE LATCHSIDE..
9. ALL MEANS OF EGRESS DOORS SHALL BE READILY OPERABLE FROM THE SIDE FROM WHICH EGRESS IS TO BE MADE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE, OR EFFORT.
10. ALL EXIT DOORS & MEANS OF EGRESS DOORS SHALL BE SIDE HINGED, NON-LOCKING & SWING IN DIRECTION OF EGRESS.
11. ALL GLASS SHALL BE SAFETY GLASS AS REQ'D PER SECTION 2406.4, AND SHALL PASS THE TEST REQ'TS. OF CPSC 16 CFR, PART 1201.
12. EGRESS SIGNAGE SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED AT ALL TIMES. SIGNS SHALL STAY LIT MINIMUM 40 MINUTES DUE TO POWER OUTAGE.
13. SUSPENDED CEILING GRID SYSTEM SHALL COMPLY WITH MBC SECTION 803.11.
14. ALL PENETRATIONS IN WALLS FOR PIPING, CONDUIT, ETC. SHALL BE SEALED.
15. A PORTABLE FIRE EXTINGUISHER MUST BE PRESENT DURING CONSTRUCTION. PERMANENT PORTABLE FIRE EXTINGUISHER LOCATIONS TO BE DETERMINED PER I.F.C. AND FIELD BUILDING INSPECTOR.
16. APPROVED FIRE STOP MATERIAL SHALL BE PROVIDED IN ALL DROPS FOR ELECTRICAL, PLUMBING, & HEATING.
17. ALL EXIT DISCHARGE DOORS TO CONTAIN A TACTILE SIGN (TS) STATING "EXIT" COMPLYING WITH ICC A117.1 SECTION 703.3 AS REQ'D BY MBC 2015 SECTIONS 1111.3 (ITEM #2) AND 1013.3. LOCATION OF SIGNS SHALL BE ALONGSIDE THE DOOR AT THE LATCH SIDE, ON THE INACTIVE LEAF OF DOUBLE DOOR, ON THE RIGHT HAND DOOR OF DOUBLE ACTIVE DOORS OR ON NEAREST ADJACENT WALL WHERE NO WALL IS ADJACENT TO LATCH SIDE OF DOOR. HT OF CHARACTERS SHALL BE 48" AFF TO BASELINE OF LOWEST TACTILE CHARACTER AND 60" AFF TO BASELINE OF HIGHEST.
18. "EXIT" SIGNS SHALL HAVE RED LETTERS AT LEAST 6" HIGH AND THE MINIMUM WIDTH OF EACH STROKE SHALL BE 3/4" ON A WHITE BACKGROUND OR IN OTHER APPROVED DISTINGUISHABLE COLOR. THE WORD "EXIT" EXCEPT THE LETTER "I" SHALL HAVE LETTERS HAVING A WIDTH NOT LESS THEN 2 INCHES AND THE MINIMUM SPACING BETWEEN LETTERS SHALL NOT BE LESS THAN 3/8" OF AN INCH. SIGNS LARGER THAN THE MINIMUM SIZE REQUIRED SHALL HAVE LETTERS WIDTH AND SPACING IN THE SAME PROPORTION TO THE HEIGHT AS INDICATED IN THIS CODE. IF AN ARROW IS PROVIDED AS PART OF AN "EXIT" SIGN, THE CONSTRUCTION SHALL BE SUCH THAT THE ARROW CAN BE READILY CHANGED. THE WORD "EXIT" SHALL BE CLEARLY DISCERNIBLE WHEN THE SIGN IS ILLUMINATION MEANS IS NOT ENERGIZED.
19. REPAIR AND PATCH WALLS / FLOORS AS NEEDED.
20. PER AHJ HOTELS TO HAVE PORTABLE FIRE EXTINGUISHERS PER ALL APPLICABLE CODES.
21. ALL FINISHES BY OWNER AND CONTRACTOR.
22. SOUND BATTS IN INTERIOR WALLS.
23. NOT USED.
24. NOT USED.
25. ALL METAL STUD WALLS THAT RUN TO UNDERSIDE OF FLOOR/ROOF DECK TO HAVE A DEFLECTION TRACK AT TOP OF WALL.

|        |                                                           |
|--------|-----------------------------------------------------------|
| SP.101 | EXISTING SITE PLAN                                        |
| A.100  | AFFECTED AREA LIFE SAFETY FLOOR PLAN                      |
| A.101  | ENLARGED LAUNDRY ROOM FLOOR PLAN, LOCATION MAP & KEY PLAN |
| A.102  | PARTIAL BUILDING SECTIONS                                 |

| ISSUED FOR            | DATE      |
|-----------------------|-----------|
| OWNER REVIEW          | 1-29-2025 |
| PERMITS               | 2-4-2025  |
| SPA/SLU/ZBA           | 5-12-2025 |
| SPA/SLU/ZBA REVISIONS | 5-23-2025 |
| .                     | .         |
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RESIDENTIAL  
COMMERCIAL  
INDUSTRIAL

**G.A.V. ASSOCIATES, INC.**  
24001 ORCHARD LAKE RD., STE. 180A  
FARMINGTON, MICHIGAN 48336  
PH: (248) 985-9101  
WEB: WWW.GAVASSOCIATES.COM



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PROPOSED INTERIOR RENOVATION FOR:

DAXTON HOTEL

BIRMINGHAM, MICHIGAN 48009

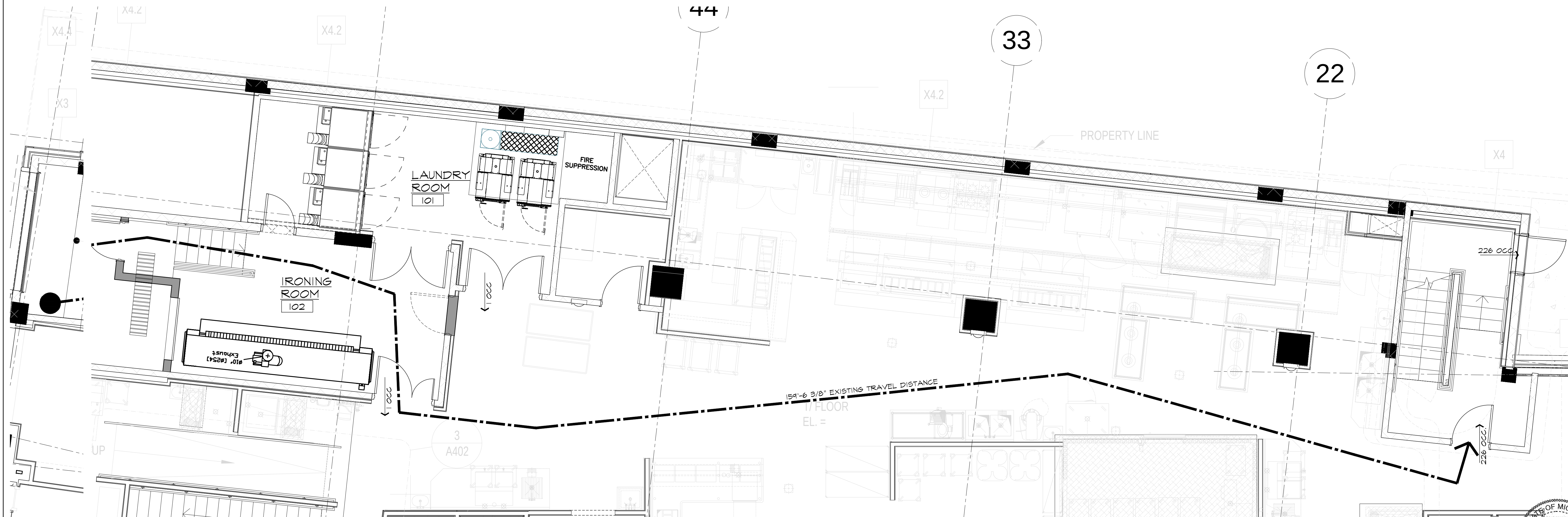
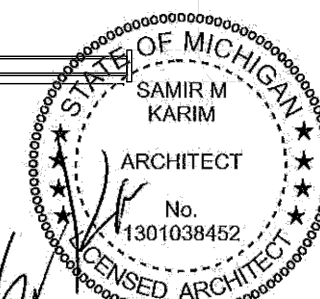
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| DRAWN: | DESIGNED: | CHECKED: |
| DG     | DG        | DG       |

SCALE : 1/8" = 1'-0"

FILE NAME : 18123\_A100

JOB #: 24085

SHEET TITLE  
AFFECTED AREA  
LIFE SAFETY  
FLOOR PLAN  
SHEET #



AFFECTED AREA LIFE SAFETY FLOOR PLAN  
SCALE: 1/4" = 1'-0"



| DOOR SCHEDULE                                                                                          |                 |                            |           |               |            |                |                  |      |                             |
|--------------------------------------------------------------------------------------------------------|-----------------|----------------------------|-----------|---------------|------------|----------------|------------------|------|-----------------------------|
| DOOR HARDWARE TO PROVIDED TO OWNER COMPLYING WITH APPLICABLE CODES AND PER GENERAL DOOR SPECIFICATION. |                 |                            |           |               |            |                |                  |      |                             |
| NO.                                                                                                    | ROOM NAME       | DOOR SIZE                  | DOOR TYPE | DOOR MATERIAL | FRAME TYPE | FRAME MATERIAL | HARDWARE SET     | NOTE | REMARKS                     |
| FIRST FLOOR                                                                                            |                 |                            |           |               |            |                |                  |      |                             |
| 101A                                                                                                   | LAUNDRY ROOM    | (2) 3'-0" x 7'-0" x 1 3/4" | EXISTING  | EXISTING      | EXISTING   | EXISTING       | EXISTING         |      |                             |
| 101B                                                                                                   | LAUNDRY ROOM    | (2) 3'-0" x 7'-0" x 1 3/4" | EXISTING  | EXISTING      | EXISTING   | EXISTING       | EXISTING         |      |                             |
| 101C                                                                                                   | DRYER AREA DOOR | 2'-6" x 7'-0" x 1 3/4"     | 2         | HM            | B          | HM             | F, G, J          |      | DRYER MAINTENANCE AREA DOOR |
| 102A                                                                                                   | IRONING ROOM    | 3'-0" x 7'-0" x 1 3/4"     | EXISTING  | EXISTING      | EXISTING   | EXISTING       | EXISTING         |      |                             |
| 102B                                                                                                   | IRONING ROOM    | 3'-0" x 7'-0" x 1 3/4"     | 1         | HM            | A          | HM             | E, F, G, H, M, I |      |                             |
| 102C                                                                                                   | IRONING ROOM    | 3'-0" x 7'-0" x 1 3/4"     | 3         | HM            | C          | HM             | D, E, F, G       |      | ROLL-UP OVERHEAD DOOR       |

ABBREVIATION (DOORS):  
HM - HOLLOW METAL

HARDWARE:  
A - PRIVACY LOCK SET  
B - PASSAGE SET  
C - OFFICE SET LOCK  
U - CLASSROOM LOCK SET  
T - CLOSER  
F - KICKPLATE  
G - WALL/FLOOR DOOR STOP  
H - PANIC PUSH PAD, FULL BAR  
J - LOCK SET  
K - CARD READER  
L - INTERCOM SYSTEM  
M - DOOR TO HAVE EGRESS  
I - SIGNAGE PER NFPA 101 2015 14.2.10

NOTE: VERIFY FINAL HARDWARE SETS WITH OWNER AND CONSTRUCTION MANAGER

DOOR NOTE LEGEND:  
1. 45 MINUTE FIRE-RATED DOORS, FRAMES, AND GLASS, SEE DOOR TYPE FOR DOORS WITH GLASS (100 SQ. IN. MAXIMUM, REINFORCED WITH WIRE).  
2. SMOKE TIGHT DOOR SEAL.

GENERAL DOOR SPECIFICATION  
1. HOLLOW METAL DOORS AND FRAMES SHALL BE, AS FURNISHED BY PIONEER / STEELCRAFT / SPECIALITE (OR EQUAL). FRAMES TO 16-GAGE, COMMERCIAL GRADE, "F" SERIES, WELDED UNITS, WITH ANCHORS AS REQUIRED BY WALL CONDITIONS. REFER TO DETAILS ON THIS SHEET. DOORS SHALL BE 18-GAGE, COMMERCIAL GRADE, "VM" SERIES, PREPARED TO RECEIVE MORTISED HARDWARE AS SPECIFIED. ALL HARDWARE MUST BE RECESSED FLUSH WITH NO SHARP EDGES EXPOSED. H.M. DOORS AND FRAMES SHALL PRIMED AND PAINTED TO MATCH ROOM COLOR.  
2. COORDINATE ALL DOORS AND FRAMES SIZES WITH MASONRY AND CARPENTRY CONTRACTORS PRIOR TO CONSTRUCTION.  
3. COORDINATE ALL DOORS AND DOOR HARDWARE SETS, ESPECIALLY EXTERIOR DOORS, WITH OWNER'S SECURITY / TECHNOLOGY CONSULTANTS.

### CODE REVIEW & BLDG ANALYSIS:

THE BUILDING PLANS ARE BEING SUBMITTED FOR THE PROPOSED ALL NEW CONSTRUCTION, SHALL COMPLY TO THE FOLLOWING:

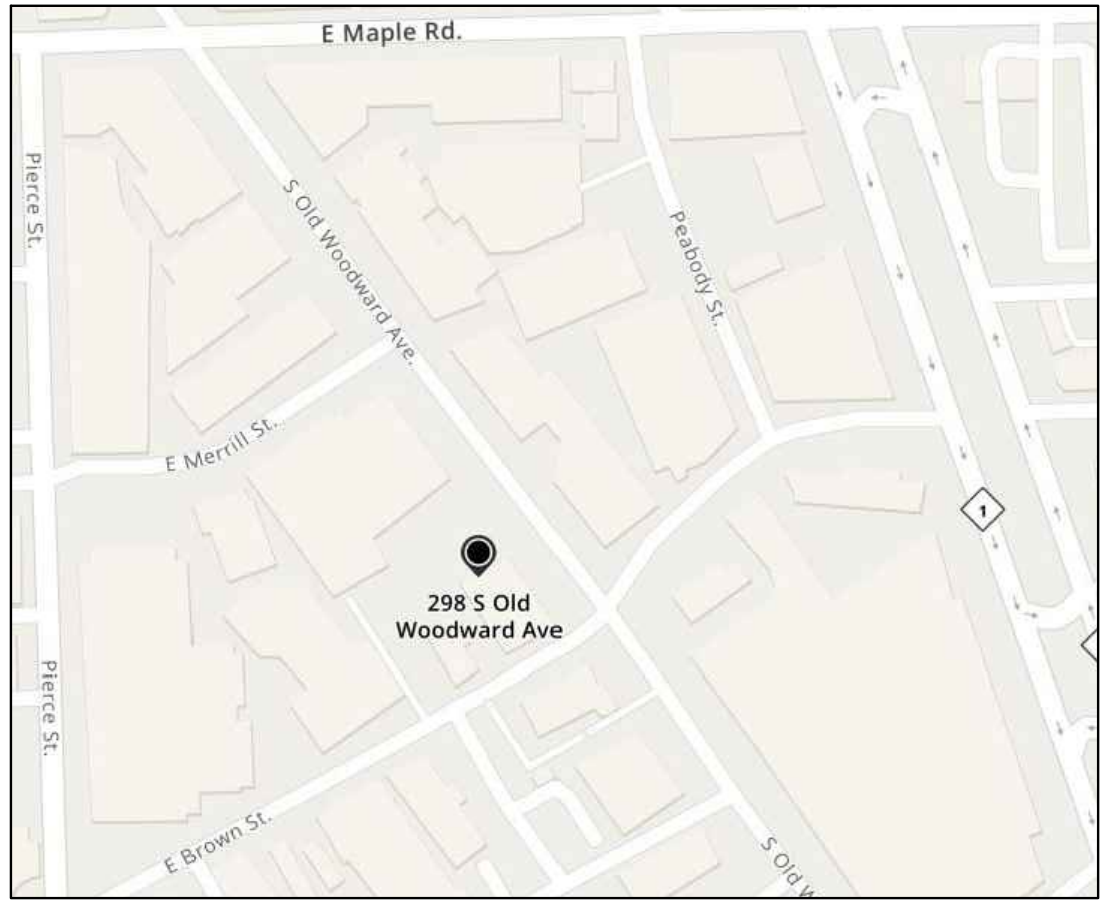
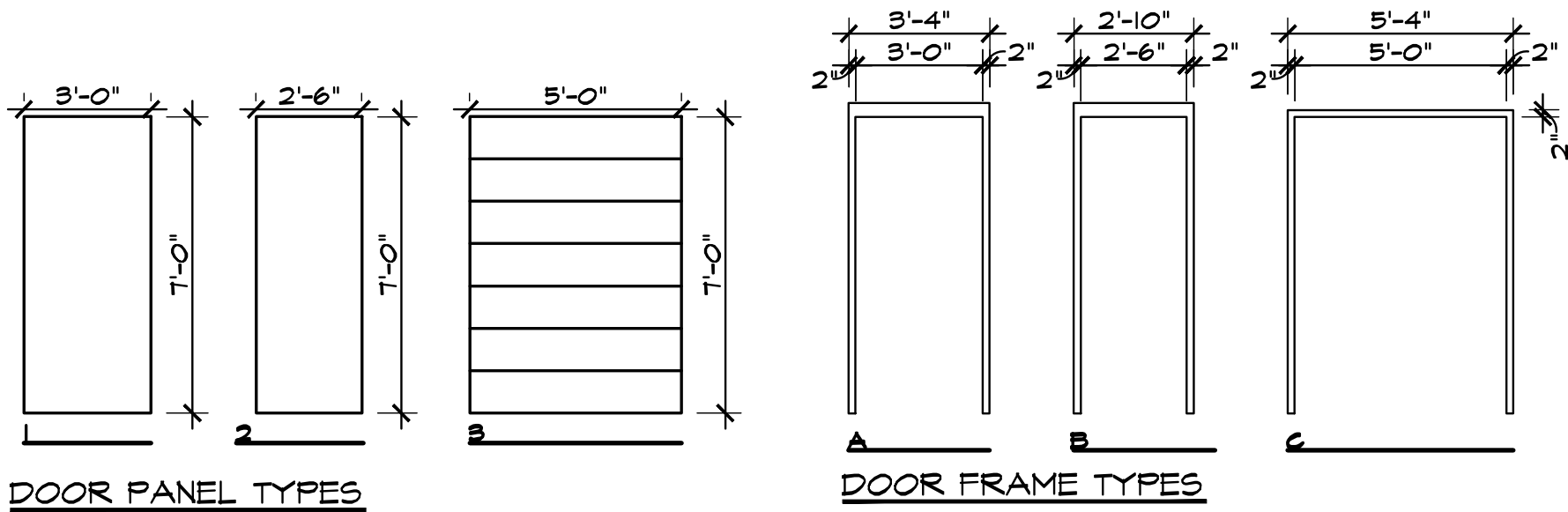
1. GENERAL CONTR. TO COMPLY W/ ALL FEDERAL, STATE, CITY AND LOCAL CODES WHERE APPLICABLE
- \* MICHIGAN BUILDING CODE 2015
  - \* ICG/ANSI A117.1 2009 AND MICHIGAN BARRIER FREE DESIGN LAW P.A. 1 OF 1986 AS AMENDED
  - \* MICHIGAN MECHANICAL CODE 2021 (M.M.C.)
  - \* MICHIGAN PLUMBING CODE 2021 (M.P.C.)
  - \* FIRE SUPPRESSION NFPA 13-2013
  - \* FIRE ALARM NFPA 72-2012
  - \* INTERNATIONAL FUEL GAS CODE 2015 (I.F.G.C.)
  - \* MICHIGAN ENERGY CODE 2015, PART 10a (M.E.C.)
  - \* ANSI/ASHRAE/ESNA STANDARD 90.1 1999 EDITION
  - \* MICHIGAN ELECTRICAL CODE BASED ON 2023 N.E.C. W/ PART 8 AMENDMENTS
  - \* INTERNATIONAL FIRE CODE 2015 (I.F.C.)
  - \* PROJECT SHALL COMPLY W/ MBC 2015 CHP. 35 REFERENCE STANDARDS

### FIRE AND SAFETY:

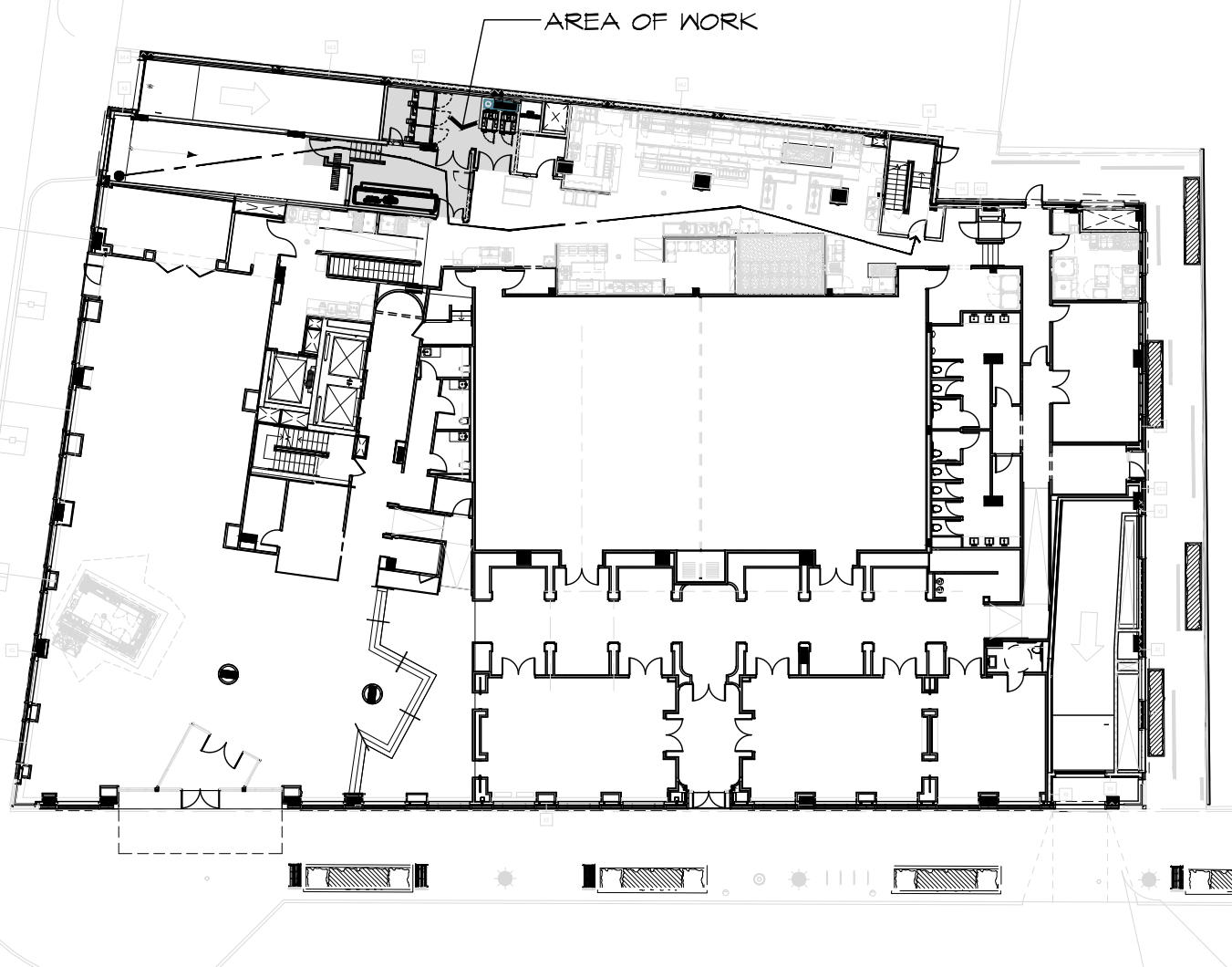
1. CONTRACTOR SHALL PROVIDE SEPERATE SHOP DRAWINGS FOR THE (SPRINKLER) FIRE SUPPRESSION SYSTEM AND ALARM SYSTEM TO THE BUILDING DEPARTMENT FOR REVIEW & APPROVAL FOR SEPERATE PERMITS.
2. AUTOMATIC FIRE SPRINKLER SYSTEM, SUBMISSION OF SHOP DRAWINGS:
- A. FIRE SPRINKLER SUPPRESSION SYSTEM IS REQUIRED BY MBC SECTION 903.2.3
- B. SUBMIT AUTOMATIC FIRE SPRINKLER SYSTEM SHOP DRAWINGS AND HYDRAULIC CALCULATIONS WITH SUPPORTING DOCUMENTATION AS REQUIRED BY NFPA 13, SECTION CHAPTER 22 UNDER SEPERATE PERMIT REQUIREMENT TO THE BUILDING DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF THIS WORK (107.2.2).
3. CONTRACTOR TO PROVIDE PORTABLE FIRE EXTINGUISHER AND CABINETS PER 2012 INTERNATIONAL FIRE CODE AND NFPA 10.

### WALL LEGEND

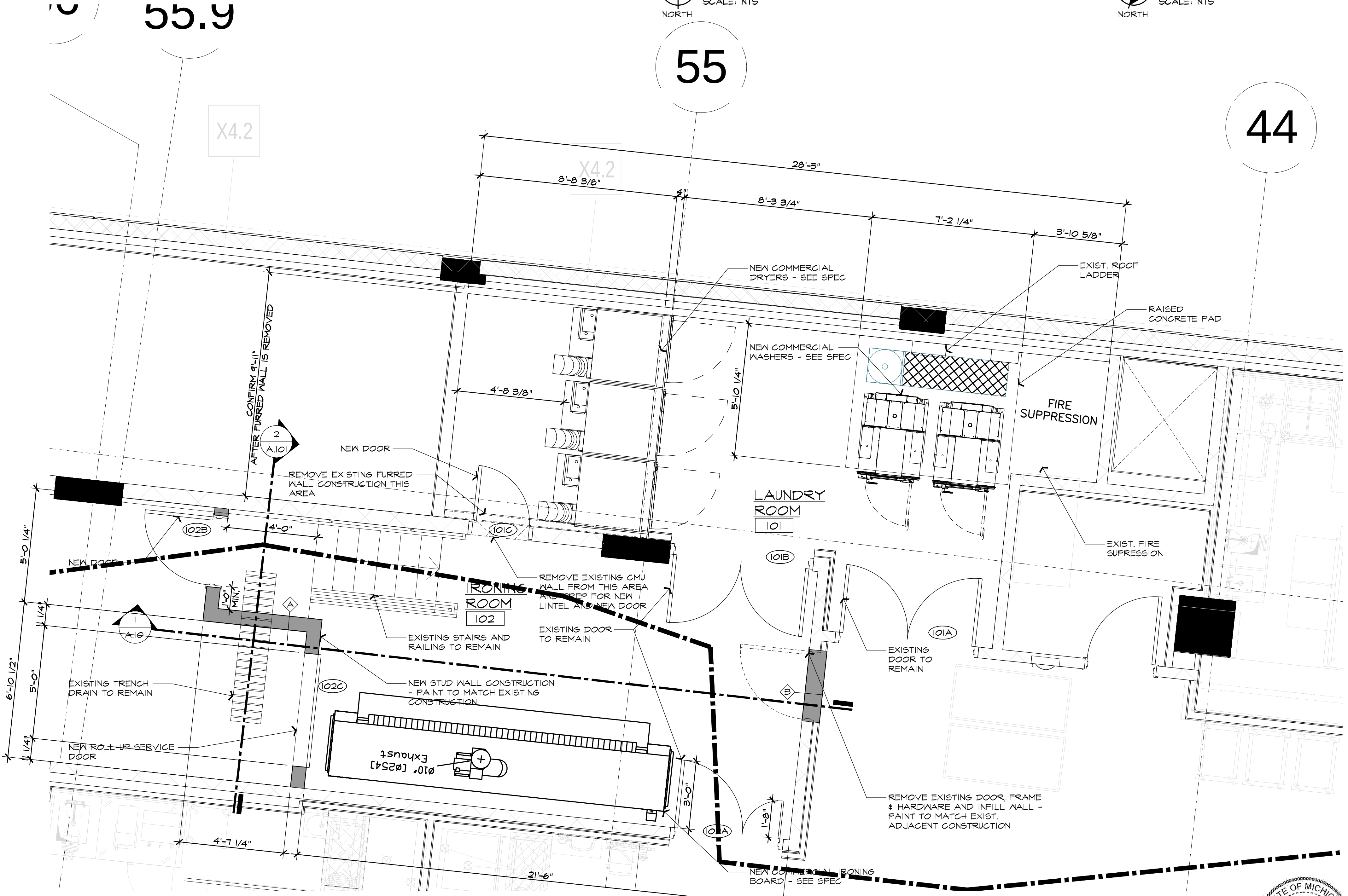
|   |                                                                                                                                                                                                                           |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | 6 W/ 3/8" FLANGE 20 GA METAL STUDS AT 16" O.C. WITH 5/8" CEMENT BD ON EACH SIDE - EXTEND TO BOTTOM OF DECK. PROVIDE R-21 KRAFT-FACED BATT INSULATION. PROVIDE DEFLECTION TRACK. - PAINT TO MATCH EXIST. WALL CONSTRUCTION |
| B | 6 W/ 3/8" FLANGE 20 GA METAL STUDS AT 16" O.C. WITH 5/8" HIGH IMPACT GYP. BD. ON EACH SIDE - EXTEND TO BOTTOM OF DECK. PROVIDE DEFLECTION TRACK. - PAINT TO MATCH EXIST. ADJ. WALL CONSTRUCTION                           |



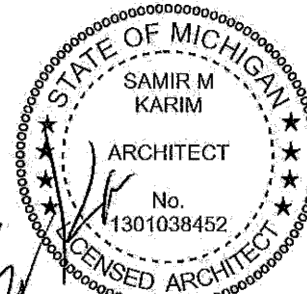
LOCATION MAP  
SCALE: NTS



KEY PLAN  
SCALE: NTS



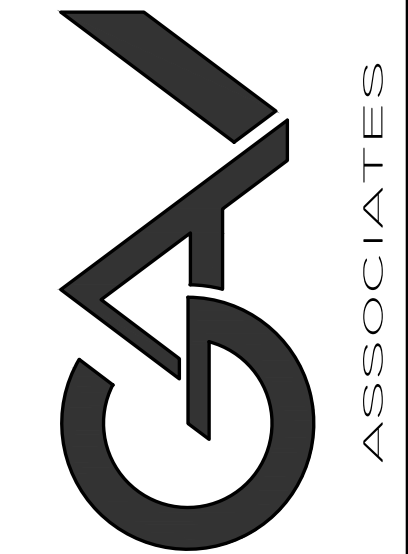
ENLARGED LAUNDRY ROOM FLOOR PLAN  
SCALE: 3/8" = 1'-0"



| ISSUED FOR            | DATE      |
|-----------------------|-----------|
| OWNER REVIEW          | 1-24-2025 |
| PERMITS               | 2-4-2025  |
| SPA/SLU/ZBA           | 5-12-2025 |
| SPA/SLU/ZBA REVISIONS | 5-23-2025 |
|                       |           |
|                       |           |
|                       |           |
|                       |           |
|                       |           |
|                       |           |

ARCHITECTURAL  
DESIGN  
RESIDENTIAL  
COMMERCIAL  
INDUSTRIAL

G.A.V. ASSOCIATES, INC  
2401 ORCHARD LAKE RD, STE. 100A  
FARMINGTON, MICHIGAN 48336  
PH: (248) 985-9101  
WEB: WWW.GAVASSOCIATES.COM



PROPOSED INTERIOR RENOVATION FOR:  
DAXTON HOTEL  
298 S. OLD WOODWARD AVE  
BIRMINGHAM, MICHIGAN 48009

| DRAWN: | DESIGNED: | CHECKED: |
|--------|-----------|----------|
| DS     | DS        | DS       |

SCALE : 1/8" = 1'-0"

FILE NAME : 1812B\_A101

JOB # : 24085

SHEET TITLE  
ENLARGED LAUNDRY ROOM  
FLOOR PLAN  
SHEET #

A.101

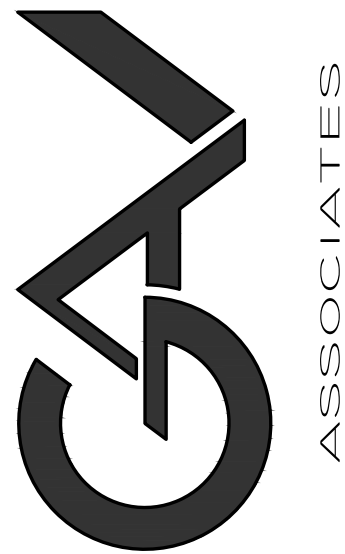


| ISSUED FOR            | DATE      |
|-----------------------|-----------|
| OWNER REVIEW          | 1-24-2025 |
| PERMITS               | 2-4-2025  |
| SPA/SLU/ZBA           | 5-12-2025 |
| SPA/SLU/ZBA REVISIONS | 5-23-2025 |
|                       |           |
|                       |           |
|                       |           |
|                       |           |
|                       |           |
|                       |           |

ARCHITECTURAL  
DESIGN

RESIDENTIAL  
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PROPOSED INTERIOR RENOVATION FOR:  
DAXTON HOTEL  
298 S. OLD WOODWARD AVE  
BIRMINGHAM, MICHIGAN 48009

| DRAWN: | DESIGNED: | CHECKED: |
|--------|-----------|----------|
| DS     | DS        | DS       |

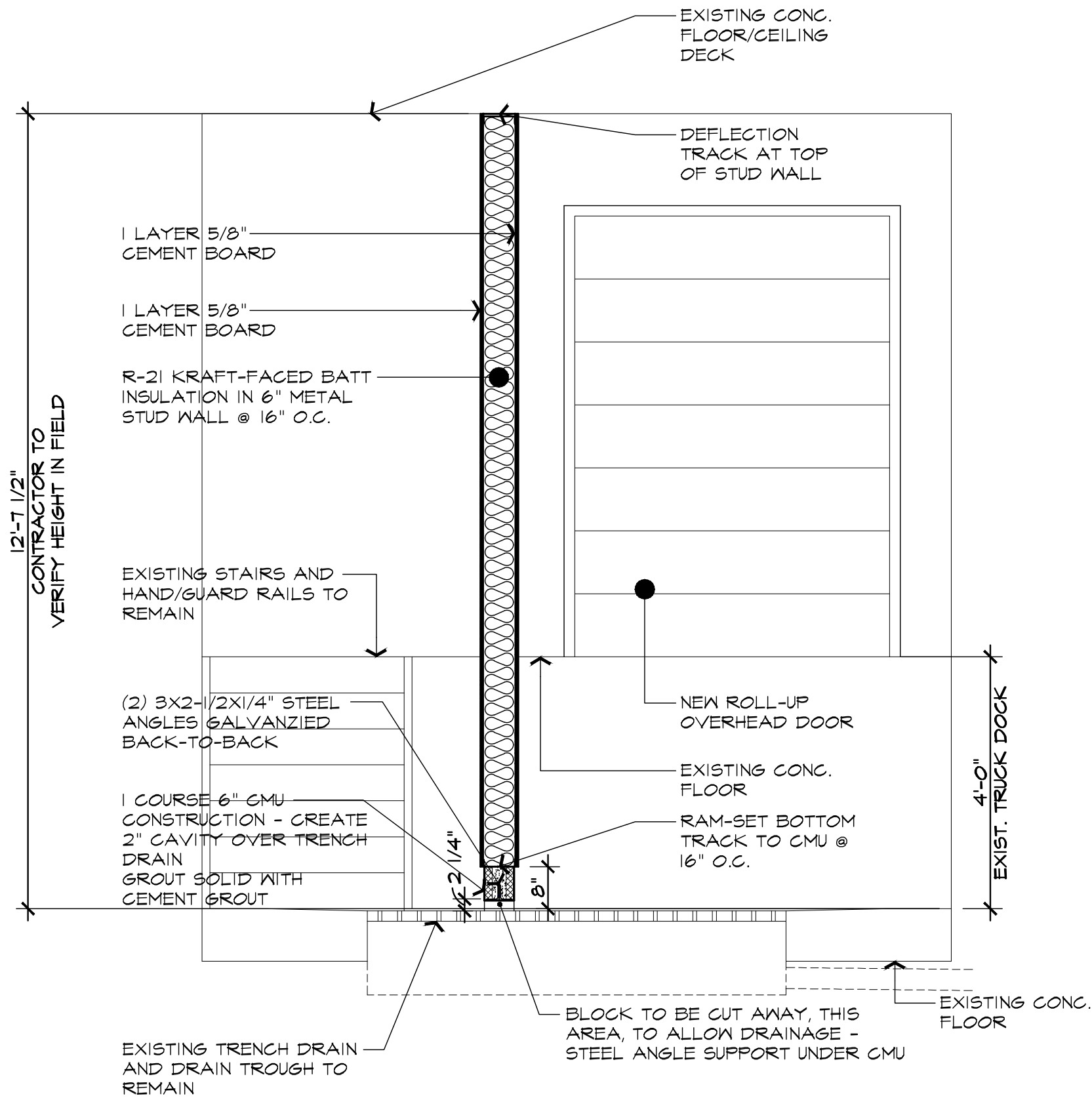
SCALE : 1/8" = 1'-0"

FILE NAME : 24005\_A102

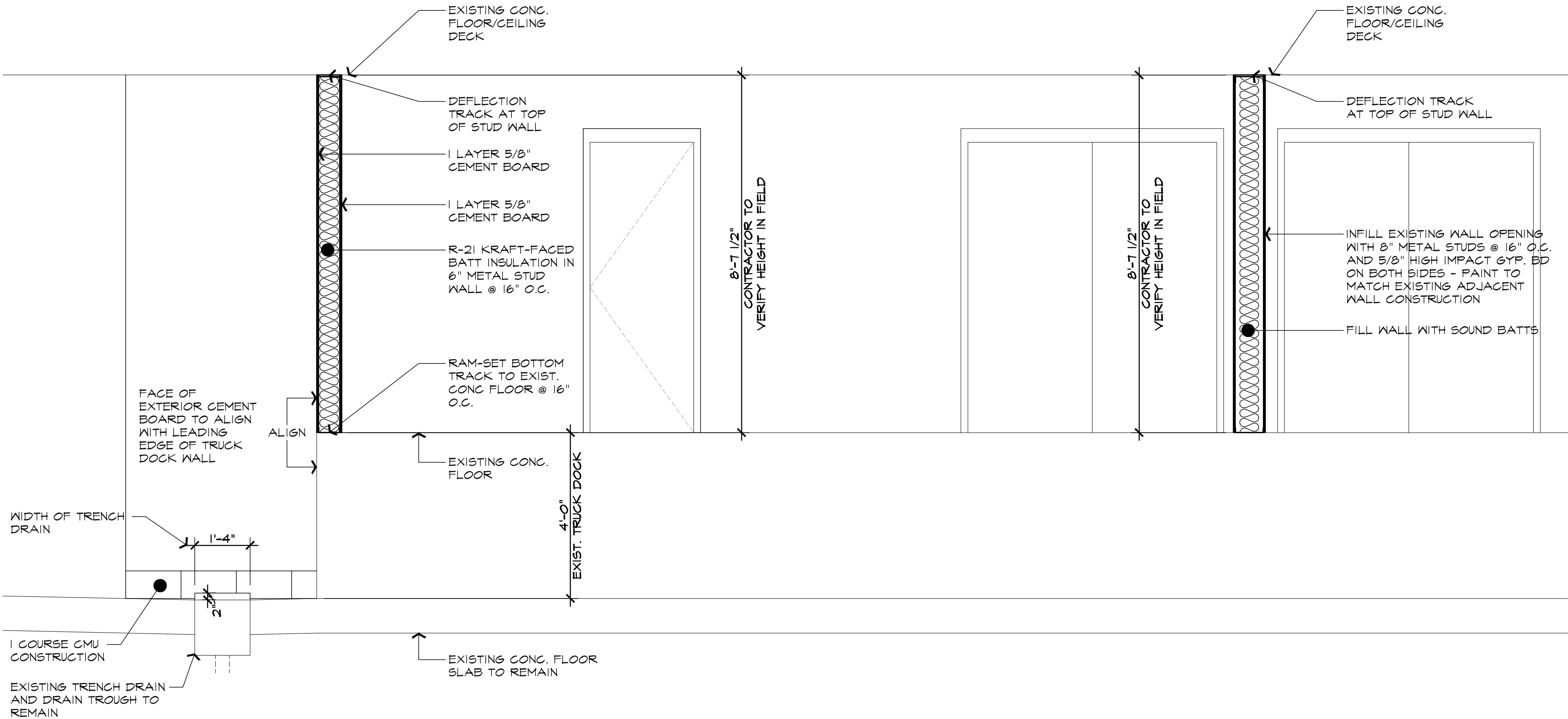
JOB # 24005

SHEET TITLE  
PARTIAL  
BUILDING  
SECTIONS  
SHEET #

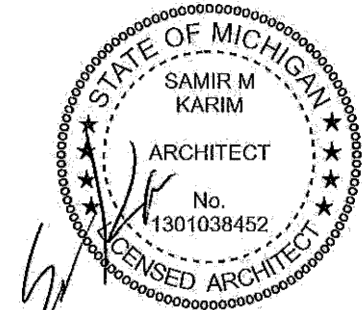
A.102



2 PARTIAL BUILDING SECTION  
SCALE: 1/4" = 1'-0"



1 PARTIAL BUILDING SECTION  
SCALE: 1/4" = 1'-0"





## MEMORANDUM

Planning Department

**DATE:** May 28, 2025

**TO:** Planning Board Members

**FROM:** Nick Dupuis, Planning Director

**SUBJECT:** 298 S. Old Woodward – Daxton Hotel – Special Land Use Permit Amendment, Final Site Plan & Design Review

---

The subject site, 298 S. Old Woodward, is located in Downtown Birmingham in the B4 (Business-Residential) and D4 (Downtown Overlay) zoning districts. The site has been operating as a hotel since it was completed in 2021. The Daxton Hotel is currently operating under a Special Land Use Permit due to the sale of alcoholic beverages for on premise consumption. The site is directly adjacent to “The Plaza”, a commercial building to the north, and is across Brown Street from the new Restoration Hardware development that is nearing completion (targeting October 2025).

At this time, the applicant has submitted a Special Land Use Permit Amendment, Final Site Plan and Design Review application request to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor. The change would effectively eliminate the off-street loading space in terms of truck/vehicle access, and would divert loading functions to the lower levels.

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 land use is commercial.
- 1.2 Zoning – The subject site exists within the B4 (Business-Residential) and D4 (Downtown Overlay) Zoning Districts.
- 1.3 Summary of Adjacent Land Use and Zoning – The following chart summarizes existing land use and zoning classifications of the adjacent and/or nearby properties:

|                                 | North                     | South                 | East                      | West                      |
|---------------------------------|---------------------------|-----------------------|---------------------------|---------------------------|
| <b>Existing Land Use</b>        | Commercial                | Commercial            | Commercial                | Commercial                |
| <b>Existing Zoning District</b> | B4 (Business-Residential) | B2 (General Business) | B4 (Business-Residential) | B4 (Business-Residential) |
| <b>Overlay Zoning District</b>  | D4                        | D4                    | D4                        | D4                        |

## 2.0 Setback, Bulk and Height Requirements

There are **no changes** proposed to the setback, bulk, or height of the building.

## 3.0 Screening and Landscaping

- 3.1 Dumpster Screening – When the project was originally approved, the building contained waste receptacles in a “trash room” located adjacent to the off-street loading facility. At this time, the applicant is proposing to modify the existing trash room and a portion of the loading facility to provide an on-site laundry facility. This change would formalize the relocation of waste receptacles from the approved trash room to the loading area. This appears to have been a condition that has existed for some time now, especially since Brown Street has been affected by the construction of two new buildings to the south. Although the trash is proposed to be relocated, it would still be screened by the building.
- 3.2 Parking Lot Screening – There are **no changes** proposed to the on-site parking facilities.
- 3.3 Mechanical Equipment Screening – There are **no changes** proposed to the mechanical equipment on site.
- 3.4 Landscaping – There are **no changes** proposed to the landscaping on site.
- 3.5 Streetscape – There are **no changes** proposed to any proposed streetscape elements on site.

#### 4.0 Parking, Loading and Circulation

- 4.1 Parking – There are **no changes** proposed to the parking requirements on site.
- 4.2 Loading – As noted above, the proposed changes to the previously approved dumpster area within the building has necessitated that the waste receptacles to be transitioned to a compactor and moved into the existing loading facility. This off-street loading facility is required based on the requirements of Article 4, Section 4.24 (C) of the Zoning Ordinance. With the addition of the trash compactor (18 ft. x 8 ft.), the length of the loading facility will be reduced well short of the required 40 ft. length and would eliminate truck access to the space. Thus, **the applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals.**
- 4.3 Vehicular Circulation and Access – There are **no changes** proposed to vehicular access to the site. Vehicles will enter the facility via a single curb cut on Brown, which will provide them access to the ground level and/or lower level parking facilities. Vehicles exit the site through a garage door and curb cut on the north side of the property along S. Old Woodward.
- 4.4 Pedestrian Circulation and Access – There are **no changes** proposed to pedestrian circulation or access to the site.

#### 5.0 Lighting

There are **no changes** proposed to the lighting conditions on site.

#### 6.0 Design Review

There are **no changes** proposed to the building façade or other design elements on site.

#### 7.0 Required Attachments

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

## 8.0 Approval Criteria

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

- (1) *The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.*
  - **There are no proposed changes to the location, size or height of the building.** The building is being built in accordance with the Zoning Ordinance, which permits zero lot line development. Thus, there is no required open space or landscaping for this development. The building fronts two streets and is currently open on the rear (west). The buildings placement permits for light, air and access to persons occupying the structure.
- (2) *The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.*
  - **There are no proposed changes to the location, size or height of the building.** The location, size and height of the building conforms with the standards of the Zoning Ordinance and provides neighboring buildings with access to adequate light.
- (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.*
  - **There are no proposed changes to the location, size or height of the building.** The proposed development will not hinder the reasonable development of adjoining property and should increase the value thereof.
- (4) *The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.*
  - **There are no proposed changes to the location, size or height of the building.** The site plan contains a single curb cut for vehicular access along Hazel, which is preferred over Old Woodward and Woodward which would create more hazardous conditions. Pedestrians have access to clear and obvious entry points to the building and adequate space to circulate around the building.
- (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.*
  - This development will remain compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this

chapter. However, the shifting of loading activities from the building to the lower level, or in some cases neighboring streets of Brown and/or S. Old Woodward, could be considered incompatible and may be detrimental to the surrounding neighborhood.

(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. However, the Daxton Hotel contains a green roof in the upper alcove of the building that provides open space for inhabitants of the east side of the building.

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.*

- **There are no proposed changes to the use of the building.** The proposed mixture of commercial/retail and residential uses remains 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.*

- **There are no proposed changes to the use of the building.** Generally, in Birmingham's Downtown, this mixture of uses is compatible with adjacent uses of land and the natural environment of the area. There is a consideration to be had, though, regarding the effective removal off the loading facility and its relationship to the capabilities of public services and facilities affected by the land use. Because the Daxton will still require some level of delivery and service based activities, these functions are expected to continue to happen on Brown and S. Old Woodward in some fashion, which will affect those thoroughfares during such activity. However, loading and delivery services are commonplace in a Downtown setting and the S. Old Woodward thoroughfare was designed to accommodate trucks in the center lane when necessary.

(3) The use is consistent with the public health, safety and welfare of the city.

- **There are no proposed changes to the use of the building.** This use is consistent with the public health, safety and welfare of the city. Similar to the previous standard, mixed-use developments have been long established in Birmingham's Downtown and other commercial areas in the City and is expected to continue.

(4) *The use is in compliance with all other requirements of this Zoning Ordinance.*

- **There are no proposed changes to the use of the building.** Although the building uses proposed are compatible with the related zoning districts, the requirements for the associated loading requirements of the existing uses have not been met at this time.

(5) *The use will not be injurious to the surrounding neighborhood.*

- **There are no proposed changes to the use of the building.** The existing uses themselves are not expected to be injurious to the surrounding Downtown neighborhood, but the removal of the associated off-street loading facility may cause issues during deliveries.

(6) *The use is in compliance with state and federal statutes.*

- **There are no proposed changes to the use of the building.** To the best of our knowledge, the existing uses are in compliance with state and federal statutes at this time.

## **9.0 Recommendation**

Based on a review of the site plan submitted and the approval criteria of Article 7, Sections 7.27 and 7.36, the Planning Department recommends that the Planning Board recommend that the City Commission **APPROVE** the Special Land Use Permit, Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and
2. The applicant must comply with the requests of all City Departments.

## **10.0 Sample Motion Language for Special Land Use Permit**

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend that the City Commission **APPROVE** the Special Land Use Permit application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and
2. The applicant must comply with the requests of all City Departments.

**OR**

Motion to **POSTPONE** the Special Land Use Permit application for 479 S. Old Woodward – Birmingham Tower – pending receipt of the following:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**OR**

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend that the City Commission **DENY** the Special Land Use Permit application for 298 S. Old Woodward – Daxton Hotel – for the following reasons:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

#### **11.0 Sample Motion Language for Final Site Plan & Design Review**

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and **APPROVE** the Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and
2. The applicant must comply with the requests of all City Departments.

**OR**

Motion to **POSTPONE** the Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – pending receipt of the following:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**OR**

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and recommend that the City Commission **DENY** the Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – for the following reasons:

1. \_\_\_\_\_

2. \_\_\_\_\_
3. \_\_\_\_\_

# **CASE DESCRIPTION**

**298 S. Old Woodward (25-17)**

**Hearing date: June 10, 2025**

**Appeal No. 25-17:** The owner of the property known **298 S. Old Woodward**, requests the following variance for modifications to an existing required off-street loading facility:

A. Chapter 127, Article 4, Section 4.24 (C) of the Zoning Ordinance requires that commercial uses between 5,001 and 20,000 square feet are required to provide one usable off-street loading space. In addition, the Zoning Ordinance requires an off-street loading space to have the following minimum dimensions: 40 feet long, 12 feet wide and 14 feet high. The Daxton Hotel is proposing to eliminate the existing required off-street loading space in favor of a new waste receptacle and other back-of-house needs. Therefore, a dimensional variance of 1 usable off-street loading space is requested.

**Staff Notes:** The applicant is looking to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor. The change would effectively eliminate the off-street loading space in terms of truck/vehicle access, and would divert loading functions to the lower levels. When the project was originally approved, the building contained waste receptacles in a “trash room” located adjacent to the off-street loading facility. This change would formalize the relocation of waste receptacles from the approved trash room to the loading area, which would reduce the space and provide no access to trucks/vehicles.

On May 28, 2025 (Agenda), the Planning Board moved to approve the proposal with the condition that the applicant obtain a variance from the Board of Zoning Appeals. The discussion and eventual decision was centered around other areas within the lower level of the building that currently accept loading/unloading functions that are expected to continue. In addition, the Planning Board was advised that the bulk of loading/unloading functions were related to the off-site laundry, which would be eliminated with this proposal.

This property is zoned B4 – Business-Residential & D4 – Downtown Overlay

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Nicholas Dupuis  
Planning Director





## MEMORANDUM

Planning Division

**DATE:** June 13, 2025

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

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** Oakland County Access to Transit Grant Project – Enhanced Bus Shelters

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### INTRODUCTION:

As a part of the City's ongoing effort to support mass transit and multi-modal infrastructure, the Planning Department applied for and was awarded a grant from the Oakland County Access to Transit Program. The total project amount is \$150,000 of which \$120,000 was awarded through the grant and \$30,000 was provided by the City as a match. These matching funds have been approved and are ready to use. However, the City's Purchasing Guidelines require that a project be administered as a whole, thus necessitating City Commission approval for the expenditure of a total of \$150,000 for this project, of which 80% is grant funded.

In terms of the enhanced bus shelter project, there will be 3 main components: amenities, professional engineering services (survey, construction/bid documents, etc.) and construction. Each new bus stop will be outfitted with a new shelter, bike racks, a bike repair station and a waste receptacle. All new amenities will be designed to match or complement the current Birmingham standards for amenities. The Planning Department is also taking all the necessary steps to ensure that these transit stops are designed to ADA standards. The intent of these designs was to support the goals of Oakland County's Access to Transit Program, which seeks to address what is often referred to as the "first mile/last mile" problem – the series of challenges associated with getting to and from public transit stops. These challenges include lack of convenient access, poor pedestrian and bicycle infrastructure, distance and time barriers, accessibility for vulnerable populations, and safety concerns.

At this time, the Planning Department is seeking approval to expend \$150,000 for the enhanced bus shelter project as a part of the Oakland County Access to Transit Program.

### BACKGROUND:

The City of Birmingham has 65 bus stops serving 8 different routes that come through the City. Of these many stops, 10 of them have shelters. The Planning Department is in the process of

installing 3 more shelters unrelated to this grant, and with the addition of 3 more, the City of Birmingham would boast 16 bus stops (25%) that contain shelter for transit users.

**LEGAL REVIEW:**

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

**FISCAL IMPACT:**

As noted above, although the project total is \$150,000, the Oakland County Access to Transit Grant is awarding the City \$120,000 for use toward the project. This \$120,000 is issued in two lump sums, one at the beginning of the project and one towards the end. The remaining \$30,000 that was required as a match for the grant is currently budgeted in account # 403.0-901.020-981.0100 (Public Improvements).

**SUSTAINABILITY:**

Improving options for mass transit is an inherently sustainable task. While we have many bus stops along our main thoroughfares, making stops more comfortable/useful for riders of mass transit will directly support the City's sustainability goals.

**DESIGN CONSIDERATIONS:**

There are no design considerations related to this proposal. The design of the enhanced transit stops is consistent with the existing shelters and the Birmingham streetscape.

**PUBLIC COMMUNICATIONS:**

There are no public communications required for this agenda item.

**SUMMARY:**

The Planning Department requests that the City Commission consider authorizing the expenditure of \$150,000 for the enhanced bus shelter project as a part of the Oakland County Access to Transit Program

**ATTACHMENTS:**

There are no attachments as a part of this request.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the expenditure of \$150,000 for the enhanced bus shelter project as a part of the Oakland County Access to Transit Program, and to approve the acceptance of the grant which is funding \$120,000 of the total cost of the project.



## **June 2025 City Manager's Report**

### **Baldwin Public Library**

#### **Holiday Closures**

The library will be closed on from Friday, July 4 through Sunday, July 6 and will reopen on Monday, July 7 at 9:30 a.m.

#### **Library Board**

The Library Board met on Monday, June 16 at 7:30 p.m. for its regular meeting. The Board discussed the FY24-25 Budget Amendment, FY25-26 Salaries and Benefits, and the proposed Administrative Services contract with the City of Birmingham.

#### **Library Tours**

If you'd like to learn even more about the library, join Director Rebekah Craft for a Behind the Scenes Tour. You'll 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 Monday, July 21 at 6 p.m.

#### **Idea Lab: The Grand Tour**

Have you always wondered what the Idea Lab is all about, but were afraid to ask? On Wednesday, July 2 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**

#### **The History of Chinese Cuisine: Four Great Traditions**

**Tuesday, June 24, 2025, 7:00pm - 8:00pm**

Join Freda Giblin to take a close look at four of the best known and most influential cuisines of China. Discover the differences inspired by the unique flavors and regional cooking techniques and why these dishes are so popular around the world today.

#### **Native Wildflower Seed Balls**

**Monday, June 30, 2025, 7:00pm - 8:00pm**

Do native wildflowers, dirty hands, and throwing things appeal to you? If yes, join us in making native wildflower seed balls. These little balls will leave an explosion of color whenever you drop, or hurl them. Registration required.

#### **Baffling Bill's Magic of Reading Show: All Ages**

**Thursday, July 10, 2025, 3:00pm - 4:00pm**

Registration opens one month before the program.

All ages with grown up(s). Caregivers must stay with the participant during the program.

Will Baffling Bill and Gus the Bunny read your mind? Hypnotize you? Or just amaze you with their astounding magic? Registration required.

### **Kids Zone @ the Farmers Market**

**Sunday, July 13, 2025, 9:00am - 2:00pm**

Baldwin is hosting the KidsZone at the Birmingham Farmers Market! Stop by during market hours to complete a fun craft.

### **Michigan's Venice**

**Monday, July 14, 2025, 7:00pm - 8:00pm**

Few maritime landscapes in the Great Lakes remain so deeply and clearly inscribed by successive cultures as the St. Clair system— a river, delta, and lake found between Lake Huron and the Detroit River. Daniel Harrison, author of *Michigan's Venice: The Transformation of the St. Clair Maritime Landscape, 1640–2000*, joins us to discuss how its inhabitants navigated, claimed, and reshaped the region.

### **Coming soon!**

#### **Notes in the Atrium**

**Tuesday, July 22, 2025, 3:00pm - 4:00pm**

Join us for an open air concert series in the new library atrium and plaza. Concerts are planned for July 22, August 5, and September 9 at 3:00 p.m. in the library's atrium.

### **Adult Battle of the Books**

**Thursday, August 7, 2025, 7:00pm - 8:30pm**

Wrap up Summer Reading by battling other readers in a literary contest! Or just come have fun with friends who like to read. Your team of up to five adults (18+) will read five books we've chosen covering a variety of genres and styles. [Battle registration](#) will remain open until all spots are full. Book themed spirit wear or costumes are encouraged but not required. Snacks will be provided and prizes will be given!

Reading List:

*They Called Us Enemy* by George Takei

*The House on Mango Street* by Sandra Cisneros

*The First State of Being* by Erin Entrada Kelly

*Fuzz* by Mary Roach

*Killers of a Certain Age* by Deanna Raybourn

Learn more about these events and other programs coming to Baldwin at [www.baldwinlib.org/calendar](http://www.baldwinlib.org/calendar).

### **Birmingham Museum**

The museum has completed several interior and exterior projects in recent weeks as part of the ongoing maintenance and restoration of the Allen House. A major roof repair and restoration project that began last year with the main porch concluded this June with the completion of two smaller porch roofs. These roofs feature unique historic metal railings that are defining features of the house, requiring specialized restoration and repair. Passers-by will also notice that a new low-maintenance picket fence with customized details has been installed along Maple Road to replace the previous deteriorated wood fence. Inside the Allen House, visitors will find its central staircase has been upgraded with a historically appropriate carpet runner that complements the recent plaster repair and repainting in the living room and foyer.

In the John West Hunter Park, pond area improvements along Willits Street that have been planned for some time have been delayed as we wait for the necessary permit from EGLE. Phases 3 and 4 of the museum's landscape master plan will create a boardwalk for the pond and install paths around the pond to an overlook at the Rouge River. These park projects, which are funded in part by federal funds, will resume this summer after the permitting process is complete.

## **Birmingham Shopping District**

### **SPECIAL EVENTS**

#### **Farmers Market**

The Farmers Market season continues to welcome thousands of visitors each week, with approximately 15,300 attendees in the month of May alone. Join us each week for live music and kids activities, and 50+ vendors with fresh produce and plants, artisan baked goods, prepared foods and more every Sunday from 9 a.m. – 2 p.m. through October 26. Highlights this season include free Second Sundays featuring a fitness class run by our local businesses, and monthly special events including Super Farmer Day, Corn Festival, Harvest Festival and more.

The BSD was awarded a \$2,500 grant from Main Street Oakland County to support the replacement and addition of market equipment. Funds will support increased market signage and flexible seating options for individuals with strollers, wheelchairs, and small children, and other equipment needs.

#### **Outdoor Movie Nights**

The first Outdoor Movie Night of the season on Friday, June 6 was very popular, with hundreds in attendance. All are invited to pack their blankets and lawn chairs and join us at Booth Park for free, family-friendly fun and giveaways on select Friday nights in July, August and September. Pre-show entertainment begins at 6:30 p.m.; movie at 7:30 p.m.

For more information on these events and others, visit the BSD Event Calendar.



### **TOURISM**

BSD Executive Director Bassett continues to participate on the Steering Committee for the Oakland County *Tourism and Attraction Strategic Plan*. The project recently wrapped up its Discovery Phase with the presentation of a [Destination Diagnostic Report](#). Information for the report was compiled using a variety of data sources, field/point of interest assessments, and public input including focus groups of industry experts, and a survey administered to individuals within and outside of Oakland County.

- General Tourism Stats (2024 data):
  - Oakland County welcomed 16.7M visitors
    - 99% domestic, 1% international
    - 54% domestic day trip
    - 44.6% domestic overnight
  - Oakland County received \$3.3B in direct tourism revenue
    - 28% (\$921M) food and beverage
    - 21% (\$685M) hotel and lodging
    - 20% (\$651M) retail
    - 17% (\$554M) transport
    - 14% (\$457M) recreation
    - Domestic overnight visitors accounted for 74% of spending
  - Oakland County's visitor economy contributed a total of \$4.9B in annual revenue through direct (\$3.3B), indirect (\$1.0B) and induced (\$0.6B) sales.

- Oakland County's Tourism Industry creates 40.6K total jobs, \$1.4B in labor income, and generates \$426M in State and local government revenue
- Three common themes emerged, which will serve as Experience Pillars for the plan:
  - **We Invite Curiosity for All Ages:** A wide variety of attractions and event venues. Top three: Great Lakes Crossing/Aquarium (2.4M), Detroit Zoo (750K+), Pine Knob (738K+). Nearby Cranbrook Art Museum recognized as a top area attraction with 31K+.
  - **We are the County that Detroiters Call Home:** Downtowns are a huge draw for area residents (and visitors), with high community engagement in shopping, dining, services and events. Top three in order of unique visitors: Royal Oak (1.9M), Ferndale (1.3M), Birmingham (1.1M).
  - **We Offer Detroiters the Great Outdoors:** Over nine county destinations have thousands of visitors and excellent reviews/engagement. Top 3: Kensington Metro Park, Holly Recreation Area and Rochester Park.
- Opportunities to Enhance:
  - Enhanced accessibility – difficult to get around without a private vehicle
  - Cohesive branding/messaging at the county level
- Next Steps:
  - Build stronger partnerships with regional tourism entity, and other county partners to develop Destination Marketing, Destination Stewardship and Destination Management strategies.
  - Leverage Experience Pillars: Build on niche opportunity to leverage the great outdoors, our identity that invites visitors to make ordinary extraordinary, and build on the success of our downtowns and year-round cultural events and festivals.
  - Destination Visioning Workshops:

### **Monday, June 16, 6–8 PM**

Sundquist Farmington Pavilion  
 33113 Grand River Avenue, Farmington  
 Registration Link: [tinyurl.com/56prvc6m](https://tinyurl.com/56prvc6m)

### **Tuesday, June 17, 9–11 AM**

Rochester Hills Museum at Van Hoosen Farm,  
 1005 Van Hoosen Rd, Rochester Hills  
 Registration Link: [tinyurl.com/9csa53ed](https://tinyurl.com/9csa53ed)

The full presentation and more details are available at [visitoaklandcounty.com/strategic-plan](https://visitoaklandcounty.com/strategic-plan).

## **Building Department**

### **Board of Zoning Appeals**

There were three cases on the agenda for the May 13, 2025 Board of Zoning Appeals regular meeting:

1. 2425 E. 14 Mile: The owners requested a variance for a nonconforming use in the R2 and MX zonings district. The owners wish to renovate the northern portion of the property, which is currently the maintenance area. The variance was approved 7/0.
2. 280 E. Lincoln: The property owner requested variances from the minimum required open space and the minimum street facing side yard setback to construct an addition to the church and redesign the parking lot. The variances were approved 7/0.
3. 245 S. Eton: The owners requested a variance for a new sign to be located above the existing canopy entrance. The variance was approved 7/0.

### **Inspector Room Renovation:**

The City Hall Inspector Room, located on the second floor in Community Development, is being renovated with electric work, network cabling and new lighting. The area is being equipped with new furniture to accommodate advanced technology needs. Workstations will be equipped with large screen monitors to assist with a complete online process.



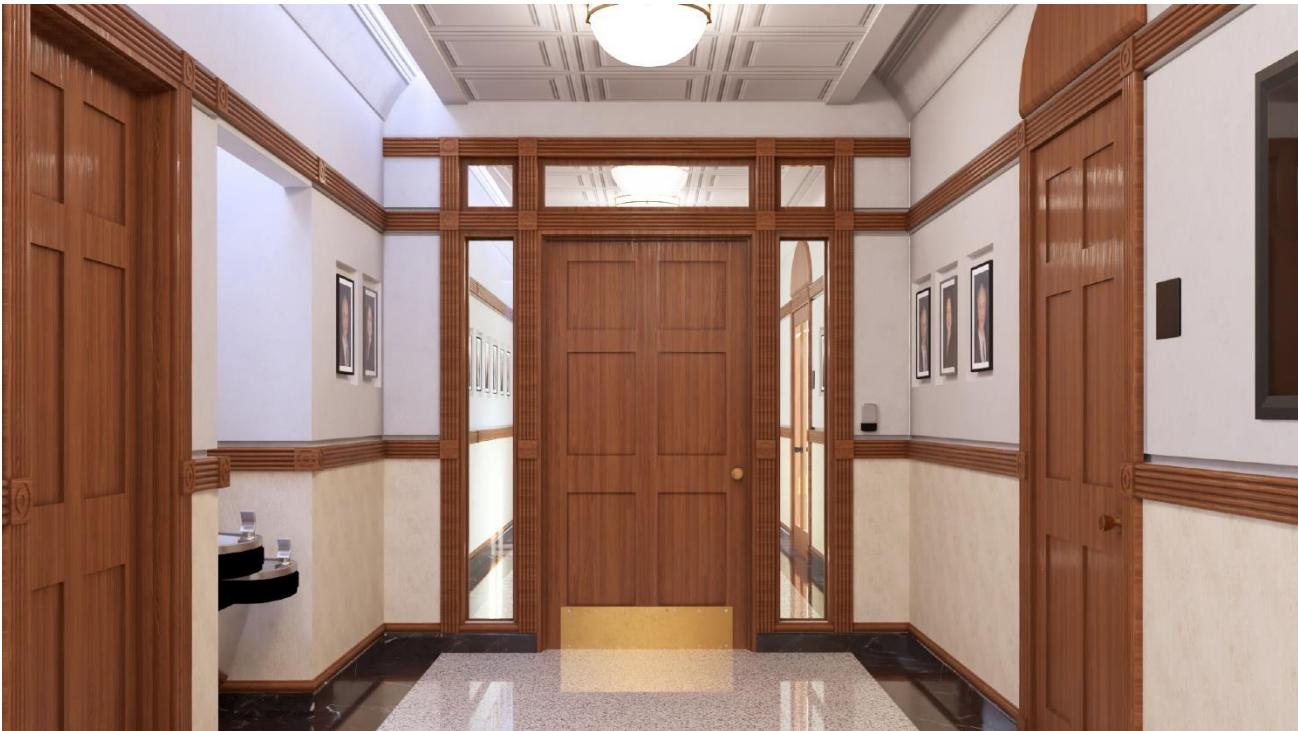
### **City Hall Hallway Renovation**

In the weeks to come, security enhancements will be installed in hallways throughout City Hall. Partition walls and doors will be installed on the first and second floor to create a separation of the private and public areas. The design is to match that of the existing hallway trim details, and doors will be equipped with access card readers.

#### **First floor rendering:**



#### **Second floor rendering:**



## Online Permit Applications

In the month of May, we processed 338 permits online bringing this year's total permits processed electronically to 1536.

## 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.

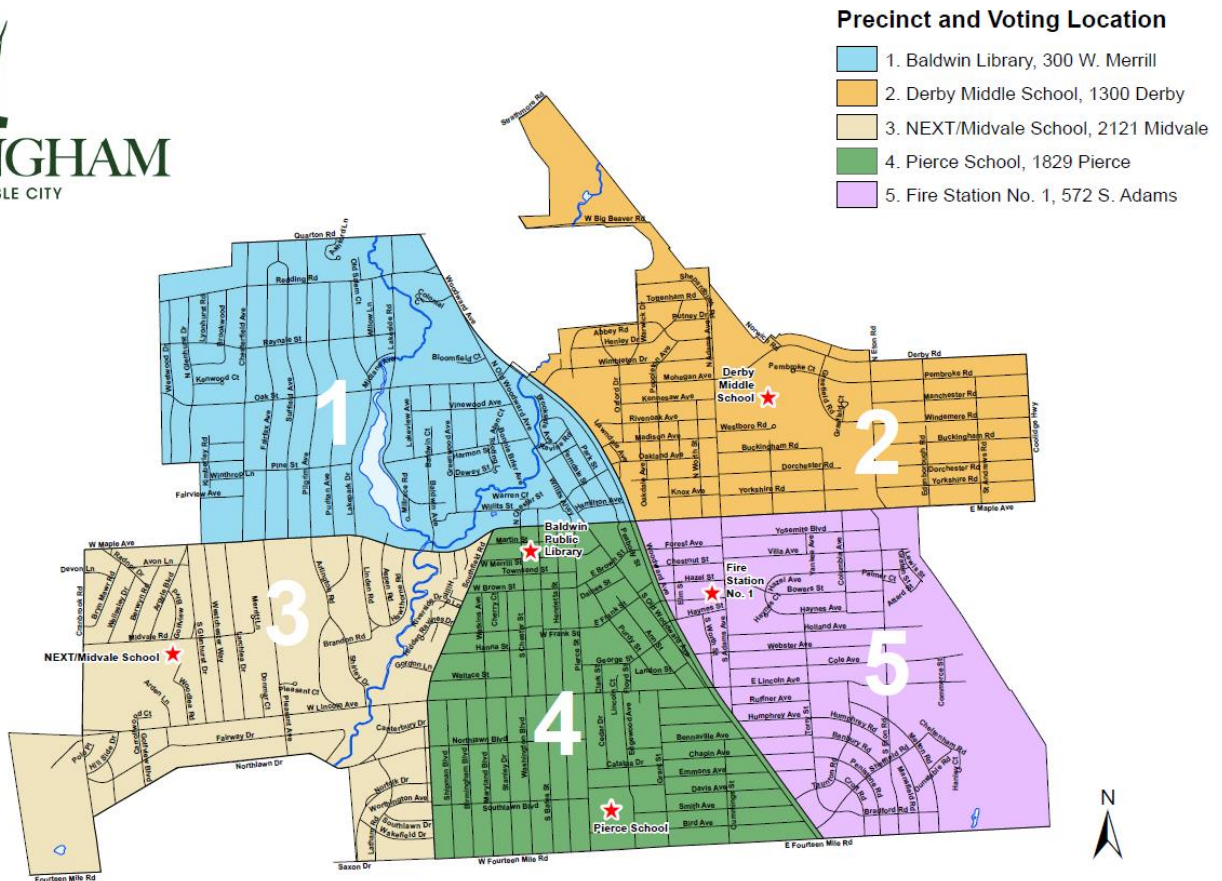
## City Clerk's Office

### Precinct Consolidation and Polling Location Assignments

On June 9, 2025 the City Commission voted to approve the consolidation of the nine existing election precincts to five election precincts. This action affects almost every Birmingham voter and was implemented as an efficiency and cost saving measure. The new precinct boundary lines were drawn to be as compact and contiguous as is practical while staying within the legal limits of no more than 4,999 active voters per precinct. The use of major roads was implemented to simplify the precinct boundaries.

This summer, voters should expect to receive a new updated voter ID card confirming their new precinct and polling location assignments. Voters should keep their most current voter ID card and discard old voter ID cards with outdated information. Additionally, a voter can look this information up at any time by using [mi.gov/vote](https://mi.gov/vote) (click the "Am I registered?" question) to find their voter information. If you receive a voter ID card for a voter who does not belong at your address, please contact the Clerk's Office so it can be tracked and resolved.

Below is the new map in effect for election precinct boundaries and polling locations.





## **Redistricting**

All Birmingham voters are being reassigned from State Senate district 8 (Mallory McMorrow) to State Senate district 7 (Jeremy Moss) due to an additional directive from a redistricting issue pertaining to the [Agee v. Benson](#) case following the 2020 Federal Census and redistricting process. As a result of the 2024 court approved Senate boundary changes, and review of data from the Qualified Voter File, the Bureau of Elections has confirmed this change due to boundary changes to State Senate districts 1-11, 13, and 23-24. A list of contacts for senators is available at <https://senate.michigan.gov/senators/senators/>.

## **2025 Election Updates**

• November 4, 2025 - Local General Election

**\*Petition Filing Deadline: July 22, 2025 by 4:00 p.m.**

- City Commission - Vote for no more than three, 4-year terms
- Library Board - Vote for no more than three, 4-year terms

Persons wishing to file as a candidate for the City Commission or Library Board for the November 4, 2025 election can pick up the required forms and informational materials at the City Clerk's Office during office hours Monday through Friday, 8:00 a.m. to 5:00 p.m.

## **Greenwood Cemetery & the Greenwood Cemetery Advisory Board (GCAB)**

The next meeting for the GCAB is scheduled for September 5, 2025. To view Greenwood Cemetery Advisory Board agendas and minutes, visit [www.bhamgov.org/GCAB](http://www.bhamgov.org/GCAB).

Also note that 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.

## **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](http://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, which 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. Visit [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities) to view all the available openings and apply at [bhamgov.org/boardapplication](http://bhamgov.org/boardapplication).

## **City Manager's Office**

### **Communications**

#### **Around Town e-newsletter**

The communications team is working on the July edition of the Around Town e-newsletter, which will include information about Day on the Town, the Police Department Open House, fireworks safety tips, the annual water quality report, new businesses and more. Follow [this link to view the June edition](#) of the Around Town e-Newsletter.



AROUND TOWN E-NEWSLETTER • JUNE 2025



### Receive Updates from Birmingham

Receive the latest news from Birmingham by signing up to receive our newsletter and alerts at [bhamgov.org/enews](http://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](http://bhamgov.org/communications) to view all City communication tools.

### BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

| Meeting | Topic                                        | Dates Addressed    | Status                |
|---------|----------------------------------------------|--------------------|-----------------------|
| 5/19/25 | Subsidize parking for minimum wage employees | 5/19/25            | Commission to discuss |
| 5/5/25  | Service standards                            | 5/5/25             | In progress           |
| 5/5/25  | Tree related resident communication          | 5/5/25             | In progress           |
| 5/5/25  | Resident survey                              | 5/5/25             | In Progress           |
| 1/27/25 | Business Recycling Practices                 | 1/27/25            | In Progress           |
| 1/27/25 | Information Technology Advisory Board        | 1/27/25<br>3/10/25 | On hold               |
| 9/23/24 | Code of Conduct for Landscapers              | 9/23/24            | In progress           |
| 5/20/24 | RFP Process                                  | 6/3/24<br>7/22/24  | In progress           |

### Department of Public Services

#### July is Parks and Recreation Month

This July marks the 40th anniversary of Parks and Recreation Month, as celebrated by the National Recreation and Parks Association. The designation is designed to celebrate parks and recreation professionals and the contributions they make to the communities they serve.

This year's theme, "Build Together, Play Together", is especially fitting considering the upcoming park projects that are on the horizon. The DPS is also exploring some new ideas to encourage residents to discover more of our wonderful parks and trails. The department is planning for a fun self-guided scavenger hunt that would motivate people to visit parks they might not usually explore. Residents can pick up a Scavenger Hunt form at the Parks and Recreation office located at the Birmingham Ice Arena and once complete, turn it in to receive a prize.

We believe offering this and other high quality programs will help people connect and play, build family bonds and memories, construct thriving communities, foster inclusivity, and advance our sustainability efforts for the benefit of future generations.

## **Engineering Department**

### **APWA Award**

Lincoln Hills Tee No. 1 received the Michigan Chapter of the American Public Works Association (APWA) 2024 Project of the Year Award for Quality of Life less than \$1 million on Thursday, May 22, 2025.

### **S. Eton Transportation Alternative Program (TAP) Grant Award**

The City received a \$2.2 million TAP grant for S. Eton to install bike lanes from 14 Mile Road to Maple Road. The design will occur from the end of 2025 through the beginning of 2026, with construction scheduled to commence in 2026.

### **EPA Grant Award**

The City received notification of an award from the U.S. Environmental Protection Agency (EPA) for \$1.3 million to make repairs to the City's combined sewer system.

### **City Construction Projects**

#### Arlington, Shirley, and Brandon Project:

The contractor is currently working on punchlist items and should have them completed by the end of this month.

#### 2024-2025 Concrete Repair Program:

The contractor is currently working on this program and should have it completed in July. This program includes sidewalk repairs to Residential Area 7, which is from the Rouge River east to Adams Road and Maple Road north to the City limits, Downtown Area 1A, which is Maple Road and west of N. Old Woodward within the downtown district, concrete pads for three new bus shelters and eleven new bike rack areas, sidewalk replacements at Shain Park, parking lot repairs at Fire Station 1, and scattered sidewalk, alley, and concrete street patches throughout the City.

#### 2024 Resurfacing Program:

The contractor will start on Birmingham Blvd the week of June 23, weather permitting, and will have it completed by July 3.

#### 2023-2024 and 2024-2025 Cape Seal Program:

The contractor is in town starting work on this project, which will continue through July. Residents on these streets will receive notifications through letters, flyers, and emails about the status of construction.

#### Oakland and Haynes Project:

The contractor will be working on punchlist items and should have them completed by August.

#### Traffic Signal Mast Arm Project:

This month the contractor will be starting construction on the three remaining locations: Brown and Southfield, Maple and Elm/Poppleton, and Maple and Adams. Information will be posted on the City's social media outlets about construction information.

#### N. Adams Resurfacing Project:

The contractor started work on the water main and should have it completed by the end of this month. Work within the roadway started on June 16 with road closures and lane closures occurring.

#### Bird Ave. Phase 1A Project (Pierce Street to Grant Street):

The contractor began this project with sewer installation during the week of June 16, beginning near Pierce Street and working their way east.

#### Wimbledon Phase 1 Project (Woodward Ave to Oxford Street):

Construction on this project is projected to start in July. The Engineering Department will issue a letter to adjacent property owners prior to the start of construction.

#### Quarton Lake Cleanout:

The City will have a pre-construction meeting toward the end of this month, with construction starting in July. The Engineering Department will issue letters and pass out notices prior to starting this project, and information will be shared on social media.

#### Maple Road Patching Program:

Concrete patching will occur within the City limits on Maple Road from S. Eton to Coolidge Highway. The contractor is working with the railroad company to secure their permit. The City will advise residents about construction timing through social media and mail letters to property owners in the project area.

### **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.

### **Consumers Energy Project**

Consumers Energy will be restoring areas from this year's project:

- Birmingham Blvd: Lincoln to 14 Mile Road
- Maryland Blvd: Lincoln to Southlawn
- Shipman Blvd: Lincoln to Northlawn
- Washington Blvd: Lincoln to 14 Mile Road

For more information regarding this project, contact Consumers Energy by following these items:

- General construction – Gas Construction Operations: (517) 768-3640
- Relight pilot lights after gas service interruption: (800) 477-5050
- Landscaping, grass, road, and sidewalks: (844) 660-3477

For more information about these projects or programs, please contact the Engineering Department at (248) 530-1840.

### **Fire Department**

#### **Birmingham Fire Department Conducts CPR Training for Senior Men's Club**

On Wednesday, June 11, 2025, the Birmingham Fire Department conducted a CPR training session for approximately 25 members of the Senior Men's Club of Birmingham at Next. This initiative is part of the department's ongoing commitment to community outreach and public safety education.

The department aims to expand these educational efforts in collaboration with Next and other local organizations. A similar event is already scheduled for the fall with the Bloomfield Hills Garden Club, continuing the department's mission to promote life-saving skills throughout the community.



## **Human Resources**

### **New Hires**

The City of Birmingham extends warm congratulations to our newly hired employees as of June 17, 2025. Their skills, expertise and enthusiasm are a valuable addition to our team. We welcome them to the City of Birmingham!

| <b>Department</b> | <b>Name</b>             | <b>Position</b>            | <b>Type</b> |
|-------------------|-------------------------|----------------------------|-------------|
| DPS - Golf        | Nathan Schultz          | Golf Maintenance & Service | Seasonal    |
| DPS - Golf        | Grace Callaghan         | Golf Maintenance & Service | Seasonal    |
| DPS - Parks       | Morgan Struthers        | Seasonal Parks Laborer     | Seasonal    |
| Library           | Tess Coleman            | Library Assistant          | Part Time   |
| Library           | Candace Greer-Jefferson | Substitute Librarian       | Part Time   |
| DPS - Golf        | Evelyn Jessup           | Jr. Ranger                 | Seasonal    |
| DPS - Golf        | Stephen Schneider       | Golf Maintenance & Service | Seasonal    |
| DPS - Golf        | Jack Goldstein          | Golf Maintenance & Service | Seasonal    |
| Engineering       | Brian Bialik            | Sr. Engineering Tech       | FT (AFSCME) |
| DPS - Golf        | Brice Heger             | Jr. Ranger                 | Seasonal    |
| DPS - Golf        | Myles Henderson         | Jr. Ranger                 | Seasonal    |
| DPS - Golf        | Reagan Johnson          | Golf Maintenance & Service | Seasonal    |
| DPS - Golf        | Kayden Murphy           | Jr. Ranger                 | Seasonal    |
| DPS - Golf        | Dylan Odonnell          | Jr. Ranger                 | Seasonal    |
| DPS - Golf        | Paige Oltersdorf        | Jr. Ranger                 | Seasonal    |
| DPS - Golf        | Riley Roth              | Jr. Ranger                 | Seasonal    |
| DPS - Golf        | Tyler Bykaylo           | Jr. Ranger                 | Seasonal    |
| BSD               | Anderson Tighe          | BSD Assistant              | Seasonal    |

## June 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                | Paul       | McCaffrey    | DPS        | SSW Operator                   |
| 1                | Hoon       | Lee          | Parking    | Parking Facilities Maintenance |
| 1                | Mike       | Valle        | Parking    | Parking Facilities Maintenance |
| 2                | Lauren     | Gieraltowski | Building   | Clerical                       |
| 2                | Katherine  | Abela        | DPS        | Clerical Assistant PT          |
| 2                | Megan      | Gusho        | Library    | Library Page                   |
| 2                | Jennifer   | Halpern      | Library    | Library Assistant              |
| 2                | Sebastian  | Hernandez    | Library    | Library Page                   |
| 2                | Amina      | Jawad        | Library    | Library Page                   |
| 3                | Aaron      | Ford         | Parking    | Parking System Manager         |
| 4                | Dushawn    | Brandy       | Fire       | Firefighter/EMT                |
| 4                | Jeremy     | Shultz       | Fire       | Firefighter/EMT                |
| 4                | Jennifer   | Hassell      | Library    | Librarian                      |
| 5                | Morgan     | Webb         | Finance    | Accounting Administrator       |
| 5                | Antoinette | Licari       | Police     | Police Dispatcher              |
| 10               | Seth       | Barone       | Police     | Police Officer                 |

|    |         |            |                      |                         |
|----|---------|------------|----------------------|-------------------------|
| 10 | Michael | Manzo      | Police               | Police Sergeant         |
| 11 | Grant   | Ankney     | Fire                 | Firefighter/EMT         |
| 11 | Adam    | Knowles    | Fire                 | Fire Lt                 |
| 12 | Mark    | Mischle    | Fire                 | Fire Lt                 |
| 21 | Kristen | Tait       | Library              | Library Department Head |
| 22 | Matthew | Bartalino  | Fire                 | Asst. Fire Chief        |
| 22 | Ryan    | Kearney    | Police               | Police Captain          |
| 23 | David   | Bianchette | Building Maintenance | Building Maintenance    |
| 23 | Debra   | Gantz      | Library              | Substitute Librarian    |
| 24 | Daniel  | O'Brien    | Library              | Library Page            |

### 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](http://www.bhamgov.org/jobs).

| Department | Position                          | Type               | Status               |
|------------|-----------------------------------|--------------------|----------------------|
| DPS        | Ice Arena Concessions/Maintenance | Part Time          | Open Until Filled    |
| DPS        | Parks Seasonal                    | Seasonal           | Open Until Filled    |
| DPS        | Golf Seasonal                     | Seasonal           | Open Until Filled    |
| Building   | Plumbing and Mechanical Inspector | Full Time (AFSCME) | Open Until Filled    |
| HR         | HR Generalist                     | Full Time          | Reviewing Applicants |
| Police     | Dispatcher                        | Part Time          | Onboarding           |

|                |                         |                    |            |
|----------------|-------------------------|--------------------|------------|
| DPS            | Recreation Coordinator  | Full Time (AFSCME) | Onboarding |
| BSD            | Events & Farmers Market | Seasonal           | Onboarding |
| Clerk's Office | Election Coordinator    | Part Time (AFSCME) | Onboarding |

## **Planning Department**

### **Planning Board**

The Planning Board has reviewed 12 site plans so far this year, and is expecting applications to be steady moving into the summer. Meanwhile, the Planning Board continues to perform study sessions, pre-application discussions, and other related work. In addition, the Planning Board is preparing to embark on the major Zoning Ordinance update that is the next natural progression of the Birmingham Plan 2040.

A tentative Planning Board list of scheduled and/or recently completed items is provided below:

1. 163 W. Maple – Origins Café – Final Site Plan & Design Review (5/28/25 – POSTPONED FROM 4/23/25)
  - Request for New Outdoor Dining Platform in W. Maple Right-of-Way.
  - **Project was approved by the Planning Board on 5/28/25.**
2. 298 S. Old Woodward – Daxton Hotel – Special Land Use Permit Amendment, Final Site Plan & Design Review (5/28/25)
  - Request to Modify Required Off-Street Loading Facility.
  - **Project was recommended for approval by the Planning Board on 5/28/25.**
  - **Board of Zoning Appeals granted dimensional variance of 1 usable off-street loading space**
  - Request for New Outdoor Dining Facility in W. Maple Right-of-Way.
3. 283 Hamilton Row – Marrow – Final Site Plan & Design Review (6/11/25)
  - Request for New Outdoor Dining Facility in Hamilton Row Right-of-Way.
  - **Project was approved by the Planning Board on 6/11/25.**
4. Impervious Surface – Public Hearing (6/11/25)
  - A review of the definition of impervious surface and open space requirements in the City.
  - **Project was recommended for approval by the Planning Board on 6/11/25.**
5. 479 S. Old Woodward – Birmingham Tower – Special Land Use Permit, Final Site Plan & Design Review – (6/25/25 – POSTPONED FROM 5/28/25))
  - Request to modify the floor plans and parking requirements at an approved 5-story mixed-use building.
6. Child Care Ordinance – Public Hearing (7/9/25)
  - A review of the City's childcare standards related to Family Child Care Homes and Group Child Care Homes as it related to definitions, use specific standards, permitted zoning districts, and other issues.
7. Triangle District Bonus Height Provisions Phase 2 – Study Session – (7/9/25)
  - A continuation of the review of the available provisions to receive additional building height in the current Triangle District of Birmingham.
8. 168 W. Maple – Teuta – Final Site Plan & Design Review (7/23/25 – POSTPONED FROM 6/11/25)



## **Historic District Commission (HDC) & Design Review Board (DRB)**

### Historic Preservation Master Plan – Study Session (6/4/25)

The HDC and City staff are developing an organized, holistic, and long-range Historic Preservation Master Plan to help guide preservation efforts into the future.

## **Environmental Sustainability Committee (ESC)**

The ESC held a meeting on June 23, 2025. At the meeting, the ESC reviewed a first draft of the Community Engagement Plan, which is a key component of the Birmingham Green: Healthy Climate Plan. In addition, the ESC continued working through recommendations for leaf blowers, as directed by the City Commission.

## **Police Department**

### **North American Active Assailant Conference**

Several Birmingham police officers and dispatchers attended the 8th Annual North American Active Assailant Conference (NAAAC) hosted by the Oakland County Tactical Consortium (OakTac) and the Michigan State Police. It included topics regarding critical incident and mass casualty considerations. While we wish such conferences weren't necessary, they unfortunately are, and organizers offered the most contemporary, informative, and comprehensive program possible.

### **SMIP Conference**

Chief Grewe attended the Senior Management Institute for Police (SMIP) at Boston University School of Law. SMIP is a demanding three-week course that brings together faculty from top universities, successful law enforcement chief executives, and subject matter experts from the private sector to provide intensive training in the latest management theories and practices, innovative solutions to organizational problems, and discussions of important issues in managing public service organizations effectively.

### **2025 Village Fair recap and future planning**

The Village Fair completed its 60th year of operation in the City of Birmingham. Thousands of people attended, and as expected, there was an increase in calls for service due to the crowds. The Police Department had a large contingent of officers dedicated to the fair and the downtown, allowing for swift action when necessary.

Police planning and staffing for special events is dynamic. Future Village Fairs will require further reviews for safety measures and staffing requirements. A list of the police incidents that occurred over the four-day 2025 Village Fair is as follows:

#### **Friday May 30**

- Vehicle/Pedestrian Accident
- Verbal Dispute
- Assault/Obstructing Police/Breach of Peace
- Crowd dispersal/Possible Fight – no victims or suspects located
- Assault / Breach of Peace
- Disorderly Conduct
- Public Marijuana Use
- Disorderly Conduct

#### **Saturday May 31**

- Assault
- Verbal Dispute
- Disorderly Conduct
- Crowd dispersal request
- Reported Fight in Progress – no suspects/victims located

**Sunday June 1**

- Probation Violation/Family Trouble
- Assault
- Trespassing
- Minor in Possession/Open Intoxication

**Parking Systems Update****Advisory Parking Committee – Park Garage Monthly Parking Rate Discussion**

At the June Advisory Parking Committee (APC) meeting, the committee discussed the idea of increasing the rate for monthly parking at the Park Garage. Since the new year, the Park Garage has consistently been one of the busier garages and there is now a waitlist for monthly parking passes. Due to an increase in new businesses in the area, the garage periodically fills to capacity on Tuesdays and Wednesdays. The APC reasoned an increased rate could encourage monthly parkers to park at other garages (i.e. Chester) that are cheaper and not as busy, and to increase revenue to help pay for the variety of capital repair projects that are planned.

**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**

July – no workshop

August – Unimproved Roads

September – Jim Nash, Oakland County Water Resources Commissioner

October – Police Department/Building Security

November – City Commission Organization



## MEMORANDUM

Planning Department

**DATE:** June 9, 2025

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

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** Public Hearing for 185 N. Old Woodward – Bell Bistro – Special Land Use Permit Amendment and Final Site Plan & Design Review

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### INTRODUCTION:

The applicant has submitted a Special Land Use Permit Amendment and Final Site Plan & Design Review application to modify the current approved outdoor dining patio in front of the building. The current outdoor dining patio consists of one table and 4 chairs located directly in front of the newly renovated storefront.

The subject site, 185 N. Old Woodward, is located in Downtown Birmingham in the B4 (Business-Residential) and D4 (Downtown Overlay) zoning districts. Bell Bistro has inhabited this site since 2014, and was formerly known as the Mad Hatter. In 2022, the restaurant was approved for a Special Land Use Permit (SLUP) amendment to perform significant renovations to the concept, the interior, and the exterior of the space. The bistro is currently approved with 64 seats inside and 4 seats outside.

### BACKGROUND:

On April 23, 2025 ([Agenda](#) - [Video](#)), the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 185 N. Old Woodward – Bell Bistro – subject to the following conditions:

1. The applicant must submit revised site plans demonstrating the quantity and placement of all required outdoor dining elements including the trash receptacles;
2. The approval is contingent upon the approval of the outdoor dining plan consistent with the entire proposal shown here for Paris Baguette, including whatever approval is necessary from the owner of the building to the south, if any;
3. The applicant will be required to confirm the approval from the property owner immediately to the south of Bell Bistro pursuant to Article 4, Section 4.44 (B)(4) of the Zoning Ordinance;
4. The applicant must maintain a valid outdoor dining permit; and,
5. The applicant must comply with all requests of City Departments.

At this time, the applicant has provided revised plans addressing the conditions of the Planning Board. The updated plans are provided as a part of this report.

**LEGAL REVIEW:**

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

**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 increasing, thus the permit fees will be increasing based on the market value of the area of land being leased, which is calculated annually.

**SUSTAINABILITY:**

There are no direct sustainability considerations as a part of this Special Land Use Permit Amendment.

**DESIGN CONSIDERATIONS:**

Generally speaking, the design of the new outdoor dining facility is of a high quality and fits the aesthetics of Downtown Birmingham. The proposal to consolidate the outdoor dining facilities for Bell Bistro and Paris Baguette should provide for a better urban condition and a clear walking path for pedestrians on N. Old Woodward.

**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 April 23, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site. Similar notices were provided in advance of the public hearing at the City Commission on June 23, 2025.

**SUMMARY:**

The Planning Department requests that the City Commission consider the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 185 N. Old Woodward, to permit the modification of the current approved outdoor dining facility in front of the building and increase the number of seats from 4 to 22.

**ATTACHMENTS:**

Please see attached the following documents:

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

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 185 N. Old Woodward, to permit the modification of the current approved outdoor dining facility in front of the building and increase the number of seats from 4 to 22.

**Bell Bistro  
185 N. Old Woodward  
Special Land Use Permit Amendment 2025**

WHEREAS, The City Commission granted the original Special Land Use Permit and Final Site Plan and Design Review approval for the Mad Hatter at 185 N. Old Woodward on February 13, 2014;

WHEREAS, The City Commission granted Special Land Use Permit Amendment and Final Site Plan and Design Review approval for a new concept, Bell Bistro, in the existing space at 185 N. Old Woodward on July 11, 2022;

WHEREAS, A Special Land Use Permit Amendment and Final Site Plan & Design Review application was filed in March 2025 seeking approval to modify the current approved outdoor dining facility in front of the building and increase the number of seats from 4 to 22.;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of N. Old Woodward at the intersection of N. Old Woodward and Hamilton Row;

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 April 23, 2025 reviewed the application for Special Land Use Permit Amendment and Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated April 23, 2025 related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend approval to the City Commission of the modification of the outdoor dining facility in front of the building and increase the number of seats from 4 to 22 with the following conditions;

1. The applicant must submit revised site plans demonstrating the quantity and placement of all required outdoor dining elements including the trash receptacles;
2. The approval is contingent upon the approval of the outdoor dining plan consistent with the entire proposal shown here for Paris Baguette, including whatever approval is necessary from the owner of the building to the south, if any;
3. The applicant will be required to confirm the approval from the property owner immediately to the south of Bell Bistro pursuant to Article 4, Section 4.44 (B)(4) of the Zoning Ordinance;
4. The applicant must maintain a valid outdoor dining permit; and,
5. The applicant must comply with all requests of City Departments.

WHEREAS, The Birmingham City Commission has conducted a public hearing on June 23, 2025, and has reviewed the Special Land Use Permit Amendment and Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, sections

7.27 and 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, Sections 7.27 and 7.36 of the Zoning Ordinance and other applicable standards in the City Code have been met, subject to the conditions below, and that Bell Bistro's application for a Special Land Use Permit Amendment and Final Site Plan & Design Review at 185 N. Old Woodward 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. Bell Bistro shall abide by all provisions of the Birmingham City Code.
2. Bell Bistro shall comply with the approved site and design plans and any amendments thereto.
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, Bell Bistro 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 Bell Bistro 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 Bell Bistro is recommended for approval of a modification of the current approved outdoor dining facility in front of the building and to increase the number of seats from 4 to 22 at 185 N. Old Woodward, 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 June 23, 2025.

---

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

## **CONTRACT FOR A SPECIAL LAND USE PERMIT 185 N. OLD WOODWARD – BELL BISTRO**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between **RAM RESTAURANT GROUP, INC.**, whose address is 501 Lewis St., Birmingham, MI 48009 (hereinafter referred to as "Bell Bistro"), **BIRMINGHAM RIVERSIDE, LLC**, whose address is 5785 Clearview Dr., Troy, MI 48098 ("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 the original Special Land Use Permit, Final Site Plan and Design Review approval for the Mad Hatter at 185 N. Old Woodward on February 13, 2014;

**WHEREAS**, The City Commission granted Special Land Use Permit Amendment and Final Site Plan and Design Review approval for a new concept, Bell Bistro, in the existing space at 185 N. Old Woodward on July 11, 2022;

**WHEREAS**, A Special Land Use Permit Amendment and Final Site Plan & Design Review application was filed in March 2025 seeking approval to modify the current approved outdoor dining facility in front of the building and increase the number of seats from 4 to 22.;

**WHEREAS**, The land for which the Special Land Use Permit is sought is located on the west side of N. Old Woodward at the intersection of N. Old Woodward and Hamilton Row;

**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 April 23, 2025 reviewed the application for Special Land Use Permit and Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated April 23, 2025 related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend approval to the City Commission of the modification of the outdoor dining facility in front of the building and increase the number of seats from 4 to 22 with the following conditions;

1. The applicant must submit revised site plans demonstrating the quantity and placement of all required outdoor dining elements including the trash receptacles;

2. The approval is contingent upon the approval of the outdoor dining plan consistent with the entire proposal shown here for Paris Baguette, including whatever approval is necessary from the owner of the building to the south, if any;
3. The applicant will be required to confirm the approval from the property owner immediately to the south of Bell Bistro pursuant to Article 4, Section 4.44 (B)(4) of the Zoning Ordinance;
4. The applicant must maintain a valid outdoor dining permit; and,
5. The applicant must comply with all requests of City Departments.

**WHEREAS,** The Birmingham City Commission has conducted a public hearing on June 23, 2025, and has reviewed the Special Land Use Permit and Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, sections 7.27 and 7.36 of Chapter 126, Zoning, of the City Code.

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

1. Bell Bistro 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. Bell Bistro 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 Bell Bistro shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Bell Bistro 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. Bell Bistro 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. Bell Bistro acknowledges that outdoor dining is permitted with a valid Outdoor Dining License which is applied for and granted annually.

5. Bell Bistro 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. Bell Bistro 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. Bell Bistro agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

8. Bell Bistro 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 Bell Bistro from operating the establishment. Bell Bistro 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. Bell Bistro 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, Bell Bistro and any entity or person for whom Bell Bistro 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 Bell Bistro's operation of an establishment at the Property. Bell Bistro is not liable if the act or omission is the City's.

10. In the event Bell Bistro 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. Bell Bistro shall abide by all provisions of the Birmingham City Code.
2. Bell Bistro shall comply with the approved site and design plans and any amendments thereto.
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.

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

16. Except as herein specifically provided, Bell Bistro 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 Bell Bistro 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. Bell Bistro 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 Bell Bistro. 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.

**RAM RESTAURANT GROUP, INC.** (Bell Bistro)

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 **RAM RESTAURANT GROUP, INC.** to do so signed this Agreement.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

**BIRMINGHAM RIVERSIDE, 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 **BIRMINGHAM RIVERSIDE, 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

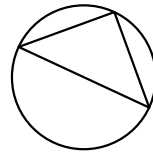
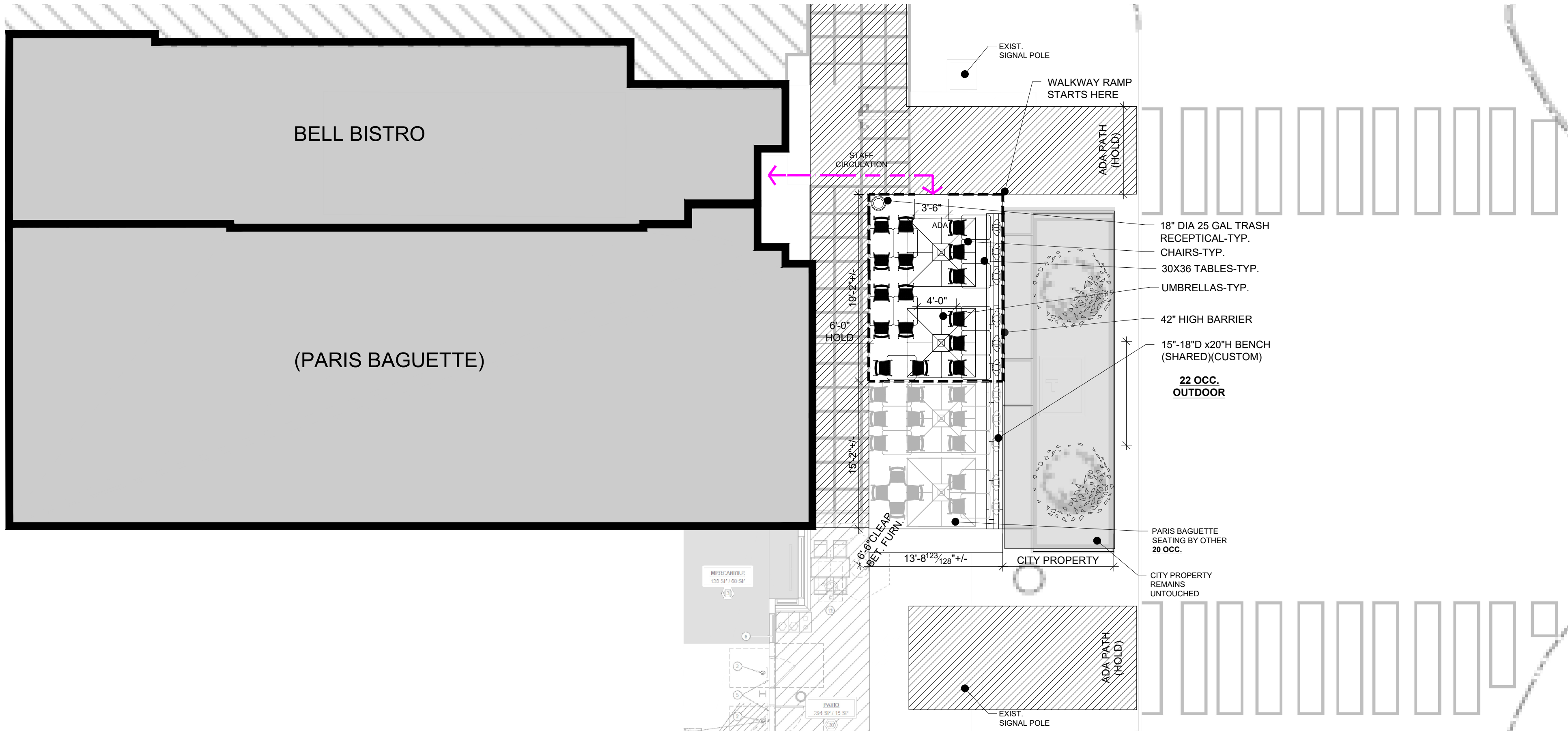
APPROVED:

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

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

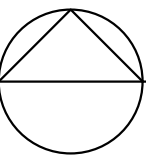
\_\_\_\_\_  
Mary M. Kucharek, City Attorney  
(Approved as to form)





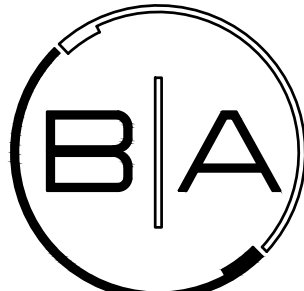
**OUTDOOR FURNITURE SCHEMATIC PLAN**

SCALE: 1/8" = 1'-0"



**LOCATION MAP**

NO SCALE



**BOWERS+ASSOCIATES, INC.**  
2400 SOUTH HURON PARKWAY  
ANN ARBOR, MI 48104  
P: 734-975-2400  
WWW.BOWERSARCH.COM

CONSULTANT + NAME

PROJECT + INFORMATION  
**BELL BISTRO  
(OUTDOOR SEATING)**  
185 OLD NORTH WOODWARD AVE  
BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

**23-312**

ISSUE + DATE

|              |         |
|--------------|---------|
| 07 MAR 2025  | PERMIT  |
| 25 MAR 2025  | OWN REV |
| 28 MAR 2025  | PERMIT  |
| 16 APR 2025  | PERMIT  |
| 06 MAY 2025  | OWN REV |
| 03 JUNE 2025 | REVIEW  |

SHEET + TITLE  
**OUTDOOR  
SEATING PLAN**

SHEET + NUMBER

**SP-200**





## MEMORANDUM

Planning Department

**DATE:** April 23, 2025

**TO:** Planning Board Members

**FROM:** Nick Dupuis, Planning Director

**SUBJECT:** 185 N. Old Woodward – Bell Bistro – Special Land Use Permit Amendment, Final Site Plan & Design Review

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The subject site is located on the west side of N. Old Woodward at the intersection of N. Old Woodward and Hamilton Row. The applicant is applying for a new outdoor dining facility in the N. Old Woodward right-of-way. The uniqueness of the streetscape in this area at a “T” intersection created a large open space where there currently exist two large granite benches. The area is currently inhabited seasonally by the outdoor dining facility for the neighboring business, Paris Baguette. The proposal would condense the existing seating for Paris Baguette to provide for a larger outdoor dining facility for Bell Bistro, which currently has approval to provide one single table (4 chairs) in front of their storefront. The new outdoor dining facility for Bell Bistro would consist of 22 seats, while the outdoor dining patio for Paris Baguette would increase from 16 seats to 20 seats. **Although closely related, the application submitted is for Bell Bistro only. Paris Baguette will be expected to apply for an Administrative Approval application to update their outdoor dining facility plans should the application for Bell Bistro be approved by the City Commission.**

There are several other outdoor dining facilities on the same block north of Maple including Starbucks and Sweet Green. There are no other changes proposed to the subject building or site.

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.

As noted above, Bell Bistro received Special Land Use Permit, Final Site Plan and Design Review approval from the City Commission on July 11, 2022 ([Agenda](#) – [Minutes](#)). The approval was granted for major renovations to the bistro space and a concept shift from the Mad Hatter to Bell Bistro. The original approval included the outdoor dining required for bistros, but was limited to a single 4-top table in front of the windows.

## **1.0 Land Use and Zoning**

1.1 Existing Land Use – Two-story commercial building.

1.2 Zoning – B4 (Business-Residential) & D4 (Downtown Overlay)

1.3 Summary of Adjacent Land Use and Zoning –

|                                 | North                     | South                     | East                      | West                      |
|---------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| <b>Existing Land Use</b>        | Commercial                | Commercial                | Commercial                | Commercial                |
| <b>Existing Zoning District</b> | B4 (Business Residential) | B4 (Business Residential) | B4 (Business Residential) | B4 (Business Residential) |
| <b>Overlay Zoning District</b>  | D4                        | D4                        | D4                        | D4                        |

## **2.0 Setback and Height Requirements**

No changes are proposed to the footprint of the building.

## **3.0 Screening and Landscaping**

3.1 Dumpster Screening – There are no changes proposed to the dumpster or screening on site.

3.2 Parking Lot Screening – There are no off-street parking facilities on site.

- 3.3 Mechanical Equipment Screening – There are no changes proposed to the mechanical equipment or screening on site.
- 3.4 Landscaping – There are no changes proposed to the landscaping on site.
- 3.5 Streetscape – There are no changes proposed to the existing streetscape on site.

#### **4.0 Parking, Loading and Circulation**

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

#### **5.0 Lighting**

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

#### **6.0 Design Review**

The proposed outdoor dining platform is subject to several design requirements found in [Article 4, Section 4.44](#) of the Zoning Ordinance. In addition, the platform will be subject to the requirements of [Chapter 98, Article III, Sec. 98-71](#) of the City Code.

Bell Bistro is proposing to have 22 seats predominantly in an area located within the amenity zone of the N. Old Woodward right-of-way. The outdoor dining facility will consist of tables, chairs and umbrellas, and will be enclosed with a 42 in. high partition. All outdoor dining elements will be in shades of black to match the color scheme of the bistro establishment. The site plan indicates 6 ft. of continuous sidewalk space for pedestrian passage between the building frontage and the outdoor dining facility. The applicant does not show a trash receptacle within the outdoor dining facility, which is required. Thus, **the applicant must submit revised site plans demonstrating the quantity and placement of all outdoor dining elements including, but not limited to, overhead weather protection, heating elements, and trash receptacles.**

As is required for all outdoor dining facilities, the applicant will be required to obtain an Outdoor Dining Permit annually. As the proposed platform is located in the public right-



of-way, the applicant will be required to enter into a license agreement with the City as well. As a part of the annual outdoor dining permit process, the applicant is expected to pay fees to lease the total square footage of public property that is being utilized.

Finally, the proposed outdoor dining facility extends beyond the storefront of Bell Bistro to the south in front of the adjacent business, Paris Baguette. Although the two adjacent tenant spaces are within the limits of the same property, **the applicant will be required to confirm the approval from the property owner pursuant to [Article 4, Section 4.44 \(B\)\(4\)](#) of the Zoning Ordinance.**

## 7.0 Required Attachments

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

## 8.0 Approval Criteria

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

1. *The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.*
  - The proposed outdoor dining facility will not affect the open space requirements of the site, as it is located within the public right-of-way.
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.*

- There are no buildings proposed as a part of the Special Land Use Permit Amendment, Final Site Plan & Design Review application submitted.
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.*
    - There are no buildings proposed as a part of the Special Land Use Permit Amendment, Final Site Plan & Design Review application submitted.
  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 proposed outdoor dining facility provides for a bit more than the minimum required clear path at 6 ft. The facility is proposed to be wholly enclosed by a barrier, which will reduce conflicts between pedestrian and patrons of the outdoor dining facility.
  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.*
    - There are no buildings proposed as a part of the Special Land Use Permit Amendment, Final Site Plan & Design Review application submitted. Generally speaking, though, outdoor dining facilities are compatible with Downtown Birmingham and promote the spirit and purpose of the Zoning Ordinance.
  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.*
    - There is no required landscaped open space as a part of this project.

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.*
  - Outdoor dining facilities are 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.
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.
4. *The use is in compliance with all other requirements of this Zoning Ordinance.*
  - The use as an outdoor dining facility appears to be in compliance with the requirements of the Zoning Ordinance.
5. *The use will not be injurious to the surrounding neighborhood.*
  - The existing use is not expected to be injurious to the surrounding neighborhood.
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.

## **9.0 Recommendation**

Based on a review of the site plan submitted and the approval criteria of Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance, the Planning Department recommends that the Planning Board recommend **APPROVAL** to the City Commission the Special Land Use Permit, Final Site Plan & Design Review application for 185 N. Old Woodward – Bell Bistro – subject to the following conditions:

1. The applicant must submit revised site plans demonstrating the quantity and placement of all outdoor dining elements including, but not limited to, overhead weather protection, heating elements, and trash receptacles;
2. The applicant will be required to confirm the approval from the property owner pursuant to Article 4, Section 4.44 (B)(4) of the Zoning Ordinance;
3. The applicant must maintain a valid outdoor dining permit; and
4. The applicant must comply with all requests of City Departments.

**10.0 Sample Motion Language (Special Land Use Permit Amendment)**

Motion to adopt the findings of the Planning Department in the report dated April 23, 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 Amendment application for 185 N. Old Woodward – Bell Bistro – subject to the following conditions:

- 1. The applicant must submit revised site plans demonstrating the quantity and placement of all outdoor dining elements including, but not limited to, overhead weather protection, heating elements, and trash receptacles;
- 2. The applicant will be required to confirm the approval from the property owner pursuant to Article 4, Section 4.44 (B)(4) of the Zoning Ordinance;
- 3. The applicant must maintain a valid outdoor dining permit; and
- 4. The applicant must comply with all requests of City Departments.

**OR**

Motion to **POSTPONE** the Special Land Use Permit Amendment application for 185 N. Old Woodward – Bell Bistro – pending receipt of the following:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**OR**

Motion to recommend **DENIAL** of the Special Land Use Permit Amendment application for 185 N. Old Woodward – Bell Bistro – for the following reasons:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**11.0 Sample Motion Language (Final Site Plan & Design Review)**

Motion to adopt the findings of the Planning Department in the report dated April 23, 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 185 N. Old Woodward – Bell Bistro – subject to the following conditions:

- 1. The applicant must submit revised site plans demonstrating the quantity and placement of all outdoor dining elements including, but not limited to, overhead weather protection, heating elements, and trash receptacles;
- 2. The applicant will be required to confirm the approval from the property owner pursuant to Article 4, Section 4.44 (B)(4) of the Zoning Ordinance;

3. The applicant must maintain a valid outdoor dining permit; and
4. The applicant must comply with all requests of City Departments.

**OR**

Motion to **POSTPONE** the Final Site Plan & Design Review application for 185 N. Old Woodward – Bell Bistro – pending receipt of the following:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**OR**

Motion to recommend **DENIAL** of the Final Site Plan & Design Review application for 185 N. Old Woodward – Bell Bistro – for the following reasons:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_



LAW OFFICES

# ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN  
JESSICA A. HALLMARK  
JOHN W. KUMMER  
GREGORY K. NEED  
G. HANS RENTROP  
CHRISTOPHER J. TOWER

39572 Woodward, Suite 222  
Bloomfield Hills, Michigan 48304  
Telephone (248) 540-7400  
Facsimile (248) 540-7401  
[www.ANAfirm.com](http://www.ANAfirm.com)

OF COUNSEL:

PHILLIP G. ADKISON  
KEVIN M. CHUDLER  
JENNIFER H. ELOWSKY  
GARY R. RENTROP  
KATHERINE A. TOMASIK

March 7, 2025

Via Electronic Mail

Nicholas Dupuis, Planning Director  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48009  
[ndupuis@bhamgov.org](mailto:ndupuis@bhamgov.org)

**Re: Bell Bistro  
185 N Old Woodward Avenue  
Request to Amend Special Land Use Permit to Add Platform for Outdoor Dining**

Dear Mr. Dupuis:

Our firm represents RAM Restaurant Group, Inc., which does business as Bell Bistro at 185 N. Old Woodward.

Bell Bistro operates with a Bistro license under the City's Ordinances. As such, it is required to have outdoor dining.

Bell Bistro previously operated as Mad Hatter, under the same ownership. Mad Hatter had a platform directly in front of its business for years. Once North Old Woodward's streetscape was beautified, the parking space upon which the platform was placed was eliminated.

Enclosed for this request is the Special Land Use Application – Bistro and a diagram of the proposed platform.

The fee to the City in the amount of \$3,800 is being hand delivered to the Planning Department today.

Thank you for your consideration of this application. We, as always, look forward to working with you.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

  
Kelly A. Allen

/kjp  
Enclosures



## MEMORANDUM

Planning Department

DATE: June 9, 2025

TO: Jana Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for Lot Division of 1829 Norfolk (Parcel #19-35-480-001)

---

### INTRODUCTION:

The owner of 1829 Norfolk has applied to divide an existing lot into two buildable parcels. The existing bungalow will be demolished in favor of a new single-family house on each resulting lot.

### BACKGROUND:

The subject property is located on the eastern side of Norfolk across from the Birmingham Country Club and Pumphouse Park. 1829 Norfolk is a corner lot south of Wakefield. The division of the existing lot as proposed triggers a lot division review based on the Municipal Code standards of Chapter 102 of the Birmingham Code of Ordinances.

The requirements of Chapter 102 of the City Code of Ordinances dictates that in order for the City Commission to approve a lot division, three overarching standards must be met, which are analyzed below.

### Lot Division

The Subdivision Regulation Ordinance (Chapter 102, Section 102-53) requires that the following standards be met for approval of a lot division.

- (1) *All lots formed or changed by the division shall conform to the minimum requirements of chapter 126 of this Code for the zone district in which the property is located.*

The subject property is zoned R2 Single Family Residential. The resulting parcels are noted in the documents submitted as "Parcel A" and "Parcel B" and will have an area of 11,125 sq. ft. and 6,375 sq. ft. respectively, meeting the minimum lot size requirements of the Zoning Ordinance. As will be noted in the following section, the applicant will need to shift the property line for "Parcel B" to the north to meet the requirements for lot width. This shift will not create any issues for either parcel in regards to the area requirements in the R2 zoning district.

As noted above, the existing home will be demolished and two new homes will be constructed on the resulting lots. The plans indicate a building area on "Parcel A" on the north that appears to be developable in the future in accordance with all zoning requirements. A front setback of 29.96 ft. and a rear setback of 30 ft. is outlined on the plans with side setbacks of 5 ft. and 31.05 ft. As for "Parcel B" to the south, the plans also indicate a building area that appears to be developable in the future in accordance with all zoning requirements. Parcel B shows a front setback of 29.96 ft. and a rear setback of 30 ft. with side setbacks of 9 ft. and 5 ft.

Any new residential dwelling proposed in the future for either parcel on Norfolk will be subject to review from the Building Department and must meet all requirements of the Zoning Ordinance's R2 (Single Family Residential) zoning district.

**Accordingly, the applicant satisfies this requirement.**

- (2) *All residential lots formed or changed by the division shall have a lot width, as defined in chapter 126, of not less than the average lot width of all lots on the same street within 300 feet of the lots formed or changed and within the same zone district.*

According to the documentation provided by the applicant, the average lot width on Norfolk within 300 ft. of the subject properties is 58.5 ft. The resulting lot widths are proposed to be 55 ft. and 66.97 ft. respectively, which would indicate that one of the two lots is less than the average within 300 ft. on the same street and same zone. **In order to satisfy the requirements of this section, the applicant must shift the lot line between parcels to the north by a minimum of 3.5 ft.**

**Should the applicant shift the lot line, the applicant will satisfy this requirement. The City Commission may approve the lot division conditionally and permit the Planning Department to work with the applicant to make the minor adjustment to the lot line.**

- (3) *The division will not adversely affect the interest of the public and of the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:*
- a. *The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use of appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.*
  - b. *The effect of the proposed division upon any flood plain areas, wetlands or other natural features and the ability of the applicant to develop buildable sites on each resultant parcel without unreasonable disturbance of such natural features.*
  - c. *The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.*



It does not appear that the location of proposed buildings or structures nor the location and nature of vehicular ingress or egress will hinder the development of adjacent land nor impair the value of said land.

The subject property is not located within the floodplain or soil erosion limit of a recognized stream, river, lake or other water body. The site does not appear to exhibit evidence of regulated wetlands or endangered species of flora and fauna. The proposed lot division does not appear to unreasonably disturb the natural features of the site.

The proposed lot division will not negatively affect the supply of light and air to adjacent properties. It will not negatively affect the capacity of essential public facilities. City departments have no objections to the proposed lot split.

**Accordingly, the applicant satisfies this requirement.**

**LEGAL REVIEW:**

The City Attorney has reviewed the application and has no objections related to the form or substance.

**FISCAL IMPACT:**

The demolition of one residential home and the construction of two new homes will increase the taxable value of the land.

**SUSTAINABILITY:**

There are no direct sustainability issues related to this agenda item in terms of current City policy. Naturally, the demolition of an existing home in favor of two new homes will have a significant carbon footprint, although it is expected that the new homes will be built to code which could increase the energy efficiency of the new homes.

**DESIGN CONSIDERATIONS:**

There are no design considerations for the proposed lot division.

**PUBLIC COMMUNICATIONS:**

As required for lot divisions, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the public hearing at the City Commission, and notices were sent out to all property owners and tenants within 300 ft. of the property.

**SUMMARY:**

The Planning Department requests that the City Commission consider the lot division of 1829 Norfolk resulting in two new parcels.

**ATTACHMENTS:**

- Registered Land Surveys
- Application Materials

**SUGGESTED ACTION:**

Make a motion adopting a resolution to approve the lot division of 1829 Norfolk into two parcels with the following condition:

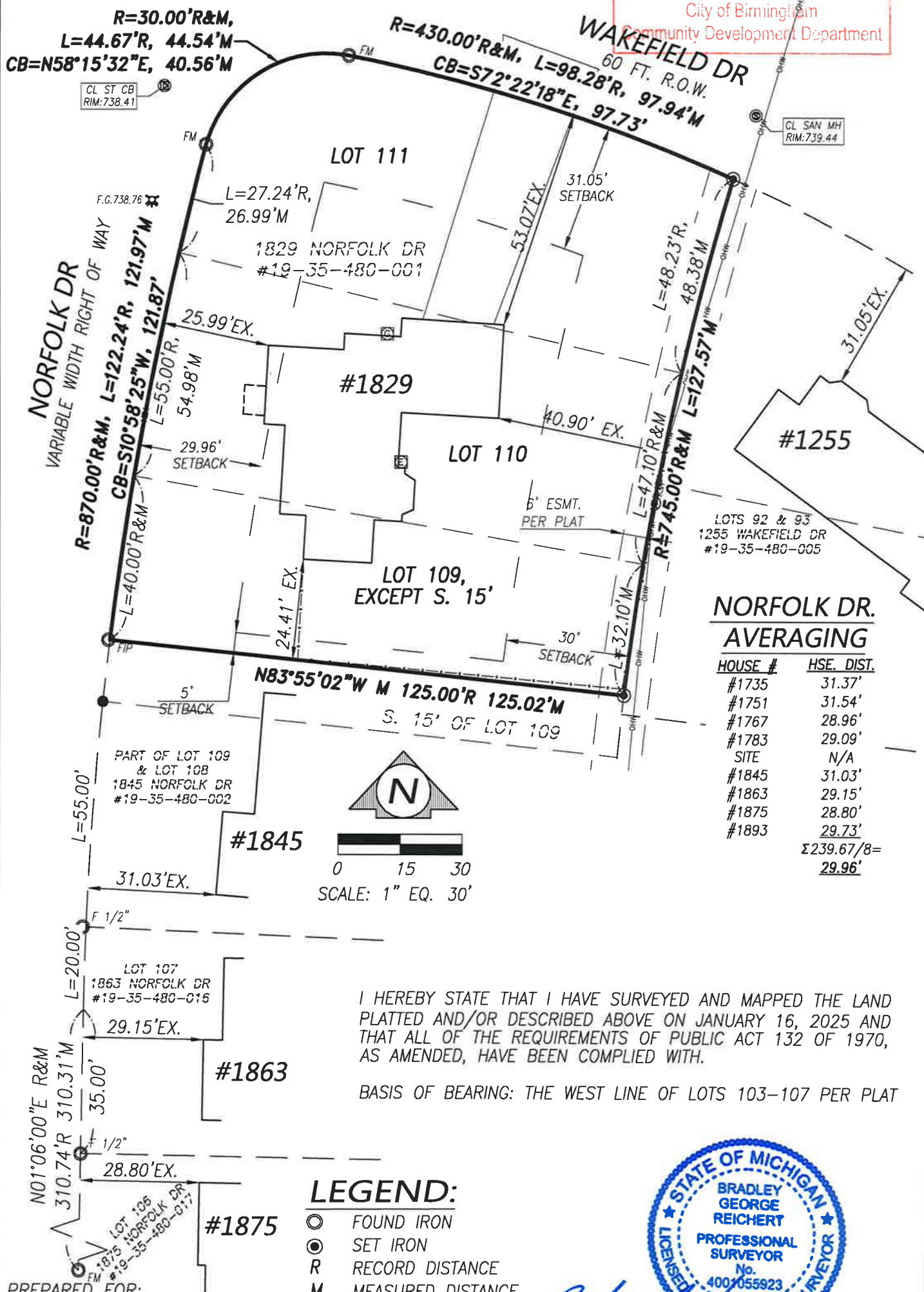
1. The applicant must shift the lot line to the north by a minimum of 3.5 ft. to satisfy the requirements of Chapter 102, Article 3, Sec. 102-53 of the City Code of Ordinances and provide the Planning Department with new surveys reflecting the change.

# EXISTING LOT CONFIGURATION

RECEIVED

LOT 109 EXCEPT THE S. 15.0', ALSO LOTS 110 & 111 OF "J. LEE BAKER CO'S. BIRMINGHAM HILLS SUB'N." OF PART OF THE E. 1/2 OF THE S.E. 1/4 OF SEC. 35, T.2N., R.10E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN L.41 OF PLATS, P.40, O.C.R.

APR 17 2025  
City of Birmingham  
Community Development Department



PREPARED FOR:  
LEX NOVUS PLC  
801 W. BIG BEAVER RD. STE. 401  
TROY, MI 48084  
(248) 581-0987

SHEET: 1 OF 4 BRADLEY GEORGE REICHERT P.S. #4001055923

Scale: 1"=30'  
Date: 2/19/25  
Job No. 24-165  
Drawn: B.G.R.

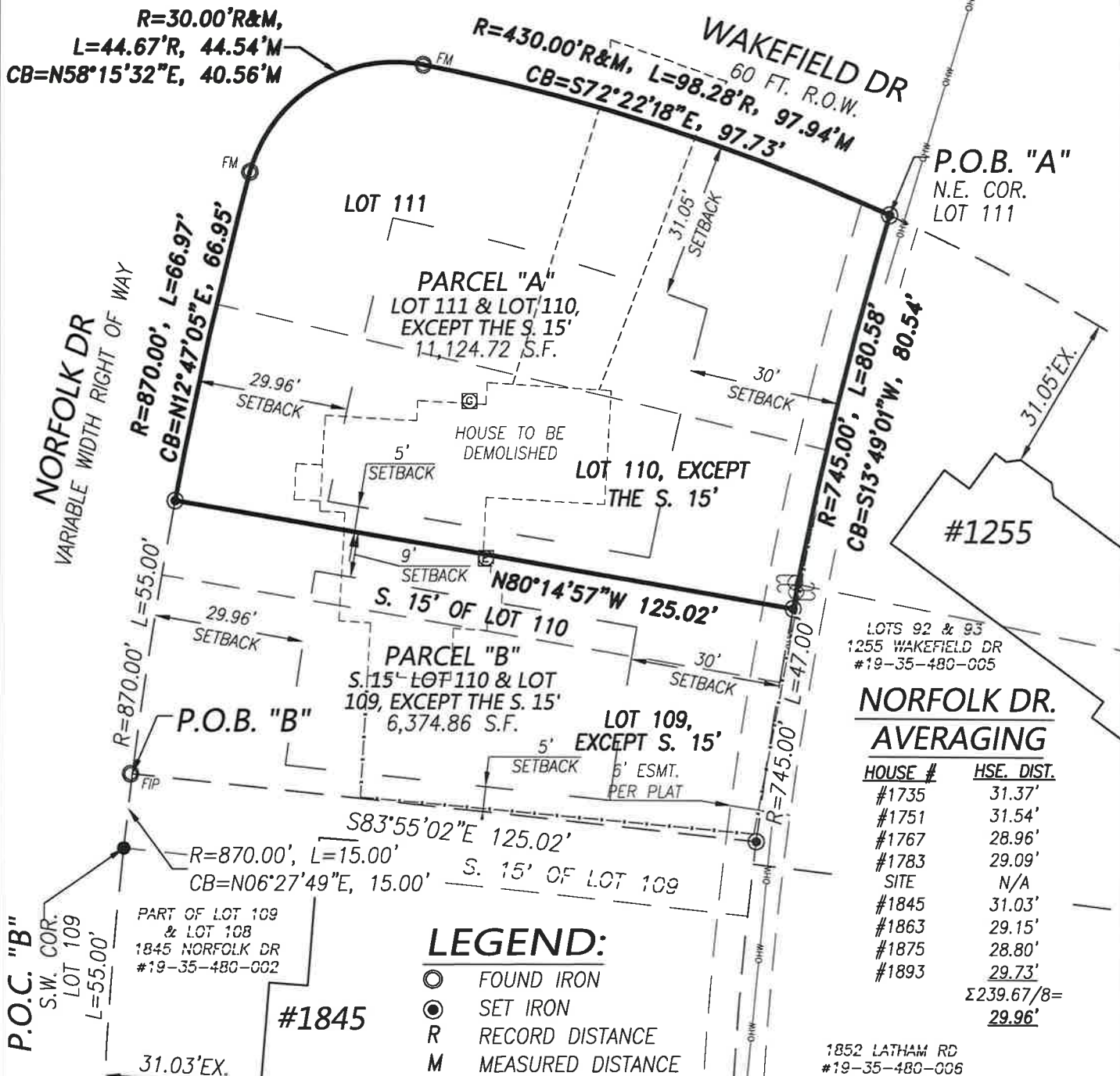
**REICHERT**  
SURVEYING INC.

P 248.651.0592 F 248.656.7099  
Mail@ReichertSurveying.com  
140 Flumerfelt Lane - Rochester, MI 48306

Date: Rev. By:

# CERTIFICATE OF SURVEY

PART OF LOT 110 AND ALL OF LOT 111 OF "J. LEE BAKER CO'S. BIRMINGHAM HILLS SUB'N."  
CITY OF BIRMINGHAM, OAKLAND CO., MICHIGAN AS RECORDED IN L.41 OF PLATS, P.40, O.C.R.



## ZONING:

ZONING: R-2 - SINGLE FAMILY RESIDENTIAL

### SETBACK:

FRONT: AVERAGE OF HOMES WITHIN 200 FT., IF NO HOMES WITHIN 200 FT., THEN 25 FEET

SIDE: 5 FT. MIN. / 14 FT. TOTAL  
9 FEET OR 10% OF TOTAL LOT WIDTH  
WHICHEVER IS LARGER FOR ONE SIDE YARD  
14 FEET OR 25% OF TOTAL LOT WIDTH  
WHICHEVER IS LARGER FOR BOTH SIDE YARDS;  
NO SIDE YARD SHALL BE LESS THAN 5 FT.

REAR: 30 FT.  
HEIGHT: 26 FT. TO MID ROOF

IF DETACHED GARAGE:

SIDE: 3 FT.

REAR: 3 FT.

OUT OF UTIL. ESMT.,  
INCLUDING OVERHANG.

MINIMUM LOT AREA: 6,000 SQ FT PER UNIT

MINIMUM OPEN SPACE: 40%

MAXIMUM LOT COVERAGE: 30%

PREPARED FOR:

LEX NOVUS PLC

801 W. BIG BEAVER RD. STE. 401

TROY, MI 48084

(248) 581-0987

I HEREBY STATE THAT I HAVE SURVEYED AND MAPPED THE LAND  
PLATTED AND/OR DESCRIBED ABOVE ON JANUARY 16, 2025 AND  
THAT ALL OF THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970,  
AS AMENDED, HAVE BEEN COMPLIED WITH.

BASIS OF BEARING: THE WEST LINE OF LOTS 103-107 PER PLAT

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE  
POLICY THEREFORE, ALL EASEMENT OF RECORD AND OTHER  
FACTORS RELEVANT TO TITLE MAY NOT BE SHOWN. CLIENT  
PROVIDED DESCRIPTION FOR PROPERTY.



SCALE: 1" EQ. 30'



SHEET: 2 OF 4 BRADLEY GEORGE REICHERT P.S. #4001055923

Scale: 1"=30'  
Date: 2/19/25  
Job No. 24-165  
Drawn: B.G.R.



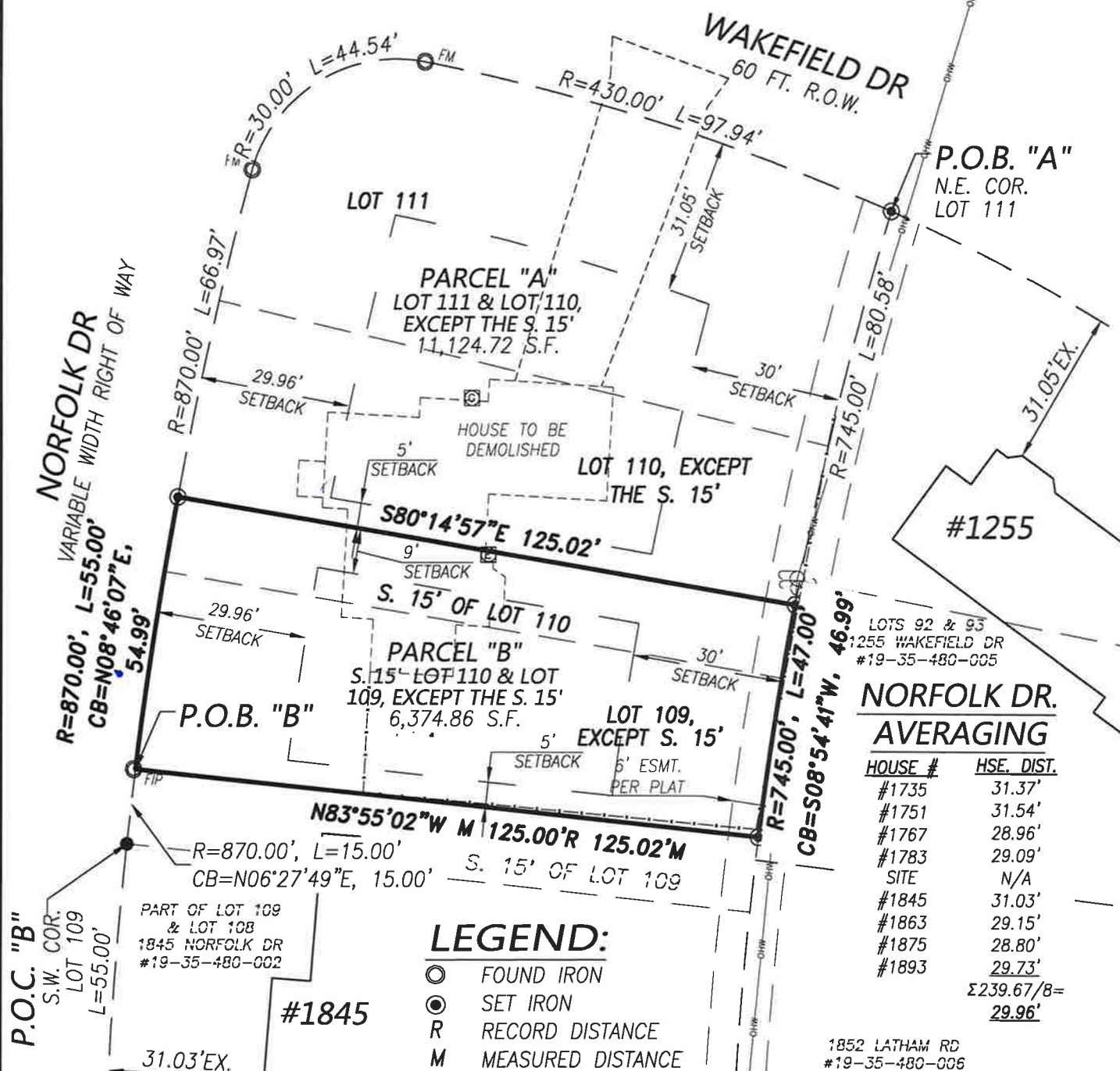
**REICHERT**  
SURVEYING INC.

P 248.651.0592 F 248.656.7099  
Mail@ReichertSurveying.com  
140 Flumerfelt Lane - Rochester, MI 48306

Date: Rev. By:



**PARTS OF LOTS 109 & 110 OF "J. LEE BAKER CO'S. BIRMINGHAM HILLS SUB'N."**  
CITY OF BIRMINGHAM, OAKLAND CO., MICHIGAN AS RECORDED IN L.41 OF PLATS, P.40, O.C.R.



**ZONING:** R-2 - SINGLE FAMILY RESIDENTIAL  
**SETBACK:**  
**FRONT:** AVERAGE OF HOMES WITHIN 200 FT., IF NO  
HOMES WITHIN 200 FT., THEN 25 FEET

SIDE: 5 FT. MIN. / 14 FT. TOTAL  
9 FEET OR 10% OF TOTAL LOT WIDTH  
WHICHEVER IS LARGER FOR ONE SIDE YARD  
14 FEET OR 25% OF TOTAL LOT WIDTH  
WHICHEVER IS LARGER FOR BOTH SIDE YARDS;  
NO SIDE YARD SHALL BE LESS THAN 5 FT.

REAR: 30 FT.  
HEIGHT: 26 FT. TO MID ROOF

IF DETACHED GARAGE:  
SIDE: 3 FT.  
REAR: 3 FT.  
OUT OF UTIL. ESMT.,  
INCLUDING OVERHANG.

MINIMUM LOT AREA: 6,000 SQ FT PER UNIT  
MINIMUM OPEN SPACE: 40%  
MAXIMUM LOT COVERAGE: 30%

PREPARED FOR:  
LEX NOVUS PLC  
801 W. BIG BEAVER RD. STE. 401  
TROY, MI 48084  
(248) 581-0987

I HEREBY STATE THAT I HAVE SURVEYED AND MAPPED THE LAND PLATTED AND/OR DESCRIBED ABOVE ON JANUARY 16, 2025 AND THAT ALL OF THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

BASIS OF BEARING: THE WEST LINE OF LOTS 103-107 PER PLAT

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE POLICY THEREFORE, ALL EASEMENT OF RECORD AND OTHER FACTORS RELEVANT TO TITLE MAY NOT BE SHOWN. CLIENT PROVIDED DESCRIPTION FOR PROPERTY.



0                      15                      30

SCALE: 1" EQ. 30'



SHEET: 3 OF 4 BRADLEY GEORGE REICHERT P.S. #4001055923

Scale: 1"=30'  
Date: 2/19/25  
Job No. 24-165  
Drawn: B.G.R.



**REICHERT  
SURVEYING INC.**

P 248.651.0592 F 248.656.7099  
Mail@ReichertSurveying.com  
140 Flumerfelt Lane - Rochester, MI 48306

|       |          |
|-------|----------|
| Date: | Rev. By: |
|-------|----------|

# LEGAL DESCRIPTIONS

**LEGAL DESCRIPTION PARCEL "A"**

**LOT 110, EXCEPT THE SOUTH 15.0 FT. AND ALL OF LOT 111 OF "J. LEE BAKER CO'S. BIRMINGHAM HILLS SUB'N."** OF PART OF THE E. 1/2 OF THE S.E. 1/4 OF SECTION 35, T.2N., R.10E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 41 OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS. BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE N.E. OF SAID LOT 111 OF SAID "J. LEE BAKER CO'S. BIRMINGHAM HILLS SUB'N.", THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 745.00 FT. AND AN ARC DISTANCE OF 80.58 FT., CHORD THAT BEARS S.13°49'01"W., 80.54 FT., THENCE N.80°14'57"W., 125.02 FT. TO THE WEST LINE OF SAID LOT 110; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 870.00 FT. AND AN ARC DISTANCE OF 66.97 FT., CHORD THAT BEARS N.12°47'05"E., 66.95 FT., THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FT. AND AN ARC DISTANCE OF 44.54 FT. (RECORDED AS 44.67 FT.), CHORD THAT BEARS N.58°15'32"E., 40.56 FT., THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FT. AND AN ARC DISTANCE OF 97.94 FT. (RECORDED AS 98.28 FT.), CHORD THAT BEARS S.72°22'18"E., 97.73 FT. TO THE POINT OF BEGINNING. CONTAINING 11,124.72 S.F.  
ADDRESS: \_\_\_\_\_ NORFOLK, BIRMINGHAM ST., MI 48009  
PARCEL#19-35-480-\_\_\_\_\_

**LEGAL DESCRIPTION PARCEL "B"**

**LOT 109 EXCEPT THE S. 15.0 FT., AND THE SOUTH 15.0 FT FT. OF LOT 110 OF "J. LEE BAKER CO'S. BIRMINGHAM HILLS SUB'N."** OF PART OF THE E. 1/2 OF THE S.E. 1/4 OF SECTION 35, T.2N., R.10E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 41 OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS. BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE S.W. CORNER OF SAID LOT 109 OF SAID "J. LEE BAKER CO'S. BIRMINGHAM HILLS SUB'N.", THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 870.00 FT. AND AN ARC DISTANCE OF 15.00 FT., CHORD THAT BEARS N.06°27'49"E., 15.00 FT. TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 870.00 FT. AND AN ARC DISTANCE OF 55.00 FT., CHORD THAT BEARS N.08°46'07"E., 54.99 FT.; THENCE S.80°14'57"E., 125.02 FT. TO THE EAST LINE OF SAID LOT 110; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 745.00 FT. AND AN ARC DISTANCE OF 47.00 FT., CHORD THAT BEARS S.08°54'41"W., 46.99 FT., THENCE N.83°55'02"W., 125.02 FT. (RECORDED AS 125.00 FT.) TO THE POINT OF BEGINNING. CONTAINING 6,374.86 S.F.  
ADDRESS: \_\_\_\_\_ NORFOLK, BIRMINGHAM ST., MI 48009  
PARCEL#19-35-480-\_\_\_\_\_

**LEGAL DESCRIPTION EXISTING PARCEL#:19-35-480-001:**

**LOT 109 EXCEPT THE S. 15.0 FT., ALSO LOTS 110 & 111 OF "J. LEE BAKER CO'S. BIRMINGHAM HILLS SUB'N."** OF PART OF THE E. 1/2 OF THE S.E. 1/4 OF SECTION 35, T.2N., R.10E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 41 OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS.  
ADDRESS: 1829 NORFOLK, BIRMINGHAM ST., MI 48009

PREPARED FOR:  
LEX NOVUS PLC  
801 W. BIG BEAVER RD., STE. 401  
TROY, MI 48084  
(248) 581-0987

SHEET: 4 OF 4

Scale: N.T.S.  
Date: 2/19/25  
Job No. 24-165  
Drawn: B.G.R.



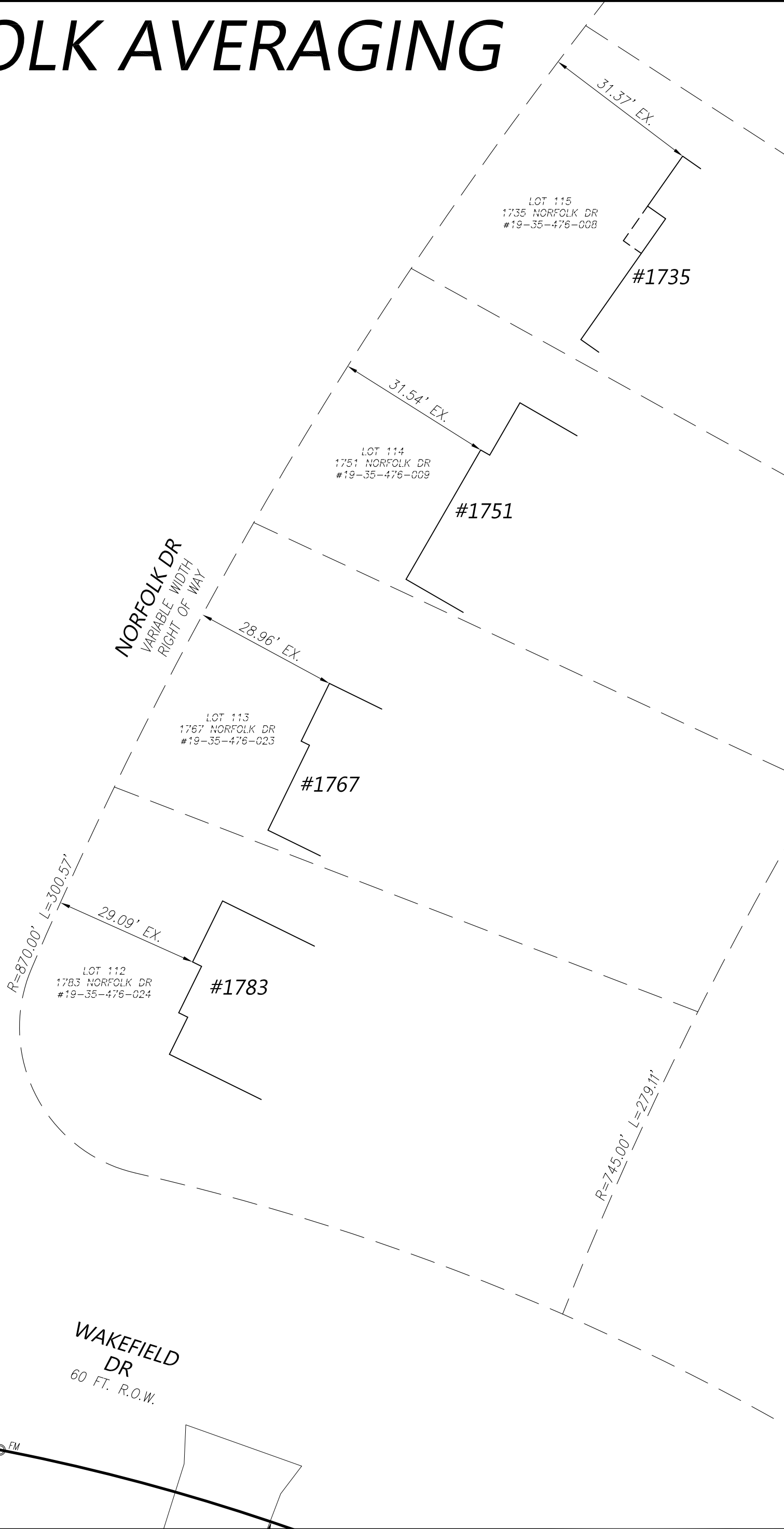
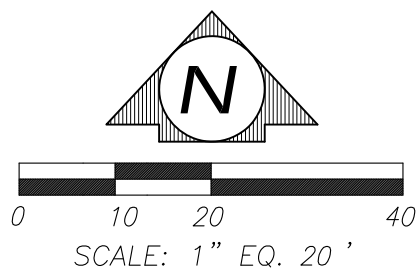
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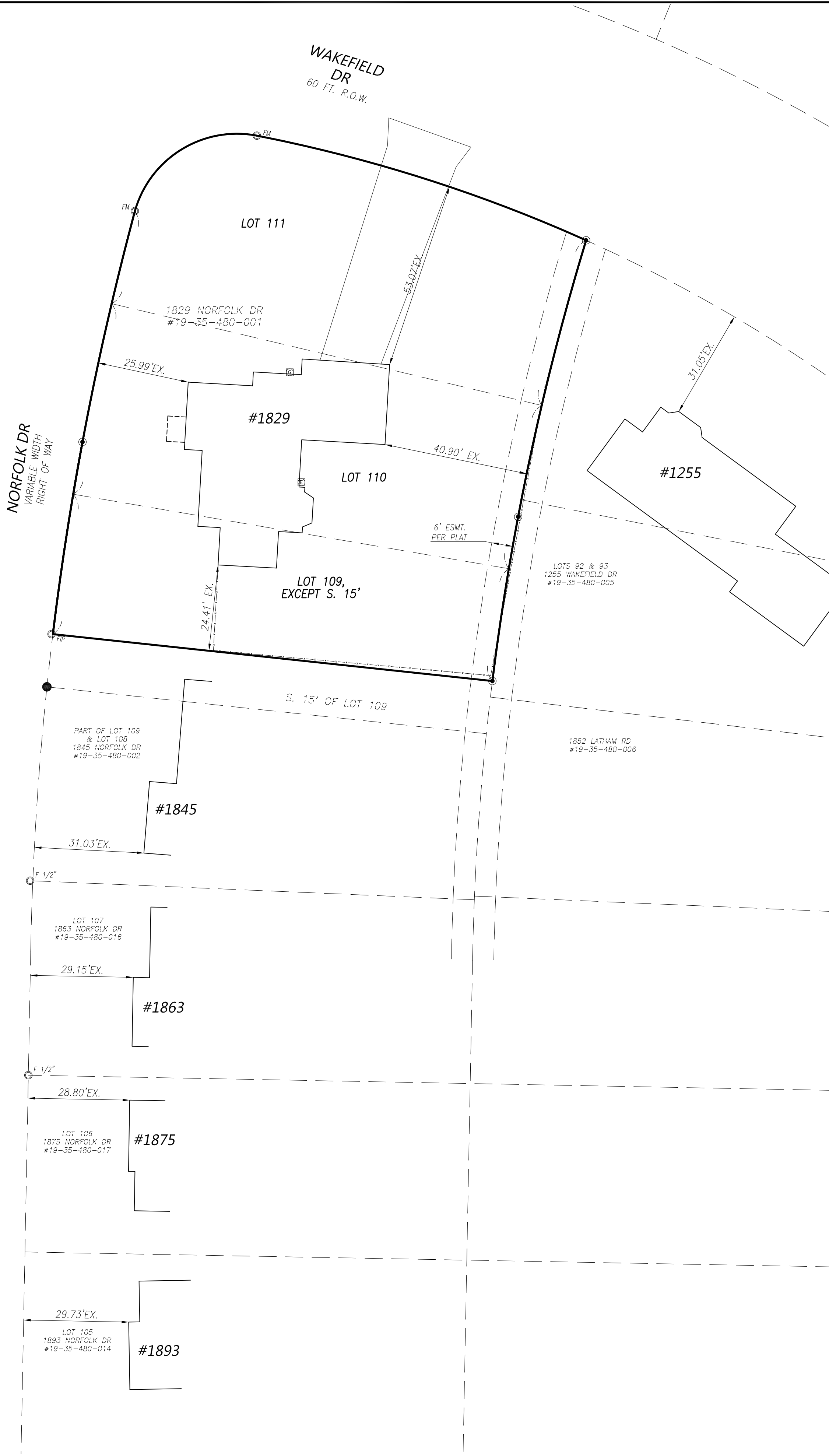
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NORFOLK AVERAGING

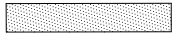
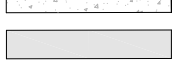


| NORFOLK DR. AVERAGING |            |
|-----------------------|------------|
| HOUSE #               | HSE. DIST. |
| #1735                 | 31.37'     |
| #1751                 | 31.54'     |
| #1767                 | 28.96'     |
| #1783                 | 29.09'     |
| SITE                  | N/A        |
| #1845                 | 31.03'     |
| #1863                 | 29.15'     |
| #1875                 | 28.80'     |
| #1893                 | 29.73'     |
| Σ 239.67/8 = 29.96'   |            |





**REICHERT**  
SURVEYING INC.  
P 248.651.0592  
F 248.656.7099  
Mail@ReichertSurveying.com  
140 Flumerfelt Lane  
Rochester, MI 48306

| LEGEND:                                                                             |                   |                                                                                       |                             |
|-------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------------------------|-----------------------------|
|  | FOUND IRON        |    | EXISTING GRAVEL             |
|  | SET IRON          |    | EXISTING PAVER STONE        |
|  | RECORD DISTANCE   |    | EXISTING BUILDING           |
|  | MEASURED DISTANCE |    | EXISTING CONCRETE           |
|                                                                                     |                   |    | EXISTING ASPHALT            |
|                                                                                     |                   |    | EXISTING LANDSCAPED AREA    |
|                                                                                     |                   |    | EX. MAJOR CONTOURS          |
|                                                                                     |                   |    | EX. MINOR CONTOURS          |
|                                                                                     |                   |    | EXISTING STORM SEWER        |
|                                                                                     |                   |    | EXISTING SANITARY SEWER     |
|                                                                                     |                   |    | EXISTING WATERMAIN          |
|                                                                                     |                   |    | EXISTING OVERHEAD WIRES     |
|                                                                                     |                   |    | EXISTING FENCE              |
|                                                                                     |                   |    | EXISTING UTILITY POLE       |
|                                                                                     |                   |    | EXISTING WATER SHUT OFF     |
|                                                                                     |                   |    | EXISTING GATE VALVE         |
|                                                                                     |                   |    | EXISTING HYDRANT            |
|                                                                                     |                   |    | EXISTING WELL               |
|                                                                                     |                   |    | EXISTING GAS SHUT OFF       |
|                                                                                     |                   |    | EXISTING SANITARY STRUCTURE |
|                                                                                     |                   |  | EXISTING STORM STRUCTURE    |
|                                                                                     |                   |  | EXISTING DOWN SPOUT         |
|                                                                                     |                   |  | EXISTING UTILITY PEDESTAL   |
|                                                                                     |                   |  | EXISTING BOULDER RET. WALL  |
|                                                                                     |                   |  | EXISTING GRADE              |
|                                                                                     |                   |  | PROPOSED GRADE              |

PREPARED FOR:  
**LEX NOVUS PLC**  
801 W. BIG BEVER RD. STE. 401  
TROY, MI 48084  
(248) 581-0987

**NORFOLK AVERAGING**  
LOT 109 EXCEPT THE S. 15.0', ALSO LOTS 110 & 111 OF "J. LEE BAKER CO'S. BIRMINGHAM HILLS SUB'N." OF PART OF THE E. 1/2 OF THE S.E. 1/4 OF SEC. 35, T.2N., R.10E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN L.41 OF PLATS, P.40, O.C.R.

DATE: 3/13/25

JOB # 24-165

SCALE: 1"=20'

SHEET: 1 OF 1

DRAWN: B.G.R.

CHECK: G.H.R.

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June 5, 2025

**Lex Novus PLC**  
801 W. Big Beaver Rd., Ste. 401  
Troy, MI. 48084

Attn. Mark Mueller

RE: Lot Frontages 300 ft. each way on Norfolk Dr. & Wakefield Dr.  
from 1829 Norfolk Dr.

## South of 1829 Norfolk Dr.

|                  |           |
|------------------|-----------|
| 1845 Norfolk Dr. | 70.00 ft. |
| 1863 Norfolk Dr. | 55.00 ft. |
| 1875 Norfolk Dr. | 50.00 ft. |
| 1893 Norfolk Dr. | 50.00 ft. |
| 1897 Norfolk Dr. | 50.74 ft. |
| 1288 Saxon Dr.   | 70.00 ft. |

## North of 1829 Norfolk Dr.

|                  |           |
|------------------|-----------|
| 1783 Norfolk Dr. | 70.00 ft. |
| 1767 Norfolk Dr. | 60.00 ft. |
| 1751 Norfolk Dr. | 60.00 ft. |
| 1735 Norfolk Dr. | 60.00 ft. |
| 1717 Norfolk Dr. | 60.00 ft. |

## East of 1829 Norfolk Dr.

|                    |            |
|--------------------|------------|
| 1255 Wakefield Dr. | 147.58 ft. |
| 1199 Wakefield Dr. | 105.15 ft. |
| 1133 Wakefield Dr. | 79.07 ft.  |

Prepared by: George H. Reichert P.S.





# BIRMINGHAM

RECEIVED

APR 17 2025

City of Birmingham  
Community Development Department

## Division of Platted Lots Application Planning Division

### 1. Applicant

Name: ABBY GROUP LLC  
Address: 30100 Telegraph Road  
Birmingham MI 48009-3082  
Phone Number: \_\_\_\_\_  
Email: mrsadeghia@gmail.com

### 2. Property Owner (☒ same as applicant)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

### 3. Project Contact Person (☐ same as applicant)

Name: Hala Dagher  
Address: 32954 Chatham Avenue  
Franklin MI 48025  
Phone Number: (773) 842-6401  
Email: hdagher00@hotmail.com

### 4. Project Designer/Developer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

### 5. Required Attachments

- One (1) copy or a registered land survey showing:
  - All existing and proposed platted lot lines;
  - Legal descriptions of proposed lots;
  - Locations of existing lots and structures within a 300 ft. radius;
  - Footprints of proposed development(s) including proposed building envelope with front, side and rear setbacks clearly labeled;
- One (1) digital copy of plans;
- Proof of ownership;
- Written statement of reasons for request;
- A letter of authority or power of attorney in the event that the application is made by a person other than the owner;
- Sketches of proposed development (*optional*);
- Other data having a direct bearing on the request;
- Any other information requested by the City Commission, Planning or other Departments.

### 6. Project Information

Address: 1829 Norfolk Drive  
Birmingham MI 48009  
Parcel ID#: 19-35-480-001  
Current Use: Residence  
Current Zoning: R-2

Legal Description: Lot 109, exc the South 15 feet,  
also all of Lots 110 and 111, J Lee Baker's Co's  
Birmingham Hills Sub, accprding to the plat recorded  
at Liber 41, page 40 of Plats, OCR

### 7. Details of the Proposed Lot Combination (attach separate sheet if necessary)

The existing lot will be split along an east-west line resulting in 2 buildable parcels. Parcel A to the north will have an area of 11,124.72 SF and Parcel B to the South will be 6,374.86 SF. The existing bungalow, built in 1967, will be razed and a new single-family residence will be constructed on each the new lots.

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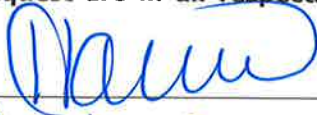
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(I), (We), the undersigned, do hereby request to combine lots of record in the City of Birmingham, Oakland County, Michigan. (I), (We), do hereby swear that all of the statements, signatures, and descriptions appearing on and with this request are in all respects true and accurate to the best of (my), (our), knowledge.

Signature of Property Owner:

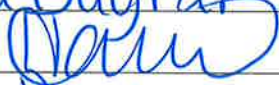


Date: 04/15/2025

Print Name:

Hala Dagher

Signature of Applicant:



Date: 04/15/2025

Print Name:

Hala Dagher

Office Use Only

Application #: PLSP20-0001

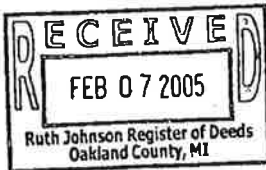
Date Received: 5/6/25

Fee: \$

Date of Approval:

Date of Denial:

Reviewed By:



44943  
LIBER 34972 PAGE 266  
\$10.00 DEED - COMBINED  
\$4.00 REMUNERATION  
02/14/2005 12:08:26 P.M. RECEIPT# 16623  
PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

**QUIT CLAIM DEED**  
STATUTORY FORM

**KNOW ALL MEN BY THESE PRESENTS:** That Shelley Traywick, a married woman  
whose address is 5390 Franklin Road, Bloomfield Hills, Michigan 48301

Quit Claims to Abby Group, LLC

whose address is 12900 Greenfield Road, Detroit, Michigan 48227  
the following described premises situated in the City of Birmingham, County of Oakland,  
State of Michigan, to-wit:

Lot 109, except the South 15 feet, also all of Lots 110 and 111 - J. LEE  
BAKER CO.'S BIRMINGHAM HILLS SUBDIVISION, according to the plat  
thereof as recorded in Liber 41, page(s) 40 of Plats, Oakland County  
Records.

Commonly known as : 1829 Norfolk  
Tax ID: 19-35-480-001

41040

Together with all and singular the tenements, hereditaments and appurtenances thereunto  
belonging or in anywise appertaining, for the sum of One (\$1.00) Dollar. Exempt pursuant to  
MCLA 207.505(a), MCLA 207.526(a) and MCLA 207.526(s).

Dated this 26<sup>th</sup> day of January, 2005.

Signed by:

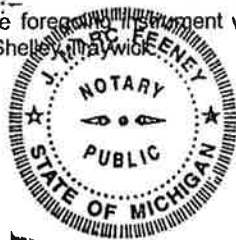
  
SHELLEY TRAYWICK

STATE OF MICHIGAN )

) ss.

COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January,  
2005, by Shelley Traywick.



  
Notary Public  
County, Michigan  
My Commission Expires: June 23, 2008

When Recorded Return To:  
J. Marc Feeney, Esquire  
SPILKIN, SHAPIRO & FEENEY, P.C.  
P.O. Box 5039  
Southfield, MI 48066-5039

Send Subsequent Tax Bills To:  
Grantee

Drafted by:  
J. Marc Feeney, Esquire  
Spilkin, Shapiro & Feeney, P.C.  
P.O. Box 5039  
Southfield, MI 48066-5039

Tax Parcel # \_\_\_\_\_ Recording Fee \_\_\_\_\_ Revenue Stamps \_\_\_\_\_

O.K. - MH

**1829 NORFOLK DR BIRMINGHAM MI 48009-3028**

3 beds / 2 full baths / 1 half baths / 2082 sq ft

**Residential Property Profile**

19-35-480-001

**Note:** Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

**Owner Information**

Owner(s) : ABBY GROUP LLC  
Postal Address : 1829 NORFOLK DR BIRMINGHAM MI 48009-3028

**Location Information**

Site Address : 1829 NORFOLK DR BIRMINGHAM MI 48009-3028  
PIN : 19-35-480-001 Neighborhood Code : 35U  
Municipality : City of Birmingham  
School District : 63010 BIRMINGHAM CITY SCHOOL DIST  
Class Code : 401 Residential - Improved

**Property Description**

T2N, R10E, SEC 35 J LEE BAKER CO'S BIRMINGHAM HILLS SUB LOT 109 EXC S 15.0 FT, ALSO ALL OF LOTS 110 & 111

**Most Recent Sale Since 1994**

Date : 01/26/2005  
Amount : \$1 Liber : 34972:266  
Grantor : TRAYWICK, SHELLEY Grantee : ABBY GROUP

**Next Most Recent Sale**

Date : 11/19/2004  
Amount : \$551,000 Liber : 34779:196  
Grantor : ROSMAN, ANN  
FOLTYN, ANN R Grantee : TRAYWICK, SHELLEY

**1829 NORFOLK DR BIRMINGHAM MI 48009-3028**

3 beds / 2 full baths / 1 half baths / 2082 sq ft

**Residential Property Profile**

19-35-480-001

**Note:** Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

**Tax Information**

|                                              |              |                                              |              |
|----------------------------------------------|--------------|----------------------------------------------|--------------|
| Taxable Value                                | : \$238,470  | State Equalized Value                        | : \$402,940  |
| Current Assessed Value                       | : \$402,940  | Capped Value                                 | : \$238,470  |
| Effective Date For Taxes                     | : 12/01/2024 | Principal Residence Exemption Type           | : N/A        |
| Summer Principal Residence Exemption Percent | : 0%         | Winter Principal Residence Exemption Percent | : 0%         |
| <b>2023 Taxes</b>                            |              | <b>2024 Taxes</b>                            |              |
| Summer                                       | : \$8,974.55 | Summer                                       | : \$9,404.08 |
| Winter                                       | : \$2,376.71 | Winter                                       | : \$2,565.19 |
| Village                                      | :            | Village                                      | :            |

**Lot Information**

|             |         |      |               |
|-------------|---------|------|---------------|
| Description | : LEVEL | Area | : 0.398 ACRES |
|-------------|---------|------|---------------|

**Primary Structure**

|                |                                |              |                      |
|----------------|--------------------------------|--------------|----------------------|
| Structure      | : Bungalow                     | Living Area  | : 2082 SQ FT         |
| Ground Floor   | : 1499 SQ FT                   | Year Built   | : 1942               |
| Effective Year | : 1967                         | Remodel Year | : 0                  |
| Stories        | : 1.5 Story                    | Rooms        | : 8                  |
| Bedrooms       | : 3                            | Full Baths   | : 2                  |
| Half Baths     | : 1                            | Fireplaces   | : 2                  |
| Ext Walls      | : Brick                        | Basement     | : YES - FULL         |
| Garage         | : ATTACHED - 2 car (541 SQ FT) | Heat         | : Forced Heat & Cool |
| Fuel Type      | : Gas                          | Central Air  | : Yes                |

**Basement Information**

|        |                          |      |              |
|--------|--------------------------|------|--------------|
| Finish | : RECREATION ROOM FINISH | Area | : 1160 SQ FT |
|--------|--------------------------|------|--------------|

**Porch Information**

|                 |           |
|-----------------|-----------|
| Type            | Area      |
| CPP             | 30 SQ FT  |
| Roof Cover Only | 396 SQ FT |
| Treated Wood    | 30 SQ FT  |



# BIRMINGHAM

**RECEIVED**

APR 17 2025

City of Birmingham

Community Development Department

## Notice Sign Rental Application Community Development

### 1. Applicant

Name: ABBY GROUP LLC  
Address: 30100 Telegraph Road  
Birmingham MI 48009-3082  
Phone Number: \_\_\_\_\_  
Email: mrsadeghia@gmail.com

### 2. Property Owner (☒ same as applicant)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

### 3. Project Information

Address: 1829 Norfolk Drive  
Name of Development: \_\_\_\_\_  
Parcel ID#: 19-35-480-001  
Current Use: Residence  
Proposed Use: \_\_\_\_\_  
Area of Site in Acres: \_\_\_\_\_  
Current Zoning: R-2

|                                                 | Yes                      | No                       |
|-------------------------------------------------|--------------------------|--------------------------|
| Is the property located in a floodplain? ----   | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the property within a Historic District? --- | <input type="checkbox"/> | <input type="checkbox"/> |
| → If so, which? _____                           |                          |                          |
| Will the project require a variance? -----      | <input type="checkbox"/> | <input type="checkbox"/> |
| → If so, how many? _____                        |                          |                          |
| Has the project been reviewed by a Board?       | <input type="checkbox"/> | <input type="checkbox"/> |
| → If so, which? _____                           |                          |                          |

### 4. Date of Board/Commission Review

City Commission: \_\_\_\_\_  
Planning Board: \_\_\_\_\_  
Historic District Commission: \_\_\_\_\_  
Design Review Board: \_\_\_\_\_

Board of Zoning Appeals: \_\_\_\_\_  
Advisory Parking Committee: \_\_\_\_\_  
Multimodal Transportation Board: \_\_\_\_\_  
Other: \_\_\_\_\_

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: \_\_\_\_\_

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

4/15/25

#### Office Use Only

Application #: \_\_\_\_\_ Date Received: \_\_\_\_\_ Fee: \$ \_\_\_\_\_  
Date of Approval: \_\_\_\_\_ Date of Denial: \_\_\_\_\_ Reviewed By: \_\_\_\_\_



## MEMORANDUM

Treasury

**DATE:** June 17, 2025

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

**FROM:** Ryan Katz, Deputy Treasurer  
Mary Chavez, Finance Director/Treasurer

**SUBJECT:** Confirmation of SAD Roll 915 Wimbleton Phase 1 Project - Paving

---

### INTRODUCTION:

A public hearing of confirmation of the special assessment roll for the Wimbleton Phase 1 Project – Paving is being held on June 23, 2025. The special assessment will defray the costs of the City for improvements made. If the City Commission approves the roll, the property owners who benefit from these improvements will be billed for the cost of the improvements.

Comments during the hearing of confirmation are limited to those questions specifically addressing the assessment roll pursuant to Section 94-9 of the City Code.

### BACKGROUND:

At the City Commission meeting on April 21, 2025, the City Commission determined the necessity of the Wimbleton Phase 1 Project – Paving and a hearing of confirmation of the special assessment roll was set for May 5, 2025. At the City Commission meeting on May 5, 2025, the City Commission determined that special assessment roll number 915 be annulled, and directed a new roll be prepared with a 50-50 cost split. At the City Commission meeting on May 19, 2015, the City Commission set the hearing of confirmation of the special assessment roll for June 23, 2025.

### LEGAL REVIEW:

The City Attorney has reviewed the suggested resolution for compliance with the City Code. The purpose of this hearing is to review and hear any objections to the special assessment roll. The special assessment roll is a listing of all of the properties to be assessed for the improvements. Pursuant to Chapter 94 of the City Code, section 94-9, whenever a special assessment roll is confirmed by the City Commission, it shall be final and conclusive.

**FISCAL IMPACT:**

If confirmed, the preliminary assessment roll would be \$131,381.90. Once the project is completed and final costs are known, the roll will be adjusted to actual costs as provided by City Code. Property owners have ten (10) years to pay the special assessment.

**SUSTAINABILITY:**

N/A

**DESIGN CONSIDERATIONS:**

Plans for the road include cape seal treatment only and were provided in the April 21, 2025, City Commission meeting.

**PUBLIC COMMUNICATIONS:**

Property owners were notified by mail of the public hearing dates and by means required by law. If the City Commission confirms the special assessment roll, the Treasurer's office will notify the property owners in the Special Assessment District of the confirmation and the lien that will be placed on the property.

**SUMMARY:**

The Treasurer's office recommends that the City Commission conduct the Hearing of Confirmation of Special Assessment District 915 and further to confirm the roll as attached to this report.

**ATTACHMENTS:**

- Proposed Special Assessment Roll
- Memorandum: Hearing of Necessity for Wimbledon Phase 1 Project – Paving
- Resolution for Clerk and Mayor's signatures

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution confirming Special Assessment Roll 915 as follows:

**WHEREAS**, Chapter 94 of the City of Birmingham Code of Ordinances authorizes the City Commission to determine that the whole or any part of the costs of any improvement within the City may be defrayed by a special assessment upon the properties specially benefited; and

**WHEREAS**, the City of Birmingham is proceeding with the proposed improvement described below and has established a Special Assessment District to defray all or a portion of the costs of such improvement by special assessment against the benefited properties; and

**WHEREAS**, the City Commission, after the public hearing, has determined that paving Wimbledon Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbledon south to the dead end, and Twin Oaks from Wimbledon north to the dead end, is a necessity and is in the best interest of the residents of the City and will specially benefit the properties included in the Special Assessment District; and

**WHEREAS**, the City's consulting engineers have prepared the report required by Chapter 94 of the City of Birmingham Code of Ordinances to assist the City Commission in determining the advisability of constructing the Project and paying for all or a portion of the same by creation of a Special Assessment District and the levying of special assessments against the benefited properties and said report has been filed with the City Clerk; and



**WHEREAS**, the Project is designed and intended to specially benefit all of the properties in the proposed special assessment district by improving the infrastructure and roads described above in this Resolution, thereby allowing said property owners better and safer access and travel on said roads, preserving and increasing property values and protecting said property owners' and their invitees' vehicles among other things, and by improving the water and sanitary sewer services; and

**WHEREAS**, pursuant to Chapter 94 of the City of Birmingham's Code of Ordinances, the City Commission on April 21, 2025 held the required public hearing on necessity consistent with the required notice and following said public hearing the City Commission determined that the Project was necessary and decided to proceed with the Project and the establishment of the Special Assessment District and scheduled the public hearing on confirmation of the special assessment roll for May 5, 2025; and

**WHEREAS**, on May 5, 2025, at the City Commission meeting wherein the City Commission, hearing all objections to the assessment roll and conducting the public hearing, determined that the City Commission did not find that the assessment of an 85/15% split was in proportion to the benefits received to the parcels in Phase 1 of Wimbleton Paving Special Assessment District as the City Commission confirmed that Wimbleton is a major road in a residential area that is unimproved; and the City Commission determined that the 85-15% split was not proportional in this particular limited circumstance; and resolved that special assessment roll number 915 be annulled, and directed that a new roll be prepared following the same procedures applicable to the making of the original roll and directing a 50/50% cost split; and

**WHEREAS**, in accordance with the direction of the City Commission, the City Assessor has prepared the special assessment roll allocating the special assessments to the properties within the Special Assessment District according to law and the directions of the City Commission, and the City Assessor has filed such roll with the City Clerk; and

**WHEREAS**, the June 23, 2025 public hearing on the possible confirmation of the special assessment roll was set and duly noticed according to law for the purpose of hearing objections with respect to the special assessment roll; and

**WHEREAS**, on June 23, 2025 the public hearing was conducted by the City Commission in accordance with the notice; and

**WHEREAS**, Special Assessment Roll, designated Roll No. 915, has been heretofore prepared for Collection; and

**WHEREAS**, notice was given pursuant to Section 94-7 of the City Code, to each owner or party- in-interest of property to be assessed; and

**WHEREAS**, the Commission has deemed it practicable to cause payment of the cost thereof to be made after the time of construction; and

**WHEREAS**, the Commission Resolution 05-186-25-5H provided it would meet this 23rd day of June, 2025 for the sole purpose of reviewing the assessment roll; and

**WHEREAS**, at said hearing held this June 23, 2025, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll.

**THEREFORE, BE IT RESOLVED** as follows:

1. That Special Assessment Roll No. 915 in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement or upon completion.
2. The City of Birmingham has determined that it is satisfied with the special assessment roll, that the proposed assessments are in proportion to the benefits received or to be received as a result of the Project and that it would be appropriate to approve and confirm the special assessment roll and proceed with the Project.
3. Special Assessment Roll No. 915 in the amount of \$131,381.90 shall be and is hereby adopted and confirmed.
4. The City Clerk is directed to endorse and certify on the special assessment roll the date of this confirmation, which shall be final and conclusive for the purpose of the Project unless the special assessment is properly contested in the Michigan Tax Tribunal within the time and manner provided for by ordinance and State law.

**BE IT FURTHER RESOLVED:**

1. The special assessment shall be payable in ten (10) payments as provided in Chapter 94 of the Code of the City of Birmingham, with an annual interest rate of eight and one-half percent (8.50%) on all unpaid balances.
2. Special Assessment Roll, designated Roll No. 915, has been heretofore prepared for Collection.
3. Notice was given pursuant to Section 94-7 of the City Code, to each owner or party- interest of property to be assessed.
4. The Commission has deemed it practicable to cause payment of the cost thereof to be made after the time of construction.
5. The Commission Resolution 05-186-25-5H provided it would meet on this 23rd day of June, 2025 for the sole purpose of reviewing the assessment roll.
6. At said hearing held this June 23, 2025, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll.

| Sidwell Number | Street Address   | Estimated Total Paving SAD Costs |
|----------------|------------------|----------------------------------|
| 1925177022     | 999 TWIN OAKS LN | \$ 1,003.91                      |
| 1925177023     | 951 TWIN OAKS LN | \$ 3,522.49                      |
| 1925177024     | 187 WIMBLETON DR | \$ 4,285.83                      |
| 1925177025     | 175 WIMBLETON DR | \$ 3,022.54                      |
| 1925177026     | 165 WIMBLETON DR | \$ 2,413.71                      |
| 1925177027     | 155 WIMBLETON DR | \$ 2,601.84                      |
| 1925177028     | 139 WIMBLETON DR | \$ 4,243.00                      |
| 1925180003     | 176 WIMBLETON DR | \$ 2,502.17                      |
| 1925180004     | 144 WIMBLETON DR | \$ 8,007.66                      |
| 1925251022     | 175 ABBEY RD     | \$ 1,040.74                      |
| 1925251023     | 147 ABBEY RD     | \$ 7,605.38                      |
| 1925254008     | 205 WIMBLETON DR | \$ 3,102.19                      |
| 1925254011     | 287 WIMBLETON DR | \$ 4,551.84                      |
| 1925254012     | 323 WIMBLETON DR | \$ 3,721.84                      |
| 1925254013     | 341 WIMBLETON DR | \$ 2,601.84                      |
| 1925254014     | 355 WIMBLETON DR | \$ 2,601.84                      |
| 1925254015     | 379 WIMBLETON DR | \$ 2,401.70                      |
| 1925254016     | 421 WIMBLETON DR | \$ 3,451.70                      |
| 1925254017     | 463 WIMBLETON DR | \$ 4,896.06                      |
| 1925254019     | 245 WIMBLETON DR | \$ 2,601.84                      |
| 1925254020     | 269 WIMBLETON DR | \$ 2,601.84                      |
| 1925255006     | 519 WIMBLETON DR | \$ 3,789.88                      |
| 1925255007     | 541 WIMBLETON DR | \$ -                             |
| 1925256001     | 129 ABBEY RD     | \$ 5,503.89                      |
| 1925256002     | 111 ABBEY RD     | \$ 3,521.90                      |
| 1925257001     | 202 WIMBLETON DR | \$ 4,996.33                      |
| 1925257002     | 244 WIMBLETON DR | \$ 3,002.12                      |
| 1925257003     | 266 WIMBLETON DR | \$ 2,521.78                      |
| 1925257004     | 282 WIMBLETON DR | \$ 2,401.70                      |
| 1925257005     | 322 WIMBLETON DR | \$ 2,401.70                      |
| 1925257008     | 380 WIMBLETON DR | \$ 2,401.70                      |
| 1925257012     | 498 WIMBLETON DR | \$ 1,994.01                      |
| 1925257018     | 460 WIMBLETON DR | \$ 2,401.70                      |
| 1925257019     | 420 WIMBLETON DR | \$ 2,401.70                      |
| 1925257020     | 444 WIMBLETON DR | \$ 3,976.70                      |
| 1925257023     | 340 WIMBLETON DR | \$ 4,803.40                      |
| 1925258001     | 520 WIMBLETON DR | \$ 1,994.01                      |
| 1925401001     | PO BOX 3001      | \$ 10,487.42 *                   |

\* City Property - 100% of costs paid by the city \$ 131,381.90

## **CITY OF BIRMINGHAM**

### **ROAD SPECIAL ASSESSMENT DISTRICT RESOLUTION**

At a regular meeting of the City Commission for the City of Birmingham, Oakland County, Michigan, held in the City Commission Chambers at 151 Martin Street, Birmingham, MI, 48009, at 7:30 p.m. on June 23, 2025, the following resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_:

**WHEREAS**, Chapter 94 of the City of Birmingham Code of Ordinances authorizes the City Commission to determine that the whole or any part of the costs of any improvement within the City may be defrayed by a special assessment upon the properties specially benefited; and

**WHEREAS**, the City of Birmingham is proceeding with the proposed improvement described below and has established a Special Assessment District to defray all or a portion of the costs of such improvement by special assessment against the benefited properties; and

**WHEREAS**, the City Commission, after the public hearing, has determined that paving Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end, is a necessity and is in the best interest of the residents of the City and will specially benefit the properties included in the Special Assessment District; and

**WHEREAS**, the City's consulting engineers have prepared the report required by Chapter 94 of the City of Birmingham Code of Ordinances to assist the City Commission in determining the advisability of constructing the Project and paying for all or a portion of the same by creation of a Special Assessment District and the levying of special assessments against the benefited properties and said report has been filed with the City Clerk; and

**WHEREAS**, the Project is designed and intended to specially benefit all of the properties in the proposed special assessment district by improving the infrastructure and roads described above in this Resolution, thereby allowing said property owners better and safer access and travel on said roads, preserving and increasing property values and protecting said property owners' and their invitees' vehicles among other things, and by improving the water and sanitary sewer services; and

**WHEREAS**, pursuant to Chapter 94 of the City of Birmingham's Code of Ordinances, the City Commission on April 21, 2025 held the required public hearing on necessity consistent with the required notice and following said public hearing the City Commission determined that the Project was necessary and decided to proceed with the Project and the establishment of the Special Assessment District and scheduled the public hearing on confirmation of the special assessment roll for May 5, 2025; and

**WHEREAS**, on May 5, 2025, at the City Commission meeting wherein the City Commission, hearing all objections to the assessment roll and conducting the public hearing, determined that the City Commission did not find that the assessment of an 85/15% cost split was in proportion to the benefits received to the parcels in Phase 1 of Wimbleton Paving Special Assessment District as the City Commission confirmed that Wimbleton is a major road in a residential area that is unimproved; and the City Commission determined that the 85-15% split was not proportional in this particular limited circumstance; and resolved that special assessment roll number 915 be annulled, and directed that a new roll be prepared

following the same procedures applicable to the making of the original roll and directing a 50/50% cost split; and

**WHEREAS**, in accordance with the direction of the City Commission, the City Assessor has prepared the special assessment roll allocating the special assessments to the properties within the Special Assessment District according to law and the directions of the City Commission, and the City Assessor has filed such roll with the City Clerk; and

**WHEREAS**, the June 23, 2025 public hearing on the possible confirmation of the special assessment roll was set and duly noticed according to law for the purpose of hearing objections with respect to the special assessment roll; and

**WHEREAS**, on June 23, 2025 the public hearing was conducted by the City Commission in accordance with the notice.

**WHEREAS**, Special Assessment Roll, designated Roll No. 915, has been heretofore prepared for Collection; and

**WHEREAS**, notice was given pursuant to Section 94-7 of the City Code, to each owner or party- in-interest of property to be assessed; and

**WHEREAS**, the Commission has deemed it practicable to cause payment of the cost thereof to be made after the time of construction; and

**WHEREAS**, the Commission Resolution 05-186-25-5H provided it would meet this 23rd day of June, 2025 for the sole purpose of reviewing the assessment roll; and

**WHEREAS**, at said hearing held this June 23, 2025, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll.

**THEREFORE, BE IT RESOLVED** as follows:

1. That Special Assessment Roll No. 915 in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement or upon completion.
2. The City of Birmingham has determined that it is satisfied with the special assessment roll, that the proposed assessments are in proportion to the benefits received or to be received as a result of the Project and that it would be appropriate to approve and confirm the special assessment roll and proceed with the Project.
3. Special Assessment Roll No. 915 in the amount of \$131,381.90 shall be and is hereby adopted and confirmed.
4. The City Clerk is directed to endorse and certify on the special assessment roll the date of this confirmation, which shall be final and conclusive for the purpose of the Project

unless the special assessment is properly contested in the Michigan Tax Tribunal within the time and manner provided for by ordinance and State law.

**BE IT FURTHER RESOLVED:**

1. The special assessment shall be payable in ten (10) payments as provided in Chapter 94 of the Code of the City of Birmingham, with an annual interest rate of eight and one-half percent (8.50%) on all unpaid balances.
2. Special Assessment Roll, designated Roll No. 915, has been heretofore prepared for Collection.
3. Notice was given pursuant to Section 94-7 of the City Code, to each owner or party- in-interest of property to be assessed.
4. The Commission has deemed it practicable to cause payment of the cost thereof to be made after the time of construction.
5. The Commission Resolution 05-186-25-5H provided it would meet on this 23rd day of June, 2025 for the sole purpose of reviewing the assessment roll.
6. At said hearing held this June 23, 2025, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll.

Passed, adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2025.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_  
\_\_\_\_\_

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION**

I, Alexandria D. Bingham, being the duly appointed and qualified Clerk of the City of Birmingham, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of Resolution, the original of which is on file in my office, adopted by the City of

Birmingham Commission at a regular meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Alexandria D. Bingham, City Clerk

and

\_\_\_\_\_  
Therese Longe, Mayor



## MEMORANDUM

Engineering Department

**DATE:** June 17, 2025

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

**FROM:** Melissa A. Coatta, City Engineer

**SUBJECT:** Wimbledon Phase 1 Project  
Contract #6-25 (W) Contract Award

---

### INTRODUCTION:

The City received and opened bids for the Wimbledon Phase 1 Project Contract #6-25(W). Three (3) bids were received for consideration, and the Engineering Department recommends awarding this contract to Eminent Excavating LLC.

### BACKGROUND:

The project includes utility improvements on Wimbledon Drive from Woodward Avenue to Oxford, Abbey Street from Wimbledon south to the dead end, and Twin Oaks Drive from Wimbledon north to the dead end. The infrastructure improvements proposed have been discussed in detail at the following meetings:

- October 28, 2024, City Commission Meeting ([Agenda](#) – [Video](#))
- April 7, 2025, City Commission Meeting ([Agenda](#) – [Video](#))
- April 21, 2025, City Commission Meeting ([Agenda](#) – [Video](#))

The existing 6" water main was originally installed on Abbey Street in 1925 and on Wimbledon Drive in 1927. There is an existing 2" water main on Twin Oaks but the date of installation is unknown. The new water main on to be installed Wimbledon Drive will be 12" and Abbey Street and Twin Oaks will receive an 8" water main.

Wimbledon Drive has both sanitary sewer and combined sewer lines ranging from 8" to 12" in diameter, which were originally installed in 1926. Also, the Oakland County Water Resources Commissioner (OCWRC) has a 42" sewer from Woodward Ave to Abbey. Abbey Street has an 8" sanitary sewer that was installed in 1926. Twin Oaks Lane also has an 8" sanitary sewer with an unknown installation date. The City will replace the existing sanitary sewer and install a new storm sewer, draining it directly into the Rouge River, located north of Wimbledon Drive and east of Woodward Avenue.

The Engineering Department opened bids on March 20, 2025, and received three (3) bids, as listed in the attached summary. The lowest bid was from Eminent Excavating LLC for



\$4,363,559.50. Eminent Excavating LLC has previously worked in the City of Birmingham and the Engineering Department is confident that they are qualified to perform the work.

The lowest bid received was still over the project budget. At the April 7, 2025 City Commission Meeting, a motion was passed to install capeseal treatment only. The Engineering Department recommends not awarding Alternate #1, the Rouge River Storm Outfall Improvements, with this project due to costs and permitting time and include it in a future project and eliminate several segments of storm sewer that can be installed in the future. With these modifications and value engineering, the new total cost of the current award would be \$3,644,249.50.

As required for all City construction projects, Eminent Excavating LLC has submitted a 5% bid security which will be forfeited if they do not provide signed contracts, bonds, and insurance required by the contract.

#### LEGAL REVIEW:

The City Attorney reviewed and approved the standard RFP and contract language used for bidding on this project. The City Attorney has no objections to the suggested Commission action.

#### FISCAL IMPACT:

The total construction cost for the project is estimated to be \$4,008,674.45 which includes Eminent Excavating LLC's bid amount of \$3,644,249.50 and a 10% construction contingency. The project award will be funded by the following accounts:

| Fund Account              | Fund ID Number         | Project Award  | 10% Contingencies | Total          |
|---------------------------|------------------------|----------------|-------------------|----------------|
| Sidewalk Gap Closure Fund | 101.0-444.000-981.0100 | \$54,545.45    | \$65,454.55       | \$60,000.00    |
| Major Street Fund         | 202.0-449.001-981.0100 | \$411,628.50   | \$41,162.85       | \$452,791.35   |
| Sewer Fund                | 590.0-537.000-981.0100 | \$1,880,595.55 | \$188,059.55      | \$2,068,655.10 |
| Water Fund                | 591.0-544.000-981.0100 | \$1,297,480.00 | \$129,748.00      | \$1,427,228.00 |

A budget amendment is required for the sewer fund and the water fund.

#### SUSTAINABILITY:

This project will install a portion of a separated storm sewer that will drain to the Rouge River. Also, the sewer and water laterals will be replaced prior to the new road placement, which will protect the new road during future construction projects that would typically require sewer and water lateral replacement.

#### DESIGN CONSIDERATIONS:

On October 28, 2024, the City Commission passed a resolution to design Wimbledon Phase 1 with concrete curb and gutters with cape seal treatment on the roadway. At the April 7, 2025, City Commission Meeting due to the higher bid costs that came in for Phase 1, the City Commission directed the Engineering Department to request quotes from the three (3) bidders on the project to eliminate the curb and gutter and cape seal the road surface. ADA requirements are incorporated into the project.

**PUBLIC COMMUNICATIONS:**

Property owners received notification during the sewer and water lateral and paving special assessment district process. A property owner's meeting was held on April 4, 2025, and multiple communication methods will be utilized to notify adjacent property owners in the project area of project timing, road closures and other updates.

**SUMMARY:**

The Engineering Department recommends the Wimbledon Phase 1 Project Contract #7-24 (P) be awarded to Eminent Excavating LLC.

**ATTACHMENTS:**

- Project Area Map
- Bid Summary
- VE Engineering Bid Summary
- Nowak and Fraus Recommendation Letter
- Plans
- Contract Book

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to award the Wimbledon Phase 1 Project Contract #7-24 (P) to Eminent Excavating LLC in the amount of \$3,644,249.50 plus a 10% construction contingency for a total of \$4,008,674.45. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all insurance and bond requirements by Eminent Excavating LLC. Funding for this project has been budgeted in the following accounts:

| Fund Account              | Fund ID Number         | Project Award  | 10% Contingencies | Total          |
|---------------------------|------------------------|----------------|-------------------|----------------|
| Sidewalk Gap Closure Fund | 101.0-444.000-981.0100 | \$54,545.45    | \$65,454.55       | \$60,000.00    |
| Major Street Fund         | 202.0-449.001-981.0100 | \$411,628.50   | \$41,162.85       | \$452,791.35   |
| Sewer Fund                | 590.0-537.000-981.0100 | \$1,880,595.55 | \$188,059.55      | \$2,068,655.10 |
| Water Fund                | 591.0-544.000-981.0100 | \$1,297,480.00 | \$129,748.00      | \$1,427,228.00 |

AND

To approve the appropriation and amendment of the budget as follows:

Sewer Fund:

Revenues:

|                        |                        |                  |
|------------------------|------------------------|------------------|
| 590.0-000.000-400.0000 | Draw from Net Position | <u>\$624,360</u> |
| Total Revenue          |                        | <u>\$624,360</u> |

Expenditures:

|                        |                     |                  |
|------------------------|---------------------|------------------|
| 590.0-537.000-981.0100 | Public Improvements | <u>\$624,360</u> |
| Total Expenses         |                     | <u>\$624,360</u> |

Water Fund:

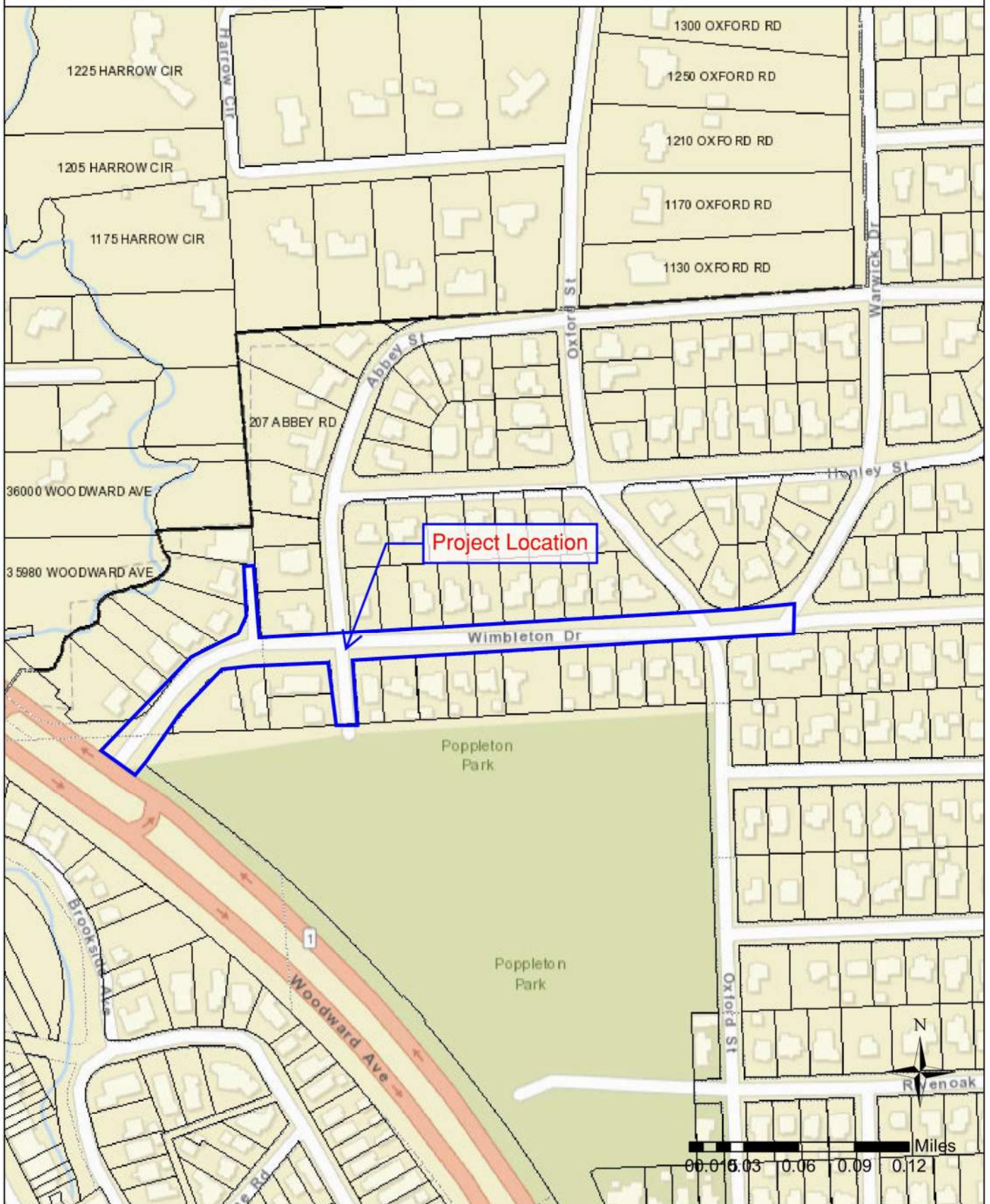
Revenues:

|                        |                        |                  |
|------------------------|------------------------|------------------|
| 591.0-000.000-400.0000 | Draw from Net Position | <u>\$364,700</u> |
| Total Revenue          |                        | <u>\$364,700</u> |

Expenditures:

|                        |                    |                  |
|------------------------|--------------------|------------------|
| 591.0-544.000-981.0100 | Public Improvement | <u>\$364,700</u> |
| Total Expenses         |                    | <u>\$364,700</u> |

## Wimbleton Phase 1 Project



BID TABULATION  
CITY OF BIRMINGHAM  
2025 WIMBLETON DRIVE PAVING PROJECT  
CONTRACT #6-25(W)

Bids Due: March 12, 2025

**Eminent Excavating LLC**  
514 S. Fort Street  
Detroit, Michigan 48217

**DiPonio Contracting**  
51251 Simone Industrial Drive  
Shelby Twp, MI 48316

**F.D.M Contracting, Inc.**  
49156 Van Dyke  
Shelby Twp., Michigan 48317

| Item                                                                            | Quantity | Unit | Unit Price    | Total Cost    | Unit Price    | Total Cost    | Unit Price    | Total Cost    |
|---------------------------------------------------------------------------------|----------|------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>SEWER PAY ITEMS</b>                                                          |          |      |               |               |               |               |               |               |
| 1. 18" Combined Sewer, PVC SDR 26, Trench A                                     | 907      | LF   | \$ 350.00     | \$ 317,450.00 | \$ 450.00     | \$ 408,150.00 | \$ 300.00     | \$ 272,100.00 |
| 2. 12" Combined Sewer, PVC SDR 26, Trench A                                     | 21       | LF   | \$ 266.00     | \$ 5,586.00   | \$ 350.00     | \$ 7,350.00   | \$ 250.00     | \$ 5,250.00   |
| 3. 10" Combined Sewer, PVC SDR 26, Trench A                                     | 392      | LF   | \$ 245.00     | \$ 96,040.00  | \$ 260.00     | \$ 101,920.00 | \$ 230.00     | \$ 90,160.00  |
| 4. 42" Storm Sewer, C76, CL-IV, Trench A                                        | 1,304    | LF   | \$ 480.00     | \$ 625,920.00 | \$ 495.00     | \$ 645,480.00 | \$ 525.00     | \$ 684,600.00 |
| 5. 36" Storm Sewer, C76, CL-IV, Trench A                                        | 168      | LF   | \$ 600.00     | \$ 100,800.00 | \$ 1,100.00   | \$ 184,800.00 | \$ 600.00     | \$ 100,800.00 |
| 6. 24" Storm Sewer, C76, CL-IV, Trench A                                        | 257      | LF   | \$ 269.00     | \$ 69,133.00  | \$ 225.00     | \$ 57,825.00  | \$ 230.00     | \$ 59,110.00  |
| 7. 18" Storm Sewer, C76, CL-IV, Trench A                                        | 233      | LF   | \$ 245.00     | \$ 57,085.00  | \$ 169.00     | \$ 39,377.00  | \$ 200.00     | \$ 46,600.00  |
| 8. 12" Storm Sewer, C76, CL-IV, Trench A                                        | 69       | LF   | \$ 150.00     | \$ 10,350.00  | \$ 130.00     | \$ 8,970.00   | \$ 150.00     | \$ 10,350.00  |
| 9. 10" Storm Sewer, PVC SDR 26, Trench A                                        | 138      | LF   | \$ 150.00     | \$ 20,700.00  | \$ 100.00     | \$ 13,800.00  | \$ 130.00     | \$ 17,940.00  |
| 10. Sewer Service, 6" PVC SDR 23.5                                              | 928      | LF   | \$ 100.00     | \$ 92,800.00  | \$ 190.00     | \$ 176,320.00 | \$ 150.00     | \$ 139,200.00 |
| 11. 6" Perforated Pipe Underdrain (No sock)                                     | 2,040    | LF   | \$ 25.00      | \$ 51,000.00  | \$ 25.00      | \$ 51,000.00  | \$ 30.00      | \$ 61,200.00  |
| 12. New 6'-0" Diameter Combined Manhole w/ Two Int. Drop Connections            | 1        | EA   | \$ 13,000.00  | \$ 13,000.00  | \$ 18,000.00  | \$ 18,000.00  | \$ 22,000.00  | \$ 22,000.00  |
| 13. New 5'-0" Diameter Combined Manhole w/ Int. Drop Connection                 | 1        | EA   | \$ 8,000.00   | \$ 8,000.00   | \$ 15,000.00  | \$ 15,000.00  | \$ 17,000.00  | \$ 17,000.00  |
| 14. New 4'-0" Diameter Combined Manhole, Construct Online                       | 3        | EA   | \$ 6,500.00   | \$ 19,500.00  | \$ 9,100.00   | \$ 27,300.00  | \$ 15,000.00  | \$ 45,000.00  |
| 15. New 4'-0" Diameter Combined Manhole                                         | 5        | EA   | \$ 5,500.00   | \$ 27,500.00  | \$ 7,500.00   | \$ 37,500.00  | \$ 10,000.00  | \$ 50,000.00  |
| 16. Contech SCX-10 Water Quality Structure                                      | 1        | EA   | \$ 150,000.00 | \$ 150,000.00 | \$ 130,000.00 | \$ 130,000.00 | \$ 160,000.00 | \$ 160,000.00 |
| 17. New 6'-0" Diameter Storm Manhole w/ 2' Sump & Elevated 36" Dia. Overflow    | 1        | EA   | \$ 10,000.00  | \$ 10,000.00  | \$ 12,500.00  | \$ 12,500.00  | \$ 15,000.00  | \$ 15,000.00  |
| 18. New 6'-0" Diameter Storm Manhole                                            | 3        | EA   | \$ 9,500.00   | \$ 28,500.00  | \$ 10,000.00  | \$ 30,000.00  | \$ 13,000.00  | \$ 39,000.00  |
| 19. New 6'-0" Diameter Storm Catch Basin w/ 2' Sump & Offset Grate (Per Detail) | 11       | EA   | \$ 9,500.00   | \$ 104,500.00 | \$ 10,000.00  | \$ 110,000.00 | \$ 15,000.00  | \$ 165,000.00 |
| 20. New 5'-0" Diameter Storm Manhole w/ 2' Sump                                 | 1        | EA   | \$ 7,500.00   | \$ 7,500.00   | \$ 8,000.00   | \$ 8,000.00   | \$ 13,000.00  | \$ 13,000.00  |
| 21. New 4'-0" Diameter Storm Manhole, Construct Online                          | 1        | EA   | \$ 6,000.00   | \$ 6,000.00   | \$ 6,000.00   | \$ 6,000.00   | \$ 10,000.00  | \$ 10,000.00  |
| 22. New 4'-0" Diameter Storm Manhole                                            | 1        | EA   | \$ 5,500.00   | \$ 5,500.00   | \$ 4,500.00   | \$ 4,500.00   | \$ 7,500.00   | \$ 7,500.00   |
| 23. New 4'-0" Diameter Storm Catch Basin w/ 2' Sump                             | 5        | EA   | \$ 5,000.00   | \$ 25,000.00  | \$ 4,000.00   | \$ 20,000.00  | \$ 8,000.00   | \$ 40,000.00  |
| 24. New 2'-0" Diameter Storm Inlet                                              | 3        | EA   | \$ 3,500.00   | \$ 10,500.00  | \$ 2,500.00   | \$ 7,500.00   | \$ 3,500.00   | \$ 10,500.00  |
| 25. Sewer Investigation, Laterals                                               | 36       | EA   | \$ 450.00     | \$ 16,200.00  | \$ 1,000.00   | \$ 36,000.00  | \$ 500.00     | \$ 18,000.00  |
| 26. Sewer Service Tap, 6"                                                       | 48       | EA   | \$ 750.00     | \$ 36,000.00  | \$ 1,200.00   | \$ 57,600.00  | \$ 7,500.00   | \$ 360,000.00 |
| 27. Sewer Service Connection, 6"                                                | 7        | EA   | \$ 750.00     | \$ 5,250.00   | \$ 750.00     | \$ 5,250.00   | \$ 1,000.00   | \$ 7,000.00   |
| 28. Sewer Tap, Combined, OCWRC, 18"                                             | 1        | EA   | \$ 3,000.00   | \$ 3,000.00   | \$ 6,000.00   | \$ 6,000.00   | \$ 7,500.00   | \$ 7,500.00   |
| 29. Sewer Tap, Combined, OCWRC, 10"                                             | 2        | EA   | \$ 2,500.00   | \$ 5,000.00   | \$ 4,000.00   | \$ 8,000.00   | \$ 5,000.00   | \$ 10,000.00  |
| 30. Sewer Tap, Storm, 42"                                                       | 1        | EA   | \$ 3,500.00   | \$ 3,500.00   | \$ 6,000.00   | \$ 6,000.00   | \$ 12,500.00  | \$ 12,500.00  |
| 31. Sewer Stub w/ Capped End, Storm, 36"                                        | 1        | EA   | \$ 2,500.00   | \$ 2,500.00   | \$ 3,500.00   | \$ 3,500.00   | \$ 2,500.00   | \$ 2,500.00   |
| 32. Sewer Stub w/ Capped End, Storm, 24"                                        | 2        | EA   | \$ 2,000.00   | \$ 4,000.00   | \$ 2,500.00   | \$ 5,000.00   | \$ 2,000.00   | \$ 4,000.00   |
| 33. Sewer Stub w/ Capped End, Storm, 18"                                        | 2        | EA   | \$ 1,500.00   | \$ 3,000.00   | \$ 2,000.00   | \$ 4,000.00   | \$ 1,800.00   | \$ 3,600.00   |
| 34. Install Concrete Saddle at Utility Crossing                                 | 3        | EA   | \$ 400.00     | \$ 1,200.00   | \$ 1,000.00   | \$ 3,000.00   | \$ 1,000.00   | \$ 3,000.00   |
| 35. Reconstruct Manhole (if and where needed)                                   | 25       | VF   | \$ 400.00     | \$ 10,000.00  | \$ 500.00     | \$ 12,500.00  | \$ 300.00     | \$ 7,500.00   |
| 36. Remove & Replace Structure Cover (as directed by City)                      | 1,650    | LB   | \$ 4.00       | \$ 6,600.00   | \$ 3.00       | \$ 4,950.00   | \$ 3.00       | \$ 4,950.00   |
| 37. Remove Ex. Sewer Manhole                                                    | 16       | EA   | \$ 850.00     | \$ 13,600.00  | \$ 1,000.00   | \$ 16,000.00  | \$ 1,000.00   | \$ 16,000.00  |
| 38. Remove Ex. Drainage Structure                                               | 10       | EA   | \$ 850.00     | \$ 8,500.00   | \$ 1,000.00   | \$ 10,000.00  | \$ 800.00     | \$ 8,000.00   |
| 39. Abandon Ex. 12" Combined Sewer                                              | 471      | LF   | \$ 25.00      | \$ 11,775.00  | \$ 10.00      | \$ 4,710.00   | \$ 10.00      | \$ 4,710.00   |
| 40. Abandon Ex. 8" Combined Sewer                                               | 397      | LF   | \$ 25.00      | \$ 9,925.00   | \$ 10.00      | \$ 3,970.00   | \$ 8.00       | \$ 3,176.00   |
| 41. Remove Ex. 24" Combined Sewer                                               | 18       | LF   | \$ 30.00      | \$ 540.00     | \$ 80.00      | \$ 1,440.00   | \$ 50.00      | \$ 900.00     |
| 42. Remove Ex. 12" Combined Sewer                                               | 466      | LF   | \$ 30.00      | \$ 13,980.00  | \$ 25.00      | \$ 11,650.00  | \$ 40.00      | \$ 18,640.00  |
| 43. Remove Ex. 10" Combined Sewer                                               | 70       | LF   | \$ 30.00      | \$ 2,100.00   | \$ 25.00      | \$ 1,750.00   | \$ 40.00      | \$ 2,800.00   |
| 44. Remove Ex. 18" Storm Sewer                                                  | 66       | LF   | \$ 30.00      | \$ 1,980.00   | \$ 25.00      | \$ 1,650.00   | \$ 50.00      | \$ 3,300.00   |

**Eminent Excavating LLC**  
514 S. Fort Street  
Detroit, Michigan 48217

**DiPonio Contracting**  
51251 Simone Industrial Drive  
Shelby Twp, MI 48316

**F.D.M Contracting, Inc.**  
49156 Van Dyke  
Shelby Twp., Michigan 48317

| Item                                                                 | Quantity | Unit | Unit Price |           | Total Cost             | Unit Price |           | Total Cost             | Unit Price |           | Total Cost             |
|----------------------------------------------------------------------|----------|------|------------|-----------|------------------------|------------|-----------|------------------------|------------|-----------|------------------------|
| 45. Remove Ex. 10" Storm Sewer                                       | 8        | LF   | \$         | 30.00     | \$ 240.00              | \$         | 25.00     | \$ 200.00              | \$         | 40.00     | \$ 320.00              |
| 46. Bulkhead Structure, 24"                                          | 1        | EA   | \$         | 2,000.00  | \$ 2,000.00            | \$         | 1,000.00  | \$ 1,000.00            | \$         | 2,500.00  | \$ 2,500.00            |
| 47. Bulkhead Structure, 12" or Less                                  | 2        | EA   | \$         | 1,000.00  | \$ 2,000.00            | \$         | 800.00    | \$ 1,600.00            | \$         | 750.00    | \$ 1,500.00            |
| 48. Bulkhead Pipe, Larger than 8"                                    | 10       | EA   | \$         | 1,000.00  | \$ 10,000.00           | \$         | 600.00    | \$ 6,000.00            | \$         | 500.00    | \$ 5,000.00            |
| 49. Clean and Televis Ex. Storm Outfall                              | 1        | LS   | \$         | 6,000.00  | \$ 6,000.00            | \$         | 2,200.00  | \$ 2,200.00            | \$         | 50,000.00 | \$ 50,000.00           |
| 50. CCTV Sewer Acceptance Inspection                                 | 1        | LS   | \$         | 15,000.00 | \$ 15,000.00           | \$         | 10,000.00 | \$ 10,000.00           | \$         | 15,000.00 | \$ 15,000.00           |
| <b>SUBTOTAL - SEWER PAY ITEMS</b>                                    |          |      |            |           | <b>\$ 2,056,254.00</b> |            |           | <b>\$ 2,345,262.00</b> |            |           | <b>\$ 2,653,706.00</b> |
| <b>WATER MAIN PAY ITEMS</b>                                          |          |      |            |           |                        |            |           |                        |            |           |                        |
| 51. Remove Hydrant                                                   | 2        | EA   | \$         | 750.00    | \$ 1,500.00            | \$         | 900.00    | \$ 1,800.00            | \$         | 1,000.00  | \$ 2,000.00            |
| 52. Remove Gate Valve Well                                           | 3        | EA   | \$         | 1,000.00  | \$ 3,000.00            | \$         | 1,100.00  | \$ 3,300.00            | \$         | 1,000.00  | \$ 3,000.00            |
| 53. 12" Gate Valve & Well                                            | 8        | EA   | \$         | 10,000.00 | \$ 80,000.00           | \$         | 9,000.00  | \$ 72,000.00           | \$         | 10,000.00 | \$ 80,000.00           |
| 54. Fire Hydrant Assembly, Complete                                  | 6        | EA   | \$         | 8,500.00  | \$ 51,000.00           | \$         | 8,500.00  | \$ 51,000.00           | \$         | 10,000.00 | \$ 60,000.00           |
| 55. 16" D.I. CL 52 Water Main w/ Polywrap, Trench A                  | 10       | LF   | \$         | 500.00    | \$ 5,000.00            | \$         | 500.00    | \$ 5,000.00            | \$         | 500.00    | \$ 5,000.00            |
| 56. 12" D.I. CL 52 Water Main w/ Polywrap, Trench A                  | 1,307    | LF   | \$         | 225.00    | \$ 294,075.00          | \$         | 220.00    | \$ 287,540.00          | \$         | 240.00    | \$ 313,680.00          |
| 57. 8" D.I. CL 52 Water Main w/ Polywrap, Trench A                   | 478      | LF   | \$         | 220.00    | \$ 105,160.00          | \$         | 195.00    | \$ 93,210.00           | \$         | 220.00    | \$ 105,160.00          |
| 58. 6" D.I. CL 52 Water Main w/ Polywrap, Trench A                   | 85       | LF   | \$         | 215.00    | \$ 18,275.00           | \$         | 175.00    | \$ 14,875.00           | \$         | 200.00    | \$ 17,000.00           |
| 59. 4" D.I. CL 52 Water Main w/ Polywrap, Trench A                   | 22       | LF   | \$         | 210.00    | \$ 4,620.00            | \$         | 200.00    | \$ 4,400.00            | \$         | 200.00    | \$ 4,400.00            |
| 60. 16" Water Main Connection to Ex. 16" Water Main                  | 1        | EA   | \$         | 10,500.00 | \$ 10,500.00           | \$         | 10,000.00 | \$ 10,000.00           | \$         | 15,000.00 | \$ 15,000.00           |
| 61. 8" Water Main Connection to Ex. 8" Water Main                    | 1        | EA   | \$         | 9,000.00  | \$ 9,000.00            | \$         | 7,500.00  | \$ 7,500.00            | \$         | 7,500.00  | \$ 7,500.00            |
| 62. 6" Water Main Connection to Ex. 6" Water Main                    | 2        | EA   | \$         | 7,500.00  | \$ 15,000.00           | \$         | 7,500.00  | \$ 15,000.00           | \$         | 7,000.00  | \$ 14,000.00           |
| 63. 4" Water Main Connection to Ex. 4" Water Main                    | 1        | EA   | \$         | 7,000.00  | \$ 7,000.00            | \$         | 6,000.00  | \$ 6,000.00            | \$         | 6,500.00  | \$ 6,500.00            |
| 64. New Water Service, 1.5", Trench A, Copper                        | 75       | LF   | \$         | 90.00     | \$ 6,750.00            | \$         | 90.00     | \$ 6,750.00            | \$         | 70.00     | \$ 5,250.00            |
| 65. New Water Service, 1", Trench A, Copper                          | 741      | LF   | \$         | 90.00     | \$ 66,690.00           | \$         | 80.00     | \$ 59,280.00           | \$         | 60.00     | \$ 44,460.00           |
| 66. New Water Service, 1", Trench A, PEX                             | 11       | LF   | \$         | 70.00     | \$ 770.00              | \$         | 100.00    | \$ 1,100.00            | \$         | 50.00     | \$ 550.00              |
| 67. New Water Service", 1", Private Property (Bored), PEX            | 135      | LF   | \$         | 150.00    | \$ 20,250.00           | \$         | 80.00     | \$ 10,800.00           | \$         | 90.00     | \$ 12,150.00           |
| 68. Water Service Connection, 1.5"                                   | 3        | EA   | \$         | 4,000.00  | \$ 12,000.00           | \$         | 1,800.00  | \$ 5,400.00            | \$         | 1,500.00  | \$ 4,500.00            |
| 69. Water Service Connection, 1"                                     | 33       | EA   | \$         | 3,500.00  | \$ 115,500.00          | \$         | 1,500.00  | \$ 49,500.00           | \$         | 1,200.00  | \$ 39,600.00           |
| 70. Water Service Connection, 1", Connection at Meter, 155 Wimbleton | 1        | EA   | \$         | 5,000.00  | \$ 5,000.00            | \$         | 6,000.00  | \$ 6,000.00            | \$         | 5,000.00  | \$ 5,000.00            |
| 71. Water Service Connection, 1", Connection at Meter, 951 Twin Oaks | 1        | EA   | \$         | 5,000.00  | \$ 5,000.00            | \$         | 6,000.00  | \$ 6,000.00            | \$         | 5,000.00  | \$ 5,000.00            |
| 72. Water Service Connection, 1", Connection at Meter, 999 Twin Oaks | 1        | EA   | \$         | 5,000.00  | \$ 5,000.00            | \$         | 6,000.00  | \$ 6,000.00            | \$         | 5,000.00  | \$ 5,000.00            |
| 73. Install Curb Stop & Box, 1"                                      | 19       | EA   | \$         | 2,000.00  | \$ 38,000.00           | \$         | 600.00    | \$ 11,400.00           | \$         | 1,500.00  | \$ 28,500.00           |
| 74. Hydra-Stop, Insta-Valve 250, 16"                                 | 1        | EA   | \$         | 35,560.00 | \$ 35,560.00           | \$         | 41,000.00 | \$ 41,000.00           | \$         | 5,000.00  | \$ 5,000.00            |
| 75. Hydra-Stop, Insta-Valve 250, 6"                                  | 1        | EA   | \$         | 6,360.00  | \$ 6,360.00            | \$         | 10,000.00 | \$ 10,000.00           | \$         | 1,000.00  | \$ 1,000.00            |
| 76. Hydra-Stop, Line-Stop, 16"                                       | 1        | EA   | \$         | 500.00    | \$ 500.00              | \$         | 20,000.00 | \$ 20,000.00           | \$         | 2,500.00  | \$ 2,500.00            |
| 77. Hydra-Stop, Line-Stop, 6"                                        | 1        | EA   | \$         | 4,150.00  | \$ 4,150.00            | \$         | 10,000.00 | \$ 10,000.00           | \$         | 100.00    | \$ 100.00              |
| 78. Hydra-Stop, Line-Stop, 4"                                        | 1        | EA   | \$         | 4,050.00  | \$ 4,050.00            | \$         | 10,000.00 | \$ 10,000.00           | \$         | 100.00    | \$ 100.00              |
| 79. Abandon Existing Water Mains, Entire Project                     | 1        | LS   | \$         | 29,000.00 | \$ 29,000.00           | \$         | 10,000.00 | \$ 10,000.00           | \$         | 25,000.00 | \$ 25,000.00           |
| <b>SUBTOTAL - WATER MAIN PAY ITEMS</b>                               |          |      |            |           | <b>\$ 958,710.00</b>   |            |           | <b>\$ 834,855.00</b>   |            |           | <b>\$ 816,950.00</b>   |
| <b>PAVING PAY ITEMS</b>                                              |          |      |            |           |                        |            |           |                        |            |           |                        |
| 80. Earth Excavation                                                 | 2,850    | CY   | \$         | 25.00     | \$ 71,250.00           | \$         | 50.00     | \$ 142,500.00          | \$         | 65.00     | \$ 185,250.00          |
| 81. Subgrade Undercutting, 21AA Limestone                            | 445      | CY   | \$         | 50.00     | \$ 22,250.00           | \$         | 80.00     | \$ 35,600.00           | \$         | 10.00     | \$ 4,450.00            |

BID TABULATION  
CITY OF BIRMINGHAM  
2025 WIMBLETON DRIVE PAVING PROJECT  
CONTRACT #6-25(W)

Bids Due: March 12, 2025

**Eminent Excavating LLC**  
514 S. Fort Street  
Detroit, Michigan 48217

**DiPonio Contracting**  
51251 Simone Industrial Drive  
Shelby Twp, MI 48316

**F.D.M Contracting, Inc.**  
49156 Van Dyke  
Shelby Twp., Michigan 48317

| Item                                                         | Quantity  | Unit | Unit Price    | Total Cost           | Unit Price    | Total Cost           | Unit Price    | Total Cost           |
|--------------------------------------------------------------|-----------|------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
| 82. Subgrade Undercutting, 1"x3" Limestone                   | 100       | CY   | \$ 65.00      | \$ 6,500.00          | \$ 80.00      | \$ 8,000.00          | \$ 10.00      | \$ 1,000.00          |
| 83. Subgrade Geogrid Fabric, Tensar Triax TX130S             | 1,250     | SY   | \$ 8.00       | \$ 10,000.00         | \$ 5.00       | \$ 6,250.00          | \$ 1.00       | \$ 1,250.00          |
| 84. Remove and Salvage Brick Pavers                          | 700       | SF   | \$ 1.00       | \$ 700.00            | \$ 5.00       | \$ 3,500.00          | \$ 5.00       | \$ 3,500.00          |
| 85. Removing Concrete Drive Approach                         | 435       | SY   | \$ 12.00      | \$ 5,220.00          | \$ 20.00      | \$ 8,700.00          | \$ 12.00      | \$ 5,220.00          |
| 86. Removing Asphalt Drive Approach                          | 249       | SY   | \$ 12.00      | \$ 2,988.00          | \$ 15.00      | \$ 3,735.00          | \$ 12.00      | \$ 2,988.00          |
| 87. Removing Concrete Sidewalk & Ramp (sawcutting included)  | 414       | SY   | \$ 12.00      | \$ 4,968.00          | \$ 18.00      | \$ 7,452.00          | \$ 12.00      | \$ 4,968.00          |
| 88. Removing Pavement Full Depth (Curb & Gutter included)    | 5,300     | SY   | \$ 11.00      | \$ 58,300.00         | \$ 6.00       | \$ 31,800.00         | \$ 10.00      | \$ 53,000.00         |
| 89. Aggregate Base, MDOT 21AA Limestone, 8"                  | 6,310     | SY   | \$ 16.50      | \$ 104,115.00        | \$ 22.00      | \$ 138,820.00        | \$ 22.00      | \$ 138,820.00        |
| 90. Capeseal Surface                                         | 5,300     | SY   | \$ 17.00      | \$ 90,100.00         | \$ 16.25      | \$ 86,125.00         | \$ 20.00      | \$ 106,000.00        |
| 91. Bituminous Mixture No. 4EML (Handpatching for Driveways) | 21        | TON  | \$ 350.00     | \$ 7,350.00          | \$ 350.00     | \$ 7,350.00          | \$ 400.00     | \$ 8,400.00          |
| 92. Concrete Curb & Gutter (18" Wide, "Birmingham Roll")     | 3,570     | LF   | \$ 22.50      | \$ 80,325.00         | \$ 23.00      | \$ 82,110.00         | \$ 20.50      | \$ 73,185.00         |
| 93. Concrete Drive Approach, 6" Thick on 6" 21AA Limestone   | 614       | SY   | \$ 63.00      | \$ 38,682.00         | \$ 90.00      | \$ 55,260.00         | \$ 70.00      | \$ 42,980.00         |
| 94. Concrete Drive Approach, 7" Thick on 8" 21AA Limestone   | 50        | SY   | \$ 63.00      | \$ 3,150.00          | \$ 100.00     | \$ 5,000.00          | \$ 85.00      | \$ 4,250.00          |
| 95. Concrete Sidewalk, 6" (Includes Ramps)                   | 1,325     | SF   | \$ 7.50       | \$ 9,937.50          | \$ 13.00      | \$ 17,225.00         | \$ 11.00      | \$ 14,575.00         |
| 96. Concrete Sidewalk, 4"                                    | 3,180     | SF   | \$ 5.75       | \$ 18,285.00         | \$ 9.00       | \$ 28,620.00         | \$ 5.25       | \$ 16,695.00         |
| 97. Reinstall Salvaged Brick Pavers                          | 275       | SF   | \$ 40.00      | \$ 11,000.00         | \$ 70.00      | \$ 19,250.00         | \$ 20.00      | \$ 5,500.00          |
| 98. Handicap Ramp Truncated Domes                            | 185       | SF   | \$ 20.00      | \$ 3,700.00          | \$ 50.00      | \$ 9,250.00          | \$ 75.00      | \$ 13,875.00         |
| 99. Adjust Structure Cover                                   | 5         | EA   | \$ 800.00     | \$ 4,000.00          | \$ 1,400.00   | \$ 7,000.00          | \$ 1,000.00   | \$ 5,000.00          |
| 100. Maintenance Aggregate for Entire Project                | 1         | LS   | \$ 20,000.00  | \$ 20,000.00         | \$ 20,000.00  | \$ 20,000.00         | \$ 50,000.00  | \$ 50,000.00         |
| <b>SUBTOTAL - PAVING PAY ITEMS</b>                           |           |      |               | <b>\$ 572,820.50</b> |               | <b>\$ 723,547.00</b> |               | <b>\$ 740,906.00</b> |
| <b>GENERAL PAY ITEMS</b>                                     |           |      |               |                      |               |                      |               |                      |
| 101. Mobilization (Max. 5% of Bid)                           | 1         | LS   | \$ 190,000.00 | \$ 190,000.00        | \$ 210,000.00 | \$ 210,000.00        | \$ 230,000.00 | \$ 230,000.00        |
| 102. Traffic Maintenance & Control                           | 1         | LS   | \$ 5,180.00   | \$ 5,180.00          | \$ 20,000.00  | \$ 20,000.00         | \$ 25,000.00  | \$ 25,000.00         |
| 103. Inspector Crew Days                                     | \$ 650.00 | DAYS | 70            | \$ 45,500.00         | 190           | \$ 123,500.00        | 130           | \$ 84,500.00         |
| 104. Water and Sewer Allowance                               | 1         | LS   | \$ 65,000.00  | \$ 65,000.00         | \$ 65,000.00  | \$ 65,000.00         | \$ 65,000.00  | \$ 65,000.00         |
| 105. Audio-Video Route Survey                                | 1         | LS   | \$ 1,050.00   | \$ 1,050.00          | \$ 975.00     | \$ 975.00            | \$ 2,500.00   | \$ 2,500.00          |
| 106. Salvage Existing Signs                                  | 1         | LS   | \$ 1.00       | \$ 1.00              | \$ 1,000.00   | \$ 1,000.00          | \$ 1,000.00   | \$ 1,000.00          |
| 107. New Signs                                               | 80        | SF   | \$ 40.00      | \$ 3,200.00          | \$ 25.00      | \$ 2,000.00          | \$ 25.00      | \$ 2,000.00          |
| 108. Sign Post, U-Channel                                    | 240       | LF   | \$ 10.00      | \$ 2,400.00          | \$ 15.00      | \$ 3,600.00          | \$ 12.00      | \$ 2,880.00          |
| 109. Tree Protection, 3" Dia. Or Greater                     | 66        | EA   | \$ 300.00     | \$ 19,800.00         | \$ 200.00     | \$ 13,200.00         | \$ 125.00     | \$ 8,250.00          |
| 110. Silt Fencing, 18" Height                                | 260       | LF   | \$ 7.00       | \$ 1,820.00          | \$ 4.00       | \$ 1,040.00          | \$ 5.00       | \$ 1,300.00          |
| 111. Mulch, 3"                                               | 155       | SY   | \$ 8.00       | \$ 1,240.00          | \$ 7.10       | \$ 1,100.50          | \$ 20.00      | \$ 3,100.00          |
| 112. Topsoil, 3"                                             | 3,900     | SY   | \$ 7.50       | \$ 29,250.00         | \$ 6.85       | \$ 26,715.00         | \$ 10.00      | \$ 39,000.00         |
| 113. Sod, Class A                                            | 3,900     | SY   | \$ 7.75       | \$ 30,225.00         | \$ 7.00       | \$ 27,300.00         | \$ 10.00      | \$ 39,000.00         |
| 114. Inlet Filter                                            | 19        | EA   | \$ 150.00     | \$ 2,850.00          | \$ 125.00     | \$ 2,375.00          | \$ 125.00     | \$ 2,375.00          |
| 115. Inlet Sediment Pit                                      | 19        | EA   | \$ 150.00     | \$ 2,850.00          | \$ 225.00     | \$ 4,275.00          | \$ 1.00       | \$ 19.00             |
| <b>SUBTOTAL - GENERAL PAY ITEMS</b>                          |           |      |               | <b>\$ 400,366.00</b> |               | <b>\$ 502,080.50</b> |               | <b>\$ 505,924.00</b> |
| <b>ALTERNATE #1 - ROUGE RIVER STORM OUTFALL IMPROVEMENTS</b> |           |      |               |                      |               |                      |               |                      |
| 116. 42" Storm Sewer, C76, CL-IV, Trench A                   | 10        | LF   | \$ 1,000.00   | \$ 10,000.00         | \$ 500.00     | \$ 5,000.00          | \$ 1,000.00   | \$ 10,000.00         |
| 117. New 6'-0" Diameter Storm Manhole, Construct Online      | 1         | EA   | \$ 20,000.00  | \$ 20,000.00         | \$ 16,000.00  | \$ 16,000.00         | \$ 25,000.00  | \$ 25,000.00         |
| 118. New 42" Dia. End Section w/ Bar Screen                  | 1         | EA   | \$ 7,500.00   | \$ 7,500.00          | \$ 15,000.00  | \$ 15,000.00         | \$ 15,000.00  | \$ 15,000.00         |

BID TABULATION  
CITY OF BIRMINGHAM  
2025 WIMBLETON DRIVE PAVING PROJECT  
CONTRACT #6-25(W)

Bids Due: March 12, 2025

**Eminent Excavating LLC**  
514 S. Fort Street  
Detroit, Michigan 48217

**DiPonio Contracting**  
51251 Simone Industrial Drive  
Shelby Twp, MI 48316

**F.D.M Contracting, Inc.**  
49156 Van Dyke  
Shelby Twp., Michigan 48317

| Item                                                                    | Quantity  | Unit | Unit Price   | Total Cost             | Unit Price   | Total Cost             | Unit Price   | Total Cost             |
|-------------------------------------------------------------------------|-----------|------|--------------|------------------------|--------------|------------------------|--------------|------------------------|
| 119. Pre-Lining Preparation, Cleaning & Video Inspection, 48-inch Sewer | 244       | LF   | \$ 23.50     | \$ 5,734.00            | \$ 23.50     | \$ 5,734.00            | \$ 25.00     | \$ 6,100.00            |
| 120. Sewer Lining, Pre-Liner, 48" RIFI-CIPP                             | 244       | LF   | \$ 20.00     | \$ 4,880.00            | \$ 20.00     | \$ 4,880.00            | \$ 35.00     | \$ 8,540.00            |
| 121. Sewer Lining, 48" RIFI-CIPP                                        | 244       | LF   | \$ 585.00    | \$ 142,740.00          | \$ 585.00    | \$ 142,740.00          | \$ 750.00    | \$ 183,000.00          |
| 122. Cut/Grind Protruding Sewer Leads, Any Material                     | 2         | EA   | \$ 615.00    | \$ 1,230.00            | \$ 615.00    | \$ 1,230.00            | \$ 750.00    | \$ 1,500.00            |
| 123. Cut/Grind Root Intrusion                                           | 5         | EA   | \$ 420.00    | \$ 2,100.00            | \$ 420.00    | \$ 2,100.00            | \$ 500.00    | \$ 2,500.00            |
| 124. Cut/Grind Mineral Deposit                                          | 5         | EA   | \$ 420.00    | \$ 2,100.00            | \$ 420.00    | \$ 2,100.00            | \$ 500.00    | \$ 2,500.00            |
| 125. Remove Ex. 42" Storm Headwall                                      | 1         | EA   | \$ 7,500.00  | \$ 7,500.00            | \$ 3,000.00  | \$ 3,000.00            | \$ 10,000.00 | \$ 10,000.00           |
| 126. Remove Ex. 42" Storm Sewer                                         | 30        | LF   | \$ 750.00    | \$ 22,500.00           | \$ 100.00    | \$ 3,000.00            | \$ 200.00    | \$ 6,000.00            |
| 127. Earth Excavation, Alternate #1                                     | 325       | CY   | \$ 100.00    | \$ 32,500.00           | \$ 100.00    | \$ 32,500.00           | \$ 100.00    | \$ 32,500.00           |
| 128. Remove & Replace Woodward Ave. Sidewalk                            | 300       | SF   | \$ 20.00     | \$ 6,000.00            | \$ 12.00     | \$ 3,600.00            | \$ 20.00     | \$ 6,000.00            |
| 129. Remove & Replace Woodward Ave. Guardrail                           | 60        | LF   | \$ 120.00    | \$ 7,200.00            | \$ 125.00    | \$ 7,500.00            | \$ 100.00    | \$ 6,000.00            |
| 130. Mobilization (Max. 5% of Bid Alternate #1 Total)                   | 1         | LS   | \$ 16,000.00 | \$ 16,000.00           | \$ 17,500.00 | \$ 17,500.00           | \$ 17,000.00 | \$ 17,000.00           |
| 131. Traffic Maintenance & Control, Alternate #1                        | 1         | LS   | \$ 25,000.00 | \$ 25,000.00           | \$ 3,500.00  | \$ 3,500.00            | \$ 25,000.00 | \$ 25,000.00           |
| 132. Inspector Crew Days, Alternate#1                                   | \$ 650.00 | DAYS | 8            | \$ 5,200.00            | 20           | \$ 13,000.00           | 20           | \$ 13,000.00           |
| 133. Silt Fencing, 30" Height                                           | 250       | LF   | \$ 15.00     | \$ 3,750.00            | \$ 4.00      | \$ 1,000.00            | \$ 5.00      | \$ 1,250.00            |
| 134. Lawn Restoration Along Bank at Storm Outlet                        | 1         | LS   | \$ 8,000.00  | \$ 8,000.00            | \$ 5,250.00  | \$ 5,250.00            | \$ 10,000.00 | \$ 10,000.00           |
| 135. Gravity Retaining Wall, Boulder                                    | 365       | FSF  | \$ 105.00    | \$ 38,325.00           | \$ 110.00    | \$ 40,150.00           | \$ 100.00    | \$ 36,500.00           |
| 136. Natural Stone Rip-Rap & 1x3 Energy Dissipating Pool (per detail)   | 130       | SY   | \$ 55.00     | \$ 7,150.00            | \$ 350.00    | \$ 45,500.00           | \$ 100.00    | \$ 13,000.00           |
| <b>SUBTOTAL - ALTERNATE #1 - ROUGE RIVER STORM OUTFALL IMPROVEMENTS</b> |           |      |              | <b>\$ 375,409.00</b>   |              | <b>\$ 370,284.00</b>   |              | <b>\$ 430,390.00</b>   |
| <b>WIMBLETON DRIVE PAVING PROJECT TOTAL:</b>                            |           |      |              | <b>\$ 3,988,150.50</b> |              | <b>\$ 4,405,744.50</b> |              | <b>\$ 4,717,486.00</b> |
| <b>WIMBLETON DRIVE PAVING PROJECT WITH ALTERNATE #1 TOTAL:</b>          |           |      |              | <b>\$ 4,363,559.50</b> |              | <b>\$ 4,776,028.50</b> |              | <b>\$ 5,147,876.00</b> |

Corrected By Engineering \*



**BID TABULATION - ADDENDUM #3 (ALT. #2 PAVING SCOPE)**

CITY OF BIRMINGHAM

2025 WIMBLETON DRIVE PAVING PROJECT

CONTRACT #6-25(W)

**Eminent Excavating LLC**514 S. Fort Street  
Detroit, Michigan 48217**DiPonio Contracting**51251 Simone Industrial Drive  
Shelby Twp, MI 48316

| Item                                                                            | Quantity      | Unit      | Unit Price      | Total Cost            | Unit Price      | Total Cost            |
|---------------------------------------------------------------------------------|---------------|-----------|-----------------|-----------------------|-----------------|-----------------------|
| <b>SEWER PAY ITEMS</b>                                                          |               |           |                 |                       |                 |                       |
| 1. 18" Combined Sewer, PVC SDR 26, Trench A                                     | 907           | LF        | \$ 350.00       | \$ 317,450.00         | \$ 450.00       | \$ 408,150.00         |
| 2. 12" Combined Sewer, PVC SDR 26, Trench A                                     | 21            | LF        | \$ 266.00       | \$ 5,586.00           | \$ 350.00       | \$ 7,350.00           |
| 3. 10" Combined Sewer, PVC SDR 26, Trench A                                     | 392           | LF        | \$ 245.00       | \$ 96,040.00          | \$ 260.00       | \$ 101,920.00         |
| 4. 42" Storm Sewer, C76, CL-IV, Trench A                                        | 1,304         | LF        | \$ 480.00       | \$ 625,920.00         | \$ 495.00       | \$ 645,480.00         |
| 5. 36" Storm Sewer, C76, CL-IV, Trench A                                        | 168           | LF        | \$ 600.00       | \$ 100,800.00         | \$ 1,100.00     | \$ 184,800.00         |
| 6. 24" Storm Sewer, C76, CL-IV, Trench A                                        | 257           | LF        | \$ 269.00       | \$ 69,133.00          | \$ 225.00       | \$ 57,825.00          |
| 7. 18" Storm Sewer, C76, CL-IV, Trench A                                        | 233           | LF        | \$ 245.00       | \$ 57,085.00          | \$ 169.00       | \$ 39,377.00          |
| 8. 12" Storm Sewer, C76, CL-IV, Trench A                                        | 69            | LF        | \$ 150.00       | \$ 10,350.00          | \$ 130.00       | \$ 8,970.00           |
| 9. 10" Storm Sewer, PVC SDR 26, Trench A                                        | 138           | LF        | \$ 150.00       | \$ 20,700.00          | \$ 100.00       | \$ 13,800.00          |
| 10. Sewer Service, 6" PVC SDR 23.5                                              | 928           | LF        | \$ 100.00       | \$ 92,800.00          | \$ 190.00       | \$ 176,320.00         |
| 11. 6" Perforated Pipe Underdrain (No sock)                                     | 2,040         | LF        | \$ 25.00        | \$ 51,000.00          | \$ 25.00        | \$ 51,000.00          |
| <b>11A. 6" Perforated Pipe Underdrain (No sock)</b>                             | <b>-2,040</b> | <b>LF</b> | <b>\$ 25.00</b> | <b>\$ (51,000.00)</b> | <b>\$ 25.00</b> | <b>\$ (51,000.00)</b> |
| 12. New 6'-0" Diameter Combined Manhole w/ Two Int. Drop Connections            | 1             | EA        | \$ 13,000.00    | \$ 13,000.00          | \$ 18,000.00    | \$ 18,000.00          |
| 13. New 5'-0" Diameter Combined Manhole w/ Int. Drop Connection                 | 1             | EA        | \$ 8,000.00     | \$ 8,000.00           | \$ 15,000.00    | \$ 15,000.00          |
| 14. New 4'-0" Diameter Combined Manhole, Construct Online                       | 3             | EA        | \$ 6,500.00     | \$ 19,500.00          | \$ 9,100.00     | \$ 27,300.00          |
| 15. New 4'-0" Diameter Combined Manhole                                         | 5             | EA        | \$ 5,500.00     | \$ 27,500.00          | \$ 7,500.00     | \$ 37,500.00          |
| 16. Contech SCX-10 Water Quality Structure                                      | 1             | EA        | \$ 150,000.00   | \$ 150,000.00         | \$ 130,000.00   | \$ 130,000.00         |
| 17. New 6'-0" Diameter Storm Manhole w/ 2' Sump & Elevated 36" Dia. Overflow    | 1             | EA        | \$ 10,000.00    | \$ 10,000.00          | \$ 12,500.00    | \$ 12,500.00          |
| 18. New 6'-0" Diameter Storm Manhole                                            | 3             | EA        | \$ 9,500.00     | \$ 28,500.00          | \$ 10,000.00    | \$ 30,000.00          |
| 19. New 6'-0" Diameter Storm Catch Basin w/ 2' Sump & Offset Grate (Per Detail) | 11            | EA        | \$ 9,500.00     | \$ 104,500.00         | \$ 10,000.00    | \$ 110,000.00         |
| 20. New 5'-0" Diameter Storm Manhole w/ 2' Sump                                 | 1             | EA        | \$ 7,500.00     | \$ 7,500.00           | \$ 8,000.00     | \$ 8,000.00           |
| 21. New 4'-0" Diameter Storm Manhole, Construct Online                          | 1             | EA        | \$ 6,000.00     | \$ 6,000.00           | \$ 6,000.00     | \$ 6,000.00           |
| 22. New 4'-0" Diameter Storm Manhole                                            | 1             | EA        | \$ 5,500.00     | \$ 5,500.00           | \$ 4,500.00     | \$ 4,500.00           |
| 23. New 4'-0" Diameter Storm Catch Basin w/ 2' Sump                             | 5             | EA        | \$ 5,000.00     | \$ 25,000.00          | \$ 4,000.00     | \$ 20,000.00          |
| 24. New 2'-0" Diameter Storm Inlet                                              | 3             | EA        | \$ 3,500.00     | \$ 10,500.00          | \$ 2,500.00     | \$ 7,500.00           |
| 25. Sewer Investigation, Laterals                                               | 36            | EA        | \$ 450.00       | \$ 16,200.00          | \$ 1,000.00     | \$ 36,000.00          |
| 26. Sewer Service Tap, 6"                                                       | 48            | EA        | \$ 750.00       | \$ 36,000.00          | \$ 1,200.00     | \$ 57,600.00          |
| 27. Sewer Service Connection, 6"                                                | 7             | EA        | \$ 750.00       | \$ 5,250.00           | \$ 750.00       | \$ 5,250.00           |
| 28. Sewer Tap, Combined, OCWRC, 18"                                             | 1             | EA        | \$ 3,000.00     | \$ 3,000.00           | \$ 6,000.00     | \$ 6,000.00           |
| 29. Sewer Tap, Combined, OCWRC, 10"                                             | 2             | EA        | \$ 2,500.00     | \$ 5,000.00           | \$ 4,000.00     | \$ 8,000.00           |
| 30. Sewer Tap, Storm, 42"                                                       | 1             | EA        | \$ 3,500.00     | \$ 3,500.00           | \$ 6,000.00     | \$ 6,000.00           |
| 31. Sewer Stub w/ Capped End, Storm, 36"                                        | 1             | EA        | \$ 2,500.00     | \$ 2,500.00           | \$ 3,500.00     | \$ 3,500.00           |
| 32. Sewer Stub w/ Capped End, Storm, 24"                                        | 2             | EA        | \$ 2,000.00     | \$ 4,000.00           | \$ 2,500.00     | \$ 5,000.00           |
| 33. Sewer Stub w/ Capped End, Storm, 18"                                        | 2             | EA        | \$ 1,500.00     | \$ 3,000.00           | \$ 2,000.00     | \$ 4,000.00           |
| 34. Install Concrete Saddle at Utility Crossing                                 | 3             | EA        | \$ 400.00       | \$ 1,200.00           | \$ 1,000.00     | \$ 3,000.00           |

**BID TABULATION - ADDENDUM #3 (ALT. #2 PAVING SCOPE)**

CITY OF BIRMINGHAM

2025 WIMBLETON DRIVE PAVING PROJECT

CONTRACT #6-25(W)

**Eminent Excavating LLC**514 S. Fort Street  
Detroit, Michigan 48217**DiPonio Contracting**51251 Simone Industrial Drive  
Shelby Twp, MI 48316

| Item                                                       | Quantity | Unit | Unit Price   | Total Cost   | Unit Price   | Total Cost   |
|------------------------------------------------------------|----------|------|--------------|--------------|--------------|--------------|
| 35. Reconstruct Manhole (if and where needed)              | 25       | VF   | \$ 400.00    | \$ 10,000.00 | \$ 500.00    | \$ 12,500.00 |
| 36. Remove & Replace Structure Cover (as directed by City) | 1,650    | LB   | \$ 4.00      | \$ 6,600.00  | \$ 3.00      | \$ 4,950.00  |
| 37. Remove Ex. Sewer Manhole                               | 16       | EA   | \$ 850.00    | \$ 13,600.00 | \$ 1,000.00  | \$ 16,000.00 |
| 38. Remove Ex. Drainage Structure                          | 10       | EA   | \$ 850.00    | \$ 8,500.00  | \$ 1,000.00  | \$ 10,000.00 |
| 39. Abandon Ex. 12" Combined Sewer                         | 471      | LF   | \$ 25.00     | \$ 11,775.00 | \$ 10.00     | \$ 4,710.00  |
| 40. Abandon Ex. 8" Combined Sewer                          | 397      | LF   | \$ 25.00     | \$ 9,925.00  | \$ 10.00     | \$ 3,970.00  |
| 41. Remove Ex. 24" Combined Sewer                          | 18       | LF   | \$ 30.00     | \$ 540.00    | \$ 80.00     | \$ 1,440.00  |
| 42. Remove Ex. 12" Combined Sewer                          | 466      | LF   | \$ 30.00     | \$ 13,980.00 | \$ 25.00     | \$ 11,650.00 |
| 43. Remove Ex. 10" Combined Sewer                          | 70       | LF   | \$ 30.00     | \$ 2,100.00  | \$ 25.00     | \$ 1,750.00  |
| 44. Remove Ex. 18" Storm Sewer                             | 66       | LF   | \$ 30.00     | \$ 1,980.00  | \$ 25.00     | \$ 1,650.00  |
| 45. Remove Ex. 10" Storm Sewer                             | 8        | LF   | \$ 30.00     | \$ 240.00    | \$ 25.00     | \$ 200.00    |
| 46. Bulkhead Structure, 24"                                | 1        | EA   | \$ 2,000.00  | \$ 2,000.00  | \$ 1,000.00  | \$ 1,000.00  |
| 47. Bulkhead Structure, 12" or Less                        | 2        | EA   | \$ 1,000.00  | \$ 2,000.00  | \$ 800.00    | \$ 1,600.00  |
| 48. Bulkhead Pipe, Larger than 8"                          | 10       | EA   | \$ 1,000.00  | \$ 10,000.00 | \$ 600.00    | \$ 6,000.00  |
| 49. Clean and Televis Ex. Storm Outfall                    | 1        | LS   | \$ 6,000.00  | \$ 6,000.00  | \$ 2,200.00  | \$ 2,200.00  |
| 50. CCTV Sewer Acceptance Inspection                       | 1        | LS   | \$ 15,000.00 | \$ 15,000.00 | \$ 10,000.00 | \$ 10,000.00 |

**SUBTOTAL - SEWER PAY ITEMS****\$ 2,005,254.00****\$ 2,294,262.00****WATER MAIN PAY ITEMS**

|                                                     |       |    |              |               |              |               |
|-----------------------------------------------------|-------|----|--------------|---------------|--------------|---------------|
| 51. Remove Hydrant                                  | 2     | EA | \$ 750.00    | \$ 1,500.00   | \$ 900.00    | \$ 1,800.00   |
| 52. Remove Gate Valve Well                          | 3     | EA | \$ 1,000.00  | \$ 3,000.00   | \$ 1,100.00  | \$ 3,300.00   |
| 53. 12" Gate Valve & Well                           | 8     | EA | \$ 10,000.00 | \$ 80,000.00  | \$ 9,000.00  | \$ 72,000.00  |
| 54. Fire Hydrant Assembly, Complete                 | 6     | EA | \$ 8,500.00  | \$ 51,000.00  | \$ 8,500.00  | \$ 51,000.00  |
| 55. 16" D.I. CL 52 Water Main w/ Polywrap, Trench A | 10    | LF | \$ 500.00    | \$ 5,000.00   | \$ 500.00    | \$ 5,000.00   |
| 56. 12" D.I. CL 52 Water Main w/ Polywrap, Trench A | 1,307 | LF | \$ 225.00    | \$ 294,075.00 | \$ 220.00    | \$ 287,540.00 |
| 57. 8" D.I. CL 52 Water Main w/ Polywrap, Trench A  | 478   | LF | \$ 220.00    | \$ 105,160.00 | \$ 195.00    | \$ 93,210.00  |
| 58. 6" D.I. CL 52 Water Main w/ Polywrap, Trench A  | 85    | LF | \$ 215.00    | \$ 18,275.00  | \$ 175.00    | \$ 14,875.00  |
| 59. 4" D.I. CL 52 Water Main w/ Polywrap, Trench A  | 22    | LF | \$ 210.00    | \$ 4,620.00   | \$ 200.00    | \$ 4,400.00   |
| 60. 16" Water Main Connection to Ex. 16" Water Main | 1     | EA | \$ 10,500.00 | \$ 10,500.00  | \$ 10,000.00 | \$ 10,000.00  |
| 61. 8" Water Main Connection to Ex. 8" Water Main   | 1     | EA | \$ 9,000.00  | \$ 9,000.00   | \$ 7,500.00  | \$ 7,500.00   |
| 62. 6" Water Main Connection to Ex. 6" Water Main   | 2     | EA | \$ 7,500.00  | \$ 15,000.00  | \$ 7,500.00  | \$ 15,000.00  |
| 63. 4" Water Main Connection to Ex. 4" Water Main   | 1     | EA | \$ 7,000.00  | \$ 7,000.00   | \$ 6,000.00  | \$ 6,000.00   |
| 64. New Water Service, 1.5", Trench A, Copper       | 75    | LF | \$ 90.00     | \$ 6,750.00   | \$ 90.00     | \$ 6,750.00   |
| 65. New Water Service, 1", Trench A, Copper         | 741   | LF | \$ 90.00     | \$ 66,690.00  | \$ 80.00     | \$ 59,280.00  |
| 66. New Water Service, 1", Trench A, PEX            | 11    | LF | \$ 70.00     | \$ 770.00     | \$ 100.00    | \$ 1,100.00   |

**BID TABULATION - ADDENDUM #3 (ALT. #2 PAVING SCOPE)**

CITY OF BIRMINGHAM

2025 WIMBLETON DRIVE PAVING PROJECT

CONTRACT #6-25(W)

**Eminent Excavating LLC**514 S. Fort Street  
Detroit, Michigan 48217**DiPonio Contracting**51251 Simone Industrial Drive  
Shelby Twp, MI 48316

| Item                                                                 | Quantity | Unit | Unit Price |           | Total Cost           | Unit Price |           | Total Cost           |
|----------------------------------------------------------------------|----------|------|------------|-----------|----------------------|------------|-----------|----------------------|
| 67. New Water Service", 1", Private Property (Bored), PEX            | 135      | LF   | \$         | 150.00    | \$ 20,250.00         | \$         | 80.00     | \$ 10,800.00         |
| 68. Water Service Connection, 1.5"                                   | 3        | EA   | \$         | 4,000.00  | \$ 12,000.00         | \$         | 1,800.00  | \$ 5,400.00          |
| 69. Water Service Connection, 1"                                     | 33       | EA   | \$         | 3,500.00  | \$ 115,500.00        | \$         | 1,500.00  | \$ 49,500.00         |
| 70. Water Service Connection, 1", Connection at Meter, 155 Wimbeldon | 1        | EA   | \$         | 5,000.00  | \$ 5,000.00          | \$         | 6,000.00  | \$ 6,000.00          |
| 71. Water Service Connection, 1", Connection at Meter, 951 Twin Oaks | 1        | EA   | \$         | 5,000.00  | \$ 5,000.00          | \$         | 6,000.00  | \$ 6,000.00          |
| 72. Water Service Connection, 1", Connection at Meter, 999 Twin Oaks | 1        | EA   | \$         | 5,000.00  | \$ 5,000.00          | \$         | 6,000.00  | \$ 6,000.00          |
| 73. Install Curb Stop & Box, 1"                                      | 19       | EA   | \$         | 2,000.00  | \$ 38,000.00         | \$         | 600.00    | \$ 11,400.00         |
| 74. Hydra-Stop, Insta-Valve 250, 16"                                 | 1        | EA   | \$         | 35,560.00 | \$ 35,560.00         | \$         | 41,000.00 | \$ 41,000.00         |
| 75. Hydra-Stop, Insta-Valve 250, 6"                                  | 1        | EA   | \$         | 6,360.00  | \$ 6,360.00          | \$         | 10,000.00 | \$ 10,000.00         |
| 76. Hydra-Stop, Line-Stop, 16"                                       | 1        | EA   | \$         | 500.00    | \$ 500.00            | \$         | 20,000.00 | \$ 20,000.00         |
| 77. Hydra-Stop, Line-Stop, 6"                                        | 1        | EA   | \$         | 4,150.00  | \$ 4,150.00          | \$         | 10,000.00 | \$ 10,000.00         |
| 78. Hydra-Stop, Line-Stop, 4"                                        | 1        | EA   | \$         | 4,050.00  | \$ 4,050.00          | \$         | 10,000.00 | \$ 10,000.00         |
| 79. Abandon Existing Water Mains, Entire Project                     | 1        | LS   | \$         | 29,000.00 | \$ 29,000.00         | \$         | 10,000.00 | \$ 10,000.00         |
| <b>SUBTOTAL - WATER MAIN PAY ITEMS</b>                               |          |      |            |           | <b>\$ 958,710.00</b> |            |           | <b>\$ 834,855.00</b> |

**PAVING PAY ITEMS - ALTERNATE #2 PAVING SCOPE**

|                                                                                        |       |     |    |        |              |    |        |              |
|----------------------------------------------------------------------------------------|-------|-----|----|--------|--------------|----|--------|--------------|
| 80A. Earth Excavation                                                                  | 450   | CY  | \$ | 50.00  | \$ 22,500.00 | \$ | 80.00  | \$ 36,000.00 |
| 81A. Subgrade Undercutting, 21AA Limestone                                             | 150   | CY  | \$ | 65.00  | \$ 9,750.00  | \$ | 80.00  | \$ 12,000.00 |
| 82A. Subgrade Undercutting, 1"x3" Limestone                                            | 75    | CY  | \$ | 65.00  | \$ 4,875.00  | \$ | 80.00  | \$ 6,000.00  |
| 83A. Subgrade Geogrid Fabric, Tensar Triax TX130S                                      | 300   | SY  | \$ | 13.00  | \$ 3,900.00  | \$ | 5.00   | \$ 1,500.00  |
| 84A. Remove and Salvage Brick Pavers                                                   | 590   | SF  | \$ | 1.00   | \$ 590.00    | \$ | 5.00   | \$ 2,950.00  |
| 85A. Removing Concrete Drive Approach                                                  | 360   | SY  | \$ | 14.00  | \$ 5,040.00  | \$ | 20.00  | \$ 7,200.00  |
| 86A. Removing Asphalt Drive Approach                                                   | 205   | SY  | \$ | 9.00   | \$ 1,845.00  | \$ | 15.00  | \$ 3,075.00  |
| 87A. Removing Concrete Sidewalk & Ramp (sawcutting included)                           | 335   | SY  | \$ | 16.00  | \$ 5,360.00  | \$ | 18.00  | \$ 6,030.00  |
| 88A. Pulverize, Remove, Stockpile, Replace, and Re-Shape Existing Bituminous Pavement  | 5,200 | SY  | \$ | 11.00  | \$ 57,200.00 | \$ | 8.00   | \$ 41,600.00 |
| 89A. Aggregate Base, Mdot 21AA Limestone, Place & Compact over Salvaged Aggregate Base | 500   | SY  | \$ | 45.00  | \$ 22,500.00 | \$ | 45.00  | \$ 22,500.00 |
| 90A. Capeseal Surface                                                                  | 5,700 | SY  | \$ | 17.00  | \$ 96,900.00 | \$ | 16.25  | \$ 92,625.00 |
| 91A. Bituminous Mixture No. 4EML (Handpatching for Driveways)                          | 21    | TON | \$ | 350.00 | \$ 7,350.00  | \$ | 350.00 | \$ 7,350.00  |
| 92A. Concrete Curb & Gutter (18" Wide, "Birmingham Roll")                              | 50    | LF  | \$ | 50.00  | \$ 2,500.00  | \$ | 35.00  | \$ 1,750.00  |
| 93A. Concrete Drive Approach, 6" Thick on 6" 21AA Limestone                            | 450   | SY  | \$ | 61.00  | \$ 27,450.00 | \$ | 75.00  | \$ 33,750.00 |
| 94A. Concrete Drive Approach, 7" Thick on 8" 21AA Limestone                            | 50    | SY  | \$ | 63.00  | \$ 3,150.00  | \$ | 85.00  | \$ 4,250.00  |
| 95A. Concrete Sidewalk, 6" (Includes Ramps)                                            | 1,325 | SF  | \$ | 7.50   | \$ 9,937.50  | \$ | 11.00  | \$ 14,575.00 |
| 96A. Concrete Sidewalk, 4"                                                             | 2,505 | SF  | \$ | 6.00   | \$ 15,030.00 | \$ | 7.00   | \$ 17,535.00 |
| 97A. Reinstall Salvaged Brick Pavers                                                   | 200   | SF  | \$ | 40.00  | \$ 8,000.00  | \$ | 70.00  | \$ 14,000.00 |
| 98A. Handicap Ramp Truncated Domes                                                     | 185   | SF  | \$ | 20.00  | \$ 3,700.00  | \$ | 50.00  | \$ 9,250.00  |

**BID TABULATION - ADDENDUM #3 (ALT. #2 PAVING SCOPE)**

CITY OF BIRMINGHAM

2025 WIMBLETON DRIVE PAVING PROJECT

CONTRACT #6-25(W)

**Eminent Excavating LLC**514 S. Fort Street  
Detroit, Michigan 48217**DiPonio Contracting**51251 Simone Industrial Drive  
Shelby Twp, MI 48316

| Item                                           | Quantity | Unit | Unit Price   | Total Cost           | Unit Price   | Total Cost           |
|------------------------------------------------|----------|------|--------------|----------------------|--------------|----------------------|
| 99A. Adjust Structure Cover                    | 5        | EA   | \$ 800.00    | \$ 4,000.00          | \$ 1,400.00  | \$ 7,000.00          |
| 100A. Maintenance Aggregate for Entire Project | 1        | LS   | \$ 20,000.00 | \$ 20,000.00         | \$ 10,000.00 | \$ 10,000.00         |
| <b>SUBTOTAL - PAVING PAY ITEMS</b>             |          |      |              | <b>\$ 331,577.50</b> |              | <b>\$ 350,940.00</b> |

**GENERAL PAY ITEMS**

|                                          |           |      |               |                      |               |                      |
|------------------------------------------|-----------|------|---------------|----------------------|---------------|----------------------|
| 101A. Mobilization (Max. 5% of Bid)      | 1         | LS   | \$ 190,000.00 | \$ 190,000.00        | \$ 140,000.00 | \$ 140,000.00        |
| 102A. Traffic Maintenance & Control      | 1         | LS   | \$ 60,000.00  | \$ 60,000.00         | \$ 20,000.00  | \$ 20,000.00         |
| 103A. Inspector Crew Days                | \$ 650.00 | DAYS | 70            | \$ 45,500.00         | 175           | \$ 113,750.00        |
| 104. Water and Sewer Allowance           | 1         | LS   | \$ 65,000.00  | \$ 65,000.00         | \$ 65,000.00  | \$ 65,000.00         |
| 105. Audio-Video Route Survey            | 1         | LS   | \$ 1,050.00   | \$ 1,050.00          | \$ 975.00     | \$ 975.00            |
| 106. Salvage Existing Signs              | 1         | LS   | \$ 1.00       | \$ 1.00              | \$ 1,000.00   | \$ 1,000.00          |
| 107. New Signs                           | 80        | SF   | \$ 40.00      | \$ 3,200.00          | \$ 25.00      | \$ 2,000.00          |
| 108. Sign Post, U-Channel                | 240       | LF   | \$ 10.00      | \$ 2,400.00          | \$ 15.00      | \$ 3,600.00          |
| 109. Tree Protection, 3" Dia. Or Greater | 66        | EA   | \$ 300.00     | \$ 19,800.00         | \$ 200.00     | \$ 13,200.00         |
| 110. Silt Fencing, 18" Height            | 260       | LF   | \$ 7.00       | \$ 1,820.00          | \$ 4.00       | \$ 1,040.00          |
| 111A. Mulch, 3"                          | 100       | SY   | \$ 8.00       | \$ 800.00            | \$ 7.10       | \$ 710.00            |
| 112A. Topsoil, 3"                        | 2,200     | SY   | \$ 7.50       | \$ 16,500.00         | \$ 6.85       | \$ 15,070.00         |
| 113A. Sod, Class A                       | 2,200     | SY   | \$ 7.75       | \$ 17,050.00         | \$ 7.00       | \$ 15,400.00         |
| 114. Inlet Filter                        | 19        | EA   | \$ 150.00     | \$ 2,850.00          | \$ 125.00     | \$ 2,375.00          |
| 115. Inlet Sediment Pit                  | 19        | EA   | \$ 150.00     | \$ 2,850.00          | \$ 225.00     | \$ 4,275.00          |
| <b>SUBTOTAL - GENERAL PAY ITEMS</b>      |           |      |               | <b>\$ 428,821.00</b> |               | <b>\$ 398,395.00</b> |

**ALTERNATE #1 - ROUGE RIVER STORM OUTFALL IMPROVEMENTS**

|                                                                         |     |    |              |               |              |               |
|-------------------------------------------------------------------------|-----|----|--------------|---------------|--------------|---------------|
| 116. 42" Storm Sewer, C76, CL-IV, Trench A                              | 10  | LF | \$ 1,000.00  | \$ 10,000.00  | \$ 500.00    | \$ 5,000.00   |
| 117. New 6'-0" Diameter Storm Manhole, Construct Online                 | 1   | EA | \$ 20,000.00 | \$ 20,000.00  | \$ 16,000.00 | \$ 16,000.00  |
| 118. New 42" Dia. End Section w/ Bar Screen                             | 1   | EA | \$ 7,500.00  | \$ 7,500.00   | \$ 15,000.00 | \$ 15,000.00  |
| 119. Pre-Lining Preparation, Cleaning & Video Inspection, 48-inch Sewer | 244 | LF | \$ 23.50     | \$ 5,734.00   | \$ 23.50     | \$ 5,734.00   |
| 120. Sewer Lining, Pre-Liner, 48" RIFI-CIPP                             | 244 | LF | \$ 20.00     | \$ 4,880.00   | \$ 20.00     | \$ 4,880.00   |
| 121. Sewer Lining, 48" RIFI-CIPP                                        | 244 | LF | \$ 585.00    | \$ 142,740.00 | \$ 585.00    | \$ 142,740.00 |
| 122. Cut/Grind Protruding Sewer Leads, Any Material                     | 2   | EA | \$ 615.00    | \$ 1,230.00   | \$ 615.00    | \$ 1,230.00   |
| 123. Cut/Grind Root Intrusion                                           | 5   | EA | \$ 420.00    | \$ 2,100.00   | \$ 420.00    | \$ 2,100.00   |
| 124. Cut/Grind Mineral Deposit                                          | 5   | EA | \$ 420.00    | \$ 2,100.00   | \$ 420.00    | \$ 2,100.00   |
| 125. Remove Ex. 42" Storm Headwall                                      | 1   | EA | \$ 7,500.00  | \$ 7,500.00   | \$ 3,000.00  | \$ 3,000.00   |
| 126. Remove Ex. 42" Storm Sewer                                         | 30  | LF | \$ 750.00    | \$ 22,500.00  | \$ 100.00    | \$ 3,000.00   |

**BID TABULATION - ADDENDUM #3 (ALT. #2 PAVING SCOPE)**

CITY OF BIRMINGHAM

2025 WIMBLETON DRIVE PAVING PROJECT

CONTRACT #6-25(W)

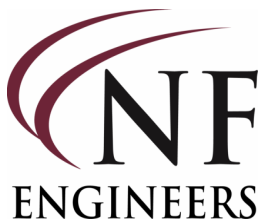
**Eminent Excavating LLC**514 S. Fort Street  
Detroit, Michigan 48217**DiPonio Contracting**51251 Simone Industrial Drive  
Shelby Twp, MI 48316

| Item                                                                  | Quantity  | Unit | Unit Price   | Total Cost   | Unit Price   | Total Cost   |
|-----------------------------------------------------------------------|-----------|------|--------------|--------------|--------------|--------------|
| 127. Earth Excavation, Alternate #1                                   | 325       | CY   | \$ 100.00    | \$ 32,500.00 | \$ 100.00    | \$ 32,500.00 |
| 128. Remove & Replace Woodward Ave. Sidewalk                          | 300       | SF   | \$ 20.00     | \$ 6,000.00  | \$ 12.00     | \$ 3,600.00  |
| 129. Remove & Replace Woodward Ave. Guardrail                         | 60        | LF   | \$ 120.00    | \$ 7,200.00  | \$ 125.00    | \$ 7,500.00  |
| 130. Mobilization (Max. 5% of Bid Alternate #1 Total)                 | 1         | LS   | \$ 16,000.00 | \$ 16,000.00 | \$ 17,500.00 | \$ 17,500.00 |
| 131. Traffic Maintenance & Control, Alternate #1                      | 1         | LS   | \$ 25,000.00 | \$ 25,000.00 | \$ 3,500.00  | \$ 3,500.00  |
| 132. Inspector Crew Days, Alternate#1                                 | \$ 650.00 | DAYS | 8            | \$ 5,200.00  | 20           | \$ 13,000.00 |
| 133. Silt Fencing, 30" Height                                         | 250       | LF   | \$ 15.00     | \$ 3,750.00  | \$ 4.00      | \$ 1,000.00  |
| 134. Lawn Restoration Along Bank at Storm Outlet                      | 1         | LS   | \$ 8,000.00  | \$ 8,000.00  | \$ 5,250.00  | \$ 5,250.00  |
| 135. Gravity Retaining Wall, Boulder                                  | 365       | FSF  | \$ 105.00    | \$ 38,325.00 | \$ 110.00    | \$ 40,150.00 |
| 136. Natural Stone Rip-Rap & 1x3 Energy Dissipating Pool (per detail) | 130       | SY   | \$ 55.00     | \$ 7,150.00  | \$ 350.00    | \$ 45,500.00 |

**SUBTOTAL - ALTERNATE #1 - ROUGE RIVER STORM OUTFALL IMPROVEMENTS****\$ 375,409.00****\$ 370,284.00****VE ITEMS**

|                                                     |  |  |  |              |  |              |
|-----------------------------------------------------|--|--|--|--------------|--|--------------|
| VE 1- Remove 78 lft of 24" Storm                    |  |  |  | -\$20,444.00 |  | -\$17,550.00 |
| VE 2- Remove 28 lft of 18" Storm Sewer              |  |  |  | -\$6,860.00  |  | -\$4,732.00  |
| VE 3 - Removed 22 lft of 24" Storm Sewer            |  |  |  | -\$5,918.00  |  | -\$4,950.00  |
| VE 4 - Change Storm Sewer from 24" to 12"           |  |  |  | -\$17,136.00 |  | -\$11,305.00 |
| VE 5 - Remove 99 lft of Storm Sewer and 1 Structure |  |  |  | -\$29,755.00 |  | -\$21,231.00 |

**SUBTOTAL - VE ITEMS****-\$80,113.00****-\$59,768.00****WIMBLETON DRIVE PAVING PROJECT TOTAL (INCL. ALT. #2 PAVING SCOPE):****\$ 3,724,362.50****\$ 3,878,452.00****WIMBLETON DRIVE PAVING PROJECT TOTAL (INCL. ALT. #2 PAVING SCOPE and VE ITEMS):****\$ 3,644,249.50****\$ 3,818,684.00****WIMBLETON DRIVE PAVING PROJECT WITH ALTERNATE #1 TOTAL:****\$ 4,099,771.50****\$ 4,248,736.00**



CIVIL ENGINEERS

LAND SURVEYORS

LAND PLANNERS

June 17<sup>th</sup>, 2025

City of Birmingham  
151 Martin Street  
Birmingham, MI 48012

Attn: Ms. Melissa A. Coatta, P.E.  
City Engineer

Re: Recommendation for Bid Award  
Wimbleton Drive Paving Project - Contract #6-25W  
NFE Job #O310

Dear Ms. Coatta,

Bids for the subject project were received, opened, and read on Wednesday, March 12<sup>th</sup>, 2025 at 2:00 p.m. at City Hall. A total of three (3) bids were received and read. The project was bid with an alternate to perform improvements to the storm outfall system to the Rouge River. The bids were tabulated and checked, and the low bidder based on the base bid only, and base bid including the storm outfall alternate, was Eminent Excavating, LLC (Eminent) from Detroit, Michigan, with bid totals of \$3,988,150.50 and \$4,363,559.50, respectively.

After review of the initial bids was performed, the City requested updated bid numbers from all three original, qualified bidders to adjust the paving scope of work to provide a cape-seal surface without curb & gutter. Revised bid numbers were received from both Eminent and DiPonio Contracting based on the revised paving scope (FDM Contracting respectfully declined to submit revised bid numbers). Eminent was again the low bidder, with total project bids for the base bid only, and the base bid including the storm outfall improvements, of \$3,724,362.50 and \$4,099,771.50, respectively.

In efforts to further reduce project costs, we understand the City elected to forgo the storm outfall alternate, and also elected to implement value-engineering options pertaining to the proposed storm drainage improvements, which totaled \$80,113.00 in savings. **The total, revised project scope value is \$3,644,249.50.**

NFE has experience working with Eminent on numerous previous infrastructure projects, both in Birmingham and other surrounding communities. Based on this previous experience, along with review of their submitted reference projects, we do not have any concerns about Eminent's capability to perform the work.

NOWAK & FRAUS ENGINEERS

46777 WOODWARD  
AVENUE  
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

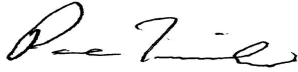
VOICE: 248.332.7931

FAX: 248.332.8257

We therefore recommend that Contract #6-25W for the Wimbledon Drive Paving Project be awarded to Eminent Excavating, LLC. in the amount of **\$3,644,249.50**.

Please do not hesitate to contact our office if you have any questions or comments.

Sincerely,



Paul Tulikangas, P.E.  
Associate



Brett Buchholz, P.E.,  
Principal

NOWAK & FRAUS ENGINEERS

46777 WOODWARD  
AVENUE  
PONTIAC, MI 48342-5032

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BIRMINGHAM  
A WALKABLE CITY  
ENGINEERING DEPARTMENT  
WIMBLETON DRIVE PAVING PROJECT  
CONTRACT #6-25(W)

SHEET INDEX

COVER SHEET (WIMBLETON DRIVE PAVING PROJECT)  
C01 Utility Plan - Wimbleton Drive - P.O.B. to Sta. 4+50  
C02 Utility Plan - Wimbleton Drive - Sta. 4+50 to 9+00  
C03 Utility Plan - Wimbleton Drive - Sta. 9+00 to 13+00  
C04 Utility Plan - Wimbleton Drive - Sta. 13+00 to P.O.E.  
C05 Utility Plan - Twin Oaks Lane - P.O.B. to P.O.E.  
C06 Utility Plan - Abbey Street - P.O.B. to P.O.E.  
C07 Watermain Hydrant Profiles  
C08 Sewer Profiles (1 of 2)  
C09 Sewer Profiles (2 of 2)  
C10 Utility Service Plan - P.O.B. to Sta. 9+00  
C11 Utility Service Plan - Sta. 9+00 to P.O.E.  
C12 Utility Service Plan - Twin Oaks Lane & Abbey Street  
C13 Paving and Grading - Wimbleton - P.O.B. to Sta. 4+50  
C14 Paving and Grading - Wimbleton - Sta. 4+50 to Sta. 9+00  
C15 Paving and Grading - Wimbleton - Sta. 9+00 to Sta. 13+00  
C16 Paving and Grading - Wimbleton - Sta. 13+00 to P.O.E.  
C17 Paving and Grading - Twin Oaks Lane - P.O.B. to P.O.E.  
C18 Paving and Grading - Abbey Street - P.O.B. to P.O.E.  
C19 Intersection and Sidewalk Grading Details  
C20 Existing and Proposed Road Cross-Sections  
C21 Advanced Warning Signage (AWS) Traffic Diagram  
C22 Notes and Details  
C23 Notes and Details  
Q1 Quantities

CITY OF BIRMINGHAM - WATER MAIN STANDARD DETAILS  
CITY OF BIRMINGHAM - SEWER STANDARD DETAILS

WATER / SEWER SERVICE NOTE

ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD. WITHIN THE PUBLIC RIGHT OF WAY, THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, TO CONSTRUCT THE PROJECT (INC.).

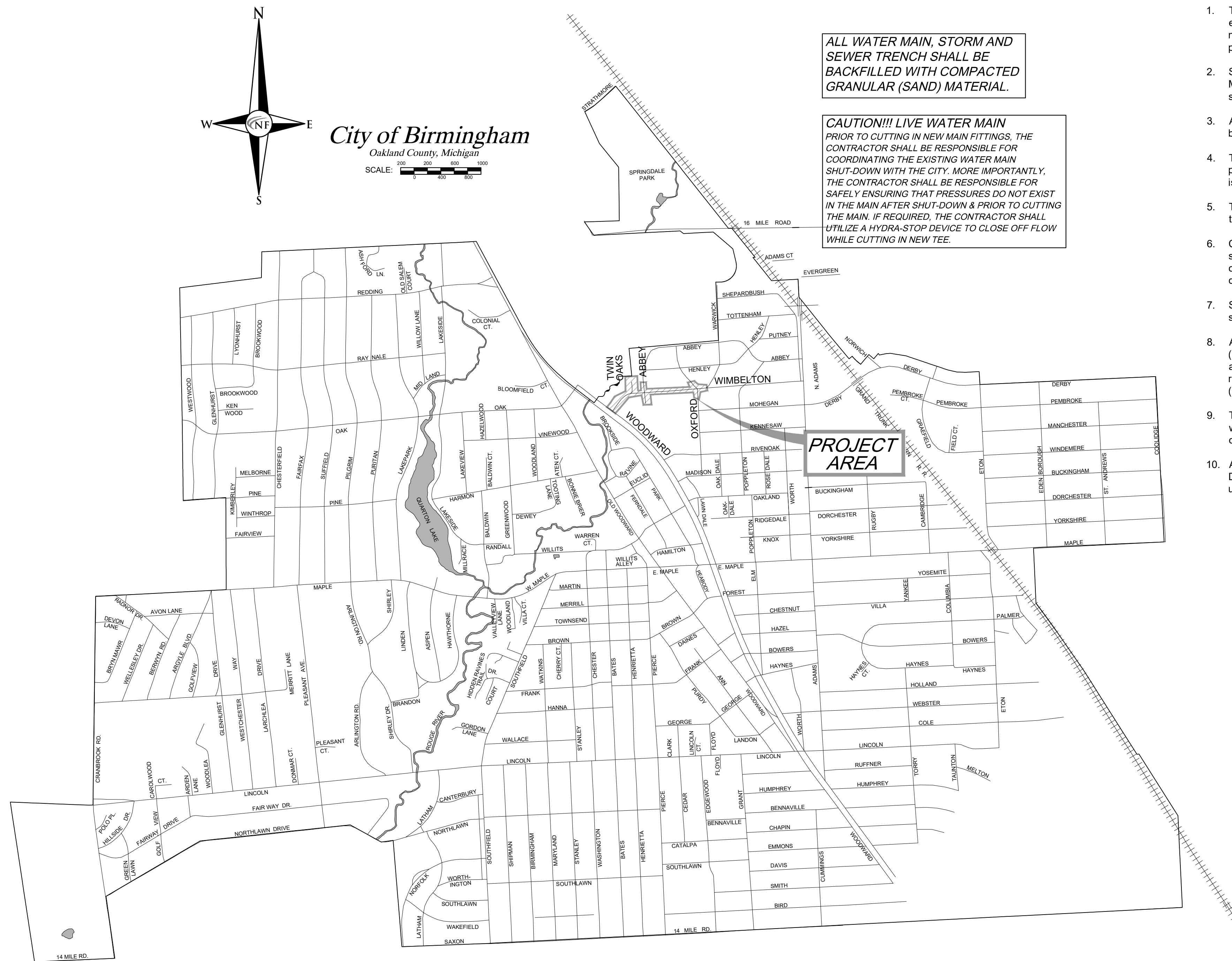
UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



BENCHMARK NOTE

BENCHMARKS SET AND SHOWN PER SHEET WERE ESTABLISHED OFF OF THE CITY OF BIRMINGHAM BENCHMARK DATUM.

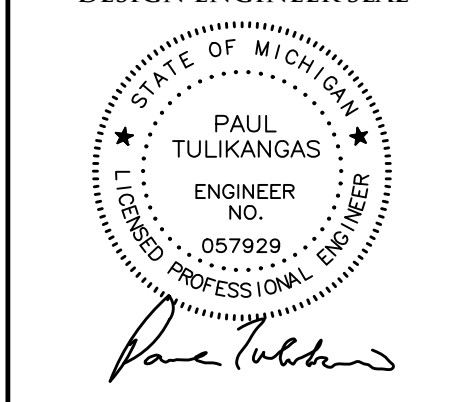


CONSTRUCTION NOTES

These notes shall apply for all work within this contract:

- The contractor shall notify MISS DIG 1-800-482-7171 at least 3 working days excluding Saturday, Sunday, and Holidays before making any excavations and notify the City of Birmingham Engineering Department a minimum of 24 hours prior to the start of construction (248-530-1850).
- See the City of Birmingham drawings "Sewer Standard Details" and "Water Main Standard Details" for details of manholes, catch basins, inlets, and related sewer and water main work.
- All excavation under or within three feet of pavement, public or private, shall be backfilled and compacted with sand.
- The joints at the edges of all excavations in the pavement shall be sawcut, or pavement will be removed to existing joints, as directed by the Engineer. There is no separate pay item for saw cutting pavements.
- The contractor shall be responsible for damage to existing utilities, pavement, trees, landscaping, gravel, etc., whether located on public or private property.
- Catch basin and inlet castings scheduled for replacement, or new construction shall be EJIW 5000Z4 DI / 500UM4 DI Hinged Assembly unless specified otherwise. Manhole castings shall be EJIW 1040-A cover as noted on the detail sheets and plans, unless otherwise specified.
- Storm, sewer and water main trench shall be backfilled with MDOT Class II sand and properly compacted to 95% of modified proctor density.
- A permit from the Michigan Department of Environment, Great Lakes & Energy (EGLE) is required for all new water main installations. Also, no work shall be allowed on the combined sewer system until appropriate permits have been received by the Michigan Department of Environment, Great Lakes & Energy (EGLE).
- The contractor shall coordinate and cooperate with all other utility companies working in the same area, project related or not, during the same allotted construction period.
- All proposed Public Water Main for this project shall be Pressure Class 52 Ductile Iron Pipe (D.I.P.) in conformance with City of Birmingham specifications, unless otherwise noted.

DESIGN ENGINEER SEAL



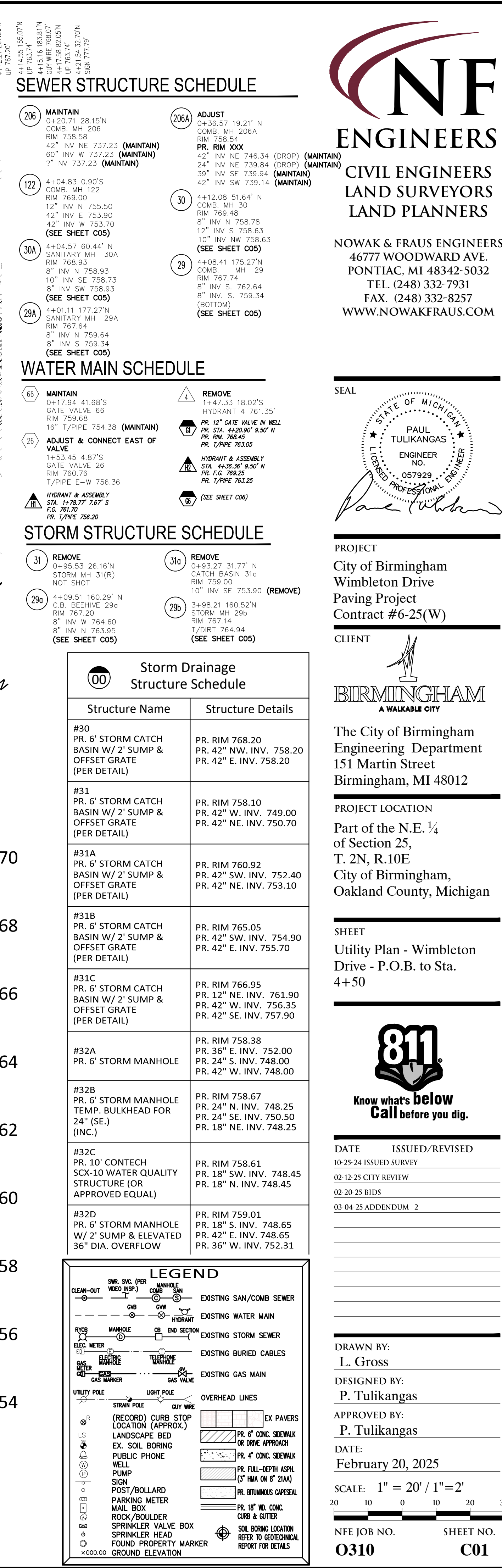
APPROVED

DATE

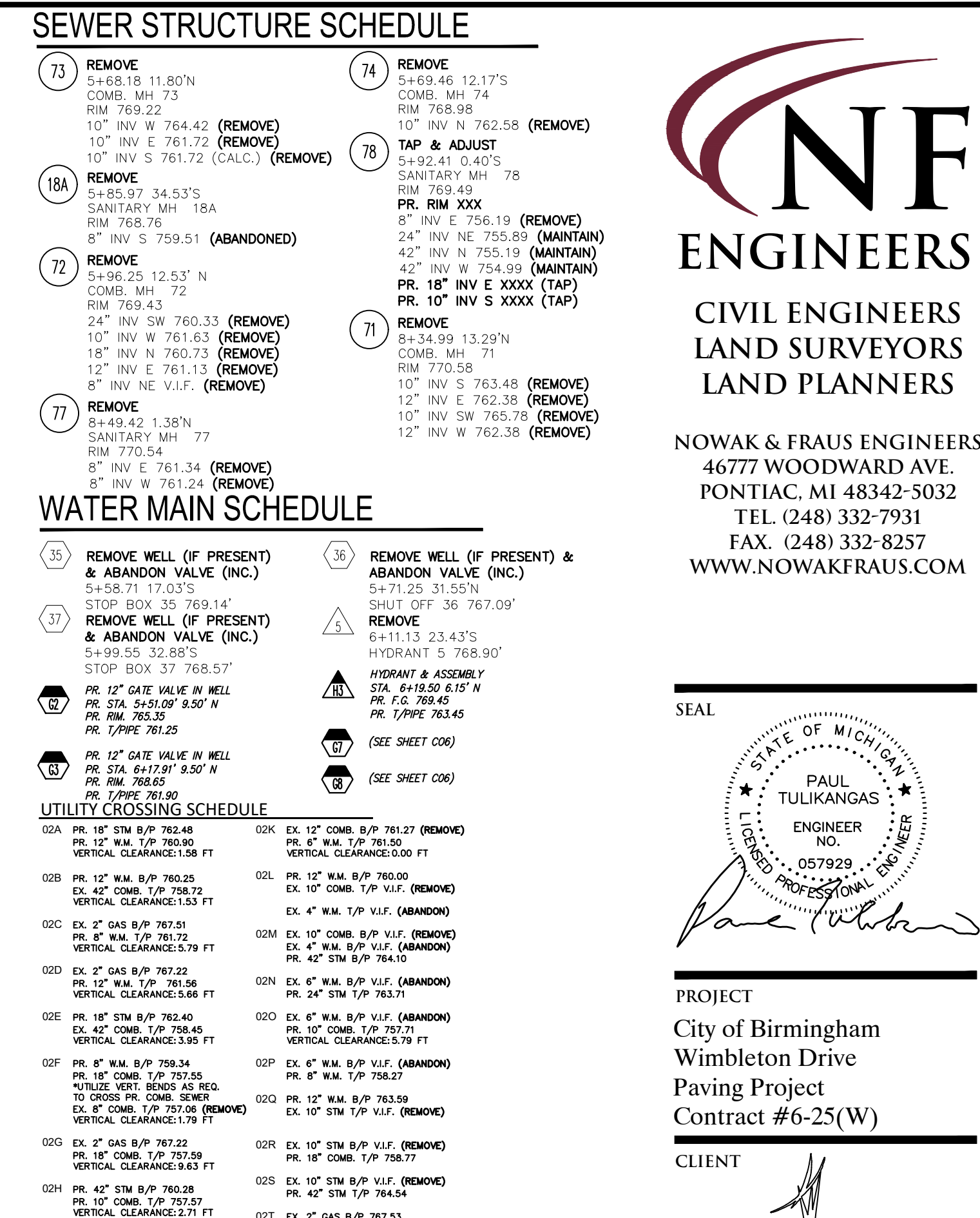
03-04-25 ADDENDUM #2

WIMBLETON DRIVE PAVING PROJECT  
CONTRACT #6-25(W)









**WIMBLETON DRIVE PROFILE**  
SCALE: H 1" = 20' V 1" = 2'

**BY-PASS PUMPING NOTE FOR SEWER CONSTRUCTION:**  
BY-PASS PUMPING MAY BE REQUIRED FOR SEWER CONSTRUCTION PROPOSED BETWEEN ABBEY STREET AND OXFORD AVENUE, INCLUDING INSTALLATION OF PR. 18" COMBINED SEWER REMOVAL/ABANDONMENT OF EX. 12" COMBINED SEWER (NEAR INSTALLATION OF PR. WATER MAIN), AND REMOVAL/ABANDONMENT OF EX. 8" SANITARY SEWER (NEAR PR. 18" COMBINED SEWER). ANY REQUIRED BY-PASS PLUMBING IS CONSIDERED CONTRACTOR'S MEANS AND METHODS FOR CONSTRUCTION WHICH SHALL BE INCLUDED IN SEWER PAY ITEMS AND NOT PAID FOR SEPARATELY.

**UTILITY NOTE**  
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

**LEGEND**

- CLEAN-OUT
- SAN. SVC. (PR. VIDEO INSPECTION)
- MANHOLE
- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- EX. PAVERS
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPHALT (7" MIN. ON 8" 21A)
- PR. BITUMINOUS CASSEAL
- STRAN POLE
- UTILITY POLE
- LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE
- WELL
- PUMP
- SIGN
- POST/BOLLARD
- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- GROUND ELEVATION
- SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

| Structure Name                                                          | Structure Details                                                                                                      |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| #71<br>PR. 6" STORM CATCH BASIN W/ 2' SUMP & OFFSET GRATE (PER DETAIL)  | PR. RIM 769.60<br>PR. 42" W. INV. 761.04<br>PR. 42" E. INV. 761.04                                                     |
| #73<br>PR. 6" STORM CATCH BASIN W/ 2' SUMP & OFFSET GRATE (PER DETAIL)  | PR. RIM 767.90<br>PR. 42" W. INV. 758.90<br>PR. 42" E. INV. 760.15                                                     |
| #73A<br>PR. 6" STORM MANHOLE                                            | PR. RIM 768.40<br>PR. 42" W. INV. 760.25<br>PR. 42" E. INV. 760.25<br>PR. 24" S. INV. 761.70<br>PR. 18" N. INV. 762.32 |
| #73B<br>PR. 6" STORM CATCH BASIN W/ 2' SUMP & OFFSET GRATE (PER DETAIL) | PR. RIM 767.90<br>PR. 42" W. INV. 760.40<br>PR. 42" E. INV. 760.40                                                     |
| #75<br>PR. 5" STORM MANHOLE W/ 2' SUMP                                  | PR. RIM 767.16<br>PR. 24" N. INV. 762.00<br>PR. 12" E. INV. 762.25<br>PR. 24" S. INV. 762.10                           |
| #75a<br>PR. 2' STORM INLET                                              | PR. RIM 766.50<br>PR. 12" W. INV. 762.50                                                                               |

**PROJECT LOCATION**  
Part of the N.E. ¼ of Section 25,  
T. 2N, R. 10E  
City of Birmingham,  
Oakland County, Michigan

**SHEET**  
**Utility Plan - Wimbledon Drive - Sta. 4+50 to 9+00**

**DATE ISSUED/REVISED**  
10-25-24 ISSUED SURVEY  
02-12-25 CITY REVIEW  
02-20-25 BIDS  
03-04-25 ADDENDUM 2

**DRAWN BY:**  
L. Gross

**DESIGNED BY:**  
P. Tulikangas

**APPROVED BY:**  
P. Tulikangas

**DATE:**  
February 20, 2025

**SCALE: 1" = 20' / 1" = 2'**  
20 10 0 10 20

**NFE JOB NO.**  
C910

**SHEET NO.**  
C920

DRAWN BY:  
L. Gross

DESIGNED BY:  
P. Tulikangas

APPROVED BY:  
P. Tulikangas

DATE:  
February 20, 2025

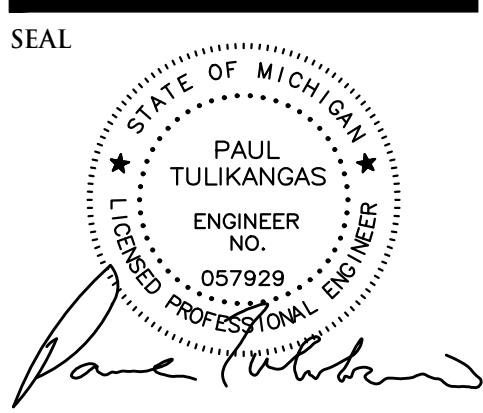
SCALE:  $1'' = 20'$  /  $1'' = 2'$

20 10 0 10 20

NFE JOB NO. SHEET NO.

**Q310** **C02**





PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT  
BIRMINGHAM  
A WALKABLE CITY  
The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R. 10E  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Utility Plan - Wimbleton  
Drive - Sta. 9+00 to  
13+00



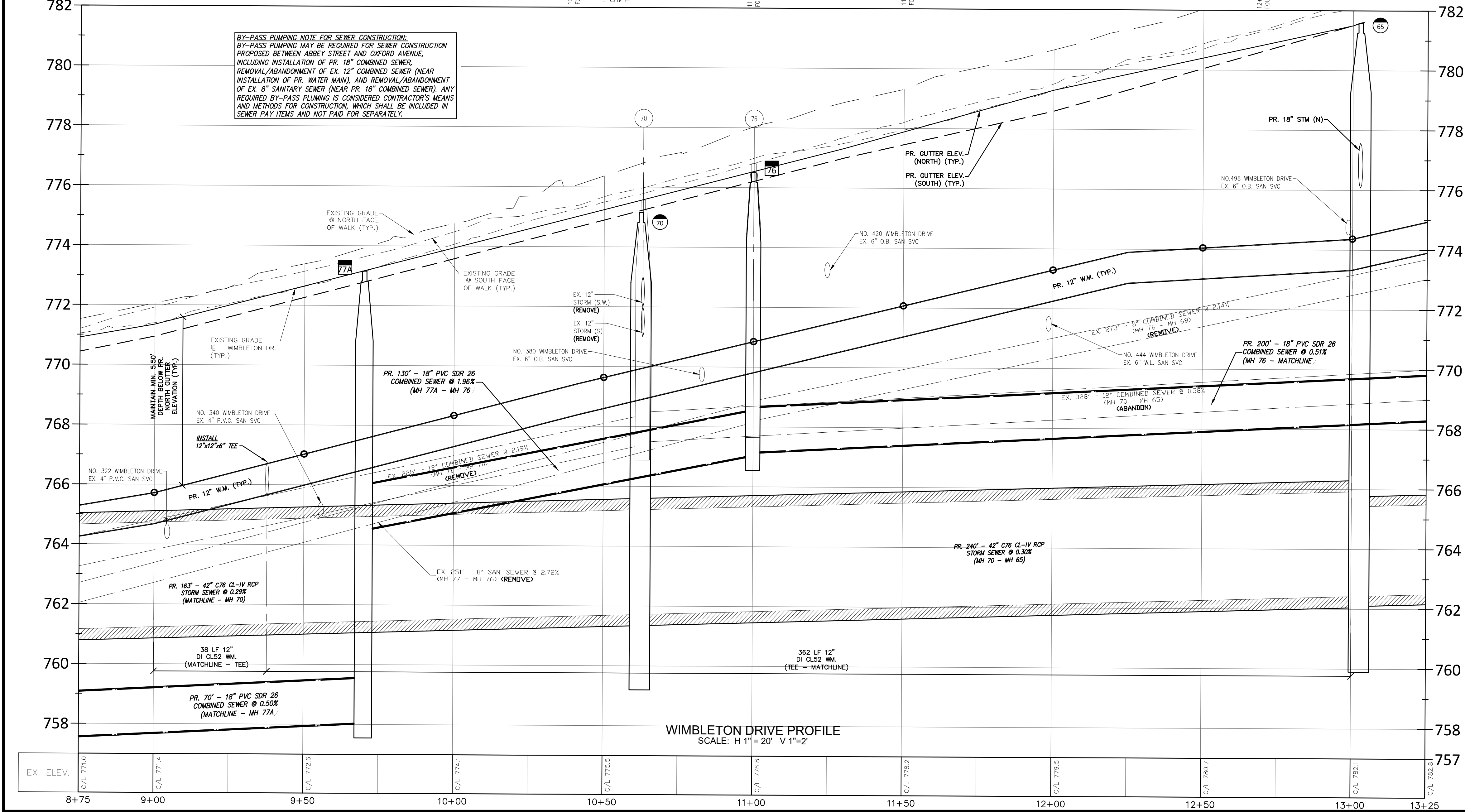
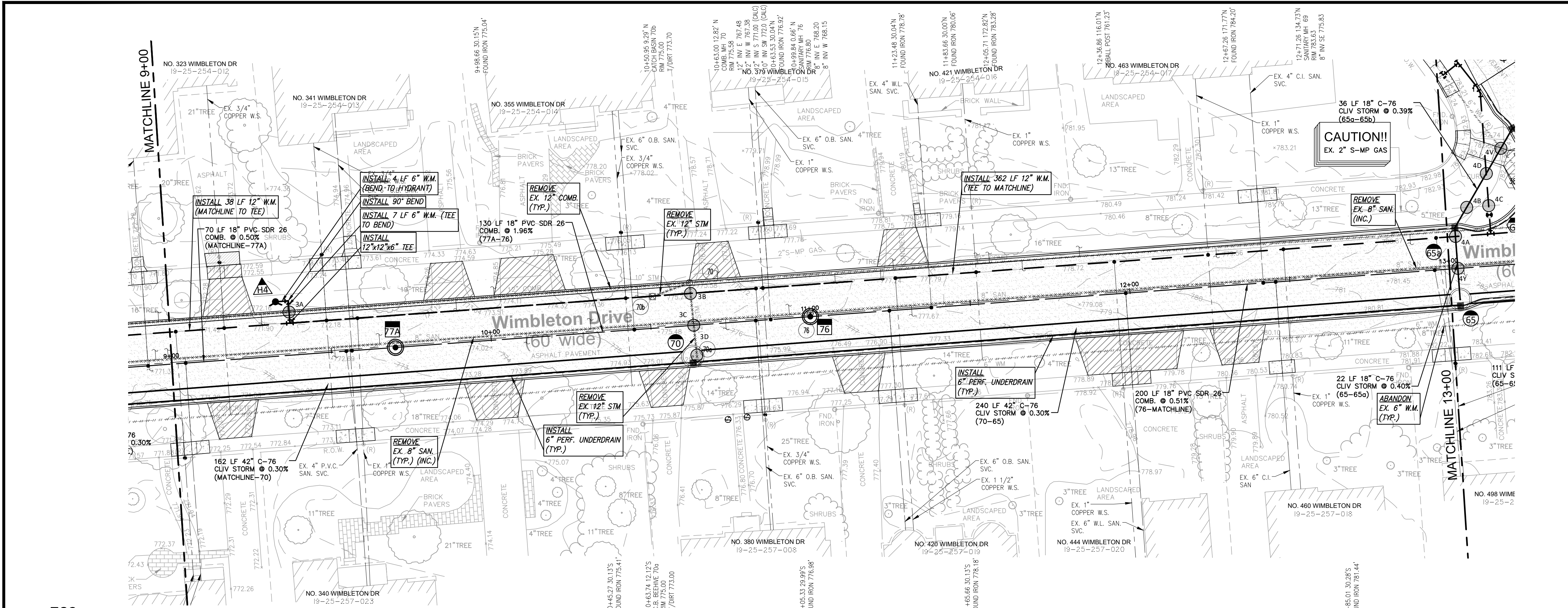
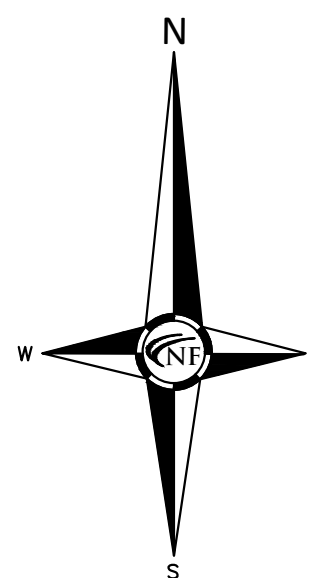
DATE ISSUED/REVISED  
10-25-24 ISSUED SURVEY  
02-12-25 CITY REVIEW  
02-20-25 BIDS  
03-04-25 ADDENDUM 2

DRAWN BY:  
L. Gross  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
P. Tulikangas

DATE:  
February 20, 2025

SCALE: 1" = 20' / 1" = 2'

NFE JOB NO. SHEET NO.  
0310 C03



**DE-WATERING NOTE:**  
BASED ON THE GEOTECHNICAL INVESTIGATION REPORT FURNISHED BY G2 CONSULTING GROUP, DE-WATERING MEASURES SUCH AS PUMPING AND/OR INSTALLATION OF WELL POINT SYSTEM, MAY BE REQUIRED IN SPECIFIC LOCATIONS TO MAINTAIN STABLE EXCAVATIONS FOR DEEP UTILITY INSTALLATIONS. THE CONTRACTOR SHALL BE PREPARED TO PROVIDE DE-WATERING MEASURES TO BE USED AS REQUIRED BASED ON FIELD CONDITIONS. COSTS ASSOCIATED WITH NECESSARY DE-WATERING MEASURES SHALL BE INCLUDED IN CONTRACT PAY ITEMS AND WILL NOT BE PAID FOR SEPARATELY.

**WATER MAIN SCHEDULE**

HYDRANT & ASSEMBLY  
STA. 9+31.85 16.58' N  
PR. 6.6 772.90  
PR. 1\"/>

**SEWER STRUCTURE SCHEDULE**

**70** REMOVE  
10+63.00 12.82' N  
COMB. MH 70  
RIM 775.58  
12\"/>

**STORM STRUCTURE SCHEDULE**

**70b** REMOVE  
10+50.95 9.29' N  
CATCH BASIN 70b  
RIM 775.00  
T/DIRT 773.70 (REMOVE)

| Storm Drainage<br>Structure Schedule                                            |                                                                    |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------|
| Structure Name                                                                  | Structure Details                                                  |
| #70<br>PR. 6' STORM CATCH<br>BASIN W/ 2' SUMP &<br>OFFSET GRATE<br>(PER DETAIL) | PR. RIM 775.15<br>PR. 42" W. INV. 761.72<br>PR. 42" E. INV. 761.72 |

| Combined Sewer<br>Structure Schedule                       |                                                                    |
|------------------------------------------------------------|--------------------------------------------------------------------|
| Structure Name                                             | Structure Details                                                  |
| #76<br>PR. 4' COMB. MANHOLE                                | PR. RIM 776.50<br>PR. 18" W. INV. 767.05<br>PR. 18" E. INV. 767.15 |
| #77A<br>PR. 5' COMB. MANHOLE<br>W/ INT. DROP<br>CONNECTION | PR. RIM 773.15<br>PR. 18" W. INV. 758.05<br>PR. 18" E. INV. 764.50 |

**UTILITY NOTE**  
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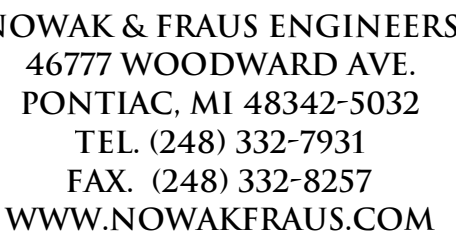
**LEGEND**

CLEAN-OUT  
SM. SVC. (PER WED. 25\"/>

**UTILITY CROSSING SCHEDULE**

|     |            |
|-----|------------|
| 03A | PR. 6\"/>  |
| 03B | PR. 12\"/> |
| 03C | EX. 12\"/> |
| 03D | EX. 12\"/> |





STATE OF MICHIGAN  
PAUL  
TULIKANG  
ENGINEER  
NO.  
057929  
LICENSED PROFESSIONAL ENGINEER

*Paul Tulikang*

City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)



**BIRMINGHAM**  
A WALKABLE CITY

PROJECT LOCATION  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

Utility Plan - Wimbledon  
Drive - Sta. 13+00 to  
P.O.E.



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SCALE: 1" = 20' / 1" = 2'

10 0 10 20 30

0510 C04



|     |                                                                                                                                                              |     |                                                                                                                 |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------|
| 04A | PR "1.5" STM B/P 77617<br>PR "10" CMB "1/P" 77730<br>VERTICAL CLEARANCE 1.76 FT                                                                              | 04L | EX "2" GAS B/P 78190<br>PR "10" CMB "1/P" 77730<br>EX "2" SAN 1/P V.I.F. (REMOVE)<br>VERTICAL CLEARANCE 1.68 FT |
| 04B | EX "2" GAS B/P 78029<br>PR "10" CMB "1/P" 77730<br>VERTICAL CLEARANCE 1.28 FT                                                                                | 04M | EX "2" GAS B/P 78176<br>PR "10" SAN 1/P 77670<br>VERTICAL CLEARANCE 0.64 FT                                     |
| 04C | EX "2" GAS B/P 78050<br>PR "10" CMB "1/P" 77745<br>VERTICAL CLEARANCE 0.65 FT                                                                                | 04N | EX "2" GAS B/P 78161<br>PR "10" SAN 1/P 77597<br>VERTICAL CLEARANCE 0.68 FT                                     |
| 04D | PR "18" STM B/P 77625<br>PR "10" CMB "1/P" 77672<br>VERTICAL CLEARANCE 1.53 FT                                                                               | 04O | PR "12" STM B/P 77291<br>PR "10" SAN 1/P 77209 V.I.F.<br>VERTICAL CLEARANCE 1.20 FT                             |
| 04E | PR "18" STM B/P 77637<br>PR "10" CMB "1/P" 77740<br>VERTICAL CLEARANCE 1.67 FT                                                                               | 04P | PR "12" STM B/P 77805<br>PR "10" SAN 1/P 77837<br>VERTICAL CLEARANCE 1.28 FT                                    |
| 04F | EX "2" GAS B/P 78070<br>PR "10" CMB "1/P" 77410<br>VERTICAL CLEARANCE 1.76 FT                                                                                | 04Q | PR "18" CMB 1/P 77726<br>PR "10" CMB 1/P 77835<br>VERTICAL CLEARANCE 0.81 FT                                    |
| 04G | EX "10" WM B/P 77492<br>PR "10" CMB "1/P" 77197<br>INSTALL CONC. SADDLE ABOVE PR<br>DETAIL<br>EX "12" CMB 1/P V.I.F. (ABANDON)<br>VERTICAL CLEARANCE 0.95 FT | 04R | PR "18" CMB 1/P 77835<br>PR "10" CMB 1/P 77835<br>VERTICAL CLEARANCE 1.12 FT                                    |
| 04H | PR "18" B/P 77492<br>PR "10" CMB "1/P" 77194<br>INSTALL CONC. SADDLE ABOVE PR<br>DETAIL<br>EX "2" SAN 1/P V.I.F. (REMOVE)<br>VERTICAL CLEARANCE 1.53 FT      | 04S | PR "18" CMB 1/P 77879<br>PR "10" CMB 1/P 78013<br>VERTICAL CLEARANCE 0.66 FT                                    |
| 04I | PR "18" CMB 1/P 77492<br>PR "10" CMB "1/P" 77194<br>INSTALL CONC. SADDLE ABOVE PR<br>DETAIL<br>EX "2" SAN 1/P V.I.F. (REMOVE)<br>VERTICAL CLEARANCE 1.53 FT  | 04T | PR "18" CMB 1/P 77879<br>PR "10" CMB 1/P 78013<br>VERTICAL CLEARANCE 0.66 FT                                    |
| 04J | PR "18" CMB 1/P 77492<br>PR "18" CMB 1/P 77702<br>VERTICAL CLEARANCE 1.40 FT                                                                                 | 04U | PR "18" CMB 1/P 77879<br>PR "10" CMB 1/P 78013<br>VERTICAL CLEARANCE 0.66 FT                                    |
| 04K | EX "2" GAS B/P 78171<br>PR "10" CMB "1/P" 77730<br>EX "2" WM 1/P V.I.F. (ABANDON)<br>VERTICAL CLEARANCE 1.76 FT                                              | 04V | PR "12" WM B/P 77519<br>PR "10" WM 1/P V.I.F. (ABANDON)<br>VERTICAL CLEARANCE 1.76 FT                           |
| 04L | EX "2" GAS B/P 78171<br>PR "10" CMB "1/P" 77730<br>EX "2" WM 1/P V.I.F. (ABANDON)<br>VERTICAL CLEARANCE 1.76 FT                                              | 04W | PR "12" WM B/P 77442<br>PR "10" WM 1/P V.I.F. (ABANDON)<br>VERTICAL CLEARANCE 1.76 FT                           |
| 04M | EX "2" GAS B/P 78171<br>PR "45" STM 1/P 78362<br>VERTICAL CLEARANCE 11.30 FT                                                                                 | 04X | EX "2" WM B/P 77519<br>PR "18" CMB 1/P 78088<br>VERTICAL CLEARANCE 1.76 FT                                      |
| 04N | EX "2" GAS B/P 78171<br>PR "18" CMB 1/P 77699<br>EX "2" SAN 1/P 77699<br>VERTICAL CLEARANCE 1.76 FT                                                          | 04Y | PR "18" STM B/P 77612<br>PR "18" CMB 1/P 77699<br>EX "2" SAN 1/P 77699<br>VERTICAL CLEARANCE 1.76 FT            |

| Storm Drainage<br>Structure Schedule                                             |                                                                                              |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Structure Name                                                                   | Structure Details                                                                            |
| #65<br>PR. 6' STORM CATCH<br>BASIN W/ 2' SUMP &<br>OFFSET GRATE<br>(PER DETAIL)  | PR. RIM 781.59<br>PR. 42" W. INV. 762.43<br>PR. 36" E. INV. 762.43<br>PR. 18" N. INV. 776.08 |
| #65a<br>PR. 4' STORM CATCH<br>BASIN W/ 2' SUMP                                   | PR. RIM 781.59<br>PR. 18" S. INV. 776.17<br>PR. 18" NE. INV. 776.17                          |
| #65a<br>PR. 6' STORM CATCH<br>BASIN W/ 2' SUMP &<br>OFFSET GRATE<br>(PER DETAIL) | PR. RIM 782.55<br>PR. 42" W. INV. 762.76<br>PR. 36" E. INV. 762.76<br>PR. 12" N. INV. 778.20 |
| #65b<br>PR. 4' STORM CATCH<br>BASIN W/ 2' SUMP                                   | PR. RIM 782.45<br>PR. 18" SW. INV. 776.31<br>PR. 18" NE. INV. 776.31                         |
| #65c<br>PR. 4' STORM CATCH<br>BASIN W/ 2' SUMP                                   | PR. RIM 782.65<br>PR. 18" SW. INV. 776.39<br>PR. 18" NW. INV. 776.39                         |
| #65e<br>PR. 2' STORM INLET                                                       | PR. RIM 782.35<br>PR. 12" S. INV. 778.35                                                     |

| Combined Sewer<br>Structure Schedule                                                                                  |                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Structure Name                                                                                                        | Structure Details                                                                                                        |
| #67<br>PR. 4' COMB. MANHOLE                                                                                           | PR. RIM 781.50<br>PR. 18" W. INV. 769.10<br>PR. 18" N. INV. 769.30                                                       |
| #67A<br>PR. 4' DIA. COMB.<br>MANHOLE<br>(CONSTRUCT ONLINE<br>& RECONNECT<br>EX. 12" COMB EAST<br>INV. 770.00, V.I.F.) | PR. RIM 781.18<br>PR. 18" S. INV. 769.50                                                                                 |
| #68<br>PR. 6' COMB. MANHOLE<br>W/ TWO INT. DRAIN<br>CONNECTIONS                                                       | PR. RIM 782.96<br>PR. 18" E. INV. 768.55<br>PR. 18" W. INV. 768.55<br>PR. 12" NE. INV. 772.50<br>PR. 10" NW. INV. 773.00 |
| #68A<br>PR. 4' DIA. COMB.<br>MANHOLE<br>(CONSTRUCT ONLINE<br>& RECONNECT<br>EX. 8" COMB N.W.<br>INV. 775.40, V.I.F.)  | PR. RIM 783.04<br>PR. 10" SE. INV. 774.00                                                                                |

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

## LEGEND

**CLEAN-OUT**  

 Dwg. SMC. SW. (PER VIDEO) SW. MANHOLE  
 Dwg. MANHOLE  
 Dwg. HYDRANT  
 Dwg. END SECTION

**EXISTING SAN/COMB SEWER**

**EXISTING WATER MAIN**

**EXISTING STORM SEWER**

**EXISTING BURIED CABLES**

**EXISTING GAS MAIN**

**UTILITY POLE**  

 LIGHT POLE  
 WIRE

**OVERHEAD LINES**

**STRAIN POLE**  

 WIRE

**(RECORD) CURB STOP LOCATION (APPROX.)**  

 LANDSCAPE DRAIN EX. SOIL BORING  
 PUBLIC PHONE  
 WELL  
 PUMP  
 SIGN  
 POST/BOLLARD  
 PARKING METER  
 MAIL BOX  
 ROUND/BOULDER  
 SPRINKLER VALVE BOX  
 SPRINKLER HEAD  
 ROAD AND PROPERTY MARKER  
 GROUND ELEVATION

**EXISTING SAN/COMB SEWER**

**EXISTING WATER MAIN**

**EXISTING STORM SEWER**

**EXISTING BURIED CABLES**

**EXISTING GAS MAIN**

**OVERHEAD LINES**

**STRAIN POLE**  

 WIRE

**(RECORD) CURB STOP LOCATION (APPROX.)**  

 LANDSCAPE DRAIN EX. SOIL BORING  
 PUBLIC PHONE  
 WELL  
 PUMP  
 SIGN  
 POST/BOLLARD  
 PARKING METER  
 MAIL BOX  
 ROUND/BOULDER  
 SPRINKLER VALVE BOX  
 SPRINKLER HEAD  
 ROAD AND PROPERTY MARKER  
 GROUND ELEVATION

=+000.00

**BY-PASS PUMPING NOTE FOR SEWER CONSTRUCTION:**  
BY-PASS PUMPING MAY BE REQUIRED FOR SEWER CONSTRUCTION PROPOSED BETWEEN ABBEY STREET AND OXFORD AVENUE, INCLUDING INSTALLATION OF PR. 18" COMBINED SEWER, REMOVAL/ABANDONMENT OF EX. 12" COMBINED SEWER (NEAR INSTALLATION OF PR. WATER MAIN), AND REMOVAL/ABANDONMENT OF EX. 8" SANITARY SEWER (NEAR PR. 18" COMBINED SEWER), ANY REQUIRED BY-PASS PUMPING IS CONSIDERED CONTRACTOR'S MEANS AND METHODS FOR CONSTRUCTION, WHICH SHALL BE INCLUDED IN SEWER PAY ITEMS AND NOT PAID FOR SEPARATELY.

**DE-WATERING NOTE:**  
BASED ON THE GEOTECHNICAL INVESTIGATION REPORT FURNISHED BY  
G2 CONSULTING GROUP, DE-WATERING MEASURES SUCH AS PUMPING  
AND/OR INSTALLATION OF WELL POINT SYSTEM, MAY BE REQUIRED  
IN SPECIFIC LOCATIONS TO MAINTAIN STABLE EXCAVATIONS FOR  
DEEP UTILITY INSTALLATIONS. THE CONTRACTOR SHALL BE PREPARED  
TO PROVIDE DE-WATERING MEASURES TO BE USED AS REQUIRED  
BASED ON FIELD CONDITIONS. COSTS ASSOCIATED WITH NECESSARY  
DE-WATERING MEASURES SHALL BE INCLUDED IN CONTRACT PAY  
ITEMS AND WILL NOT BE PAID FOR SEPARATELY.

(66) REMOVE  
 13+72.85 0.45°N  
 SANITARY MH 68  
 RM 783.54  
 8" INV E 774.25 (REMOVE)  
 12" INV W 774.05 (REMOVE)  
 8" INV NW 774.95 (TAP INTO NEW #68)

(65) REMOVE  
 13+91.16 10.50° N  
 COMB. MH 65  
 RM 783.48  
 12" INV E 769.38 (ABANDON)  
 12" INV W 769.38 (ABANDON)  
 10" INV NW 778.78 (REMOVE)  
 12" INV NE 774.98 (EXTEND TO NEW #68)

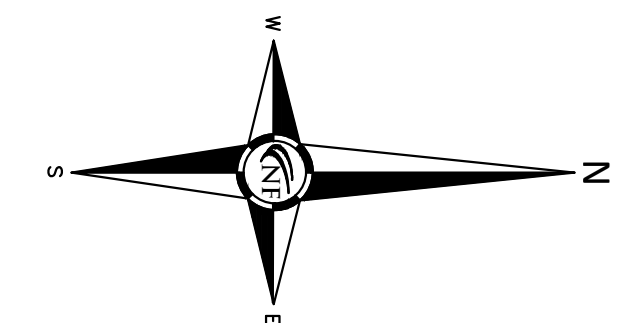
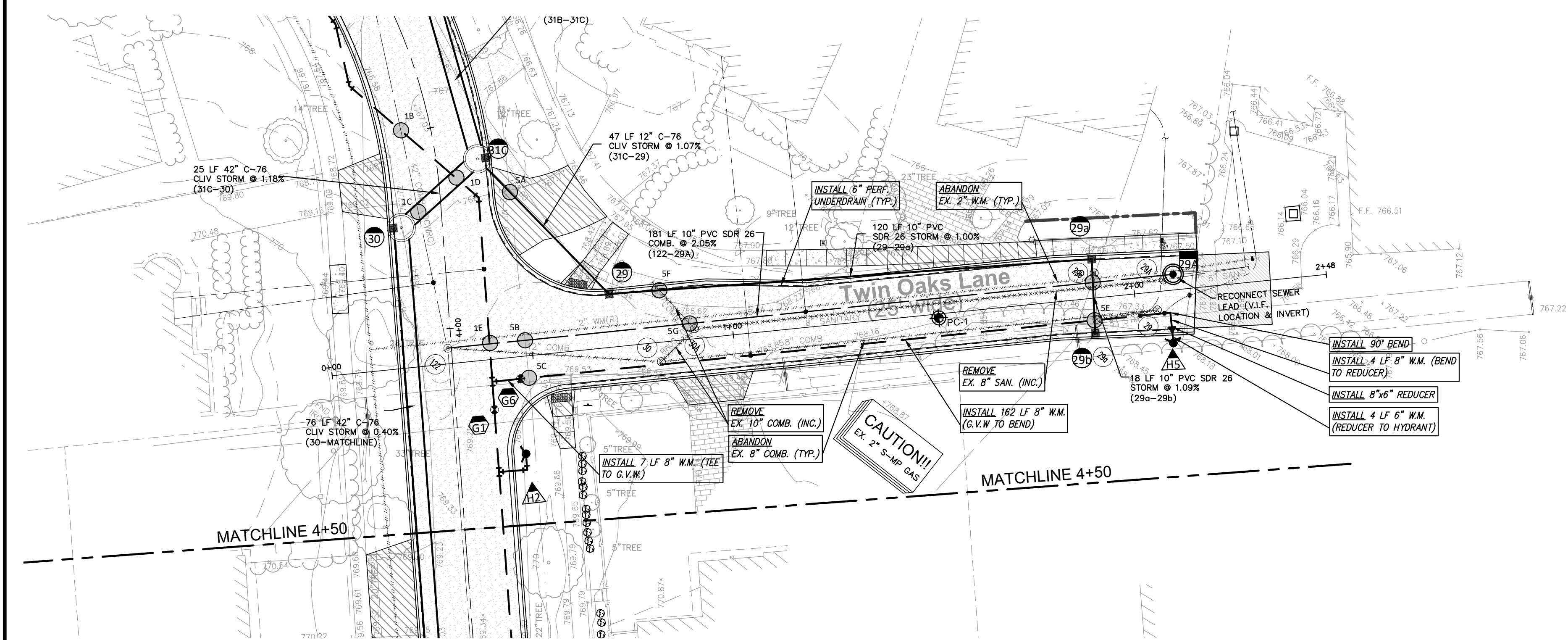
(66) MAINTAIN & ADJUST  
 13+83.22 19.68° S  
 SANITARY MH 66  
 RM 783.55  
 12" INV E 759.15 (MAINTAIN)  
 12" INV S 759.05 (MAINTAIN)

(67) REMOVE  
 14+78.01 0.53°N  
 SANITARY MH 67  
 RM 781.54  
 8" INV W 774.22 (REMOVE)

|                                                              |                                                                                                                                  |                                                                      |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| 650                                                          | <b>REMOVE</b><br>13+85.50 18.13" N<br>C.B. BEEHIVE 650<br>RIM 783.14<br>7/DIRT 778.64 (REMOVE)                                   |                                                                      |
| <hr/>                                                        |                                                                                                                                  |                                                                      |
| <h2 data-bbox="2047 1698 2176 1716">WATER MAIN SCHEDULE</h2> |                                                                                                                                  |                                                                      |
| 38                                                           | <b>REMOVE WELL (IF PRESENT)<br/>           &amp; ABANDON VALVE (INC.)</b><br>13+311.11 3.04"N<br>SHUT OFF(R) NOT SHOT            | <b>47</b> <b>MAINTAIN</b><br>13+59.52 44.71"S<br>HYDRANT 47 783.55"  |
| 39                                                           | <b>REMOVE WELL (IF PRESENT)<br/>           &amp; ABANDON VALVE (INC.)</b><br>13+62.07 17.23"<br>STOP BOX 39 (R)<br>NOT SHOT      | <b>51</b> <b>MAINTAIN</b><br>13+67.88 35.26"S<br>STOP BOX 51 783.08" |
| 41                                                           | <b>REMOVE WELL (IF PRESENT)<br/>           &amp; ABANDON VALVE (INC.)</b><br>13+42.03 14.02 O3<br>11.05'S<br>STOP BOX 41 783.03" | <b>42</b> <b>MAINTAIN</b><br>13+35.36 30.11"N<br>STOP BOX 42 779.83" |
| 44                                                           | <b>REMOVE GATE VALVE IN WELL</b><br>STOP 13+154.67 15.45" N<br>RIM 782.40<br>10" 1/Pipe 775.75                                   |                                                                      |
| 46                                                           | <b>REMOVE 12" GATE VALVE IN WELL</b><br>STOP 13+126.72 9.50" N<br>RIM 782.80<br>10" 1/Pipe 775.95                                |                                                                      |

|    |                                                                                                                                  |    |                                                                            |
|----|----------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------------------------------------|
| 36 | <p><b>REMOVE WELL (F PRESENT) &amp; ABANDON VALVE (INC.)</b></p> <p>134.31.11 31.04"N</p> <p>SHUT OFF(R) NOT SHOT</p>            | 47 | <p><b>MAINTAIN</b></p> <p>134.59.52 44.71"S</p> <p>HYDRANT 47 783.55"</p>  |
| 39 | <p><b>REMOVE WELL (F PRESENT) &amp; ABANDON VALVE (INC.)</b></p> <p>134-62.07 44.73"S</p> <p>STOP BOX 39 (R)</p> <p>NOT SHOT</p> | 51 | <p><b>MAINTAIN</b></p> <p>134.67.88 35.26"S</p> <p>STOP BOX 51 783.08"</p> |
| 41 | <p><b>REMOVE WELL (F PRESENT) &amp; ABANDON VALVE (INC.)</b> 41+02.03</p> <p>11.05'S</p> <p>STOP BOX 41 783.03"</p>              | 42 | <p><b>MAINTAIN</b></p> <p>15+35.36 30.11"N</p> <p>STOP BOX 42 779.83"</p>  |
| 47 | <p><b>STOP GATE VALVE IN WELL</b></p> <p>STA 134+16.67 15.45" N</p> <p>RW. RM. 782.40</p> <p>1/P/WPE 778.25</p>                  |    |                                                                            |
| 48 | <p><b>STOP GATE VALVE IN WELL</b></p> <p>STA 134+72.92 9.50" N</p> <p>RW. RM. 782.80</p> <p>1/P/WPE 775.85</p>                   |    |                                                                            |





**BY-PASS PUMPING NOTE FOR SEWER CONSTRUCTION:**  
BY-PASS PUMPING MAY BE REQUIRED FOR SEWER CONSTRUCTION PROPOSED TWIN OAKS LANE, INCLUDING INSTALLATION OF PR. 10" COMBINED SEWER, AND REMOVAL/ABANDONMENT OF EX. 8" AND 12" SEWERS (NEAR INSTALLATION OF PR. WATER MAIN AND 10" COMBINED SEWER). ANY REQUIRED BY-PASS PUMPING IS CONSIDERED CONTRACTOR'S MEANS AND METHODS FOR CONSTRUCTION, WHICH SHALL BE INCLUDED IN SEWER PAY ITEMS AND NOT PAID FOR SEPARATELY.

**DE-WATERING NOTE:**  
BASED ON THE GEOTECHNICAL INVESTIGATION REPORT FURNISHED BY G2 CONSULTING GROUP, DE-WATERING MEASURES SUCH AS PUMPING AND/OR INSTALLATION OF WELL POINT SYSTEM, MAY BE REQUIRED IN SPECIFIC LOCATIONS TO MAINTAIN STABLE EXCAVATIONS FOR DEEP UTILITY INSTALLATIONS. THE CONTRACTOR SHALL BE PREPARED TO PROVIDE DE-WATERING MEASURES TO BE USED AS REQUIRED BASED ON FIELD CONDITIONS. COSTS ASSOCIATED WITH NECESSARY DE-WATERING MEASURES SHALL BE INCLUDED IN CONTRACT PAY ITEMS AND WILL NOT BE PAID FOR SEPARATELY.

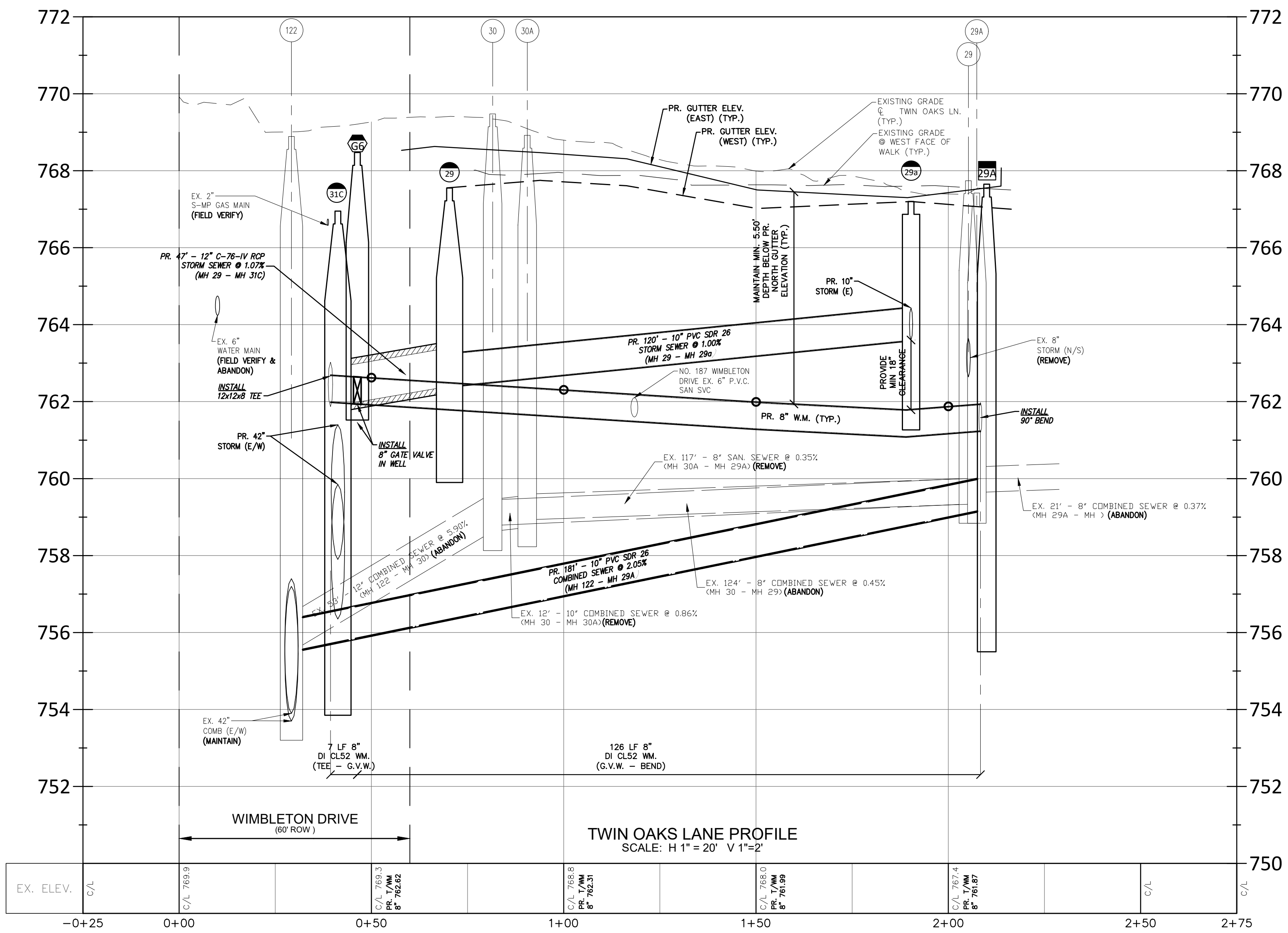
| UTILITY CROSSING SCHEDULE |                                                                                                                                                         |     |                                                                                                                     |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------|
| 05A                       | EX. 2" GAS R/P 768.52<br>PR. 12" STM 1/P 763.90<br>VERTICAL CLEARANCE 5.62 FT                                                                           | 05E | PR. 10" STM R/P 763.90<br>PR. 8" W.M. 1/P 761.77<br>EX. 8" COMB. 1/P 759.95 (ABANDON)<br>VERTICAL CLEARANCE 2.03 FT |
| 05B                       | EX. 2" GAS R/P 768.22<br>PR. 10" SAN. 1/P 766.72<br>VERTICAL CLEARANCE 8.50 FT                                                                          | 05F | PR. 10" STM R/P 762.53<br>EX. 8" COMB. 1/P 757.57<br>PR. 10" COMB. 1/P 757.57                                       |
| 05C                       | EX. 2" GAS R/P 768.41<br>PR. 8" W.M. 1/P 762.65 FT<br>VERTICAL CLEARANCE 3.76 FT                                                                        | 05G | EX. 8" COMB. R/P 757.57<br>PR. 10" COMB. 1/P 757.57                                                                 |
| 05D                       | PR. 10" STM R/P 763.68<br>PR. 10" COMB. 1/P 768.82<br>EX. 8" SAN. 1/P 759.95 (REMOVE)<br>EX. 8" W.M. 1/P 757.57 (ABANDON)<br>VERTICAL CLEARANCE 4.08 FT | 01B | (SEE SHEET C01)                                                                                                     |
|                           |                                                                                                                                                         | 01C | (SEE SHEET C01)                                                                                                     |
|                           |                                                                                                                                                         | 01D | (SEE SHEET C01)                                                                                                     |
|                           |                                                                                                                                                         | 01E | (SEE SHEET C01)                                                                                                     |

| SEWER STRUCTURE SCHEDULE |                                                                                                                                                                                                      |    |                                                                                                                                                 |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------|
| 122                      | TAP & ADJUST<br>0+29.22 3.89' N<br>COMB. MH 122<br>RIM 769.00<br>PR. RIM XX<br>12" INV N 755.50 (REMOVE)<br>PR. 10" INV N 755.50 (TAP)<br>42" INV E 753.90 (MAINTAIN)<br>42" INV W 753.70 (MAINTAIN) | 30 | REMOVE<br>0+81.54 4.50' S<br>COMB. MH 30<br>RIM 769.48<br>8" INV N 758.78 (ABANDON)<br>12" INV S 758.63 (ABANDON)<br>10" INV NW 758.63 (REMOVE) |
| 30A                      | REMOVE<br>0+90.54 2.46' N<br>SANITARY MH 30A<br>RIM 768.93<br>8" INV N 758.93 (REMOVE)<br>10" INV SE 758.73 (REMOVE)<br>8" INV SW 758.93 (INVESTIGATE / REMOVE)                                      | 29 | REMOVE<br>2+05.23 4.50' S<br>COMB. MH 29<br>RIM 767.74<br>8" INV S 762.64 (REMOVE)<br>8" INV S 759.34 (ABANDON)<br>(BOTTOM)                     |
| 29A                      | REMOVE & INSTALL NEW 29A<br>0+107.43 2.74' N<br>SANITARY MH 29A<br>RIM 767.64<br>PR. RIM 767.20<br>8" INV N 759.64 (RECONNECT TO NEW 29A)<br>8" INV S 759.34 (REMOVE)                                |    |                                                                                                                                                 |

| STORM STRUCTURE SCHEDULE |                                                                                                                    |     |                                                                                                               |
|--------------------------|--------------------------------------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------|
| 29a                      | REMOVE<br>1+90.14 5.28' S<br>C.B. BEHIVE 29a<br>RIM 767.20<br>8" INV W 764.60 (REMOVE)<br>8" INV N 763.95 (REMOVE) | 29b | REMOVE<br>1+90.56 6.17' N<br>STORM MH 29b<br>RIM 767.14<br>8" INV N 763.95 (REMOVE)<br>T/DIRT 764.94 (REMOVE) |

| WATER MAIN SCHEDULE |                                                                                                                  |    |                                                                                                       |
|---------------------|------------------------------------------------------------------------------------------------------------------|----|-------------------------------------------------------------------------------------------------------|
| 18                  | PR. 8" GATE VALVE IN WELL<br>PR. STA. 0+46.36' 5.50' S<br>PR. C/L 768.41<br>PR. 1/PIPE 762.60<br>(SEE SHEET C01) | 19 | HYDRANT & ASSEMBLY<br>STA. 2+08.40 13.06' S<br>PR. C/L 768.12<br>PR. 1/PIPE 762.65<br>(SEE SHEET C01) |

**UTILITY NOTE**  
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| Storm Drainage Structure Schedule        |                                                                     |
|------------------------------------------|---------------------------------------------------------------------|
| Structure Name                           | Structure Details                                                   |
| #29 PR. 4" STORM CATCH BASIN W/ 2' SUMP  | PR. RIM 767.55<br>PR. 10" N. INV. 762.40<br>PR. 12" SW. INV. 762.40 |
| #29a PR. 4" STORM CATCH BASIN W/ 2' SUMP | PR. RIM 767.20<br>PR. 10" S. INV. 763.60<br>PR. 10" E. INV. 763.60  |
| #29b PR. 2" STORM INLET                  | PR. RIM 767.30<br>PR. 10" W. INV. 763.80                            |

| Combined Sewer Structure Schedule                                                                                |                                          |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Structure Name                                                                                                   | Structure Details                        |
| #29A PR. 4" COMB. MANHOLE (CONSTRUCT ONLINE, RECONNECT EX. OR REPLACEMENT 8" SAN SVC. NORTH INV. 759.64, V.I.F.) | PR. RIM 767.65<br>PR. 10" S. INV. 759.20 |

**LEGEND**

CLEAN-OUT  
SM. SVC. (PER WED 250)  
MANHOLE  
G.W.  
HYDRANT  
EXISTING SAN/COMB SEWER  
EXISTING WATER MAIN  
EXISTING STORM SEWER  
EXISTING BURIED CABLES  
EXISTING GAS MAIN  
OVERHEAD LINES  
EX. PAVERS  
PR. 6" CONC. SIDEWALK OR DRIVE APPROACH  
PR. 4" CONC. SIDEWALK  
PR. FULL-DEPTH ASPH. (2" MIN. ON 6" SMA)  
PR. BITUMINOUS DRAINAGE  
PR. 18" MD. CONC. CURB & GUTTER  
SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

**SYMBOLS:**  
STRAN POLE  
GUY WIRE  
(RECORD) CURB STOP LOCATION (APPROX.)  
LANDSCAPE BED  
EX. SOIL BORING  
PUBLIC PHONE  
WELL  
PUMP  
SIGN  
POST/BOLLARD  
PARKING METER  
MAIL BOX  
ROCK/BOULDER  
SPRINKLER VALVE BOX  
SPRINKLER HEAD  
FOUND PROPERTY MARKER  
GROUND ELEVATION

**NF ENGINEERS**  
CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257  
WWW.NOWAKFRAUS.COM

SEAL

STATE OF MICHIGAN  
PAUL TULKANGAS  
ENGINEER  
NO. 057929  
GEOLOGICAL PROFESSIONAL

PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT  
BIRMINGHAM  
A WALKABLE CITY

The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the N.E. 1/4  
of Section 25,  
T. 2N, R. 10E  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Utility Plan - Twin Oaks  
Lane - P.O.B. to P.O.E.

**811**  
Know what's below  
Call before you dig.

DATE ISSUED/REVISED  
10-25-24 ISSUED SURVEY  
02-12-25 CITY REVIEW  
02-20-25 BIDS  
03-04-25 ADDENDUM 2

DRAWN BY:  
L. Gross

DESIGNED BY:  
P. Tulikangas

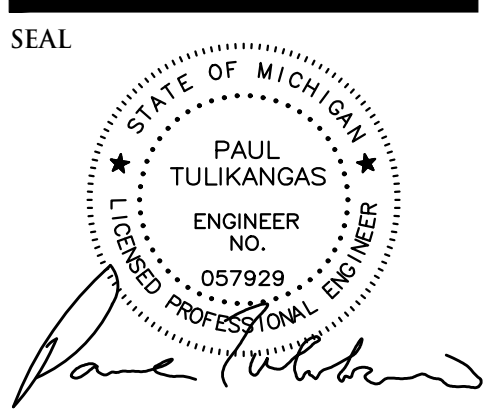
APPROVED BY:  
P. Tulikangas

DATE:  
February 20, 2025

SCALE: 1" = 20' / 1" = 2'

NFE JOB NO. 0310 SHEET NO. C05





PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT  
**BIRMINGHAM**  
A WALKABLE CITY  
The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R. 10E  
City of Birmingham,  
Oakland County, Michigan

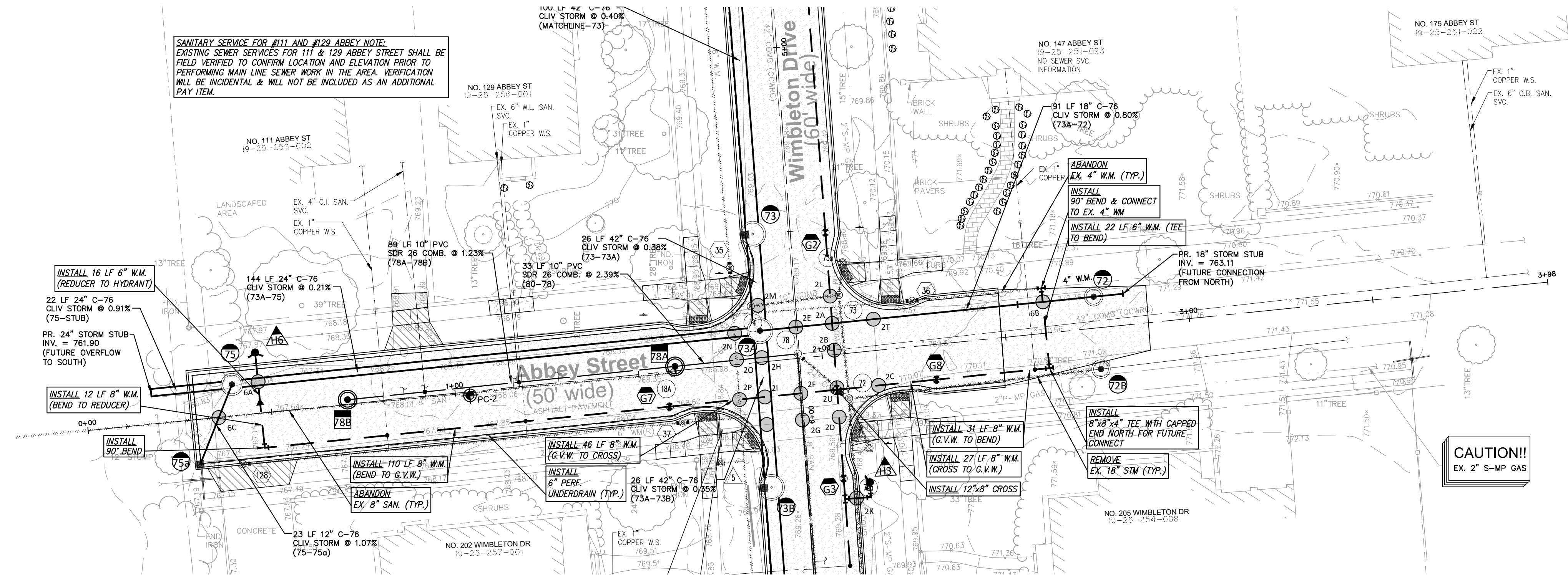
SHEET  
Utility Plan - Abbey Street  
- P.O.B. to P.O.E.



DATE ISSUED/REVISED  
10-25-24 ISSUED SURVEY  
02-12-25 CITY REVIEW  
02-20-25 BIDS  
03-04-25 ADDENDUM 2

DRAWN BY:  
L. Gross  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
P. Tulikangas  
DATE:  
February 20, 2025

SCALE: 1" = 20' / 1" = 2'  
20 10 0 10 20 30  
NFE JOB NO. SHEET NO.  
**0310 C06**



UTILITY CROSSING SCHEDULE

|     |                                                                                 |     |                 |
|-----|---------------------------------------------------------------------------------|-----|-----------------|
| 06A | PR. 18" STM B/P 762.05<br>PR. 6" W.M. T/P 760.50<br>VERTICAL CLEARANCE: 1.56 FT | 02H | (SEE SHEET C02) |
| 06B | PR. 18" STM B/P 762.94<br>PR. 8" W.M. T/P 761.25<br>VERTICAL CLEARANCE: 1.69 FT | 02J | (SEE SHEET C02) |
| 06C | PR. 12" STM B/P 762.35<br>EX. 8" SAN. T/P V.I.F. (ABANDON)                      | 02K | (SEE SHEET C02) |
| 02A | (SEE SHEET C02)                                                                 | 02M | (SEE SHEET C02) |
| 02B | (SEE SHEET C02)                                                                 | 02N | (SEE SHEET C02) |
| 02C | (SEE SHEET C02)                                                                 | 02O | (SEE SHEET C02) |
| 02D | (SEE SHEET C02)                                                                 | 02P | (SEE SHEET C02) |
| 02E | (SEE SHEET C02)                                                                 | 02T | (SEE SHEET C02) |
| 02F | (SEE SHEET C02)                                                                 | 02U | (SEE SHEET C02) |
| 02G | (SEE SHEET C02)                                                                 |     |                 |

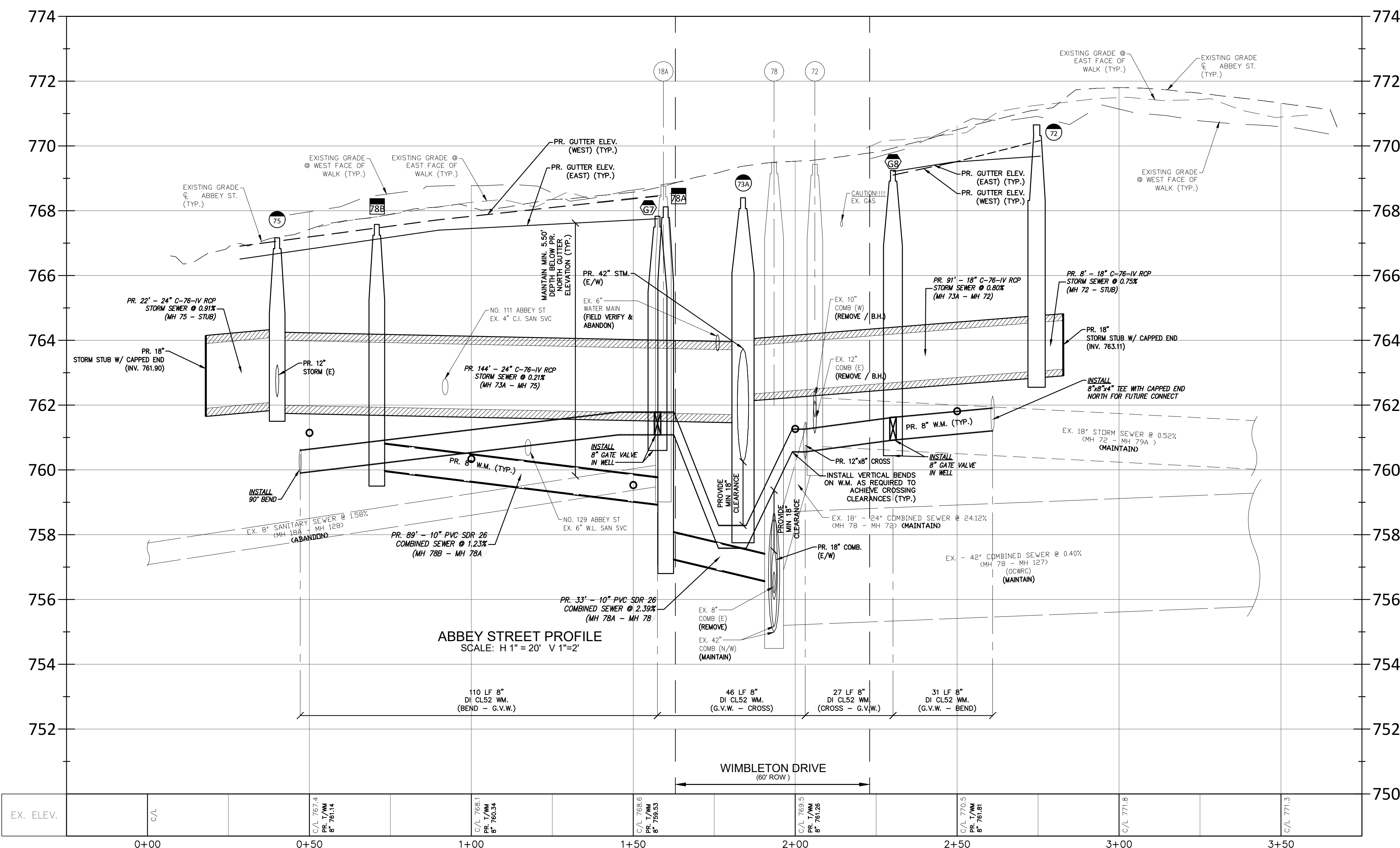
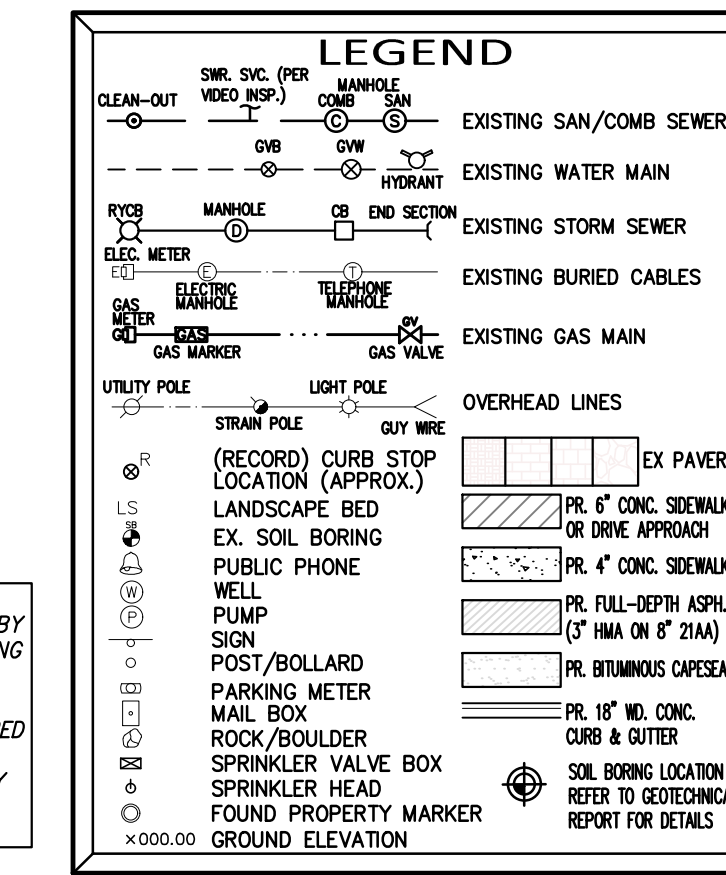
WATER MAIN SCHEDULE

|     |                                                                                                                        |                                                                                              |
|-----|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 12B | REMOVE WELL (IF PRESENT)<br>& ABANDON VALVE (INC.)<br>STA. 0+42.17 16.60' W<br>PR. F.G. 760.15<br>STOP BOX 12B 767.09' | HYDRANT & ASSEMBLY<br>STA. 0+42.17 16.60' W<br>PR. F.G. 760.15<br>PR. T/PIPE 762.15          |
| 67  | PR. 8" GATE VALVE IN WELL<br>PR. STA. 1+57.40 9.50' E<br>PR. RIM 769.25<br>PR. T/PIPE 758.40                           | PR. 8" GATE VALVE IN WELL<br>PR. STA. 2+30.19 9.50' E<br>PR. RIM 769.25<br>PR. T/PIPE 761.65 |

| Storm Drainage<br>Structure Schedule                                                                                  |                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Structure Name                                                                                                        | Structure Details                                                                            |
| #72<br>PR. 4' STORM MANHOLE                                                                                           | PR. RIM 770.65<br>PR. 18" S. INV. 763.05<br>PR. 18" N. INV. 763.05                           |
| #72B<br>PR. 4' DIA. STORM<br>MANHOLE<br>(CONSTRUCT ONLINE<br>& RECONNECT<br>EX. 18" STM NORTH<br>INV. 760.35, V.I.F.) | PR. RIM 771.05                                                                               |
| #75<br>PR. 5' STORM MANHOLE<br>W/ 2' SUMP                                                                             | PR. RIM 767.16<br>PR. 24" N. INV. 762.00<br>PR. 12" E. INV. 762.25<br>PR. 24" S. INV. 762.10 |
| #75a<br>PR. 2' STORM INLET                                                                                            | PR. RIM 766.50<br>PR. 12" W. INV. 762.50                                                     |

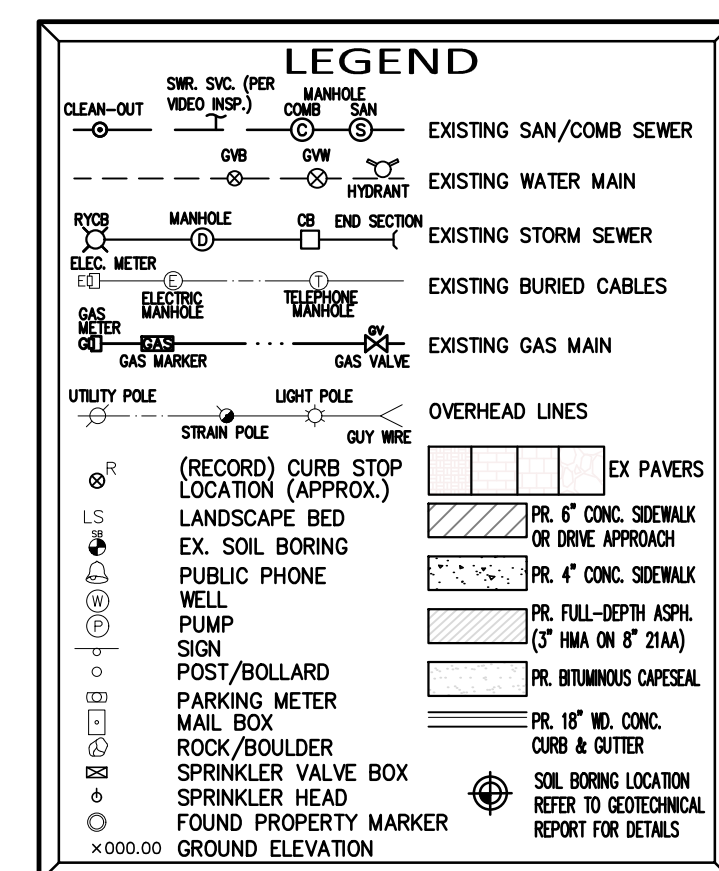
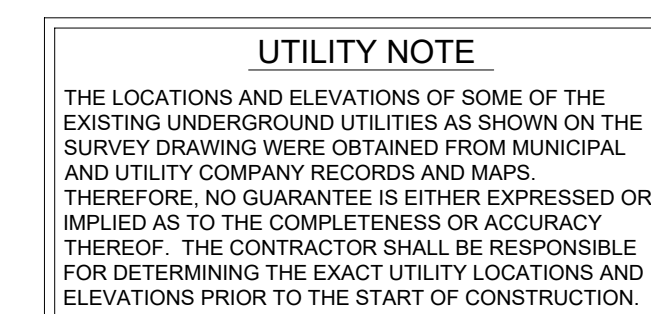
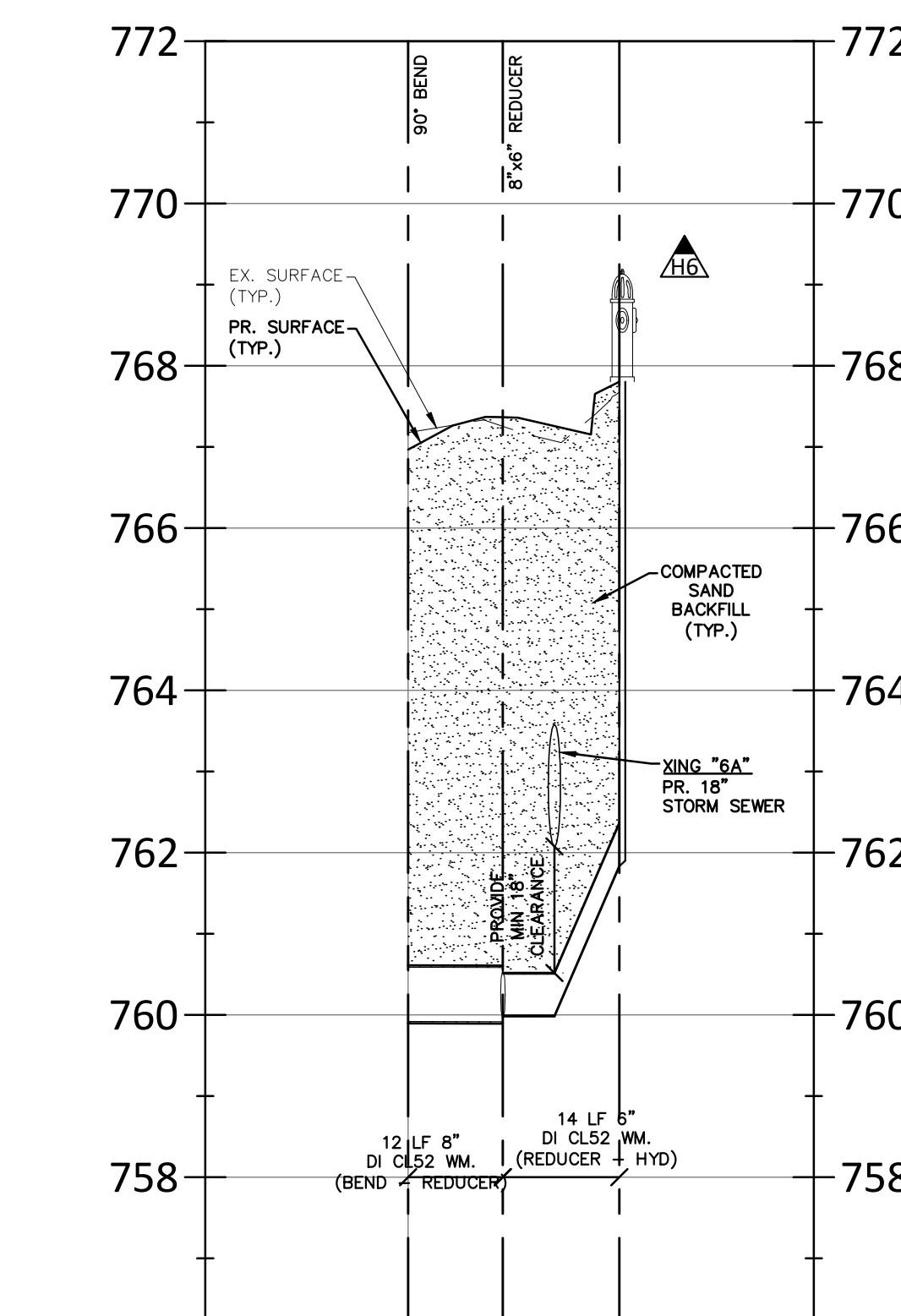
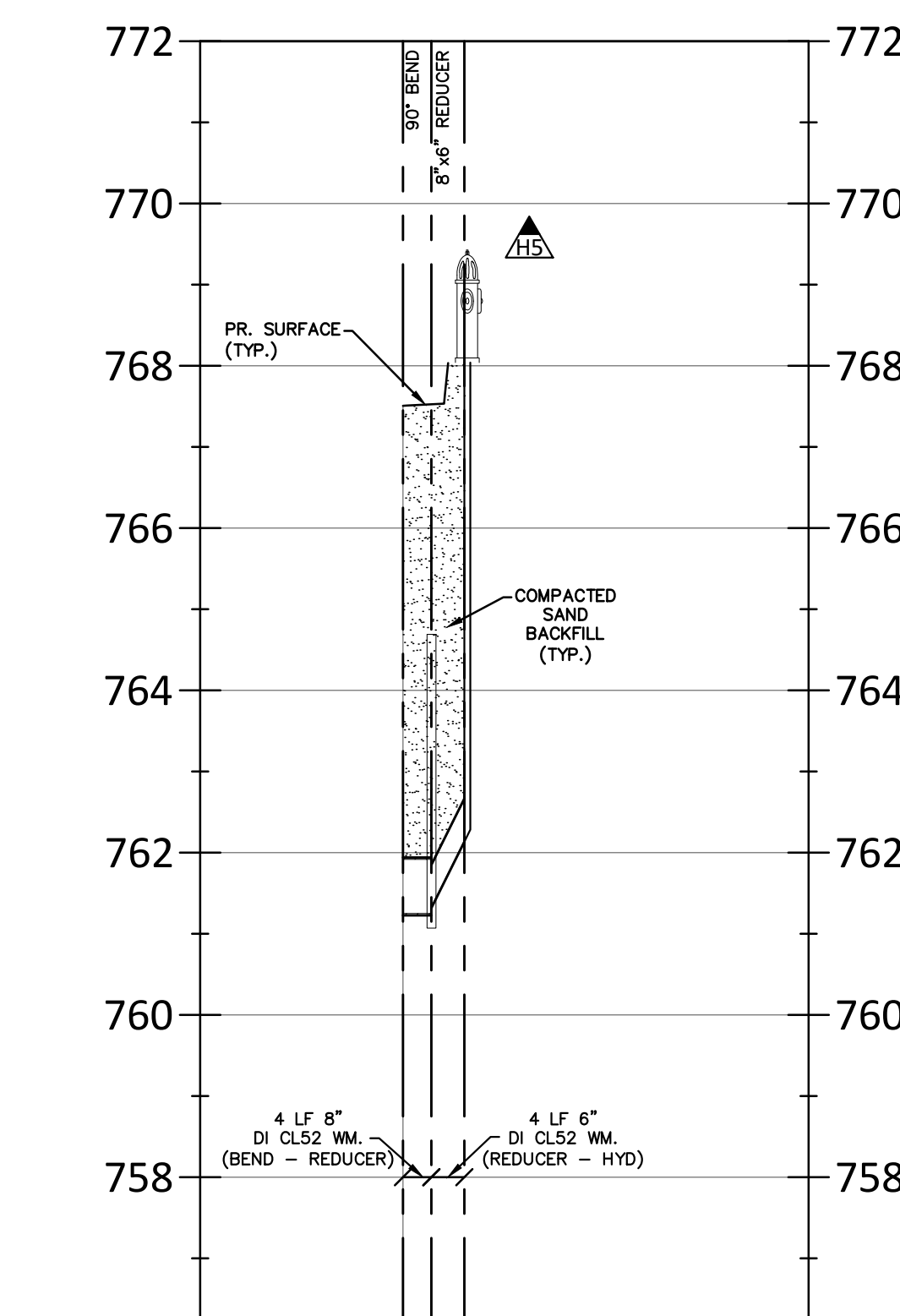
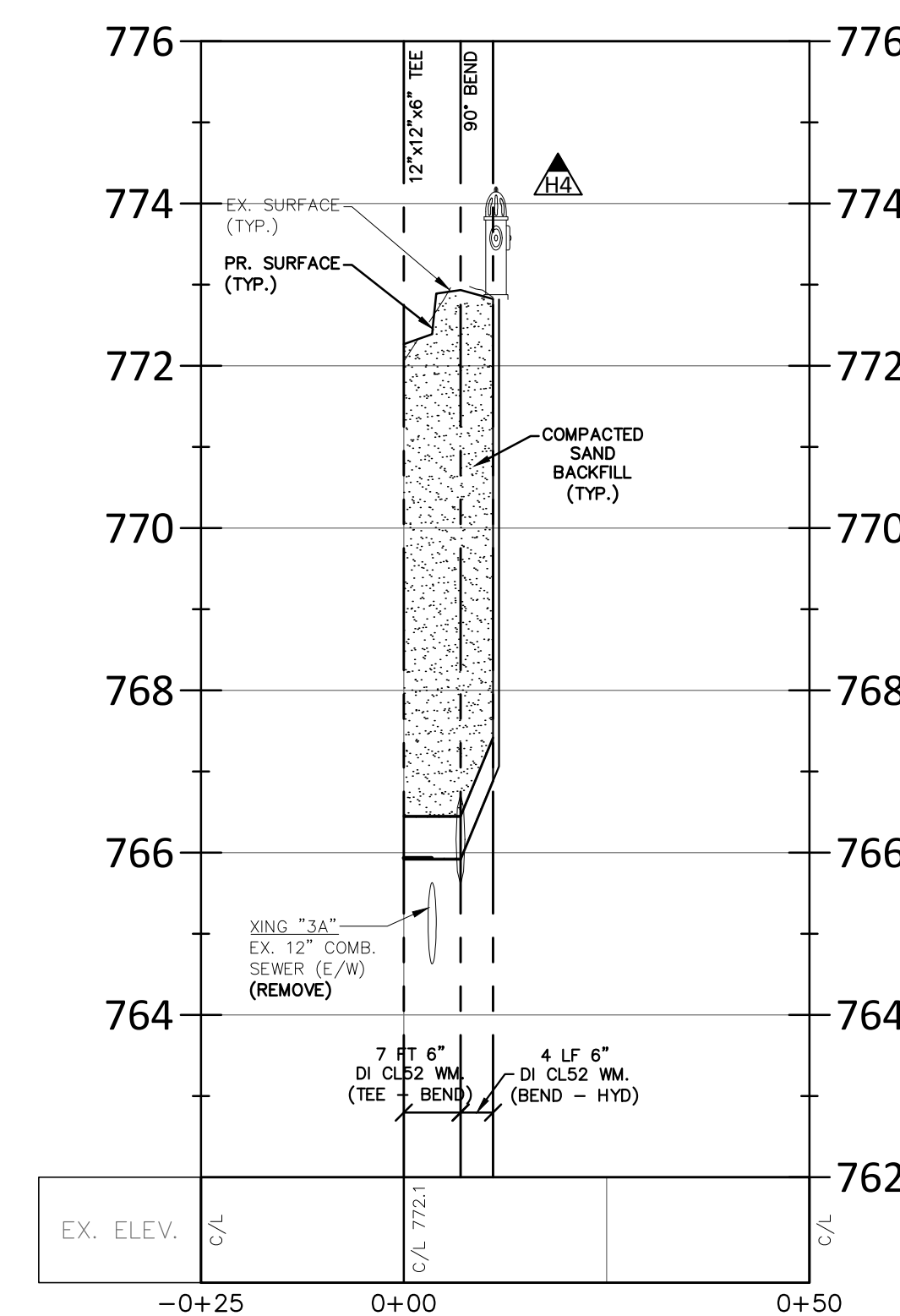
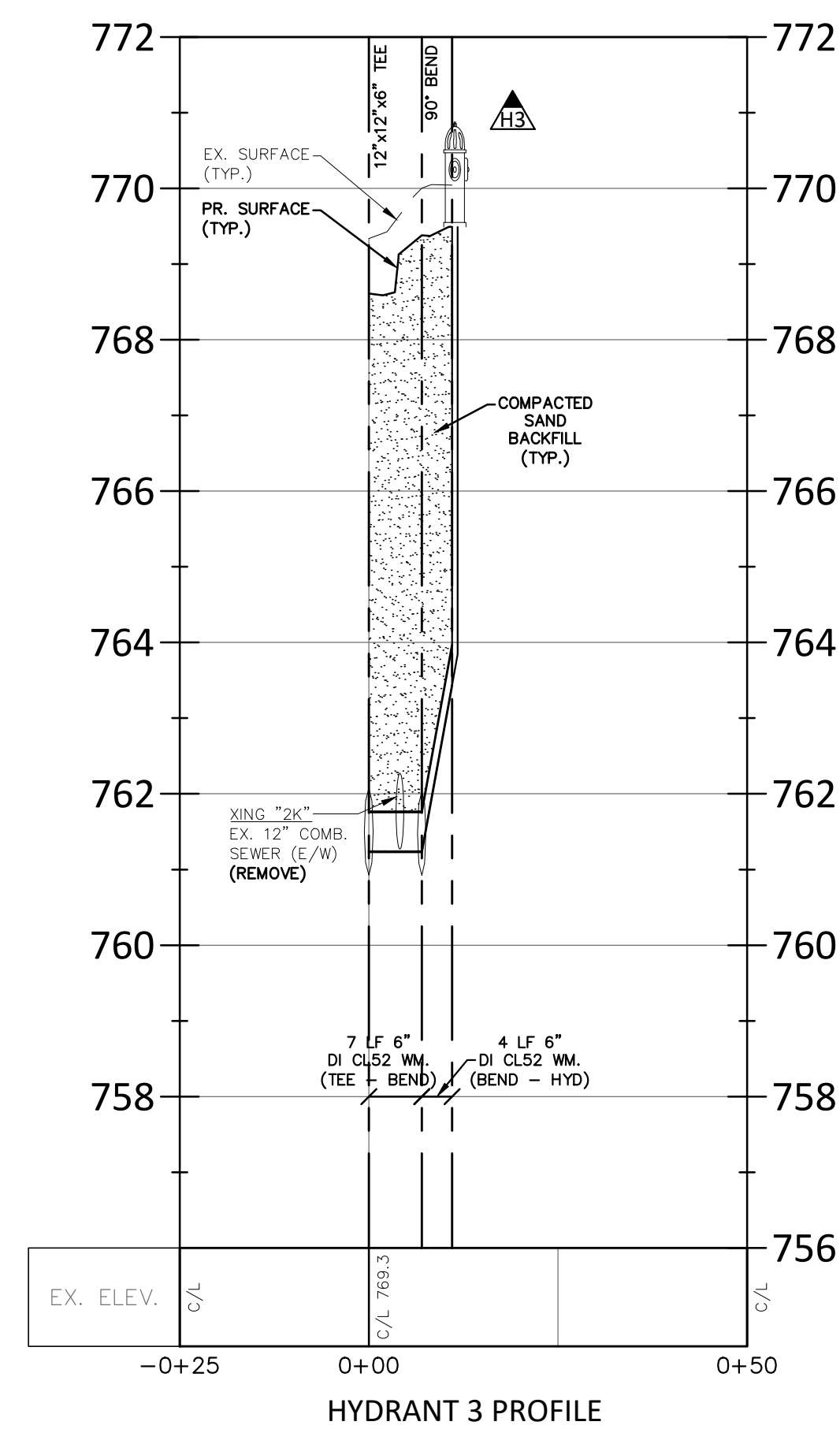
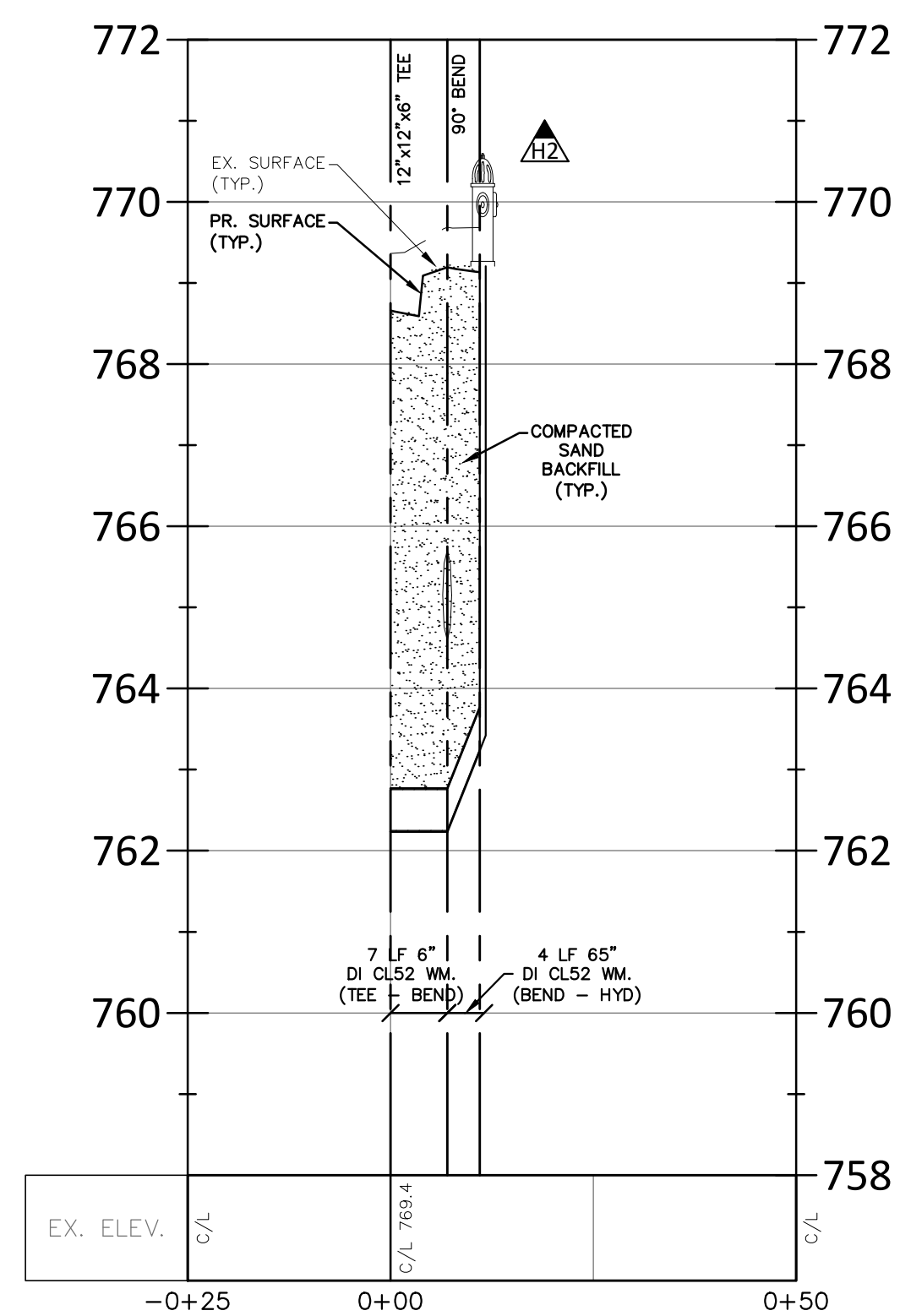
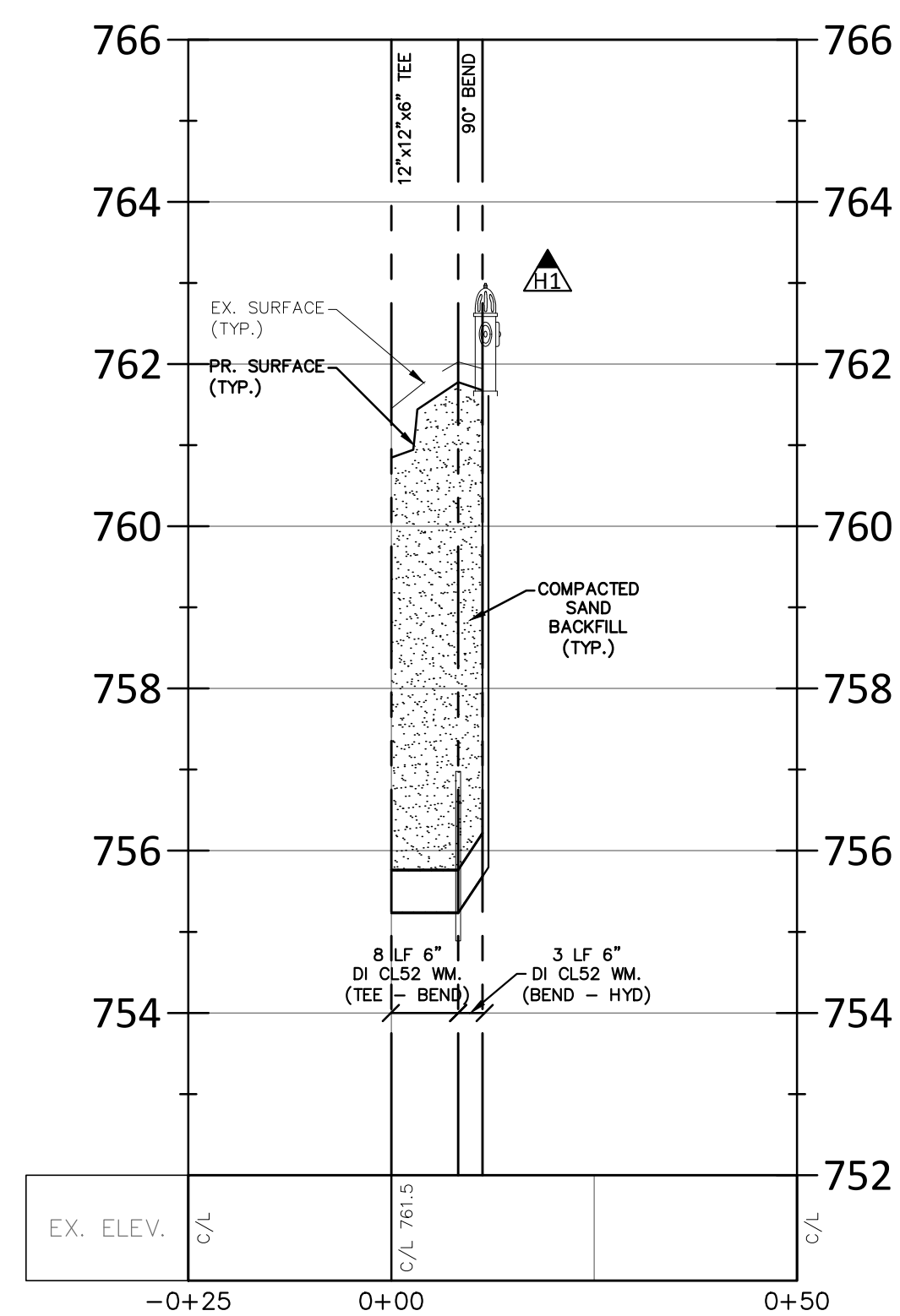
| Combined Sewer<br>Structure Schedule |                                                                    |
|--------------------------------------|--------------------------------------------------------------------|
| Structure Name                       | Structure Details                                                  |
| #78A<br>PR. 4' COMB. MANHOLE         | PR. RIM 768.12<br>PR. 10" S. INV. 758.90<br>PR. 10" N. INV. 757.30 |
| #78B<br>PR. 4' COMB. MANHOLE         | PR. RIM 767.58<br>PR. 10" N. INV. 760.00                           |

UTILITY NOTE  
THE LOCATIONS AND ELEVATIONS OF SOME OF THE  
EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE  
SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL  
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THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR  
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THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE  
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ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



DE-WATERING NOTE:  
BASED ON THE GEOTECHNICAL INVESTIGATION REPORT FURNISHED BY  
G2 CONSULTING GROUP, DE-WATERING MEASURES SUCH AS PUMPING  
AND/OR INSTALLATION OF WELL POINT SYSTEM, MAY BE REQUIRED  
IN SPECIFIC LOCATIONS TO MAINTAIN STABLE EXCAVATIONS FOR  
DEEP UTILITY INSTALLATIONS. THE CONTRACTOR SHALL BE PREPARED  
TO PROVIDE DE-WATERING MEASURES TO BE USED AS REQUIRED  
BASED ON FIELD CONDITIONS. COSTS ASSOCIATED WITH NECESSARY  
DE-WATERING MEASURES SHALL BE INCLUDED IN CONTRACT PAY  
ITEMS AND WILL NOT BE PAID FOR SEPARATELY.





**NF**  
ENGINEERS  
CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

**NOWAK & FRAUS ENGINEERS**  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257  
[WWW.NOWAKFRAUS.COM](http://WWW.NOWAKFRAUS.COM)

SEAL



PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT



The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

**PROJECT LOCATION**  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

SHEET

Watermain Hydrant  
Profiles



Know what's **below**  
**Call** before you dig.

DATE ISSUED/REVISED

10-25-24 ISSUED SURVEY

02-12-25 CITY REVIEW

02-20-25 BID9

03-04-25 ADDENDUM 2

DRAWN BY:

L. Gross

DESIGNED BY

P. Tulikangas

APPROVED BY \_\_\_\_\_

P. Tulikangas

DATE: \_\_\_\_\_

February 20, 2025

February 26, 2025

SCALE:  $1'' = 20'$  /  $1'' = 2'$

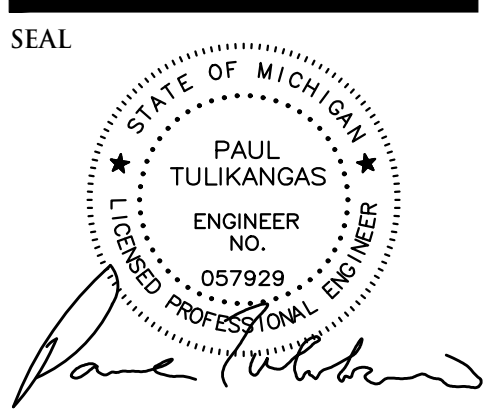
A number line from 0 to 30. A bracket from 0 to 10 is labeled '20'. A bracket from 10 to 30 is labeled '10'.

NEE JOB NC

| Food Type  | Number of People |
|------------|------------------|
| Vegetables | 10               |
| Fruits     | 15               |
| Grains     | 5                |
| Meat       | 12               |

SHEET NO. \_\_\_\_\_





PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT

**BIRMINGHAM**  
A WALKABLE CITY

The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R. 10E  
City of Birmingham,  
Oakland County, Michigan

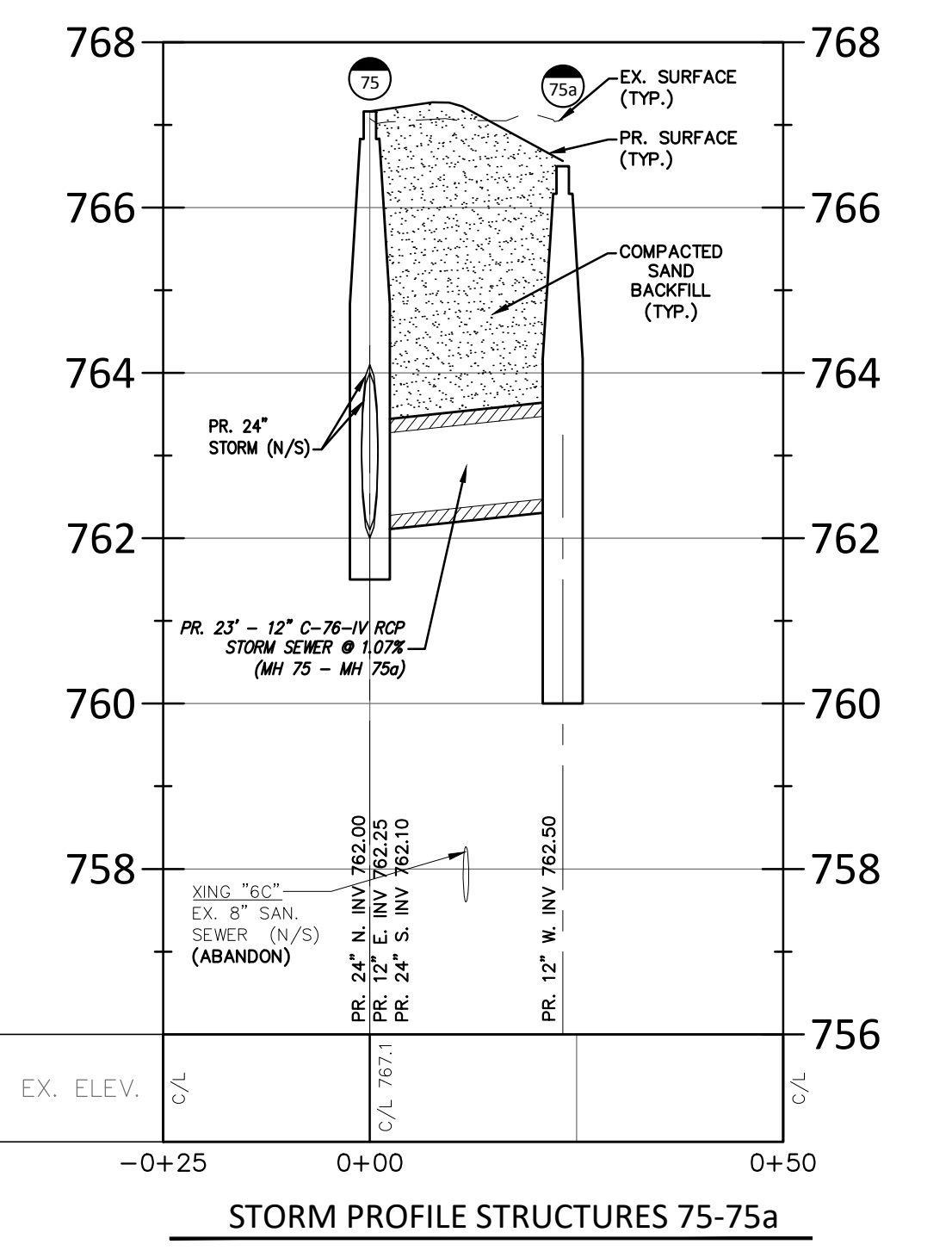
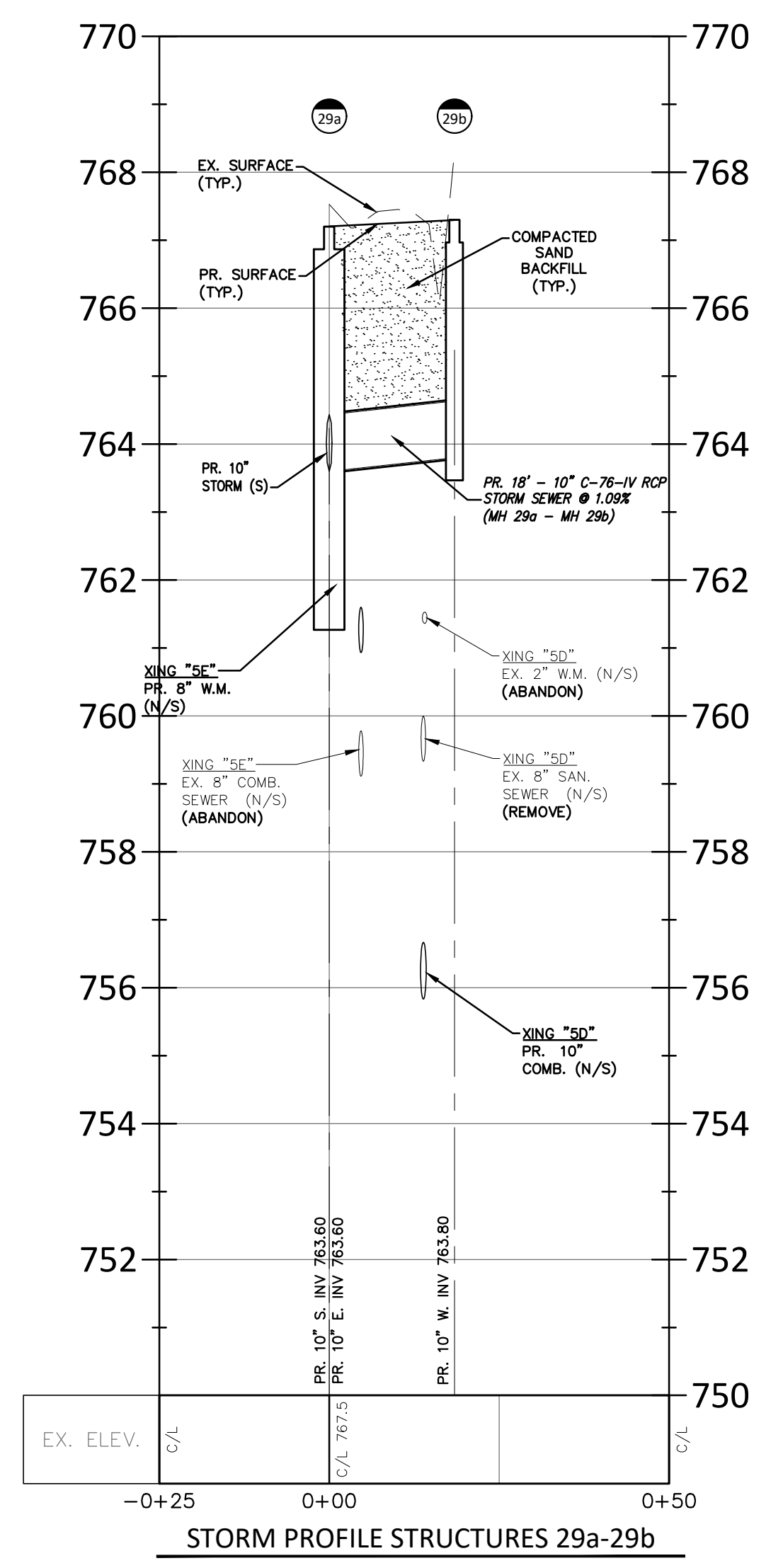
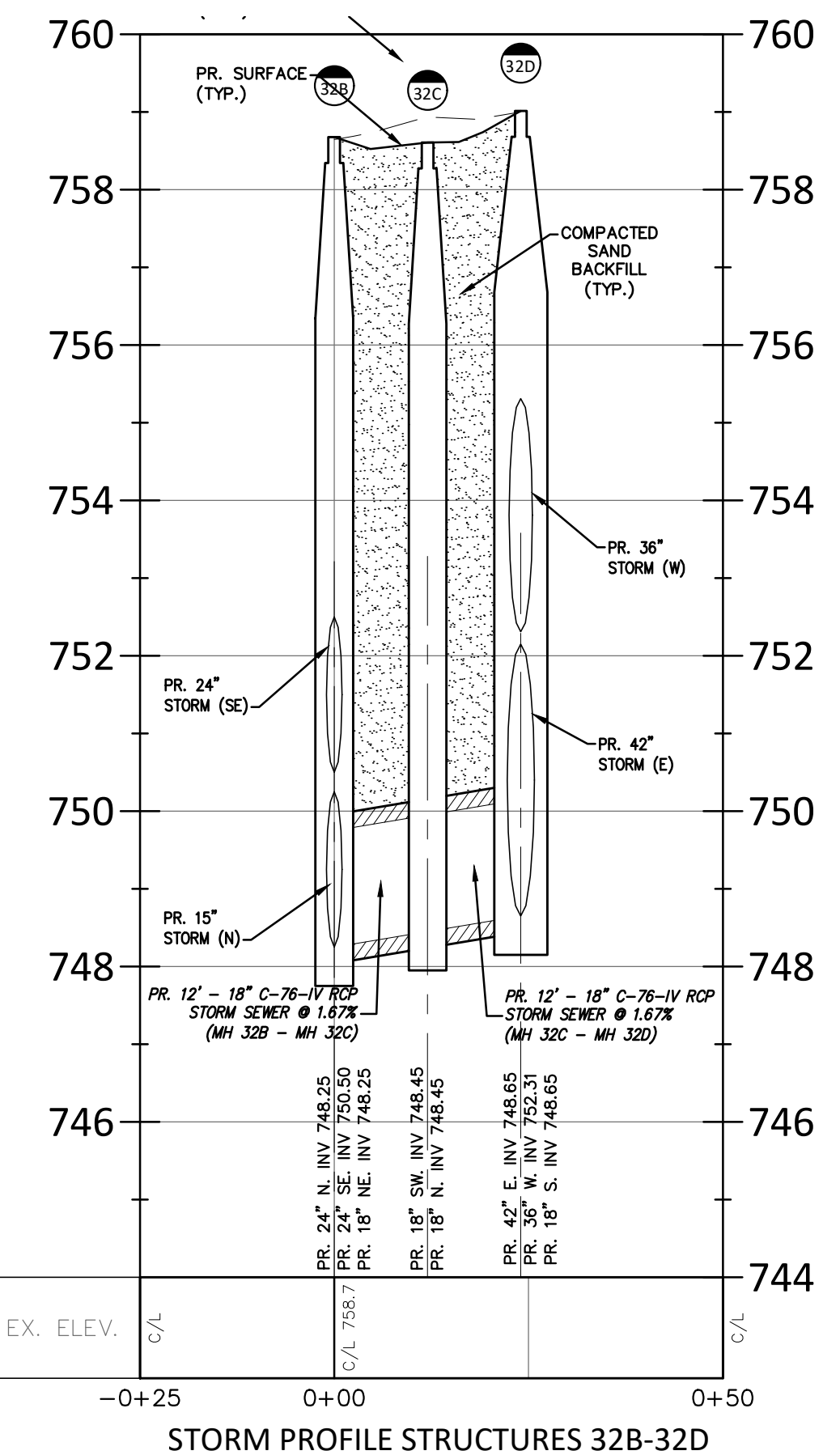
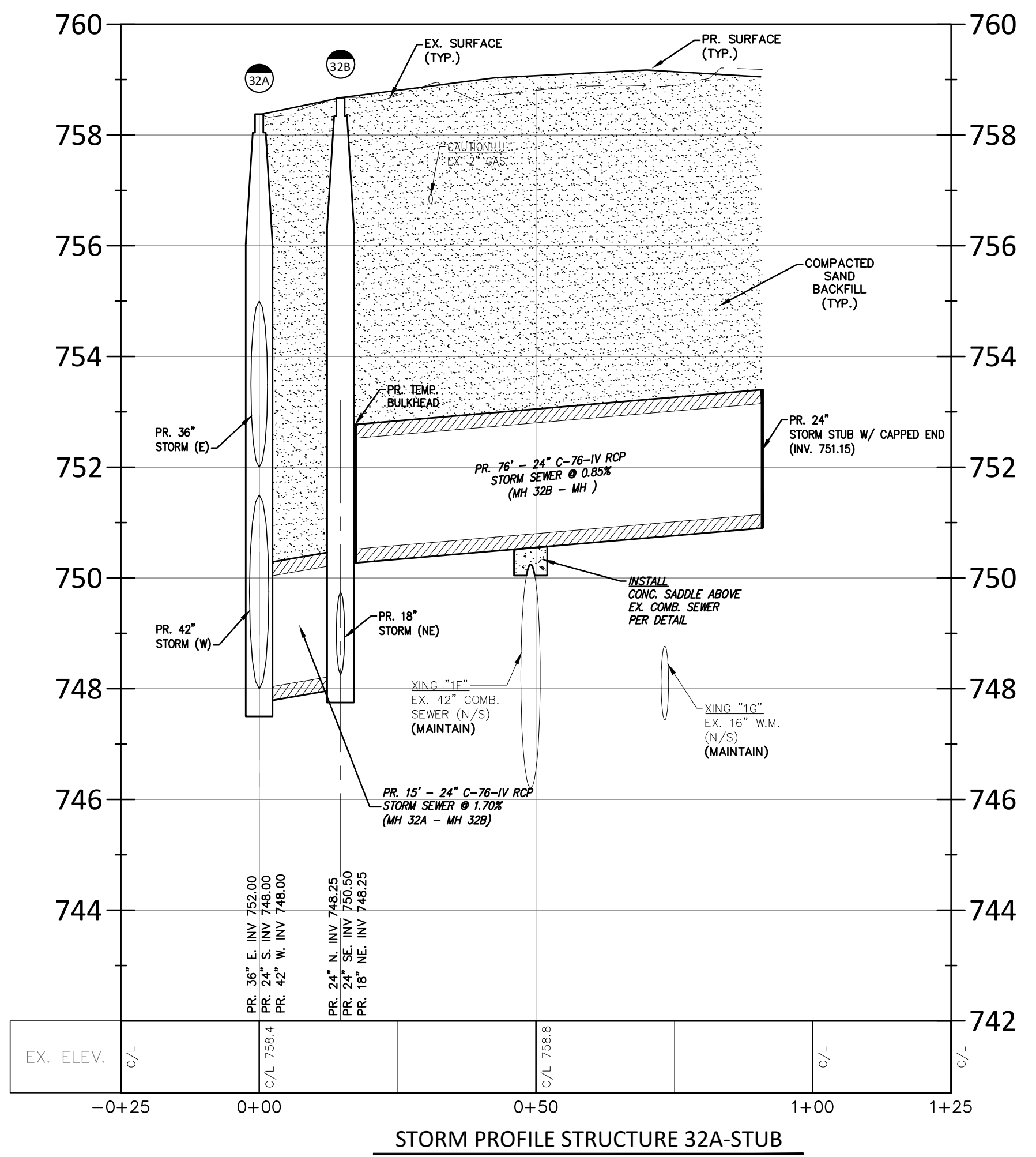
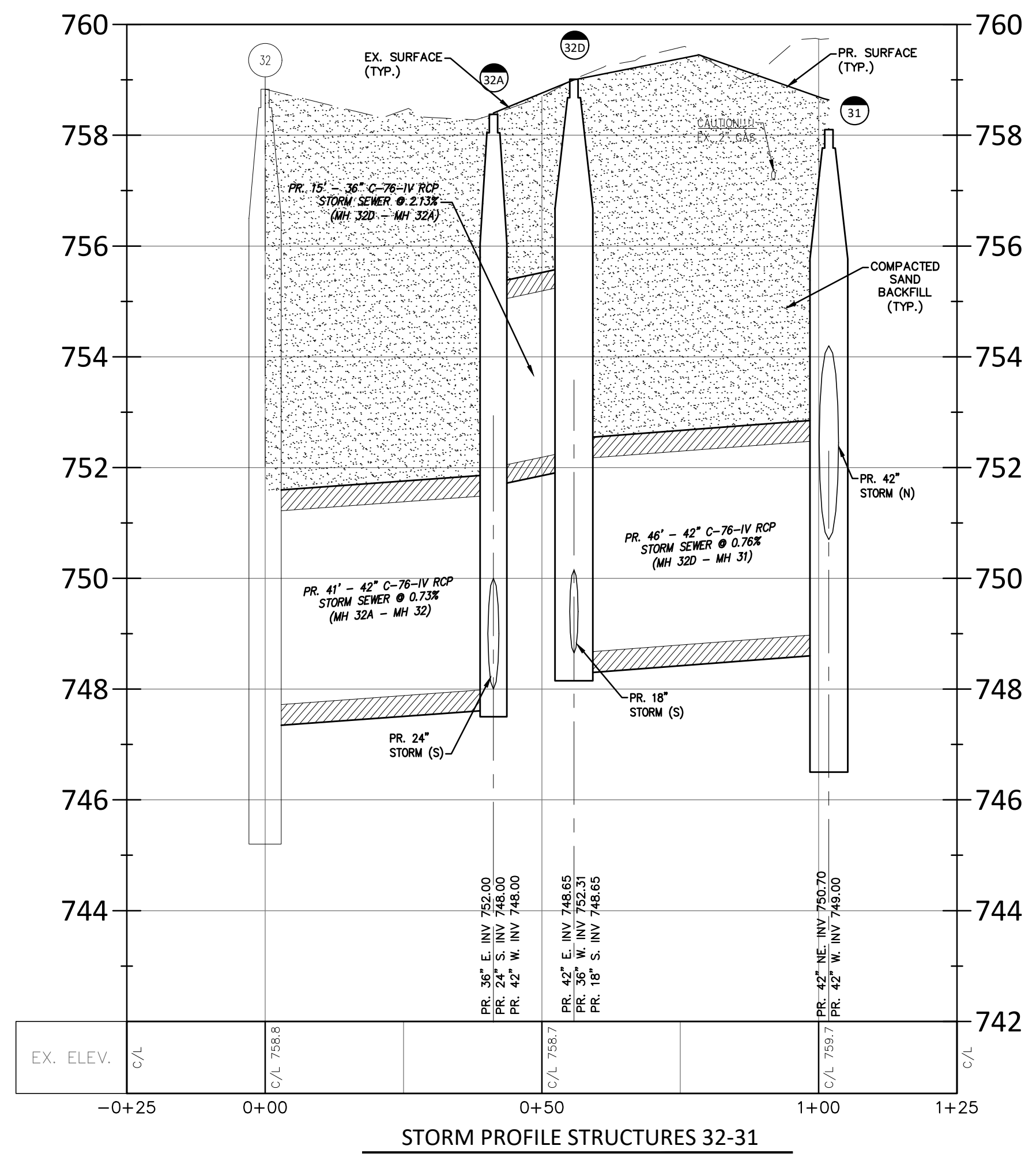
SHEET  
Sewer Profiles (1 of 2)



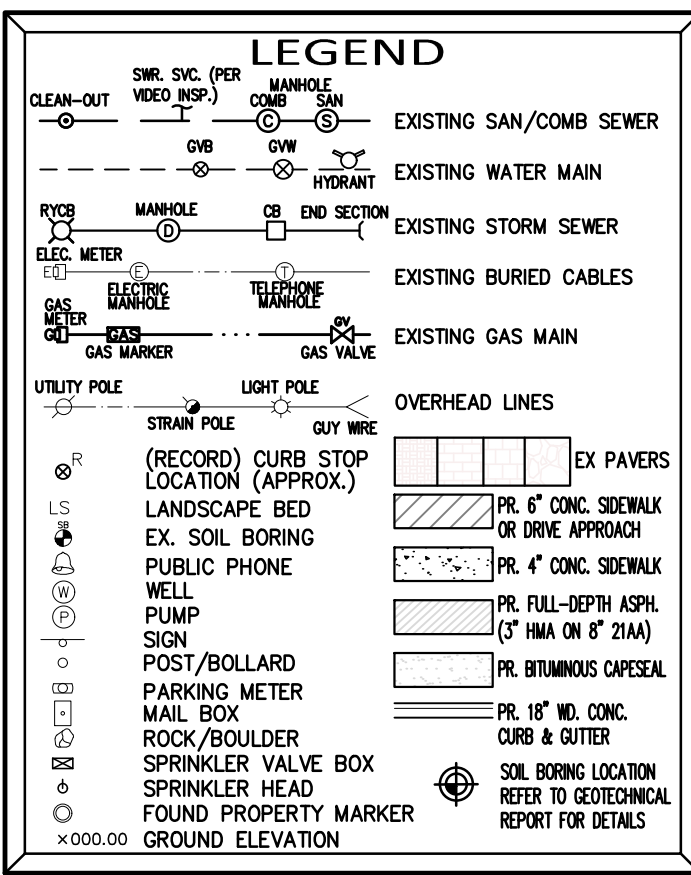
DATE ISSUED/REVISED  
10-25-24 ISSUED SURVEY  
02-12-25 CITY REVIEW  
02-20-25 BIDS  
03-04-25 ADDENDUM 2

DRAWN BY:  
L. Gross  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
P. Tulikangas  
DATE:  
February 20, 2025

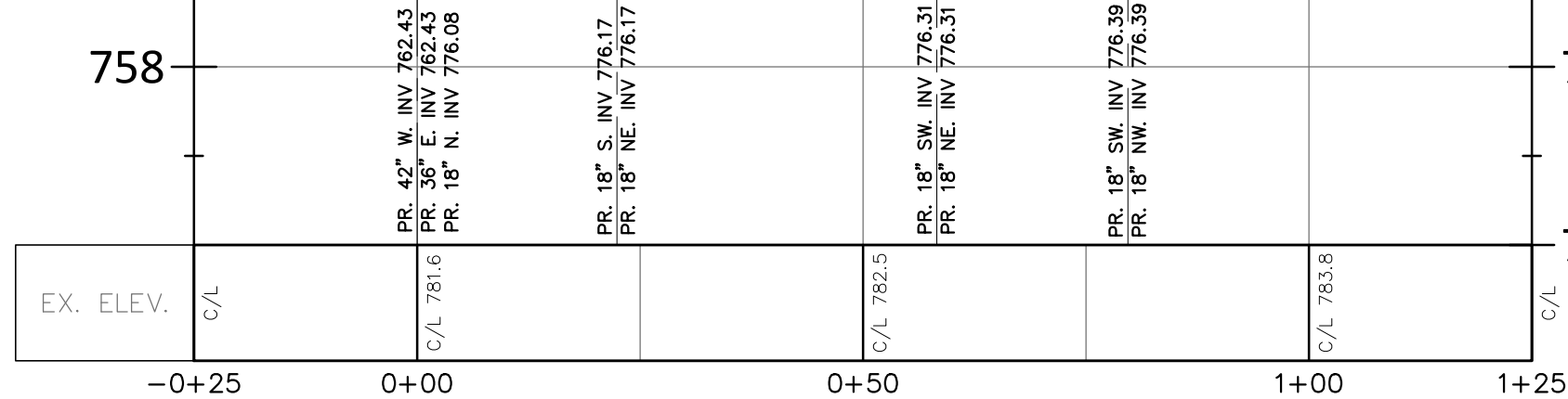
SCALE: 1" = 20' / 1" = 2'  
20 10 0 10 20 30  
NFE JOB NO. SHEET NO.  
**O310 C08**



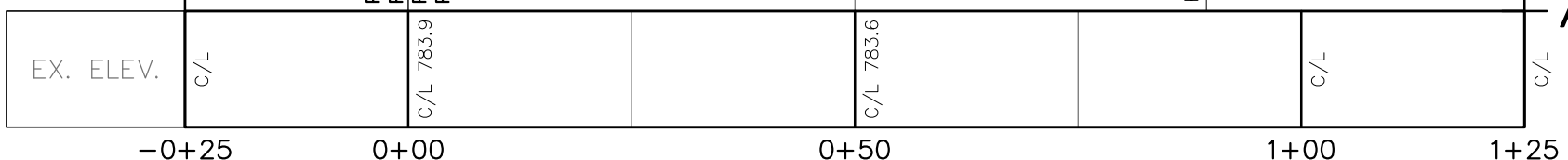
UTILITY NOTE  
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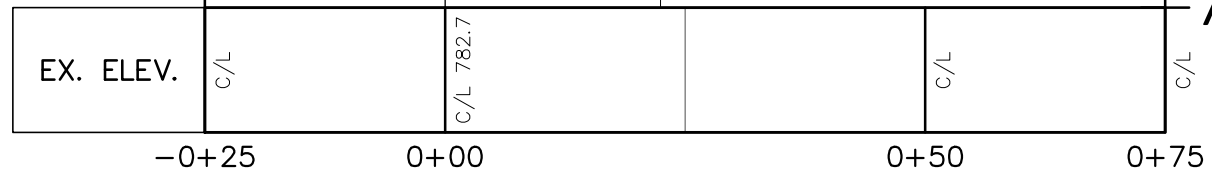




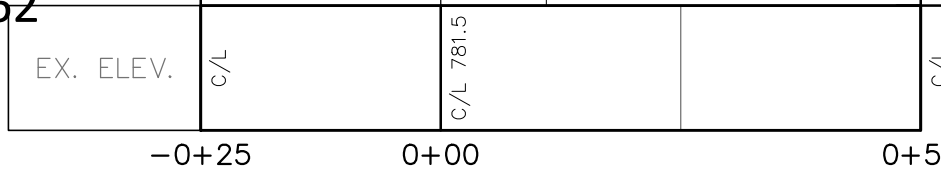
STORM PROFILE STRUCTURES 65-65c



COMBINED PROFILE STRUCTURES 68-68A



## STORM PROFILE STRUCTURES 65A-65e



## COMBINED PROFILE STRUCTURES 67-67A

**NOWAK & FRAUS ENGINEERS**  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257  
[WWW.NOWAKFRAUS.COM](http://WWW.NOWAKFRAUS.COM)

STATE OF MICHIGAN  
PAUL TULIKANGAS  
ENGINEER  
NO.  
057929  
LICENSED PROFESSIONAL ENGINEER

*Paul Tulikangas*

City of Birmingham  
Wimbledon Drive  
Paving Project  
Contract #6-25(W)



**BIRMINGHAM**  
A WALKABLE CITY

The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

Part of the N.E.  $\frac{1}{4}$   
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

Sewer Profiles (2 of 2)

Know what's **below**  
**Call** before you dig.

| DATE     | ISSUED/REVISED |
|----------|----------------|
| 10-25-24 | ISSUED SURVEY  |
| 12-12-25 | CITY REVIEW    |
| 2-20-25  | BIDS           |
| 3-04-25  | ADDENDUM 2     |

DRAWN BY:  
L. Gross

---

DESIGNED BY:  
P. Tulikangas

APPROVED BY:  
P. Tulikangas

DATE: February 20, 2025

SCALE:  $1'' = 20'$  /  $1'' = 2'$

|              |     |
|--------------|-----|
| CONF JOB NO. | SHE |
|--------------|-----|

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THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

[illegible]

---



SEAL



PROJECT  
City of Birmingham  
Wimbledon Drive  
Paving Project  
Contract #6-25(W)

CLIENT

**BIRMINGHAM**  
A WALKABLE CITY  
The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION

Part of the N.E. ¼  
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

SHEET

Utility Service Plan -  
P.O.B. to Sta. 9+00



DATE ISSUED/REVISED

10-25-24 ISSUED SURVEY

02-12-25 CITY REVIEW

02-20-25 BIDS

03-04-25 ADDENDUM 2

DRAWN BY:

L. Gross

DESIGNED BY:

P. Tulikangas

APPROVED BY:

P. Tulikangas

DATE:

February 20, 2025

SCALE: 1" = 20' / 1" = 2'

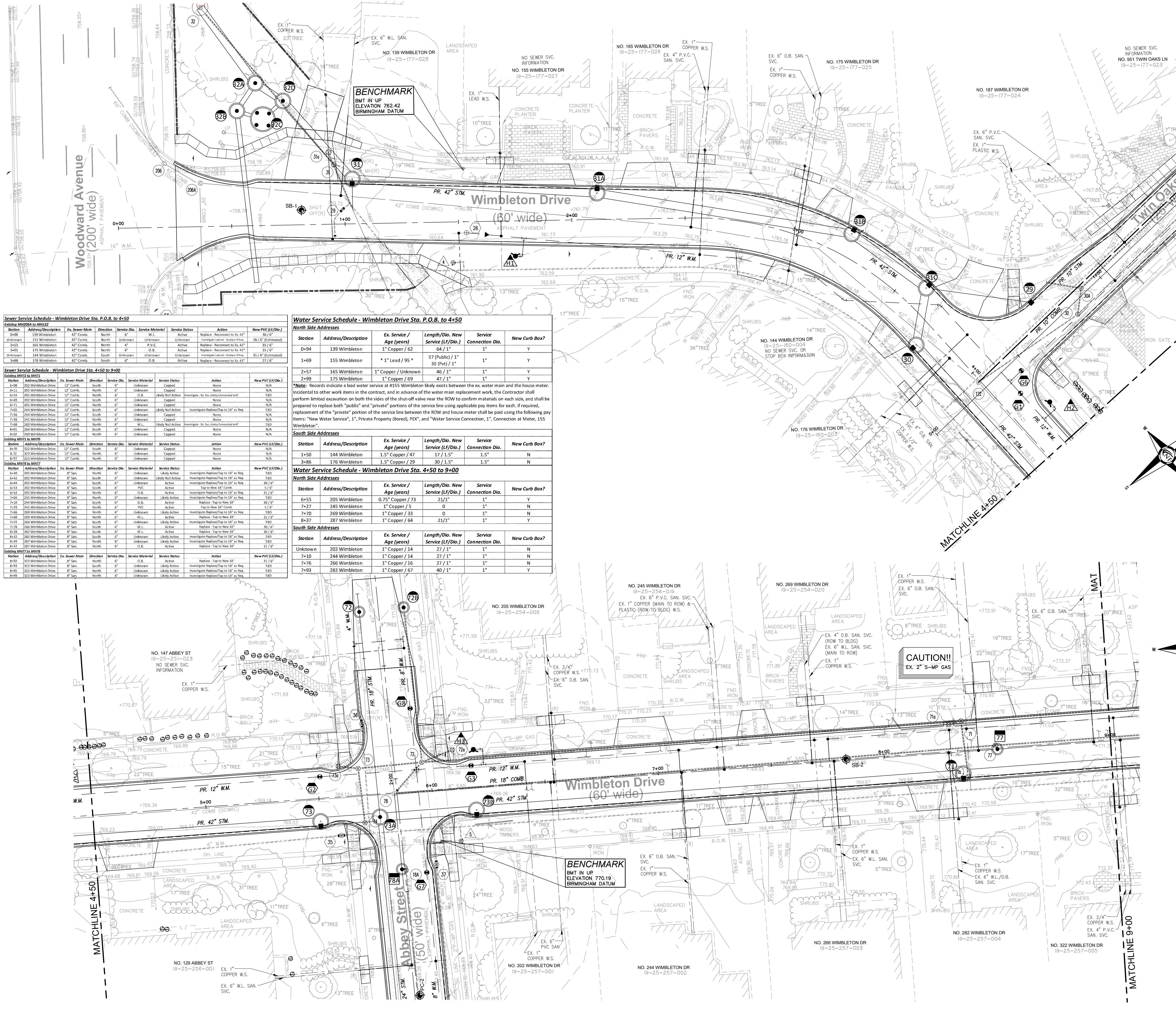
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NFE JOB NO.

0310

SHEET NO.

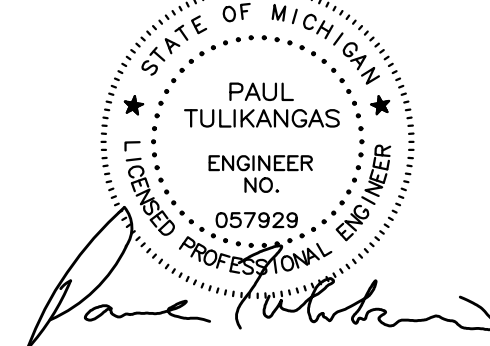
C10



CAUTION!!  
EX. 2\" S-MP GAS



SEAL



PROJECT

City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT



PROJECT LOCATION

Part of the N.E. ¼  
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

SHEET

Utility Service Plan - Sta.  
9+00 to P.O.E.



DATE ISSUED/REVISED

10-25-24 ISSUED SURVEY  
02-12-25 CITY REVIEW  
02-20-25 RIDS  
03-04-25 ADDENDUM 2

DRAWN BY:

L. Gross

DESIGNED BY:

P. Tulikangas

APPROVED BY:

P. Tulikangas

DATE:

February 20, 2025

SCALE: 1" = 20' / 1" = 2'

20 10 0 10 20 30

NFE JOB NO.

0310

SHEET NO.

C11

#### Sewer Service Schedule - Wimbleton Drive Sta. 9+00 to 13+00

| Station | Address/Description | Ex. Sewer Main | Direction | Service Dia. | Service Material | Service Status    | Action                                 | New PVC (L/F/Dia.) |
|---------|---------------------|----------------|-----------|--------------|------------------|-------------------|----------------------------------------|--------------------|
| 9+29    | 340 Wimbleton Drive | 12" Comb.      | South     | 6"           | Unknown          | Capped            | None                                   | N/A                |
| 9+38    | 341 Wimbleton Drive | 12" Comb.      | North     | 6"           | Unknown          | Capped            | None                                   | N/A                |
| 9+57    | 341 Wimbleton Drive | 12" Comb.      | North     | 6"           | O.B.             | Active            | Replace - Tap to New 18"               | 31' / 6"           |
| 9+58    | 340 Wimbleton Drive | 12" Comb.      | South     | 6"           | Unknown          | Likely Not Active | Investigate-Replace/Tap to 18" as Req. | TBD                |
| 9+91    | 340 Wimbleton Drive | 12" Comb.      | South     | 6"           | Unknown          | Capped            | None                                   | N/A                |
| 10+02   | 355 Wimbleton Drive | 12" Comb.      | North     | 6"           | Unknown          | Likely Not Active | Investigate-Replace/Tap to 18" as Req. | TBD                |
| 10+45   | 355 Wimbleton Drive | 12" Comb.      | North     | 6"           | O.B.             | Active            | Replace - Tap to New 18"               | 31' / 6"           |
| 10+47   | 380 Wimbleton Drive | 12" Comb.      | South     | 6"           | Unknown          | Capped            | None                                   | N/A                |

#### Existing MIMZ to MIMZ

| Station | Address/Description | Ex. Sewer Main | Direction | Service Dia. | Service Material | Service Status | Action                                 | New PVC (L/F/Dia.) |
|---------|---------------------|----------------|-----------|--------------|------------------|----------------|----------------------------------------|--------------------|
| 10+72   | 379 Wimbleton Drive | 12" Comb.      | North     | 6"           | Unknown          | Capped         | None                                   | N/A                |
| 10+88   | 379 Wimbleton Drive | 12" Comb.      | North     | 6"           | O.B.             | Active         | Replace - Tap to New 18"               | 31' / 6"           |
| 11+09   | 420 Wimbleton Drive | 12" Comb.      | South     | 6"           | Unknown          | Capped         | None                                   | N/A                |
| 11+23   | 420 Wimbleton Drive | 12" Comb.      | South     | 6"           | Unknown          | Likely Active  | Investigate-Replace/Tap to 18" as Req. | TBD                |
| 11+27   | 421 Wimbleton Drive | 12" Comb.      | North     | 6"           | Unknown          | Capped         | None                                   | N/A                |
| 11+53   | 421 Wimbleton Drive | 12" Comb.      | North     | 6"           | Unknown          | Likely Active  | Investigate-Replace/Tap to 18" as Req. | TBD                |
| 11+57   | 421 Wimbleton Drive | 12" Comb.      | North     | 6"           | Unknown          | Likely Active  | Investigate-Replace/Tap to 18" as Req. | TBD                |
| 11+67   | 444 Wimbleton Drive | 12" Comb.      | South     | 6"           | Unknown          | Capped         | None                                   | N/A                |
| 11+85   | 465 Wimbleton Drive | 12" Comb.      | North     | 6"           | Unknown          | Capped         | None                                   | N/A                |
| 12+28   | 460 Wimbleton Drive | 12" Comb.      | South     | 6"           | Unknown          | Capped         | None                                   | N/A                |
| 12+42   | 465 Wimbleton Drive | 12" Comb.      | North     | 4"           | C.I.             | Active         | Replace - Tap to New 18"               | 31' / 6"           |
| 12+88   | 488 Wimbleton Drive | 12" Comb.      | South     | 6"           | Unknown          | Capped         | None                                   | N/A                |

#### Existing MIMZ to MIMZ

| Station | Address/Description | Ex. Sewer Main | Direction | Service Dia. | Service Material | Service Status | Action                                 | New PVC (L/F/Dia.) |
|---------|---------------------|----------------|-----------|--------------|------------------|----------------|----------------------------------------|--------------------|
| 9+04    | 322 Wimbleton Drive | 8" San.        | South     | 4"           | PVC              | Active         | Replace - Tap to New 18"               | 30' / 6"           |
| 9+51    | 340 Wimbleton Drive | 8" San.        | South     | 6"           | Unknown          | Likely Active  | Investigate-Replace/Tap to 18" as Req. | TBD                |
| 9+85    | 341 Wimbleton Drive | 8" San.        | South     | 6"           | Unknown          | Likely Active  | Investigate-Replace/Tap to 18" as Req. | TBD                |
| 10+11   | 340 Wimbleton Drive | 8" San.        | South     | 6"           | Unknown          | Likely Active  | Investigate-Replace/Tap to 18" as Req. | TBD                |
| 10+31   | 355 Wimbleton Drive | 8" San.        | South     | 6"           | Unknown          | Likely Active  | Investigate-Replace/Tap to 18" as Req. | TBD                |
| 10+73   | 380 Wimbleton Drive | 8" San.        | South     | 6"           | Unknown          | Likely Active  | Investigate-Replace/Tap to 18" as Req. | TBD                |
| 10+79   | 380 Wimbleton Drive | 8" San.        | South     | 6"           | O.B.             | Active         | Replace - Tap to New 18"               | 30' / 6"           |
| 10+79   | 380 Wimbleton Drive | 8" San.        | North     | 6"           | Unknown          | Likely Active  | Investigate-Replace/Tap to 18" as Req. | TBD                |

#### Sewer Service Schedule - Wimbleton Drive Sta. 13+00 to P.O.E.

| Station | Address/Description | Ex. Sewer Main | Direction | Service Dia. | Service Material | Service Status | Action | New PVC (L/F/Dia.) |
|---------|---------------------|----------------|-----------|--------------|------------------|----------------|--------|--------------------|
| 13+35   | 519 Wimbleton Drive | 12" Comb.      | North     | 6"           | Unknown          | Capped         | None   | N/A                |
| 13+78   | 519 Wimbleton Drive | 12" Comb.      | North     | 6"           | Unknown          | Capped         | None   | N/A                |

#### Existing MIMZ to MIMZ

| Station | Address/Description | Ex. Sewer Main | Direction | Service Dia. | Service Material | Service Status | Action                   | New PVC (L/F/Dia.) |
|---------|---------------------|----------------|-----------|--------------|------------------|----------------|--------------------------|--------------------|
| 14+51   | 520 Wimbleton Drive | 12" Comb.      | South     | 4"           | PVC              | Active         | Replace - Tap to New 18" | 30' / 6"           |
| 14+64   | 541 Wimbleton Drive | 12" Comb.      | North     | 6"           | O.B.             | Active         | Replace - Tap to New 18" | 38' / 6"           |

#### Existing MIMZ to MIMZ

| Station | Address/Description | Ex. Sewer Main | Direction | Service Dia. | Service Material | Service Status | Action                                 | New PVC (L/F/Dia.) |
|---------|---------------------|----------------|-----------|--------------|------------------|----------------|----------------------------------------|--------------------|
| 14+04   | 519 Wimbleton Drive | 8" San.        | North     | 6"           | Unknown          | Likely Active  | Investigate-Replace/Tap to 18" as Req. | TBD                |
| 14+75   | 544 Wimbleton Drive | 8" San.        | South     | 6"           | Unknown          | Likely Active  | Investigate-Replace/Tap to 18" as Req. | TBD                |
| 14+76   | 541 Wimbleton Drive | 8" San.        | North     | 6"           | Unknown          | Likely Active  | Investigate-Replace/Tap to 18" as Req. | TBD                |

#### Water Service Schedule - Wimbleton Drive Sta. 9+00 to 13+00

| Station | Address/Description | Ex. Service / Age (years) | Length/Dia. New Service (L/F/Dia.) | Service Connection Dia. | New Curb Box? |
|---------|---------------------|---------------------------|------------------------------------|-------------------------|---------------|
| 9+17    | 323 Wimbleton       | 0.75" Copper / 73         | 21' / 1"                           | 1"                      | Y             |
| 9+49    | 341 Wimbleton       | 0.75" Copper / 75         | 21' / 1"                           | 1"                      | Y             |
| 10+43   | 355 Wimbleton       | 0.75" Copper / 69         | 21' / 1"                           | 1"                      | Y             |
| 10+86   | 379 Wimbleton       | 1" Copper / 63            | 21' / 1"                           | 1"                      | Y             |
| 11+53   | 421 Wimbleton       | 1" Copper / 5             | 0                                  | 1"                      | N             |
| 12+25   | 463 Wimbleton       | 1" Copper / 13            | 0                                  | 1"                      | N             |

#### South Side Addresses

| Station | Address/Description | Ex. Service / Age (years) | Length/Dia. New Service (L/F/Dia.) | Service Connection Dia. | New Curb Box? |
|---------|---------------------|---------------------------|------------------------------------|-------------------------|---------------|
| 9+02    | 322 Wimbleton       | 0.75" Copper / 72         | 40' / 1"                           | 1"                      | Y             |
| 9+59    | 340 Wimbleton       | 1" Copper / 16            | 28' / 1"                           | 1"                      | N             |
| 10+64   | 380 Wimbleton       | 0.75" Copper / 67         | 40' / 1"                           | 1"                      | Y             |
| 11+27   | 420 Wimbleton       | 1.5" Copper / 24          | 28' / 1.5"                         | 1.5"                    | N             |
| 11+96   | 444 Wimbleton       | 1" Copper / 38            | 28' / 1"                           | 1"                      | N             |
| 12+69   | 460 Wimbleton       | 1" Copper / 4             | 28' / 1"                           | 1"                      | N             |
| 13+00   | 488 Wimbleton       | 0.75" Copper / 72         | 40' / 1"                           | 1"                      | Y             |

#### Water Service Schedule - Wimbleton Drive Sta. 13+00 to P.O.E.

| Station | Address/Description | Ex. Service / Age (years) | Length/Dia. New Service (L/F/Dia.) | Service Connection Dia. | New Curb Box? |
|---------|---------------------|---------------------------|------------------------------------|-------------------------|---------------|
| 14+04   | 519 Wimbleton       | 1" Copper / 3             | 0                                  | 1"                      | N             |
| 14+59   | 541 Wimbleton       | 0.75" Copper / 46         | 27' / 1"                           | 1"                      | Y             |

#### South Side Addresses

| Station | Address/Description | Ex. Service / Age (years) | Length/Dia. New Service (L/F/Dia.) | Service Connection Dia. | New Curb Box? |
|---------|---------------------|---------------------------|------------------------------------|-------------------------|---------------|
| 14+51   | 520 Wimbleton       | 1" Copper / 69            | 40' / 1"                           | 1"                      | Y             |

#### UTILITY NOTE

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#### WATER SERVICE LEGEND

EX. WATER SERVICE (SHOWN PER RECORD, SIZE & MATERIAL VARIES - SEE SCHEDULE)  
R.O.W. (TYP.)  
EX. STOP-BOX NEAR R.O.W. LIMITS (SHOWN PER RECORD (R))

EX. OR PR. WATER MAIN  
WATER SERVICE CONNECTION AT MAIN  
INSTALL WATER SERVICE (1" MIN. DIA. WITHIN PUBLIC R.O.W. - SEE SCHEDULE)  
INSTALL REPLACEMENT CURB STOP & BOX (WHERE REQ.) FOR NEW WATER SERVICE & RE-CONNECT EX. LINE

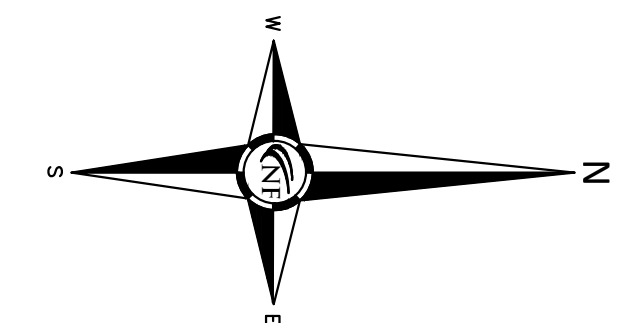
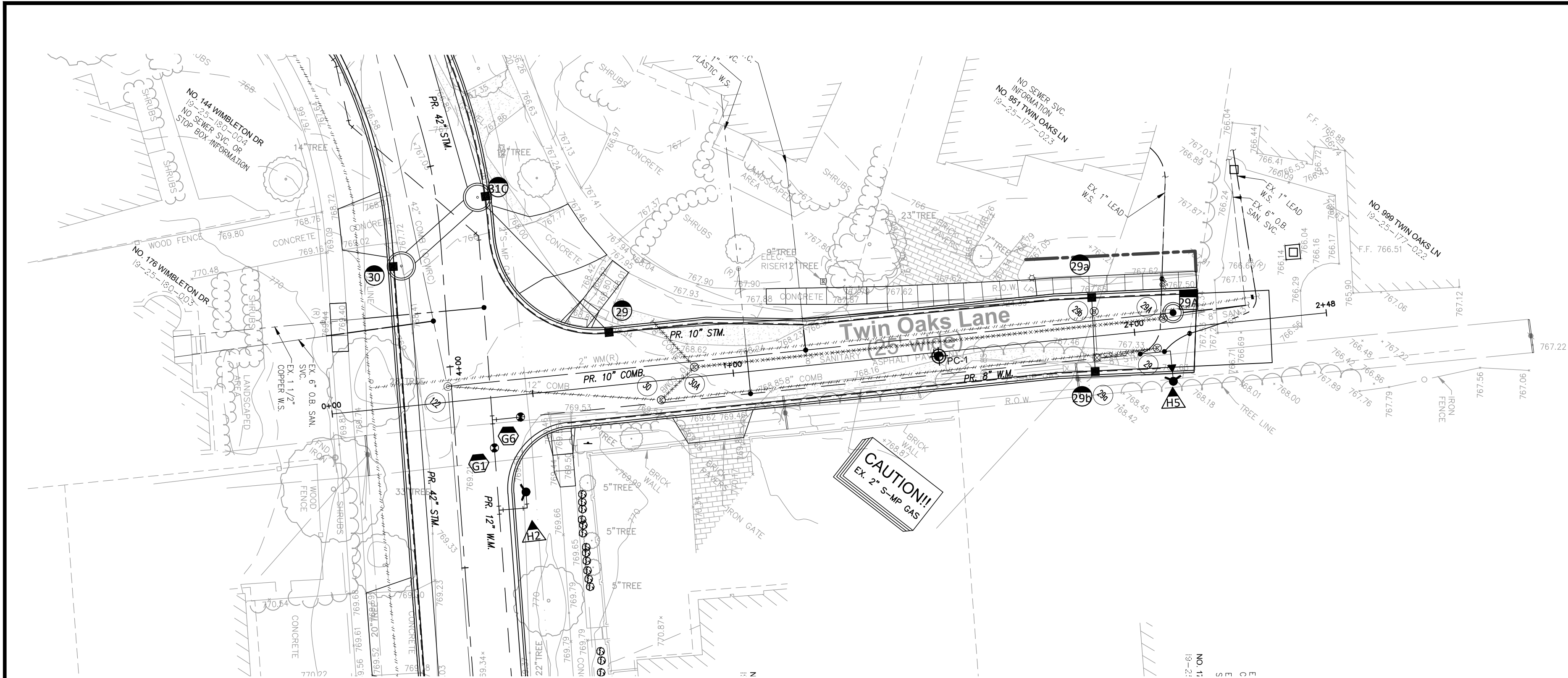
#### SANITARY SERVICE LEGEND

EX. SANITARY SERVICE (PER RECORD-"ACTIVE")  
EX. OR PR. SEWER MAIN

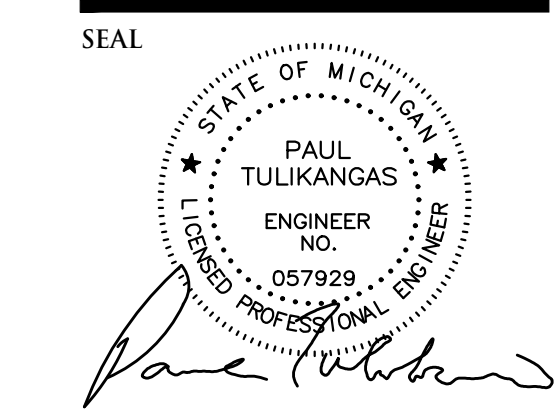
PR. SANITARY SERVICE TAP AT MAIN OR CONNECTION TO EX. MAIN (SEE SCHEDULE)  
INSTALL PR. SANITARY SERVICE REPLACEMENT USING MIN. 6" DIA. PVC SDR 23.5 PIPE WITHIN PUBLIC R.O.W. (OR PER SCHEDULE) & RE-CONNECT AT R.O.W.  
R.O.W. (TYP.)

EX. SANITARY SERVICE TAP AT MAIN (PER VIDEO INSPECTION)  
• "LIKELY ACTIVE" OR  
• "NOT ACTIVE-CAPPED"  
COORDINATE W/ CITY TO PERFORM FIELD INVESTIGATION (PER "EACH PAY ITEM") AS REQUIRED TO CONFIRM "LIKELY ACTIVE" CONNECTIONS ARE ACTIVE. IF ACTIVE, REVIEW PIPE MATERIAL TO DETERMINE EXTENT OF REPLACEMENT REQUIRED AND CONNECTION REQUIREMENTS AT SEWER MAIN.





NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257  
WWW.NOWAKFRAUS.COM



PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT  
  
The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Utility Service Plan - Twin  
Oaks Lane & Abbey Street



DATE ISSUED/REVISED  
10-25-24 ISSUED SURVEY  
02-12-25 CITY REVIEW  
02-20-25 BIDS  
03-04-25 ADDENDUM 2

DRAWN BY:  
L. Gross  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
P. Tulikangas  
DATE:  
February 20, 2025  
SCALE: 1" = 20' / 1" = 2'  
NFE JOB NO. 0310 SHEET NO. C12

| Sewer Service Schedule - Twin Oaks Lane Sta. P.O.B. to P.O.E. |                     |                |           |              |                  |                |                                         |
|---------------------------------------------------------------|---------------------|----------------|-----------|--------------|------------------|----------------|-----------------------------------------|
| Station                                                       | Address/Description | Ex. Sewer Main | Direction | Service Dia. | Service Material | Service Status | Action                                  |
| 1+18                                                          | 187 Wimbleton       | 8" San.        | West      | 6"           | P.V.C.           | Active         | Tap new 10" Comb.                       |
| Unknown                                                       | 991 Twin Oaks       | Unknown        | West      | Unknown      | O.B.             | Active         | Investigate Lateral - Tap new 10" Comb. |
| 2+28                                                          | 999 Twin Oaks       | 8" San.        | West      | 6"           | O.B.             | Active         | Investigate Lateral - Tap new 10" Comb. |

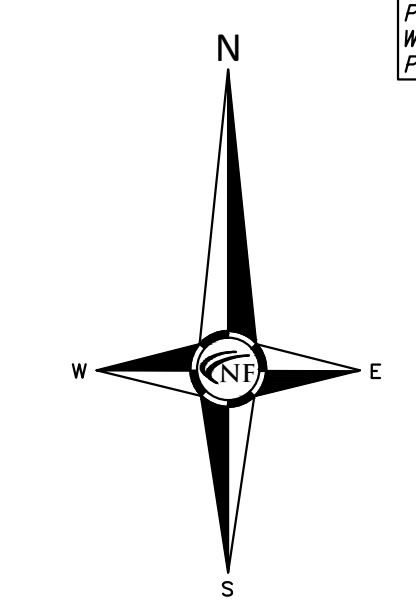
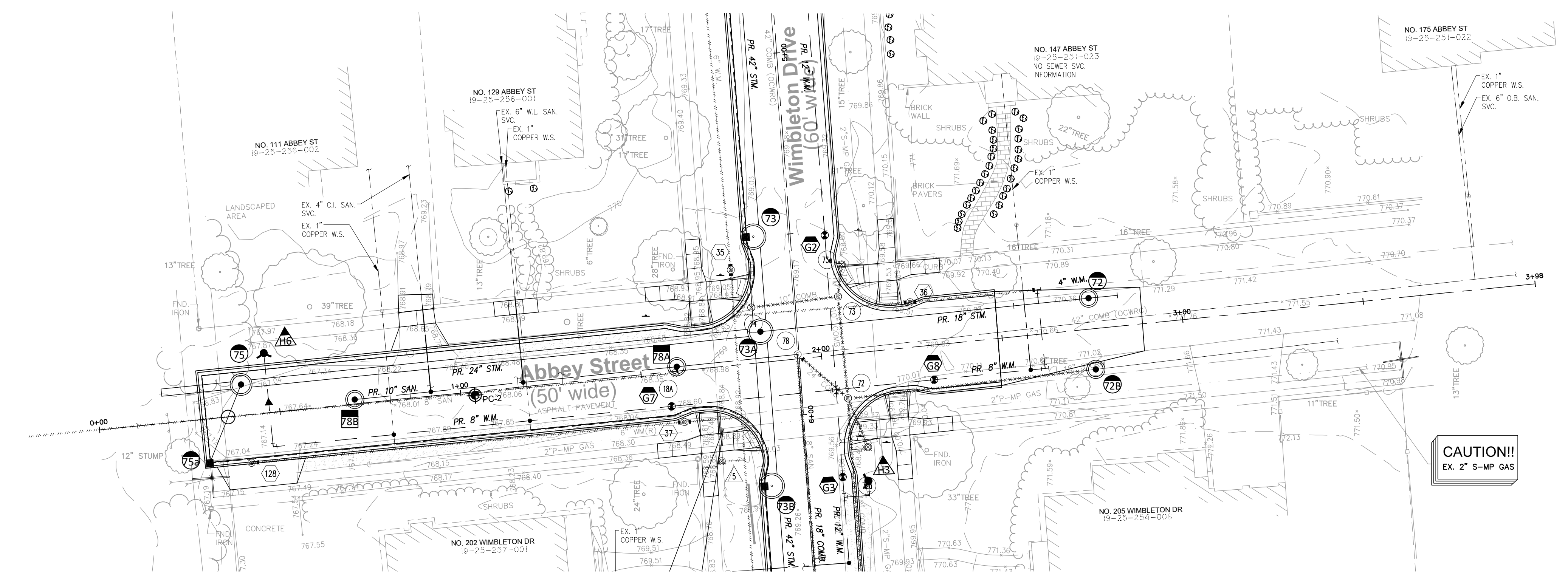
| Sewer Service Schedule - Abbey Street Sta. P.O.B. to P.O.E. |                     |                |           |              |                  |                |                          |
|-------------------------------------------------------------|---------------------|----------------|-----------|--------------|------------------|----------------|--------------------------|
| Station                                                     | Address/Description | Ex. Sewer Main | Direction | Service Dia. | Service Material | Service Status | Action                   |
| 0+92                                                        | 111 Abbey           | 8" San.        | West      | 4"           | P.V.C.           | Active         | Replace - Tap to New 10" |
| 1+18                                                        | 129 Abbey           | 8" San.        | West      | 6"           | W.L.             | Active         | Replace - Tap to New 10" |

| Utility Service Schedule - Abbey Street |                     |                |           |              |                  |                |                                       |
|-----------------------------------------|---------------------|----------------|-----------|--------------|------------------|----------------|---------------------------------------|
| Station                                 | Address/Description | Ex. Sewer Main | Direction | Service Dia. | Service Material | Service Status | Action                                |
| Unknown                                 | 147 Abbey           | 42" Comb.      | West      | Unknown      | Unknown          | Unknown        | Investigate Lateral - Replace 1" Res. |

| Water Service Schedule - Twin Oaks Lane Sta. P.O.B. to P.O.E. |                     |                           |                                    |                         |               |
|---------------------------------------------------------------|---------------------|---------------------------|------------------------------------|-------------------------|---------------|
| Station                                                       | Address/Description | Ex. Service / Age (years) | Length/Dia. New Service (L/D/Dia.) | Service Connection Dia. | New Curb Box? |
| 1+04                                                          | 187 Wimbleton       | 3" PEX / 6                | 11' / 1" (PEX)                     | 1"                      | N             |
| 2+06                                                          | 951 Twin Oaks       | * 1" Lead / 77 *          | 21' (Public) / 1" 40' (Priv) / 1"  | 1"                      | Y             |
| 2+08                                                          | 999 Twin Oaks       | * 1" Lead / 70 *          | 8' (Public) / 1" 65' (Priv) / 1"   | 1"                      | Y             |

\*Note: Records indicate that lead water services at #951 & #999 Twin Oaks Lane likely exist between the ex. water main and the house meter. Incidental to other work items in the contract, and in advance of the water main replacement work, the Contractor shall perform limited excavation on both the sides of the shut-off valve near the ROW to confirm materials on each side, and shall be prepared to replace both "public" and "private" portions of the service line using applicable pay items for each. If required, replacement of the "private" portion of the service line between the ROW and house meter shall be paid using the following pay items: "New Water Service", "1" Private Property (Bored), PEX", and "Water Service Connection, 1", Connection at Meter, 951 (or 999) Twin Oaks".

| Water Service Schedule - Abbey Street Sta. P.O.B. to P.O.E. |                     |                           |                                    |                         |               |
|-------------------------------------------------------------|---------------------|---------------------------|------------------------------------|-------------------------|---------------|
| Station                                                     | Address/Description | Ex. Service / Age (years) | Length/Dia. New Service (L/D/Dia.) | Service Connection Dia. | New Curb Box? |
| 0+81                                                        | 111 Abbey           | 1" Copper / 4             | 0                                  | 1"                      | N             |
| 1+69                                                        | 129 Abbey           | 1" Copper / 57            | 0                                  | 1"                      | N             |
| 2+57                                                        | 147 Abbey           | 1" Copper / 45            | 46' / 1"                           | 1"                      | Y             |



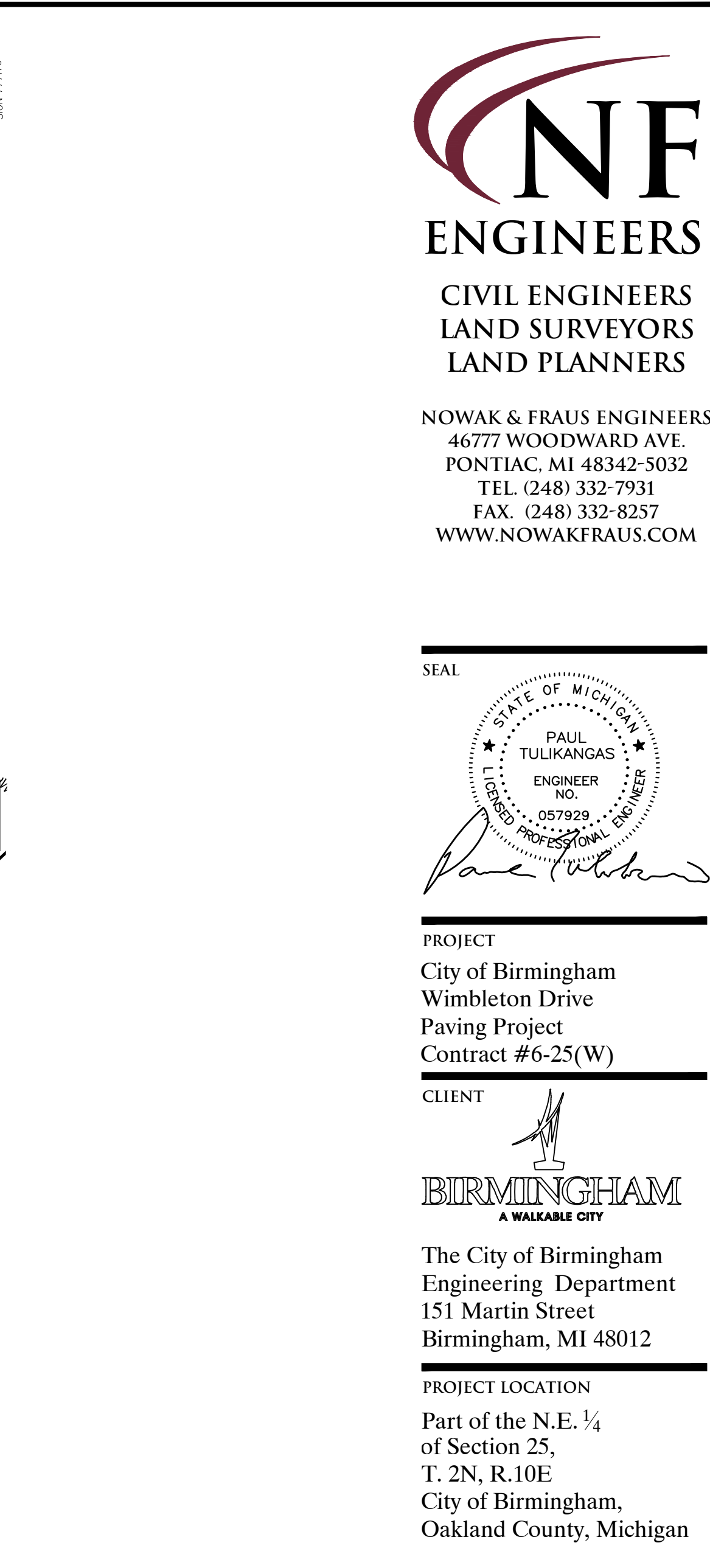
**SANITARY SERVICE NOTE:**  
EXISTING SEWER SERVICES FOR 111 & 129 ABBEY STREET SHALL BE FIELD VERIFIED TO CONFIRM LOCATION AND ELEVATION PRIOR TO PERFORMING MAIN LINE SEWER WORK IN THE AREA. VERIFICATION WILL BE INCIDENTAL & WILL NOT BE INCLUDED AS AN ADDITIONAL PAY ITEM.

**UTILITY NOTE**  
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

**WATER SERVICE LEGEND**  
EX. WATER SERVICE (SHOWN PER RECORD, SIZE & MATERIAL VARIES - SEE SCHEDULE)  
R.O.W. (TYP.)  
EX. STOP-BOX NEAR R.O.W. LIMITS (SHOWN PER RECORD (R))  
EX. OR PR. WATER MAIN  
WATER SERVICE CONNECTION AT MAIN  
INSTALL WATER SERVICE (1" MIN. DIA. WITHIN PUBLIC R.O.W. - SEE SCHEDULE)  
INSTALL REPLACEMENT CURB STOP & BOX (WHERE REQ.) FOR NEW WATER SERVICE & RE-CONNECT EX. LINE

**SANITARY SERVICE LEGEND**  
EX. SANITARY SERVICE (PER RECORD-"ACTIVE")  
EX. OR PR. SEWER MAIN  
PR. SANITARY SERVICE TAP AT NEW MAIN OR CONNECTION TO EX. MAIN (SEE SCHEDULE)  
INSTALL PR. SANITARY SERVICE REPLACEMENT USING MIN. 6" DIA. PVC SDR 23.5 PIPE WITHIN PUBLIC R.O.W. (OR PER SCHEDULE) & RE-CONNECT AT R.O.W.  
R.O.W. (TYP.)  
EX. SANITARY SERVICE TAP AT MAIN (PER VIDEO INSPECTION)  
• "LIKELY ACTIVE" OR  
• "NOT ACTIVE-CAPPED"  
COORDINATE W/ CITY TO PERFORM FIELD INVESTIGATION (PER "EACH" PAY ITEM) AS REQUIRED TO CONFIRM "LIKELY ACTIVE" CONNECTIONS ARE ACTIVE. IF ACTIVE, REVIEW PIPE MATERIAL TO DETERMINE EXTENT OF REPLACEMENT REQUIRED AND CONNECTION REQUIREMENTS AT SEWER MAIN.







SEAL



PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT  
**BIRMINGHAM**  
A WALKABLE CITY  
The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

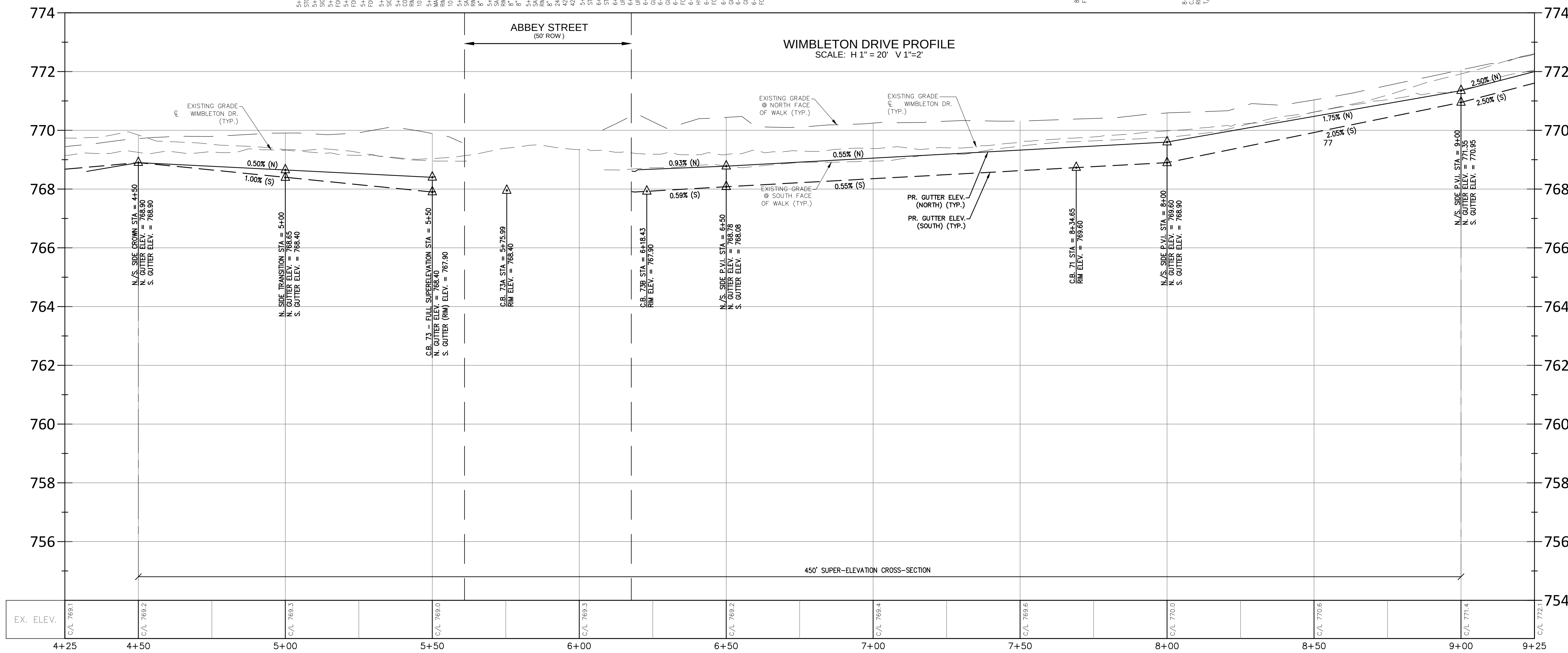
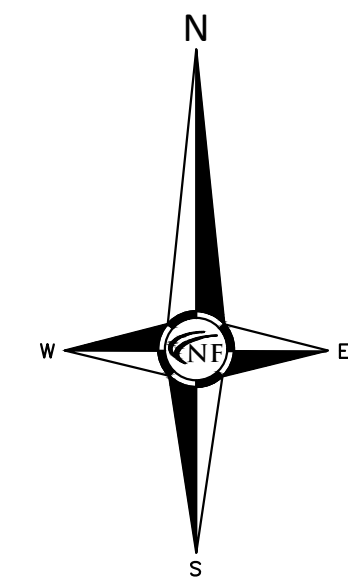
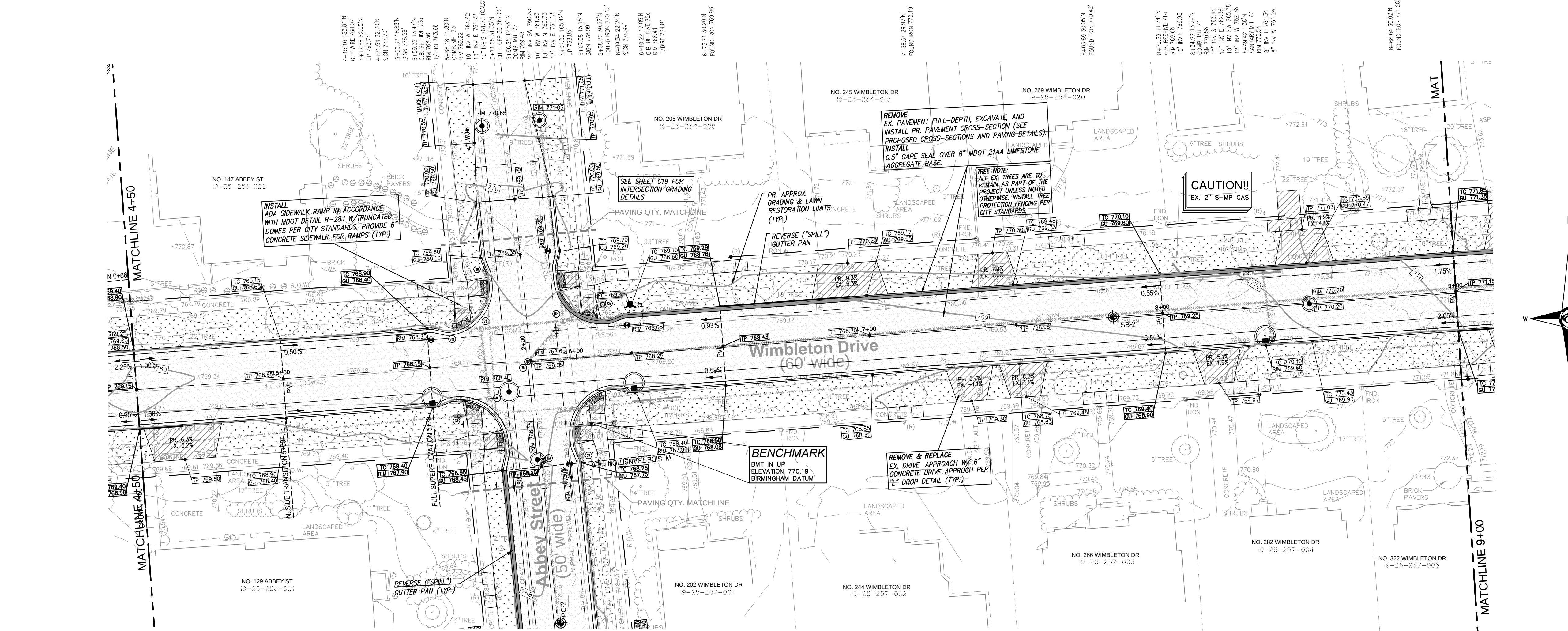
SHEET  
Paving and Grading -  
Wimbleton - Sta. 4+50 to  
Sta. 9+00



DATE ISSUED/REVISED  
10-25-24 ISSUED SURVEY  
02-12-25 CITY REVIEW  
02-20-25 BIDS  
03-04-25 ADDENDUM 2

DRAWN BY:  
L. Gross  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
P. Tulikangas  
DATE:  
February 20, 2024

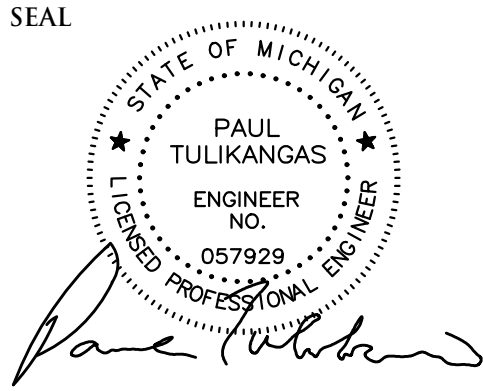
SCALE: 1" = 20' / 1" = 2'  
NFE JOB NO. SHEET NO.  
**0310 C14**



| Driveway Schedule |                   |                   |                      |                  |
|-------------------|-------------------|-------------------|----------------------|------------------|
| Address           | Width @ Walk (ft) | Width @ Curb (ft) | Length of Apron (ft) | Curb Height (in) |
| 245 Wimbleton     | 19.9              | 25.9              | 11.4                 | 29.0             |
| 269 Wimbleton     | 10.0              | 16.0              | 11.2                 | 16.2             |
| 287 Wimbleton     | 13.9              | 19.9              | 11.4                 | 29.6             |
| 129 Abbey         | 20.5              | 26.5              | 11.4                 | 29.8             |
| 224 Abbey         | 10.0              | 16.0              | 11.4                 | 16.5             |
| 266 Wimbleton     | 10.2              | 16.2              | 11.4                 | 16.8             |
| 282 Wimbleton     | 10.0              | 16.0              | 11.6                 | 16.8             |

| LEGEND |                                       |
|--------|---------------------------------------|
|        | CLEAN-OUT                             |
|        | MANHOLE                               |
|        | EXISTING SAN/COMB SEWER               |
|        | EXISTING WATER MAIN                   |
|        | EXISTING STORM SEWER                  |
|        | EXISTING BURIED CABLES                |
|        | EXISTING GAS MAIN                     |
|        | OVERHEAD LINES                        |
|        | (RECORD) CURB STOP LOCATION (APPROX.) |
|        | LANDSCAPE BED                         |
|        | PUBLIC PHONE                          |
|        | WELL                                  |
|        | SIGN POST/BOLLARD                     |
|        | PARKING METER                         |
|        | MAIL BOX                              |
|        | ROCK/BOULDER                          |
|        | SPRINKLER VALVE BOX                   |
|        | SPRINKLER HEAD                        |
|        | FOUND PROPERTY MARKER                 |
|        | GROUND ELEVATION                      |
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PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT  
The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R. 10E  
City of Birmingham,  
Oakland County, Michigan

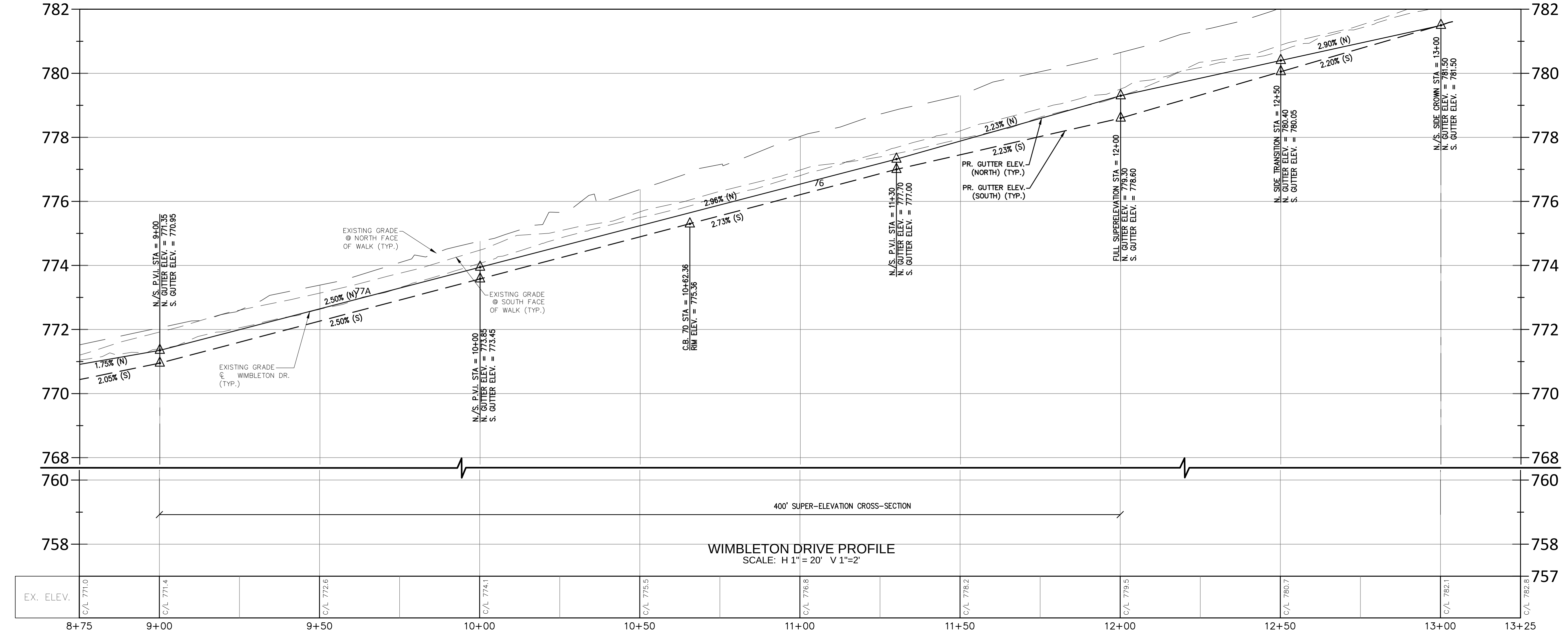
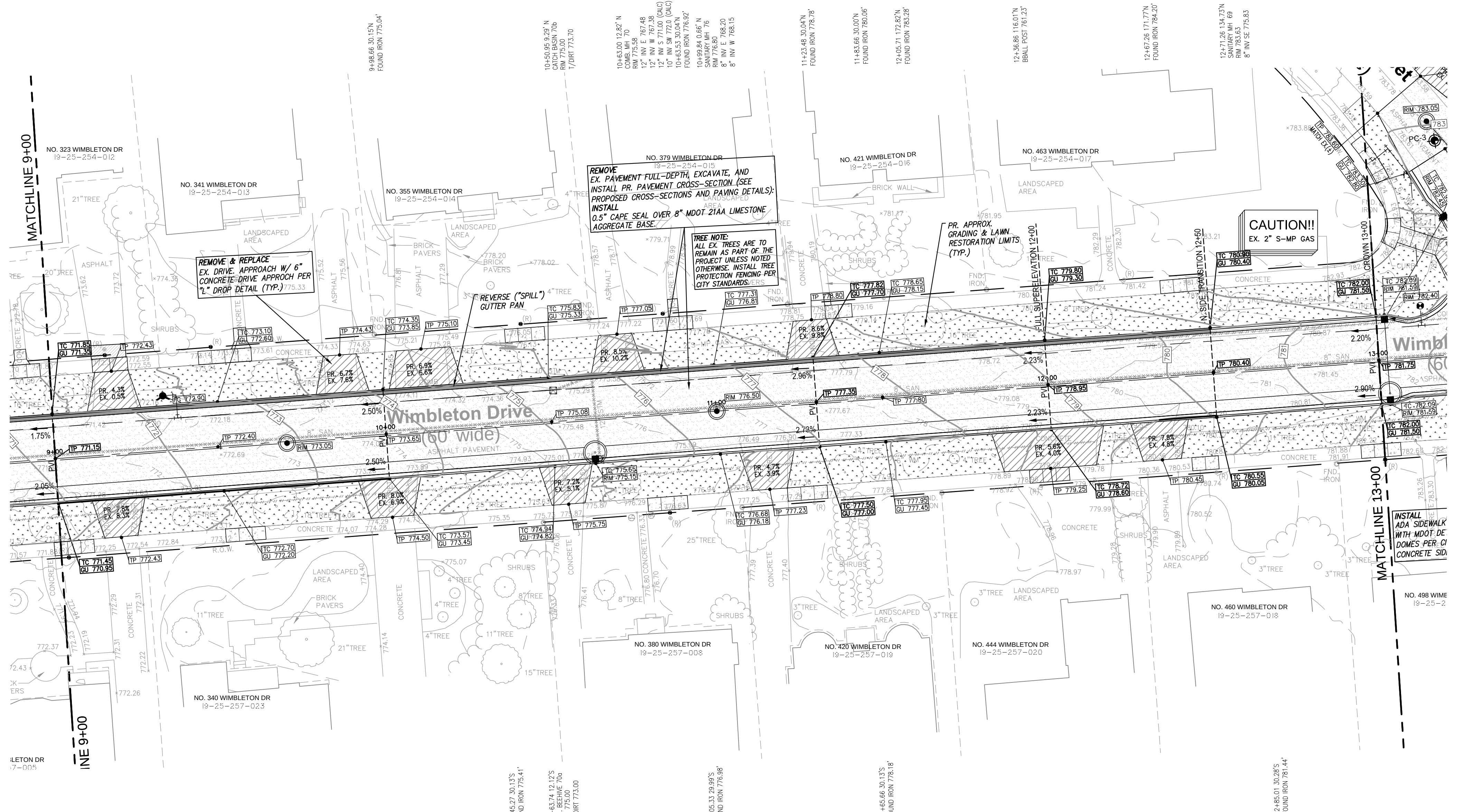
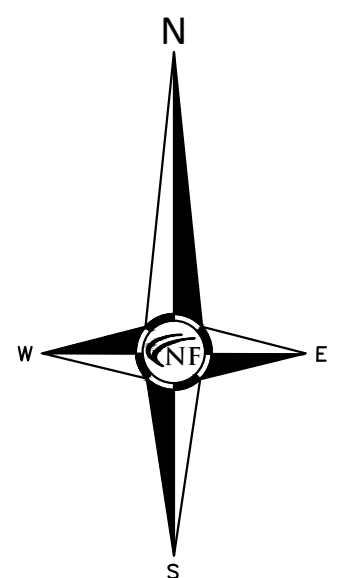
SHEET  
Paving and Grading -  
Wimbleton - Sta. 9+00 to  
Sta. 13+00



| DATE     | ISSUED/REVISED |
|----------|----------------|
| 10-25-24 | ISSUED SURVEY  |
| 02-12-25 | CITY REVIEW    |
| 02-20-25 | BIDS           |
| 03-04-25 | ADDENDUM 2     |

DRAWN BY:  
L. Gross  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
P. Tulikangas  
DATE:  
February 20, 2024

SCALE: 1" = 20' / 1" = 2'  
NFE JOB NO. 0310  
SHEET NO. C15



| Driveway Schedule |                   |                   |                      |           |                  |
|-------------------|-------------------|-------------------|----------------------|-----------|------------------|
| Address           | Width @ Walk (ft) | Width @ Curb (ft) | Length of Apron (ft) | Area (sq) | Curb Height (in) |
| 323 Wimbleton     | 10.1              | 16.1              | 11.5                 | 16.8      | 1.5              |
| 341 Wimbleton     | 10.0              | 16.0              | 11.3                 | 16.3      | 1.5              |
| 385 Wimbleton     | 16.3              | 22.3              | 11.3                 | 24.2      | 1.5              |
| 379 Wimbleton     | 10.0              | 16.0              | 11.3                 | 16.3      | 1.5              |
| 421 Wimbleton     | 10.0              | 16.0              | 11.3                 | 16.3      | 1.5              |
| 322 Wimbleton     | 10.0              | 16.0              | 11.5                 | 16.5      | 1.5              |
| 340 Wimbleton     | 12.9              | 18.9              | 11.5                 | 20.3      | 1.5              |
| 360 Wimbleton     | 10.0              | 16.0              | 11.7                 | 16.8      | 1.5              |
| 420 Wimbleton     | 10.5              | 16.5              | 11.7                 | 17.5      | 1.5              |
| 444 Wimbleton     | 27.8              | 33.8              | 11.7                 | 40.0      | 1.5              |
| 460 Wimbleton     | 11.5              | 17.5              | 11.6                 | 18.6      | 1.5              |

**LEGEND**

CLEAN-OUT  
SINK, SUC. (PER VIDEO INSPECTION)  
MANHOLE  
EXISTING SAN/COMB SEWER  
EXISTING WATER MAIN  
EXISTING STORM SEWER  
EXISTING BURIED CABLES  
EXISTING GAS MAIN  
OVERHEAD LINES  
EX. PAVERS  
PR. 6" CONC. SIDEWALK OR DRIVE APPROACH  
PR. 4" CONC. SIDEWALK  
PR. FULL-DEPTH ASPH. (3" HMA ON 8" 21AA)  
PR. BITUMINOUS CAPESEAL  
PR. 18" NO. CONC. CURB & GUTTER  
SOL BORING LOCATION REFER TO GEOLOGICAL REPORT FOR DETAILS

TC 600.00 PR. TOP OF CURB ELEVATION  
GU 600.00 PR. GUTTER ELEVATION  
TW 600.00 PR. TOP OF WALK ELEVATION  
TP 600.00 PR. TOP OF PWT. ELEVATION  
FG 600.00 FINISH GRADE ELEVATION  
WT 600.00 WB 600.00 WALL TOP/BOTTOM ELEVATION



SEAL



PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT

**BIRMINGHAM**  
A WALKABLE CITY  
The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION

Part of the N.E. ¼  
of Section 25,  
T. 2N, R. 10E  
City of Birmingham,  
Oakland County, Michigan

SHEET

Paving and Grading -  
Wimbleton - Sta. 13+00 to  
P.O.E.



DATE ISSUED/REVISED

10-25-24 ISSUED SURVEY  
02-12-25 CITY REVIEW  
02-20-25 BIDS  
03-04-25 ADDENDUM 2

DRAWN BY:  
L. Gross

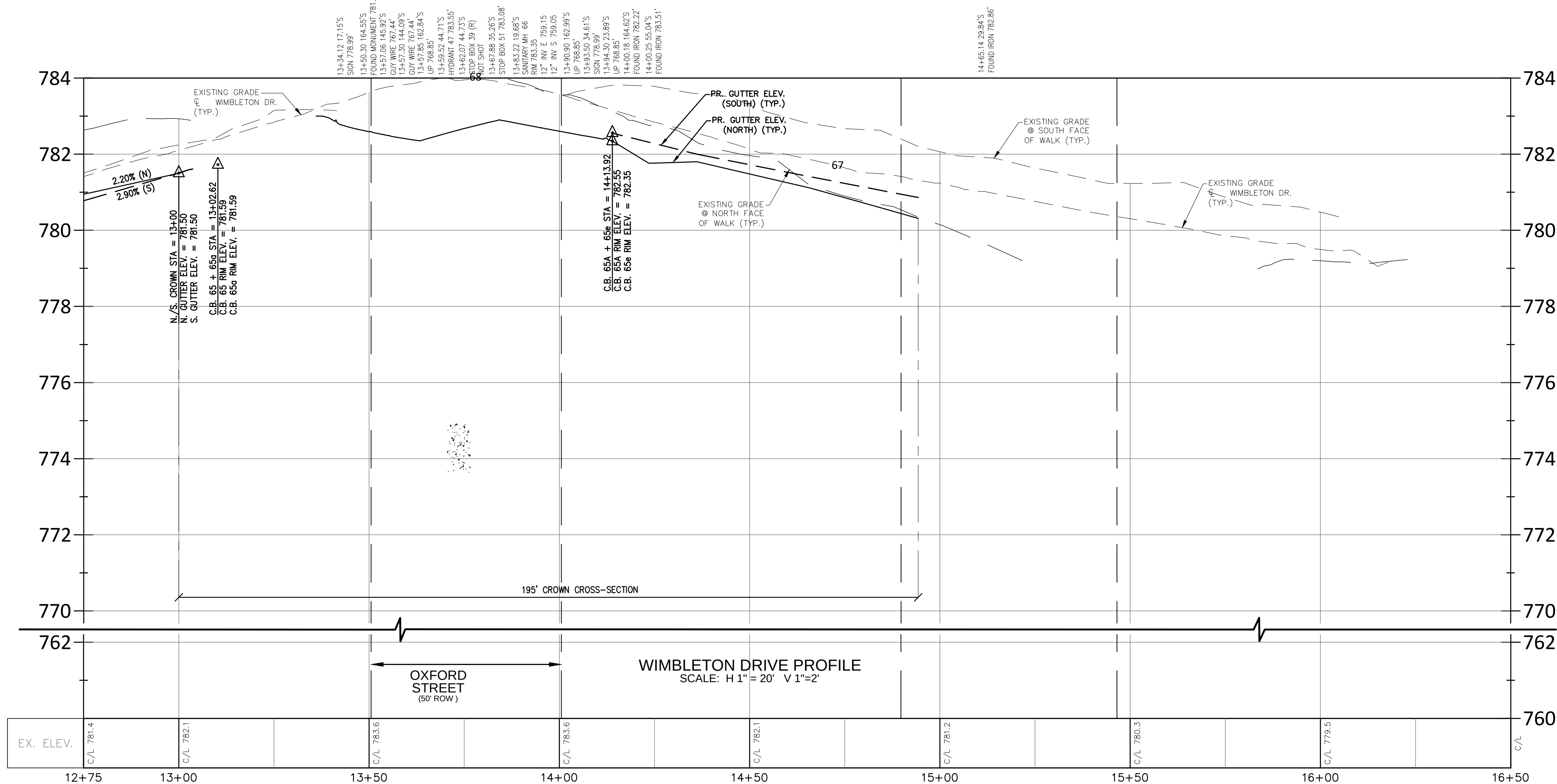
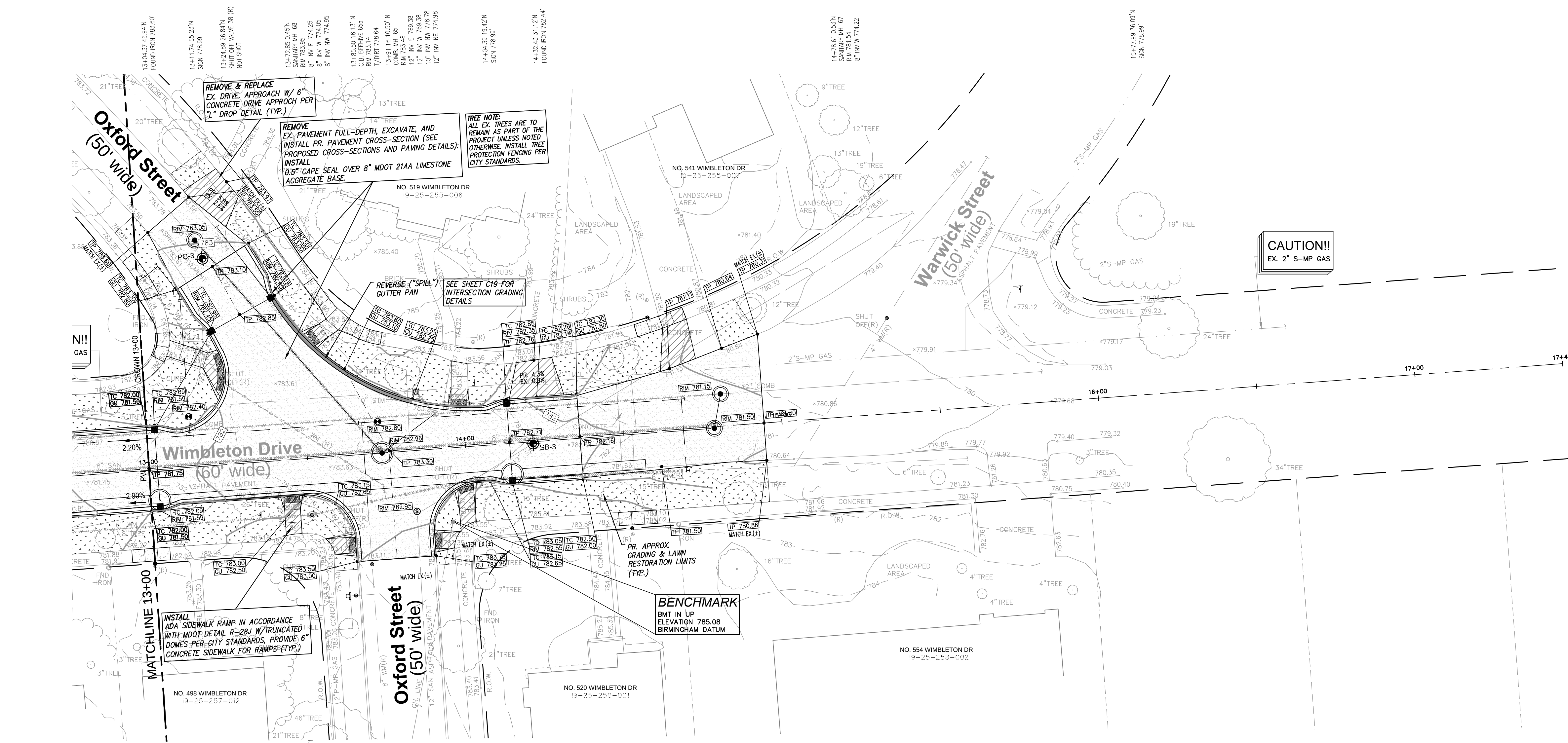
DESIGNED BY:  
P. Tulikangas

APPROVED BY:  
P. Tulikangas

DATE:  
February 20, 2024

SCALE: 1" = 20' / 1" = 2'

NFE JOB NO. SHEET NO.  
**0310 C16**



| Driveway Schedule |                   |                   |                      |           |                  |
|-------------------|-------------------|-------------------|----------------------|-----------|------------------|
| Address           | Width @ Walk (ft) | Width @ Curb (ft) | Length of Apron (ft) | Area (sq) | Curb Height (in) |
| 950 Oxford        | 11.3              | 17.8              | 11.1                 | 17.9      | 1.5              |
| 519 Wimbleton     | 11.3              | 17.3              | 11.6                 | 18.5      | 1.5              |
| 541 Wimbleton     | 8.0               | 11.8              | 12.7                 | 13.9      | 1.5              |

# LEGEND

|  |                                       |  |                       |  |                  |  |                         |
|--|---------------------------------------|--|-----------------------|--|------------------|--|-------------------------|
|  | CLEAN-OUT                             |  | SEWER BOREHOLE        |  | MANHOLE          |  | EXISTING SAN/COMB SEWER |
|  |                                       |  |                       |  |                  |  | EXISTING WATER MAIN     |
|  |                                       |  |                       |  |                  |  | EXISTING STORM SEWER    |
|  |                                       |  |                       |  |                  |  | EXISTING BURIED CABLES  |
|  |                                       |  |                       |  |                  |  | EXISTING GAS MAIN       |
|  | UTILITY POLE                          |  | LIGHT POLE            |  | CITY WELL        |  | OVERHEAD LINES          |
|  | (RECORD) CURB STOP LOCATION (APPROX.) |  | LANDSCAPE BED         |  | EX. SOIL BORING  |  | PUBLIC PHONE            |
|  | WELL                                  |  | PUMP                  |  | SIGN             |  | POST/BOLLARD            |
|  | PARKING METER                         |  | MAIL BOX              |  | ROCK/BOULDER     |  | SPRINKLER VALVE BOX     |
|  | SPRINKLER HEAD                        |  | FOUND PROPERTY MARKER |  | GROUND ELEVATION |  | EX. PAVERS              |
|  |                                       |  |                       |  |                  |  |                         |
|  |                                       |  |                       |  |                  |  |                         |

× 0.0000

TC 600.00

PR. TOP OF CURB ELEVATION

GU 600.00

PR. GUTTER ELEVATION

TW 600.00

PR. TOP OF WALK ELEVATION

TP 600.00

PR. TOP OF P.V.M.T. ELEVATION

FG 600.00

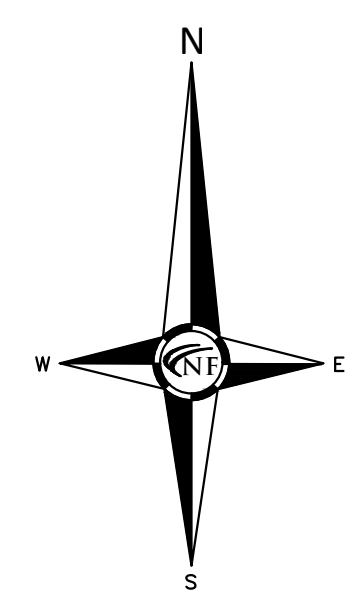
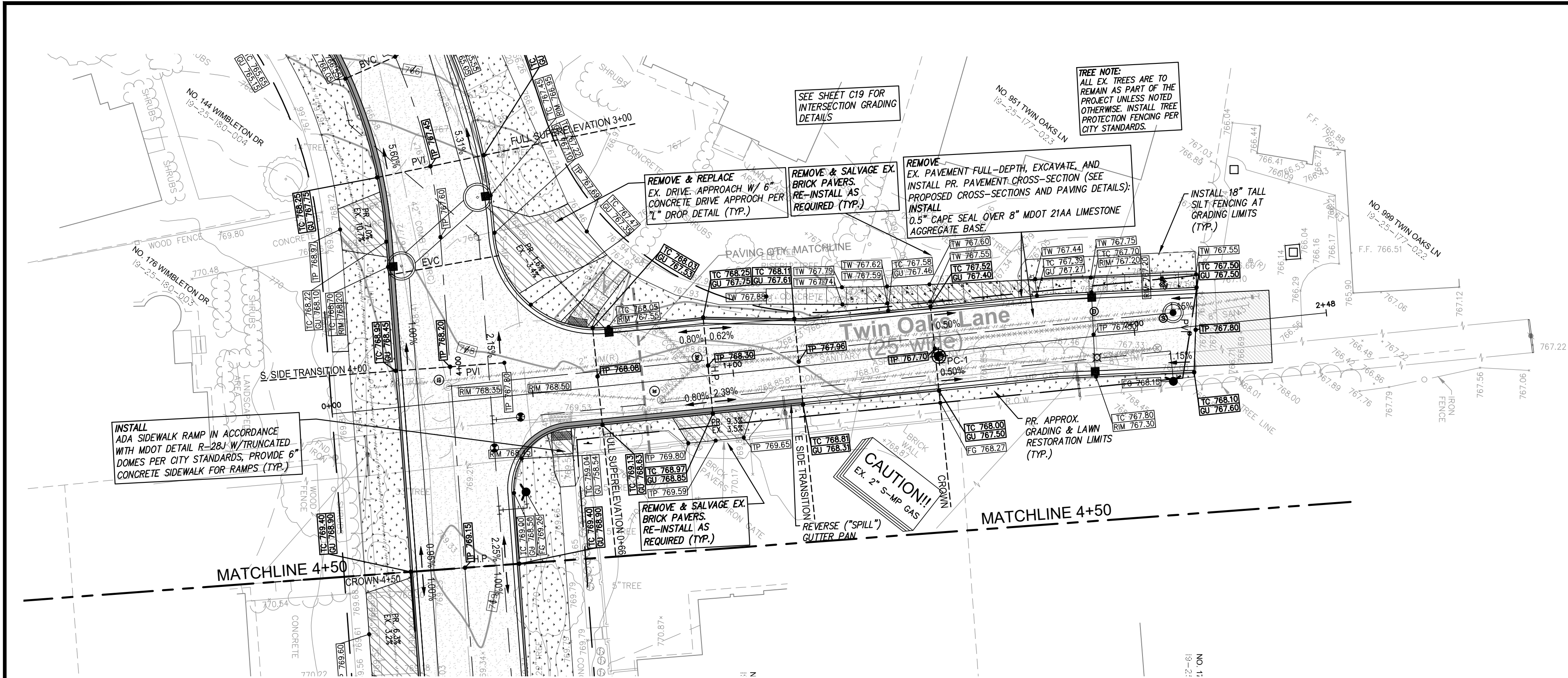
FINISH GRADE ELEVATION

WT 600.00

WB 600.00

WALL TOP/BOTTOM ELEVATION



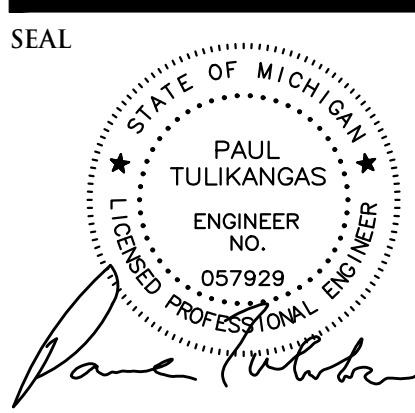




**CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS**

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257  
WWW.NOWAKFRAUS.COM

SEAL



PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT



The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Paving and Grading - Twin  
Oaks Lane - P.O.B. to  
P.O.E.



Know what's below  
Call before you dig.

| DATE     | ISSUED/REVISED |
|----------|----------------|
| 10-25-24 | ISSUED SURVEY  |
| 02-12-25 | CITY REVIEW    |
| 02-20-25 | BIDS           |
| 03-04-25 | ADDENDUM 2     |
|          |                |
|          |                |
|          |                |
|          |                |
|          |                |
|          |                |
|          |                |
|          |                |

DRAWN BY:  
L. Gross

DESIGNED BY:  
P. Tulikangas

APPROVED BY:  
P. Tulikangas

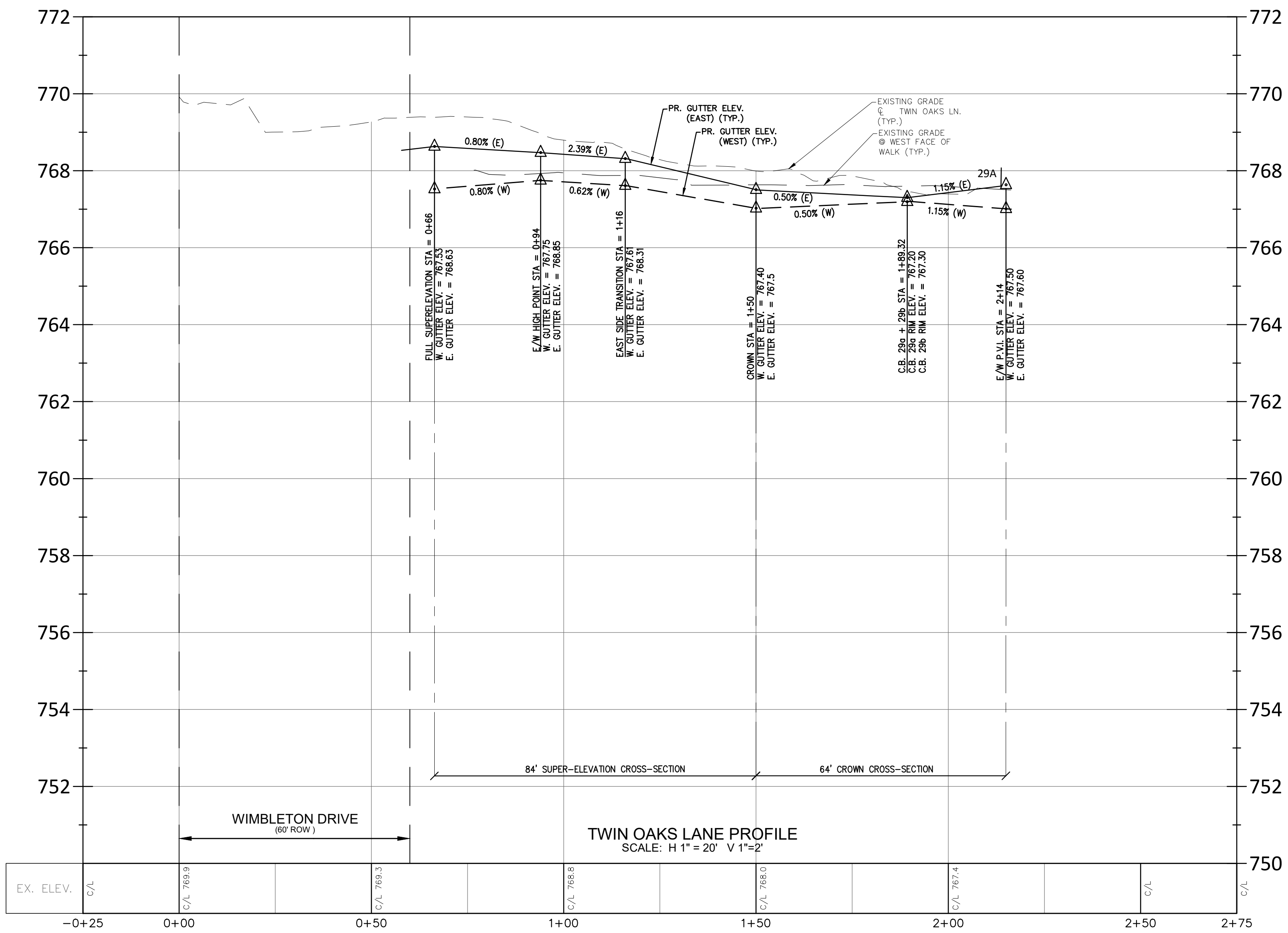
DATE:  
February 20, 2024

SCALE: 1" = 20' / 1" = 2'

20102030

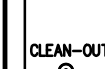
NFE JOB NO. SHEET NO.

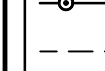
0310 C17

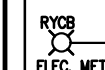


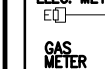
| Driveway Schedule |                   |                   |                      |                  |
|-------------------|-------------------|-------------------|----------------------|------------------|
| Address           | Width @ Walk (ft) | Width @ Curb (ft) | Length of Apron (ft) | Curb Height (in) |
| 147 Abbey         | 13.8              | 20.1              | 6.7                  | 12.6             |
|                   |                   |                   |                      | 1.5              |

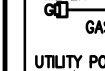
**LEGEND**

 CLEAN-OUT

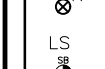
 MANHOLE

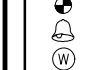
 ELECT. METER

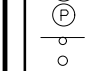
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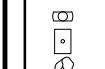
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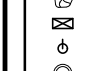
 UTILITY POLE

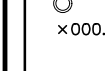
 LIGHT POLE

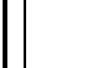
 STREET POLE

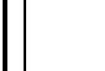
 (RECORD) CURB STOP LOCATION (APPROX.)

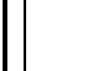
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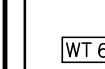
 EX. SOIL BORING

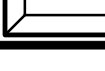
 PUBLIC PHONE

 WELL

 PUMP

 SIGN

 POST/BOLLARD

 PARKING METER

 MAIL BOX

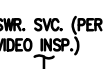
 ROCK/BOULDER

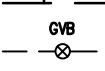
 SPRINKLER VALVE BOX

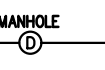
 SPRINKLER HEAD

 FOUND PROPERTY MARKER

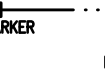
 GROUND ELEVATION

 EXISTING SAN/COMB SEWER

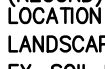
 EXISTING WATER MAIN

 EXISTING STORM SEWER

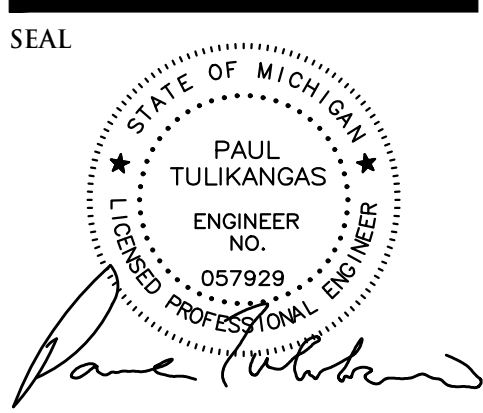
 EXISTING BURIED CABLES

 EXISTING GAS MAIN

 OVERHEAD LINES

 EX PAVERS





PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT

**BIRMINGHAM**  
A WALKABLE CITY

The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R. 10E  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Paving and Grading -  
Abbey Street - P.O.B. to  
P.O.E.



DATE ISSUED/REVISED  
10-25-24 ISSUED SURVEY  
02-12-25 CITY REVIEW  
02-20-25 BIDS  
03-04-25 ADDENDUM 2

DRAWN BY:  
L. Gross

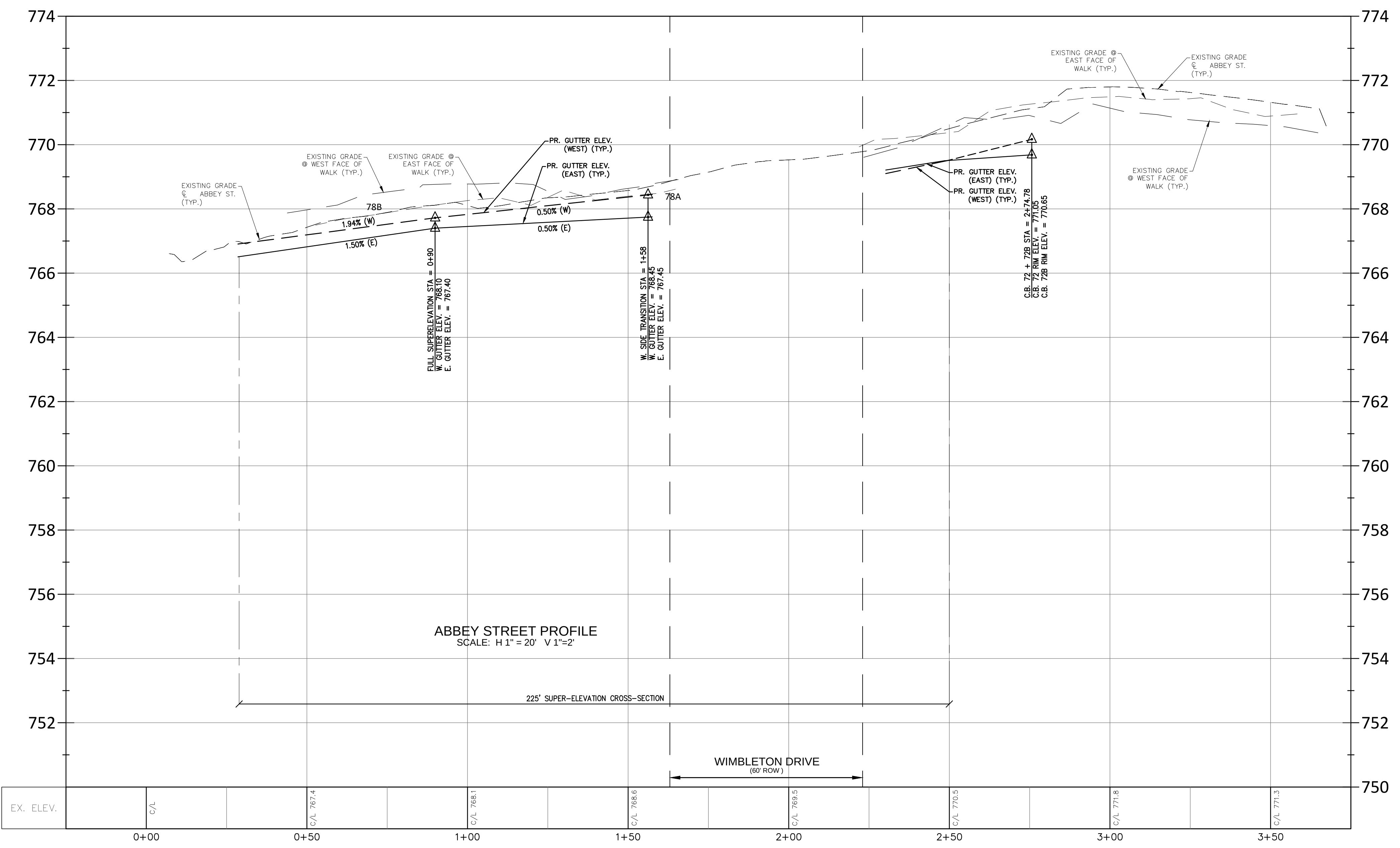
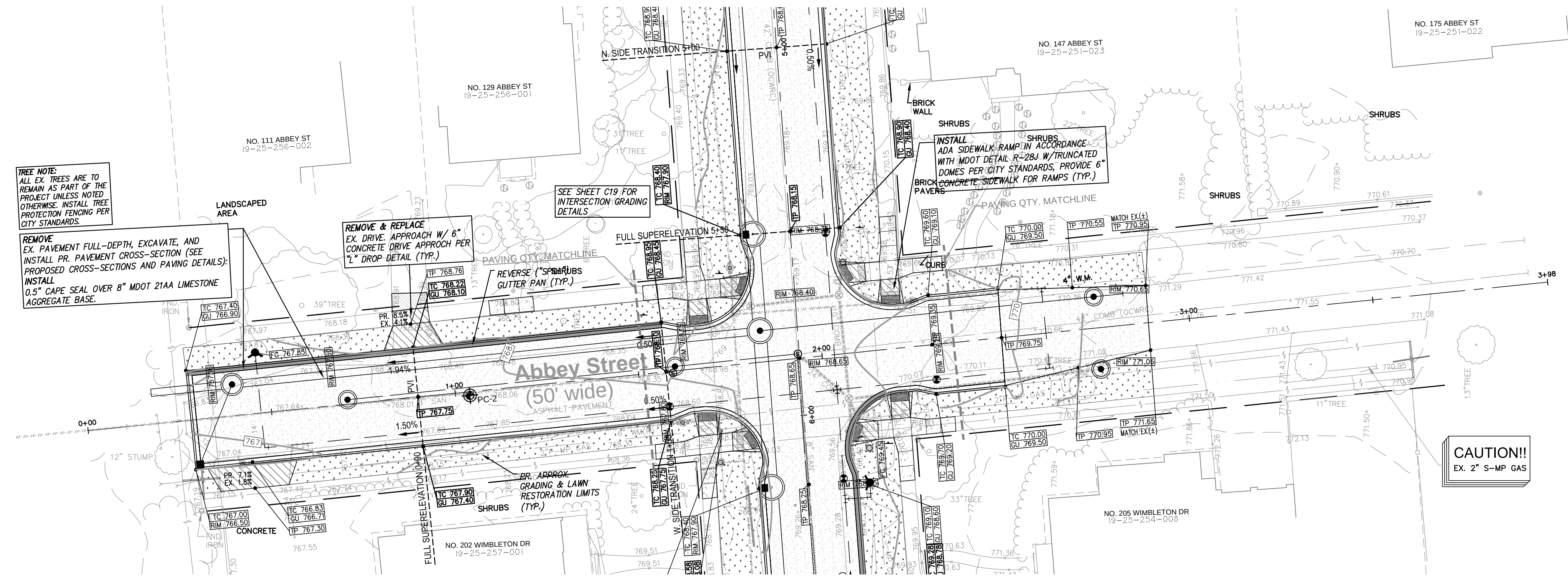
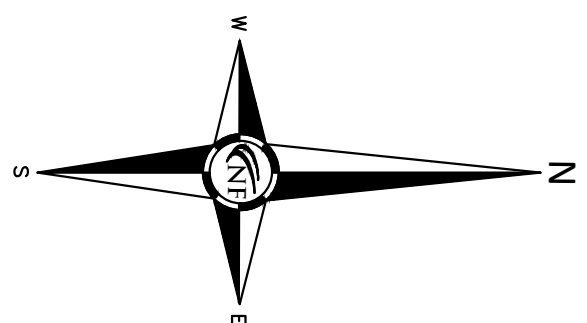
DESIGNED BY:  
P. Tulikangas

APPROVED BY:  
P. Tulikangas

DATE:  
February 20, 2024

SCALE: 1" = 20' / 1" = 2'

NFE JOB NO. SHEET NO.  
**0310 C18**

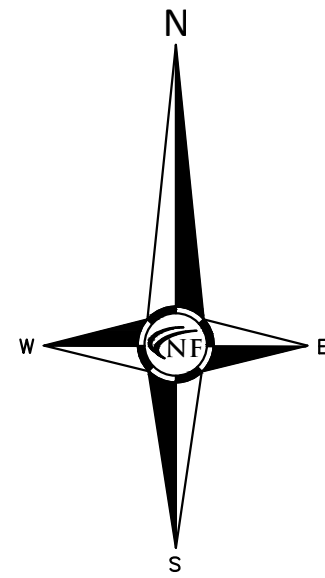


**Driveway Schedule**

| Address       | Width @ Walk (ft) | Width @ Curb (ft) | Length of Apron (ft) | Area (sq) | Curb Height (in) |
|---------------|-------------------|-------------------|----------------------|-----------|------------------|
| 1111 Abbey    | 10.0              | 16.0              | 6.4                  | 9.2       | 1.5              |
| 202 Wimbleton | 18.5              | 24.5              | 6.6                  | 15.8      | 1.5              |

**LEGEND**





#### ADA COMPLIANCE NOTES

SIDEWALK FLAGS, RAMPS, AND LANDINGS SHALL BE INSTALLED AS INDICATED ON THE PLANS AND AS FOLLOWS:

##### SIDEWALK REQUIREMENTS:

THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48.

CHANGES IN LEVEL OF ¼ INCH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL. SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

##### RAMP REQUIREMENTS:

CURB RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

THE CROSS SLOPE OF RAMP RUNS SHALL NOT BE STEEPER THAN 1:48.

THE LONGITUDINAL SLOPE OF RAMP RUNS SHALL NOT BE STEEPER THAN 1:12.

WHERE PROVIDED, CURB RAMP FLARES SHALL NOT BE STEEPER THAN 1:10.

THE RISE FOR ANY RAMP RUN SHALL BE 30 INCHES MAXIMUM.

COUNTER SLOPES OF ADJOINING GUTTERS AND ROAD SURFACES IMMEDIATELY ADJACENT TO THE CURB RAMP SHALL NOT BE STEEPER THAN 1:20. THE ADJACENT SURFACES AT TRANSITIONS AT CURB RAMPS TO WALKS, GUTTERS, AND STREETS SHALL BE AT THE SAME LEVEL.

CURB RAMPS WITH A RUNNING SLOPE EQUAL OR LESS THAN 1:20 DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE NOT GREATER THAN 1:48 PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

CURB RAMPS AND THE FLARED SIDES OF CURB RAMPS SHALL BE LOCATED SO THAT THEY DO NOT PROJECT INTO VEHICULAR TRAFFIC LANES, PARKING SPACES, OR PARKING ACCESS AISLES. CURB RAMPS AT MARKED CROSSINGS SHALL BE WHOLLY CONTAINED WITHIN THE MARKINGS, EXCLUDING ANY FLARED SIDES.

WHEN 60 INCH (5 FOOT) MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 48 INCHES (4 FEET) AND LANDINGS TO NOT LESS THAN 48" x 48" (4' x 4').

DIAGONAL OR CORNER TYPE CURB RAMPS WITH RETURNED CURBS OR OTHER WELL-DEFINED EDGES SHALL HAVE THE EDGES PARALLEL TO THE DIRECTION OF PEDESTRIAN FLOW. THE BOTTOM OF DIAGONAL CURB RAMPS SHALL HAVE A CLEAR SPACE 48 INCHES (4 FEET) MINIMUM OUTSIDE ACTIVE TRAFFIC LANES OF THE ROADWAY. DIAGONAL CURB RAMPS PROVIDED AT MARKED CROSSINGS SHALL PROVIDE THE 48 INCHES (4 FEET) MINIMUM CLEAR SPACE WITHIN THE MARKINGS. DIAGONAL CURB RAMPS WITH FLARED SIDES SHALL HAVE A SEGMENT OF CURB 24 INCHES (2 FEET) LONG MINIMUM LOCATED ON EACH SIDE OF THE CURB RAMP AND WITHIN THE MARKED CROSSING.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COURSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

DETECTABLE WARNING SURFACE COVERAGE IS 24 INCHES (2 FEET) MINIMUM IN THE DIRECTION OF RAMP / PATH TRAVEL AND THE FULL WIDTH OF THE RAMP / PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2 INCHES MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADII.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND / OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING. RAMPS SHALL HAVE LANDINGS AT THE TOP AND BOTTOM OF EACH RAMP RUN. SEE BELOW FOR LANDING REQUIREMENTS.

##### LANDING REQUIREMENTS:

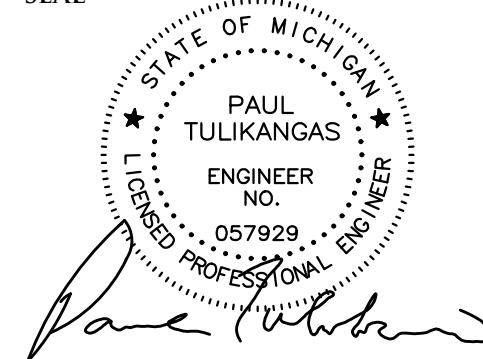
LANDING SLOPES NOT STEEPER THAN 1:48 SHALL BE PERMITTED.

LANDINGS SHALL BE PROVIDED AT THE TOPS OF CURB RAMPS. THE LANDING CLEAR LENGTH SHALL BE 36 INCHES (3 FEET) MINIMUM. THE LANDING CLEAR WIDTH SHALL BE AT LEAST AS WIDE AS THE CURB RAMP, EXCLUDING FLARED SIDES, LEADING TO THE LANDING.

RAMPS THAT CHANGE DIRECTION BETWEEN RUNS AT LANDINGS SHALL HAVE A CLEAR LANDING 60 INCHES (5 FEET) MINIMUM BY 60 INCHES (5 FEET) MINIMUM.

| LEGEND                                  |                                                             |
|-----------------------------------------|-------------------------------------------------------------|
| CLEAN-OUT                               | MANHOLE                                                     |
| SW. B.C. (PER VIDEO INSPECTION)         | EXISTING SAN/COMB SEWER                                     |
| EXISTING WATER MAIN                     | EXISTING STORM SEWER                                        |
| EXISTING BURIED CABLES                  | EXISTING GAS MAIN                                           |
| OVERHEAD LINES                          | EX. PAVERS                                                  |
| PR. 6" CONC. SIDEWALK OR DRIVE APPROACH | PR. 4" CONC. SIDEWALK                                       |
| PR. FULL-DEPTH ASPH. (3" HMA ON 8" 21A) | PR. BRUNNUS CAPESEAL                                        |
| PR. 18" WD. CONC. CURB & GUTTER         | SOL. BORING LOCATION REFER TO GEOLOGICAL REPORT FOR DETAILS |
| PR. TOP OF CURB ELEVATION               | PR. TOP OF WALK ELEVATION                                   |
| PR. TOP OF PMV. ELEVATION               | FINISH GRADE ELEVATION                                      |
| WALL TOP/BOTTOM ELEVATION               |                                                             |

SEAL



#### PROJECT

City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

#### CLIENT



The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

#### PROJECT LOCATION

Part of the N.E. ¼  
of Section 25,  
T. 2N, R. 10E  
City of Birmingham,  
Oakland County, Michigan

#### SHEET

Intersection and Sidewalk  
Grading Details



#### DATE ISSUED/REVISED

10-25-24 ISSUED SURVEY  
02-12-25 CITY REVIEW  
02-20-25 BIDS  
03-04-25 ADDENDUM 2

#### DRAWN BY:

L. Gross

#### DESIGNED BY:

P. Tulikangas

#### APPROVED BY:

P. Tulikangas

#### DATE:

February 20, 2024

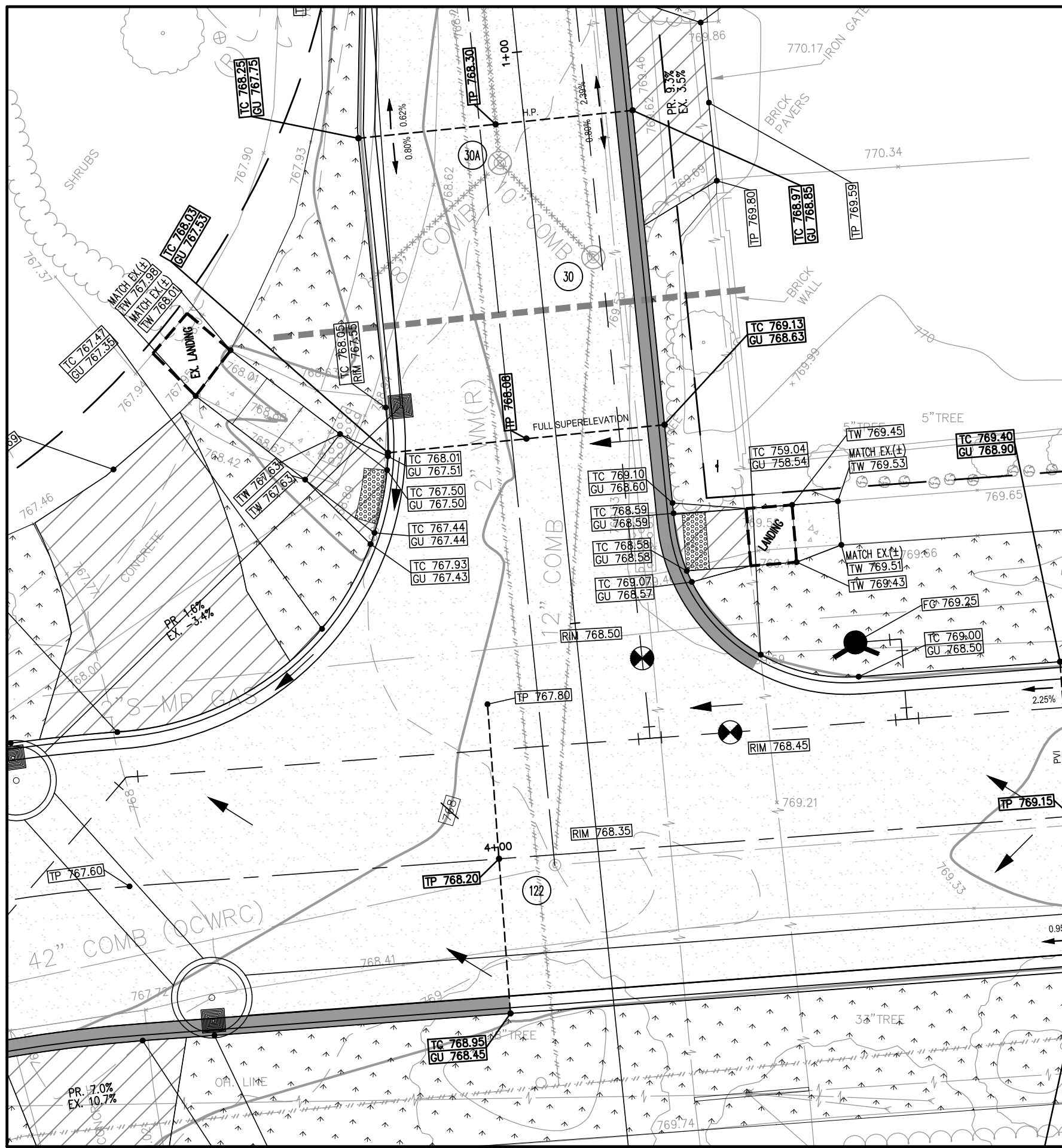
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10 5 0 5 10 5

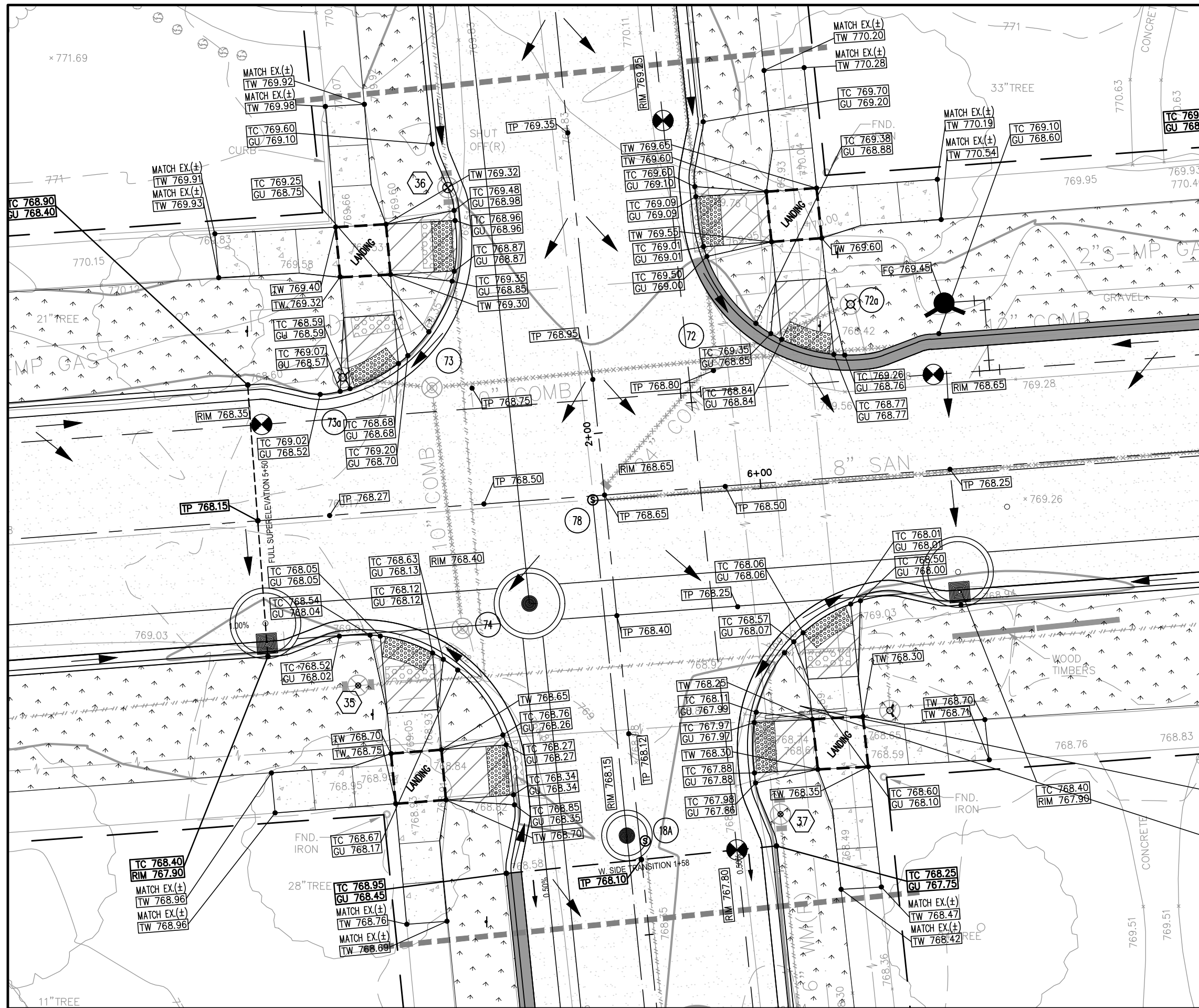
NFE JOB NO. SHEET NO.

0310

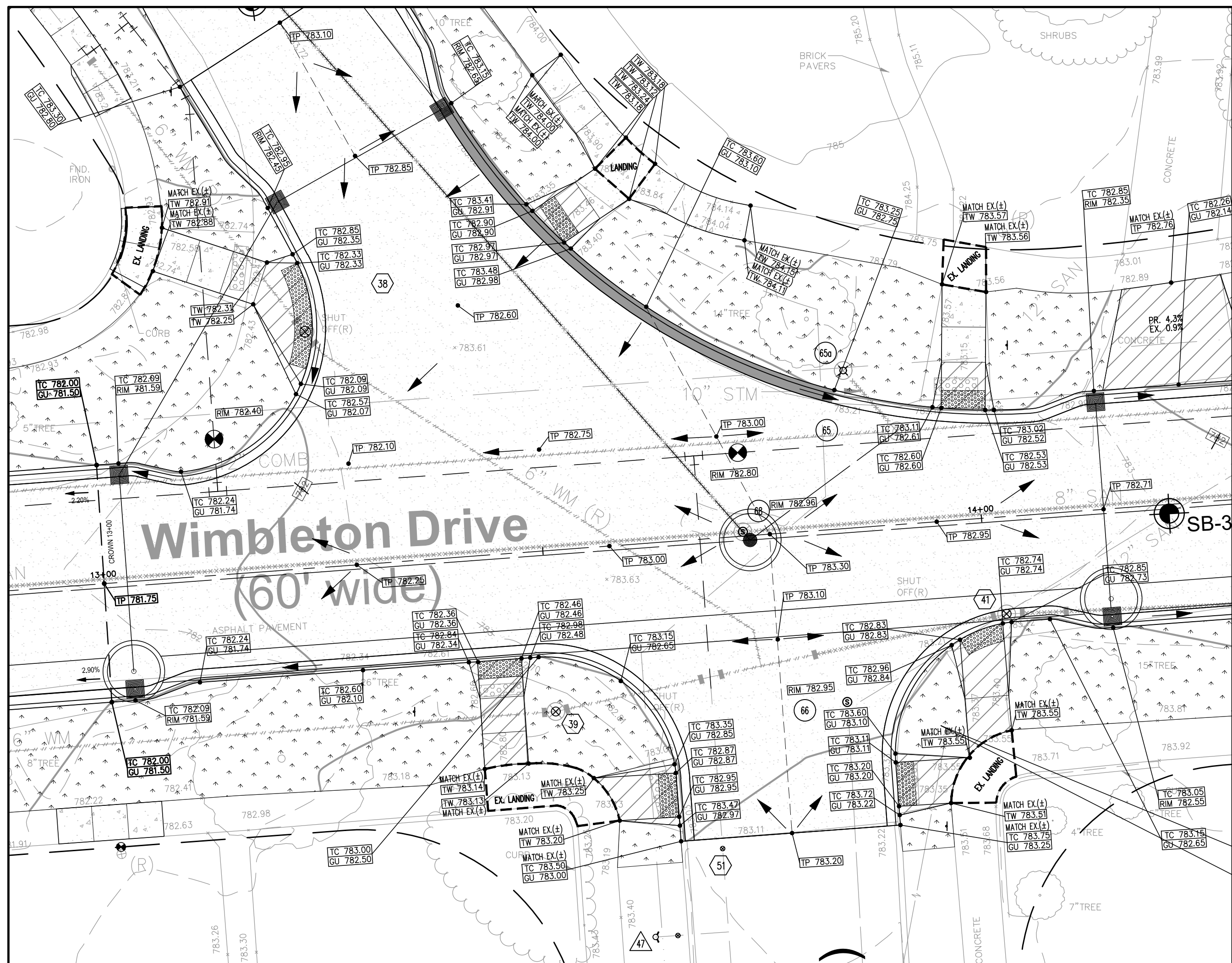
C19



CROSSING AT WIMBLETON DRIVE AND TWIN OAKS LANE



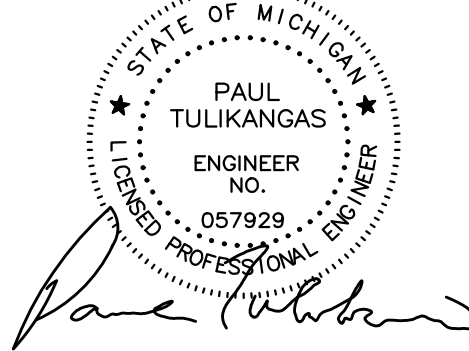
CROSSING AT WIMBLETON DRIVE AND ABBEY ROAD



CROSSING AT WIMBLETON DRIVE AND OXFORD STREET



SEAL



PROJECT

City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT



The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION

Part of the N.E. ¼  
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

SHEET

Existing and Proposed  
Road Cross-Sections



Know what's below  
Call before you dig.

DATE ISSUED/REVISED

10-25-24 ISSUED SURVEY

02-12-25 CITY REVIEW

02-20-25 BIDS

03-04-25 ADDENDUM 2

DRAWN BY:

L. Gross

DESIGNED BY:

P. Tulikangas

APPROVED BY:

P. Tulikangas

DATE:

February 20, 2024

SCALE: N.T.S.

NFE JOB NO.

0310

SHEET NO.

C20

## UTILITIES

AT LEAST 72 HOURS (3 WORKING DAYS) PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY MESS D&G AND THE LOCAL COMMUNITY (WHERE APPLICABLE) TO STAKE LOCATIONS OF EXISTING UTILITIES.

THE CONTRACTOR SHALL EXPOSE AND VERIFY EXISTING UTILITIES FOR LOCATION, SIZE, DEPTH, MATERIAL AND CONFIGURATION PRIOR TO CONSTRUCTION. COSTS FOR EXPLORATORY EXCAVATION IS AN INCIDENTAL COST AND SHALL NOT BE CONSIDERED AN EXTRA TO THE CONTRACT.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY EXISTING UTILITIES WHICH DO NOT MATCH THE PLANS AND SPECIFICATIONS PRIOR TO COMMENCING WORK. ANY FIELD CHANGES OF THE PROPOSED UTILITIES SHALL BE APPROVED BY THE OWNER AND ENGINEER BEFORE THE WORK IS DONE.

THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE. ANY SERVICE OR UTILITY DAMAGED OR REMOVED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE EXPENSE OF THE CONTRACTOR, IN CONFORMANCE WITH THE REQUIREMENTS OF THE UTILITY COMPANY PROVIDER.

## DAMAGE TO PRIVATE PROPERTY

ALL SIDEWALKS, DRIVEWAYS, LAWNS, FENCING, TREES, SHRUBS, SPRINKLERS, LANDSCAPING, ETC., THAT ARE DAMAGED DURING CONSTRUCTION MUST BE REPAIRED OR REPLACED, IN KIND OR BETTER, BY THE CONTRACTOR. ALL STREET SIGNS, MAIL BOXES, ETC., REMOVED SHALL BE REPLACED IN KIND OR BETTER, BY THE CONTRACTOR. ALL THE REPAIRS OR REPLACEMENTS DUE TO THE CONTRACTOR'S WORK ARE TO BE INCLUDED IN THE CONTRACT PRICE(S) AND SHALL NOT BE AN EXTRA TO THE CONTRACT.

THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM ADJACENT PROPERTY OWNERS PRIOR TO ENTERING UPON ANY ADJOINING PROPERTIES, UNLESS OFFSITE PERMITS HAVE ALREADY BEEN OBTAINED BY THE OWNER AND ARE PART OF THE CONTRACT DOCUMENTS.

## DEWATERING OF TRENCH AND EXCAVATIONS

IF NOT SPECIFICALLY PROVIDED FOR IN THE CONSTRUCTION DESIGN DOCUMENTS, THE DESIGN OR QUALITATIVE ANALYSIS OF GROUND WATER DEWATERING SYSTEMS IS BEYOND THE SCOPE OF DESIGN FOR THESE DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING AND PROVIDING APPROPRIATE EXCAVATION DEWATERING SYSTEMS FOR USE DURING CONSTRUCTION.

THE DEWATERING METHOD SELECTED BY THE CONTRACTOR WILL NOT ADVERSELY AFFECT ADJACENT PAVEMENTS OR STRUCTURES PRIOR TO BEGINNING DEWATERING CONDITIONS. MEANS AND METHODS OF DEWATERING ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF DEWATERING WILL BE CONSIDERED INCLUDED IN THE WORK OF CONSTRUCTING THE UNDERGROUND UTILITIES UNLESS SPECIFICALLY INDICATED OTHERWISE.

## BY-PASS PUMPING

FROM TIME TO TIME IT MAY BE NECESSARY FOR THE CONTRACTOR TO BY-PASS PUMP TO COMPLETE THE WORK INDICATED ON THE PLANS. THE COST OF BY-PASS PUMPING, THE METHODS, EQUIPMENT AND MEANS OF PROVIDING THAT WORK ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE CONSIDERED PART OF THE WORK WHETHER SPECIFICALLY CALLED OUT ON THE PLANS OR NOT.

## MEANS AND METHODS FOR PIPE CONSTRUCTION

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEANS AND METHODS FOR CONSTRUCTING THE UNDERGROUND PIPE SYSTEMS PROPOSED ON THE PLANS, INCLUDING BUT NOT LIMITED TO THE NEED FOR SHORING/BRACING OF TRENCHES, DEWATERING OF TRENCHES, SCHEDULING THE WORK AT OFF PEAK HOURS, AND/OR MAINTAINING EXISTING FLOWS THAT MAY BE ENCOUNTERED VIA PUMPING, BY-PASS PUMPING OR OTHER MEANS. THE CONTRACTOR SHALL NOT BE PAID ANY ADDITIONAL COMPENSATION TO IMPLEMENT ANY MEANS AND METHODS TO SATISFACTORILY COMPLETE THE CONSTRUCTION.

## PAVEMENT REMOVAL

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE THICKNESS OF THE PAVEMENT REMOVAL. PAVEMENT CORE SAMPLES ARE FOR INFORMATIONAL PURPOSES ONLY AS TO THE THICKNESS OF THE PAVEMENT EXISTING AT THE LOCATION OF THE SAMPLE. THE OWNER AND ENGINEER MAKE NO REPRESENTATION, WARRANTY OR GUARANTY THAT THE SAMPLES ACCURATELY REFLECT THE PAVEMENT THICKNESS ON THE PROJECT.

## MAINTENANCE OF TRAFFIC

DURING THE PROGRESS OF THE WORK THE CONTRACTOR SHALL ACCOMMODATE BOTH VEHICULAR AND PEDESTRIAN TRAFFIC IN THE ROAD RIGHTS OF WAY. THE CONTRACTOR'S EQUIPMENT AND OPERATIONS ON PUBLIC STREETS SHALL BE GOVERNED BY ALL APPLICABLE LOCAL, COUNTY AND STATE ORDINANCES, REGULATIONS AND LAWS. THE CONTRACTOR SHALL OBTAIN AND SATISFY ANY AND ALL PERMIT REQUIREMENTS BY THE LOCAL, COUNTY AND STATE GOVERNMENTAL AGENCIES.

IN ADDITION, WHERE THE WORK REQUIRES THE CLOSURE OF ONE OR MORE LANES OR IS WITHIN THE INFLUENCE OF THE ROAD OR PEDESTRIAN RIGHT OF WAY, THE CONTRACTOR SHALL PROVIDE ALL SIGNS, BARRICADES, FLAG PERSONS AND OTHER TRAFFIC CONTROL MEASURES AS REQUIRED BY MDOT, THE COUNTY, OR THE COMMUNITY HAVING JURISDICTION OF THE ROAD AND IN CONFORMANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

COMPENSATION FOR TRAFFIC CONTROL SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE(S) UNLESS SPECIFIC TRAFFIC CONTROL ITEMS ARE INCLUDED IN THE ACCEPTED BID PROPOSAL.

## IRRIGATION

THE CONTRACTOR SHALL MAINTAIN OR REPAIR ANY EXISTING IRRIGATION SYSTEMS WITHIN THE PROJECT AREA UNLESS THE DRAWINGS CALL FOR THE IRRIGATION SYSTEM TO BE REMOVED. THE OWNER AND NFE MAKE NO REPRESENTATIONS, WARRANTY OR GUARANTY AS TO THE LOCATION OF THE IRRIGATION SYSTEM. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT THE IRRIGATION SYSTEM DURING CONSTRUCTION ACTIVITIES. THE COMPENSATION FOR MAINTAINING OR REPAIRING EXISTING IRRIGATIONS SYSTEMS SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE(S) UNLESS SPECIFIC IRRIGATION SYSTEM REPAIR ITEMS ARE INCLUDED IN THE ACCEPTED BID PROPOSAL.

## SUB-SOIL CONDITIONS

ANY SOIL BORING PROVIDED BY THE OWNER AND/OR ENGINEER IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THIS INFORMATION IS NOT OFFERED AS EVIDENCE OF GROUND CONDITIONS THROUGHOUT THE PROJECT AND ONLY REFLECT THE GROUND CONDITIONS AT THE LOCATION OF THE BORING ON THE DATE THEY WERE TAKEN.

THE ACCURACY AND RELIABILITY OF THE SOIL LOGS AND REPORT ARE NOT WARRANTED OR GUARANTEED IN ANY WAY BY THE OWNER OR ENGINEER AS TO THE SUB-SOIL CONDITIONS FOUND ON THE SITE. THE CONTRACTOR SHALL MAKE THEIR OWN DETERMINATION AND SUB-SOIL INVESTIGATION AND SECURE OTHER SUCH INFORMATION AS THE CONTRACTOR CONSIDERS NECESSARY TO DO THE WORK PROPOSED AND IN PREPARATION OF THEIR BID.

## SUBGRADE UNDERCUTTING AND PREPARATION

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY AND ALL SOILS WHICH DO NOT CONFORM TO THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A SUBGRADE IN CONFORMANCE WITH THE PROJECT PLANS AND/OR SPECIFICATIONS. THE MEANS AND METHODS USED TO ACHIEVE THE REQUIRED RESULT SHALL REST SOLELY WITH THE CONTRACTOR.

ANY AREAS OF UNDERCUTTING THAT RESULT IN ADDITIONAL OR EXTRA WORK BECAUSE THEY COULD NOT BE IDENTIFIED BY THE CONTRACTOR'S PRE-BID SITE OBSERVATION OR ARE NOT SET FORTH IN THE PLANS AND SPECIFICATIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE ANY EXTRA WORK IS PERFORMED. THE CONTRACTOR SHALL MAKE A REQUEST FOR ANY ADDITIONAL COMPENSATION FOR THE UNDERCUTTING IN WRITING AND THE REQUEST SHALL CONFORM TO THE CONTRACT'S CHANGE ORDER PROVISIONS.

## STRUCTURE BACKFILL

STRUCTURAL BACKFILL SHALL BE PLACED IN CONFORMANCE WITH THE PROJECT PLANS, SPECIFICATIONS OR AS REQUIRED BY THE COMMUNITY, GOVERNMENT AGENCY OR UTILITY THAT HAS JURISDICTION OVER THE WORK.

## TRENCH BACKFILL

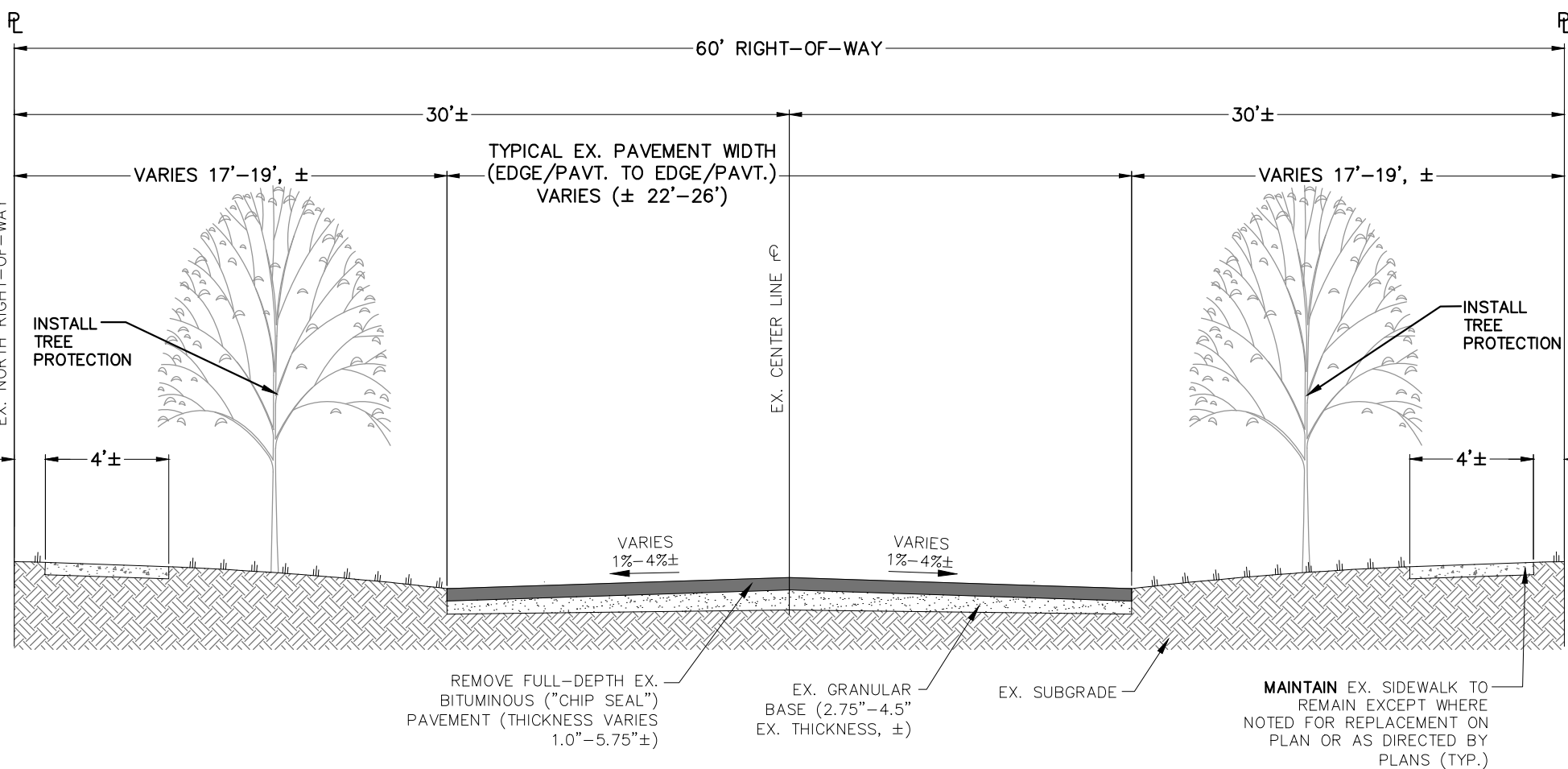
TRENCH BACKFILL SHALL BE PLACED IN CONFORMANCE WITH THE PLANS AND/OR SPECIFICATIONS. TRENCH BACKFILL SHALL ALSO BE INSTALLED IN CONFORMANCE WITH THE COMMUNITY REQUIREMENTS OR AGENCY/UTILITY GOVERNING SAID TRENCH CONSTRUCTION. IN THE CASE OF CONFLICTING REQUIREMENTS, THE MORE STRINGENT SHALL APPLY.

## EARTH BALANCE / GRADING

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THE SITE EARTHWORK BALANCES OR NOT. ANY EXCESS CUT MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR. IN A LIKE MANNER, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IMPORT APPROVED FILL MATERIAL AND PLACE IT AS REQUIRED TO ATTAIN THE SITE GRADE AND COMPACTION REQUIREMENTS PER THE ENGINEER'S PLAN AND ALL APPLICABLE GOVERNMENTAL STANDARDS. THE ENGINEER AND OWNER MAKE NO REPRESENTATION AS TO THE QUANTITIES THAT MAY BE NEEDED TO CREATE A BALANCED EARTHWORK CONDITION OR THAT THE SITE EARTHWORK IS BALANCED.

## SOIL EROSION / SEDIMENTATION CONTROL

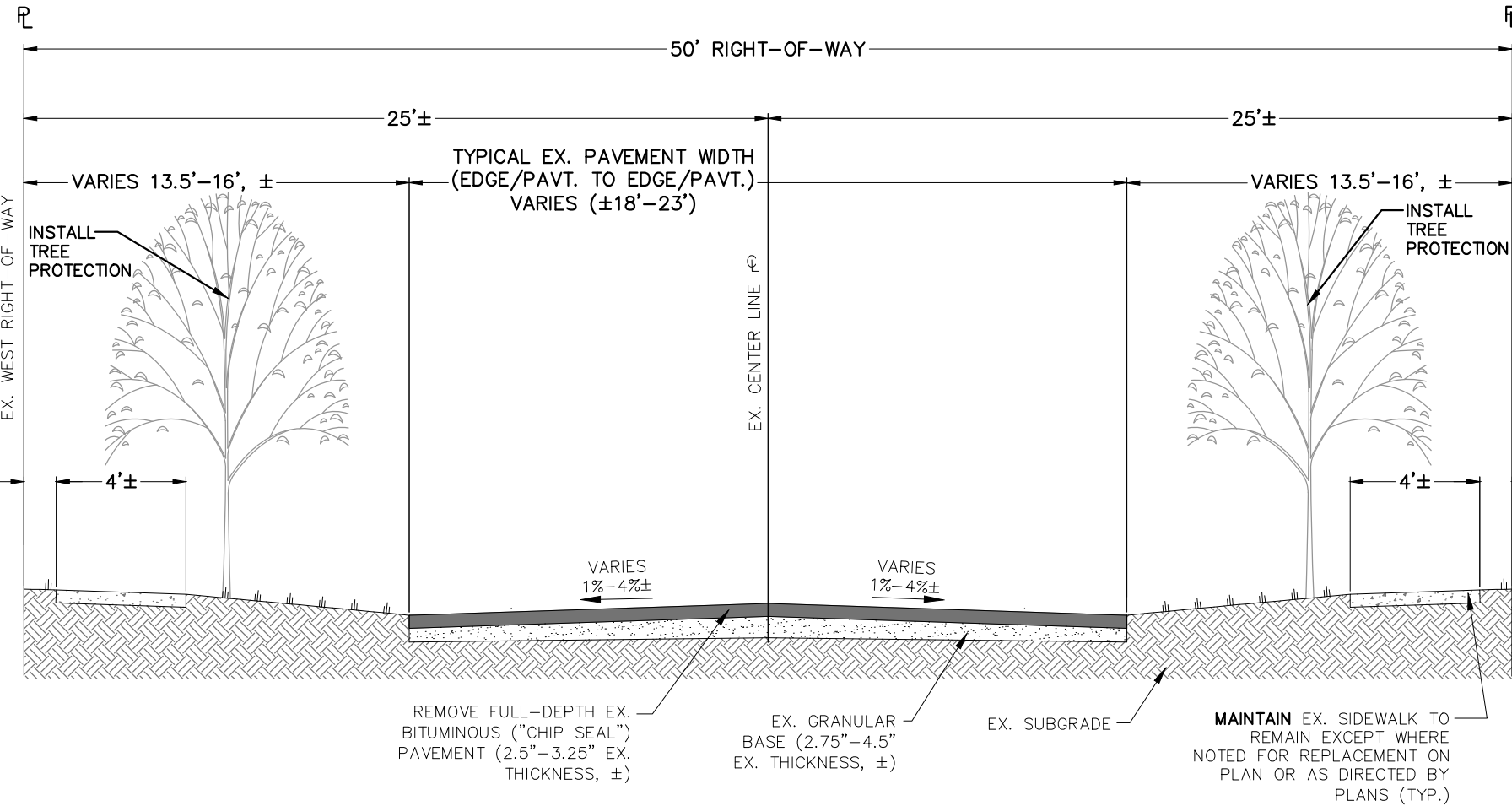
THE CONTRACTOR SHALL OBTAIN THE REQUIRED SOIL EROSION PERMIT AND SATISFY ALL REGULATORY REQUIREMENTS FOR EROSION AND SEDIMENT TRANSPORT. THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR INSPECTION OR APPROVAL OF THE CONTRACTOR'S WORK IN CONNECTION WITH SATISFYING THE SOIL EROSION PERMIT REQUIREMENTS UNLESS SPECIFICALLY STATED IN THE CONTRACT DOCUMENTS.



## EXISTING BITUMINOUS PAVEMENT SECTION

N.T.S.  
WIMBLETON DRIVE  
APPLIES TO: STA. P.O.B. TO STA. P.O.E

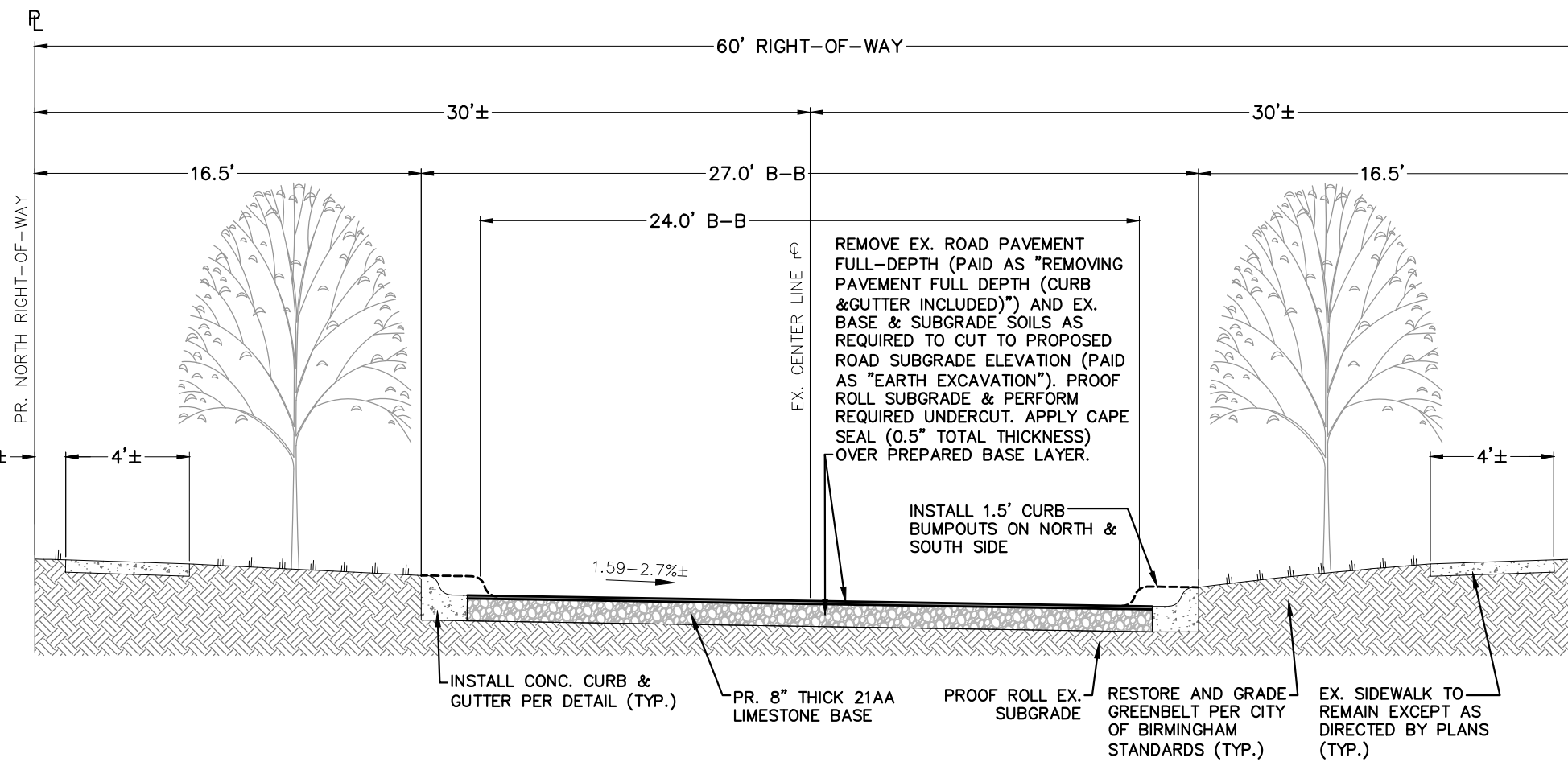
NOTE: REFER TO GEOTECHNICAL INVESTIGATION REPORT BY G2 CONSULTING GROUP, DATED 9/20/24, AND INCLUDED IN PROJECT SPECIFICATIONS, FOR COMPLETE INFORMATION ON EXISTING PAVEMENTS AND SOILS WITHIN PROJECT LIMITS



## EXISTING BITUMINOUS PAVEMENT SECTION

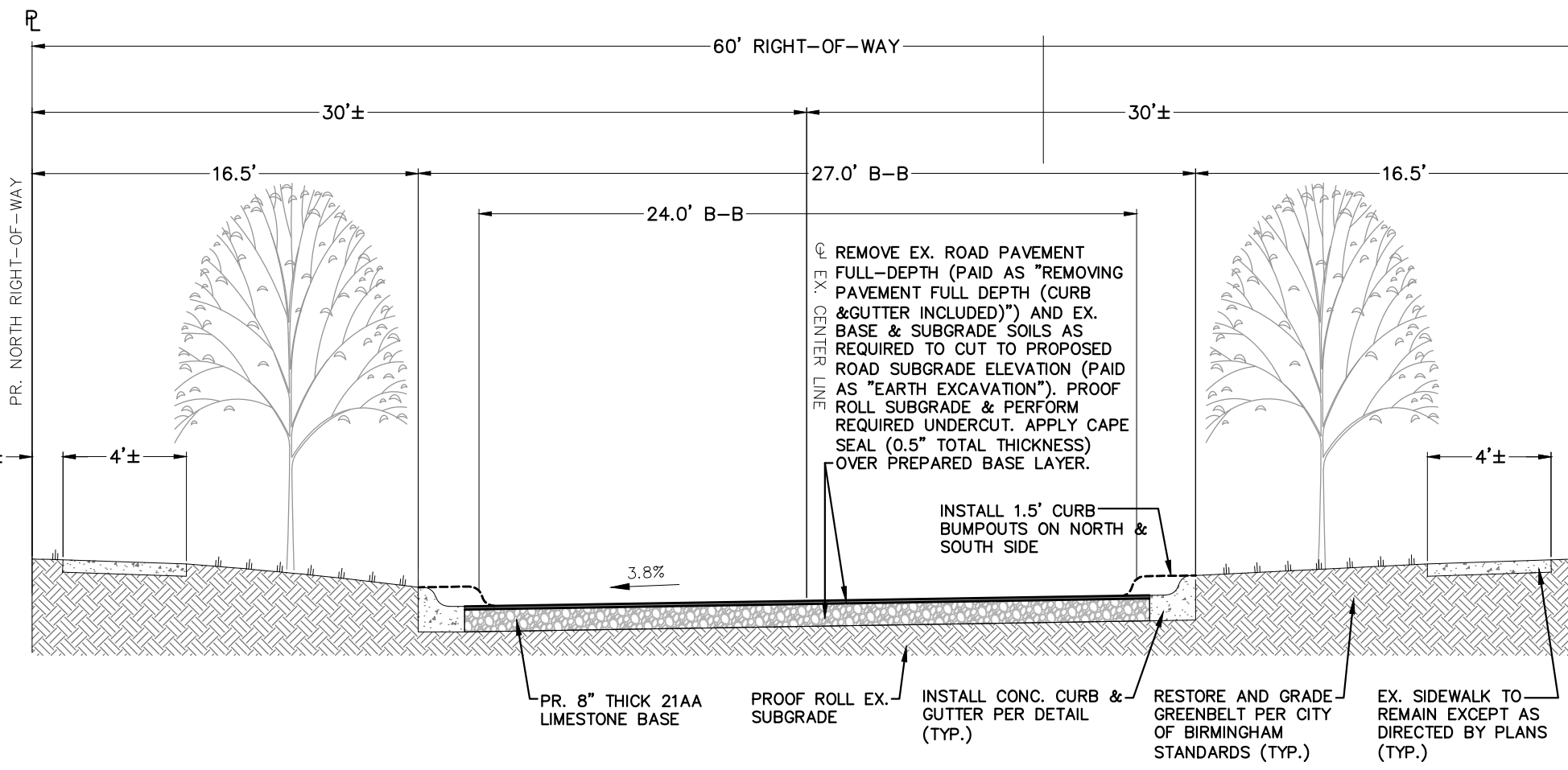
N.T.S.  
ABBEY STREET  
APPLIES TO: STA. P.O.B. TO STA. P.O.E

NOTE: REFER TO GEOTECHNICAL INVESTIGATION REPORT BY G2 CONSULTING GROUP, DATED 9/20/24, AND INCLUDED IN PROJECT SPECIFICATIONS, FOR COMPLETE INFORMATION ON EXISTING PAVEMENTS AND SOILS WITHIN PROJECT LIMITS



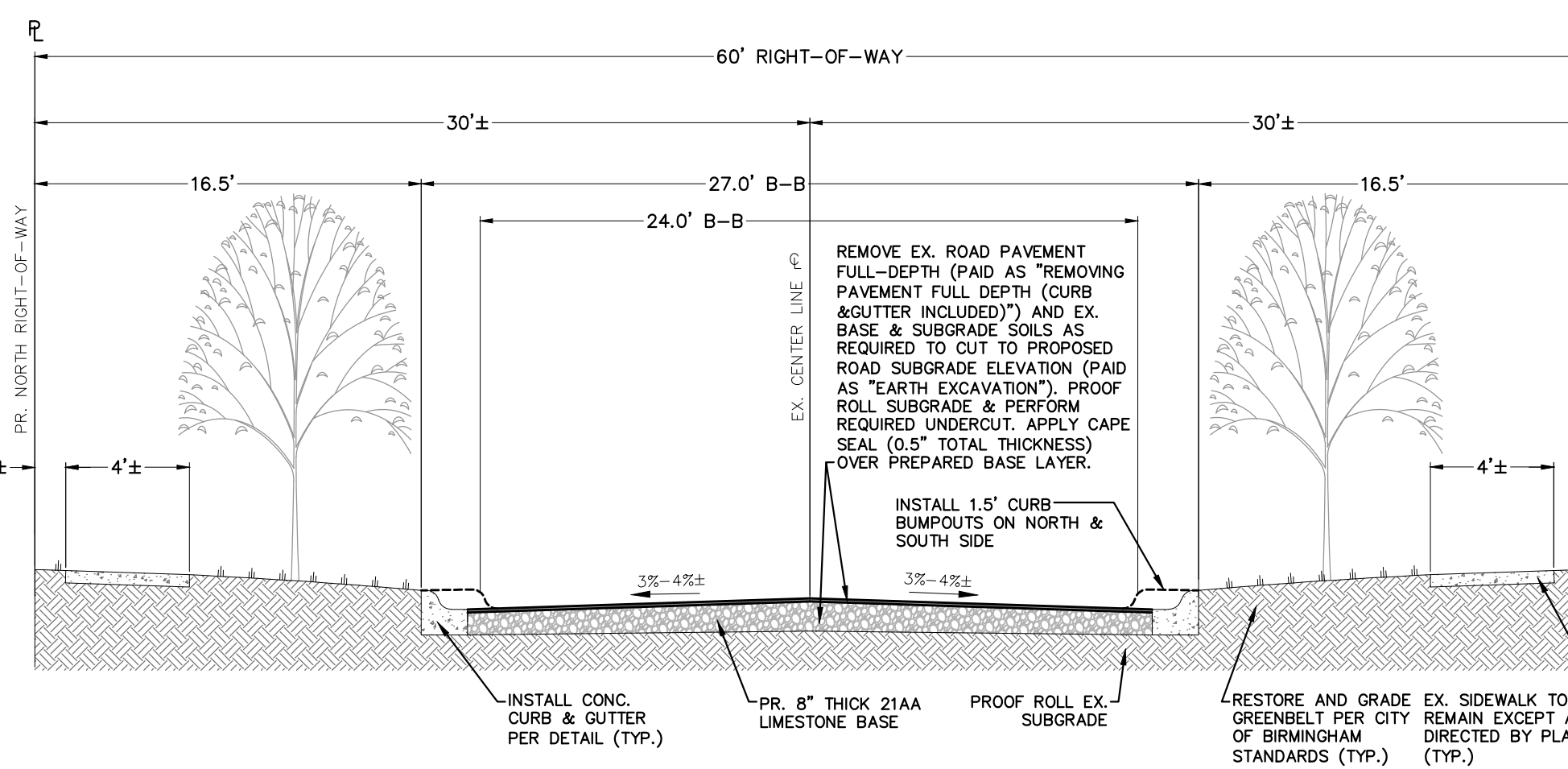
## PROPOSED SUPER-ELEVATED PAVEMENT SECTION

N.T.S.  
WIMBLETON DRIVE  
APPLIES TO: STA. 5+50 TO STA. 12+00  
NOTE: TRANSITION FROM SUPER-ELEVATION TO CROWN OCCURS BETWEEN STA. 12+00 & STA. 13+00



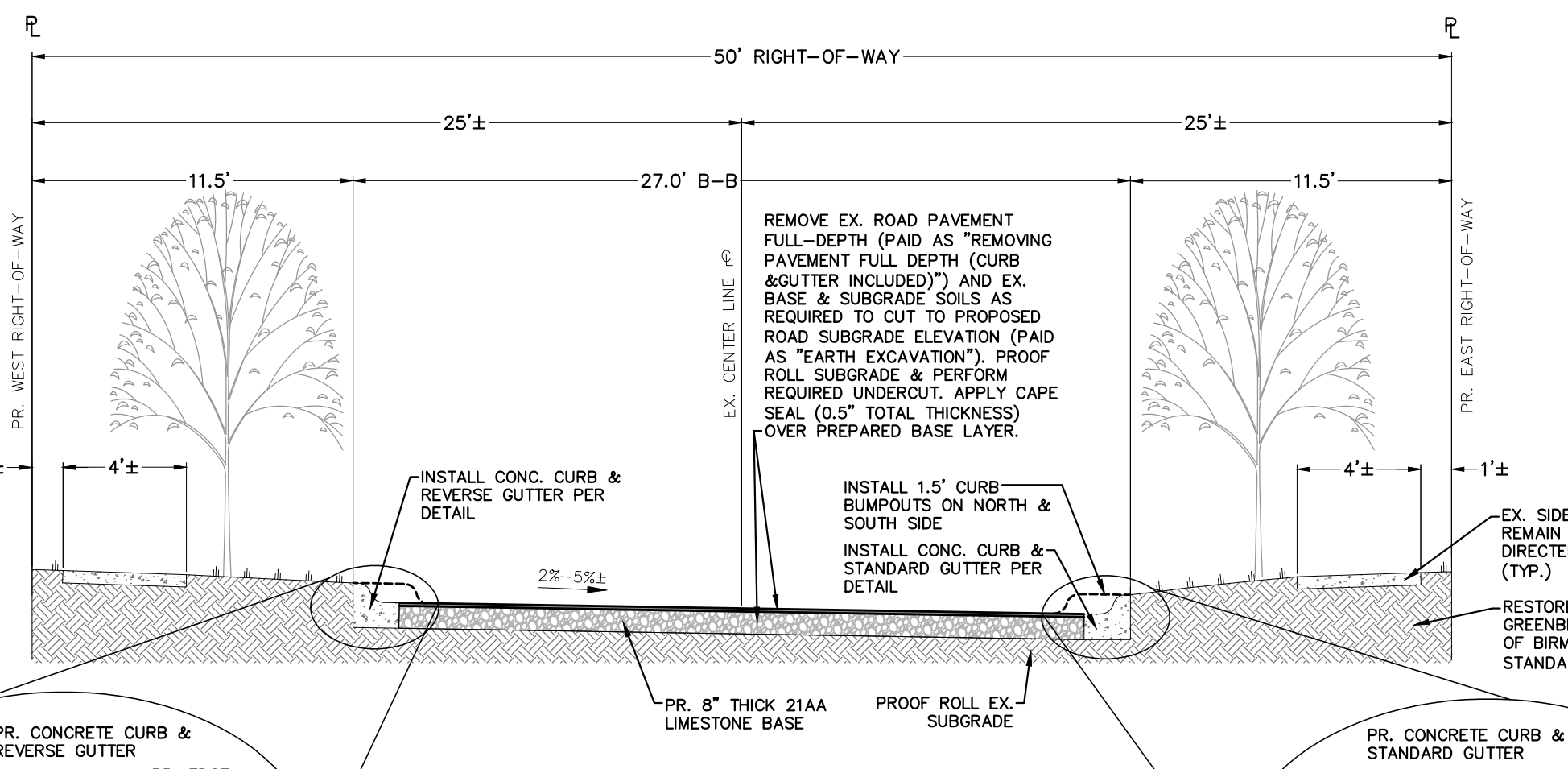
## PROPOSED SUPER-ELEVATED PAVEMENT SECTION

N.T.S.  
WIMBLETON DRIVE  
APPLIES TO: STA. P.O.B. TO STA. 3+50  
NOTE: TRANSITION FROM SUPER-ELEVATION TO CROWN OCCURS BETWEEN STA. 3+50 & STA. 4+25



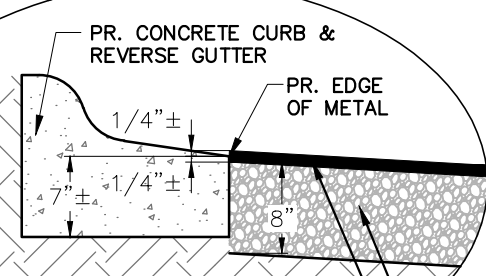
## PROPOSED CROWN PAVEMENT SECTION

N.T.S.  
WIMBLETON DRIVE  
APPLIES TO: STA. 4+25 TO STA. 5+00  
STA. 13+00 TO STA. P.O.E



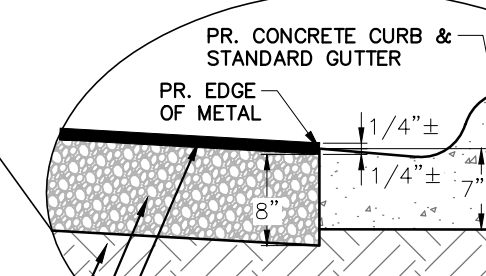
## PROPOSED SUPER-ELEVATED PAVEMENT SECTION

N.T.S.  
ABBEY STREET  
APPLIES TO: STA. 0+25 TO STA. 2+00



## TYPICAL DETAIL

TYP. FOR ALL STREETS

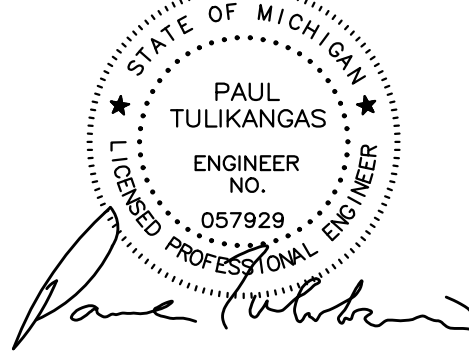


## TYPICAL DETAIL

TYP. FOR ALL STREETS



SEAL



PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)



The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

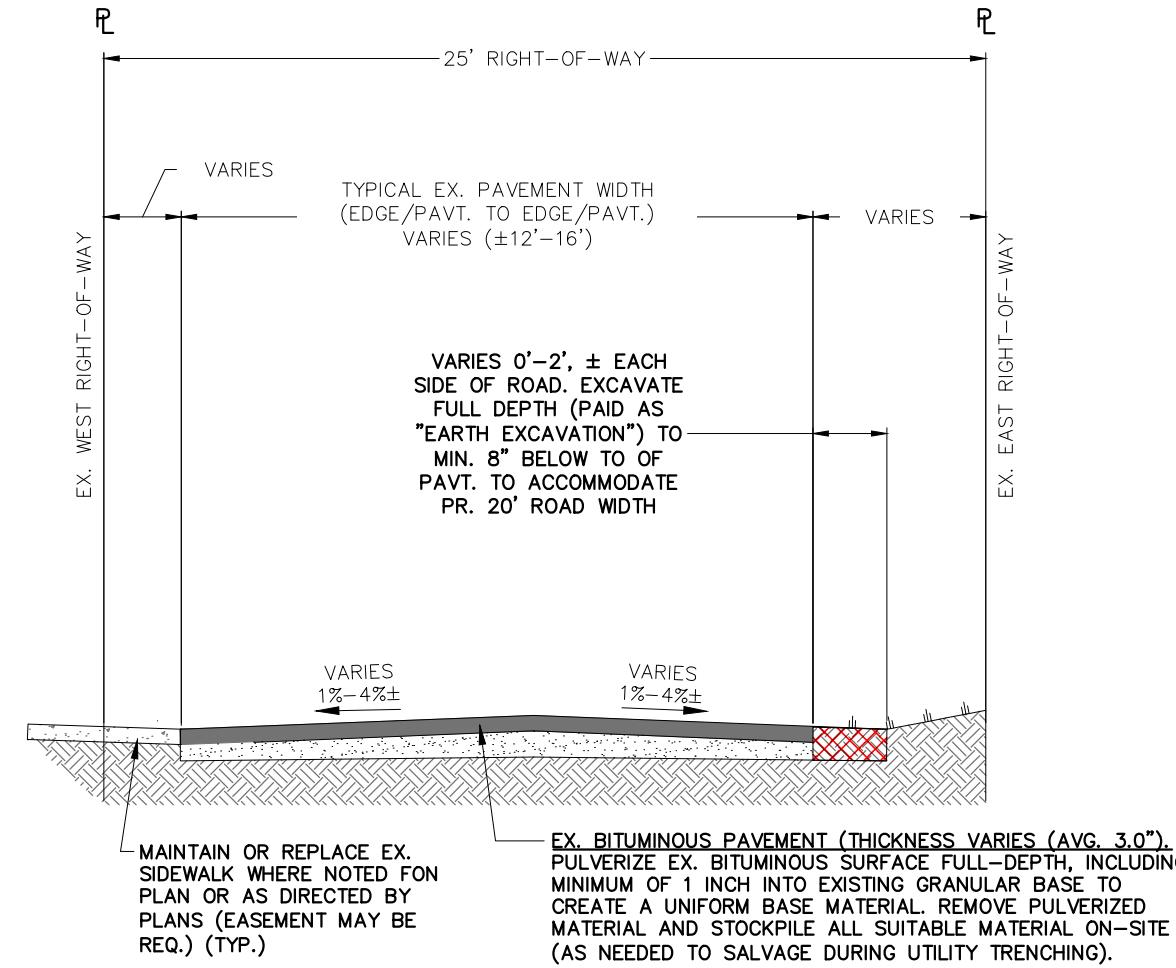
PROJECT LOCATION  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Existing and Proposed  
Road Cross-Sections



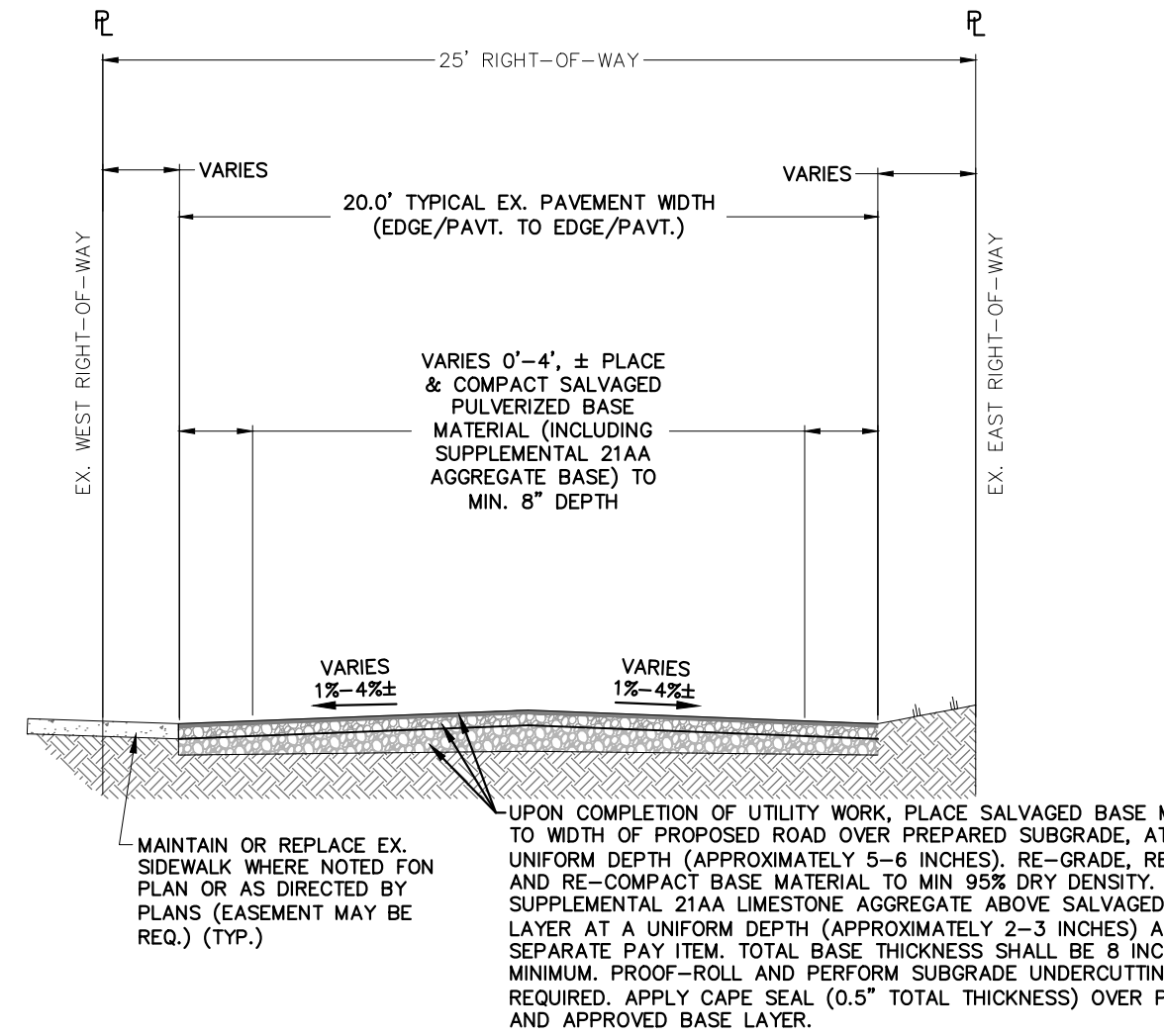
| DATE     | ISSUED/REVISED |
|----------|----------------|
| 10-25-24 | ISSUED SURVEY  |
| 02-12-25 | CITY REVIEW    |
| 02-20-25 | BIDS           |
| 03-04-25 | ADDENDUM 2     |
| 04-10-25 | ADDENDUM 3     |

DRAWN BY:  
L. Gross  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
P. Tulikangas  
DATE:  
February 20, 2024  
SCALE: N.T.S.



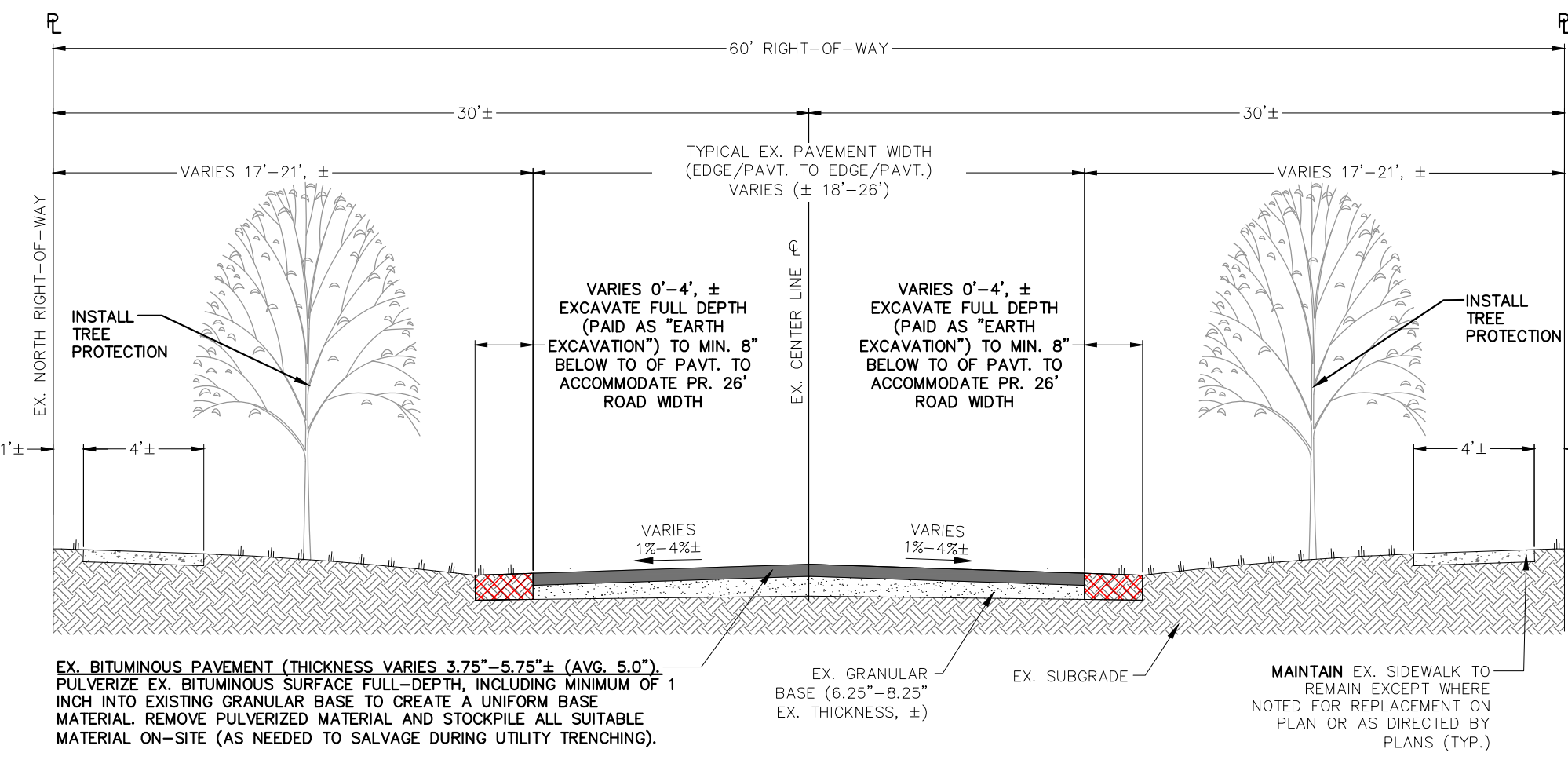
EXISTING BITUMINOUS PAVEMENT SECTION

N.T.S.  
TWIN OAKS LANE  
APPLIES TO: STA. P.O.B. TO STA. P.O.E



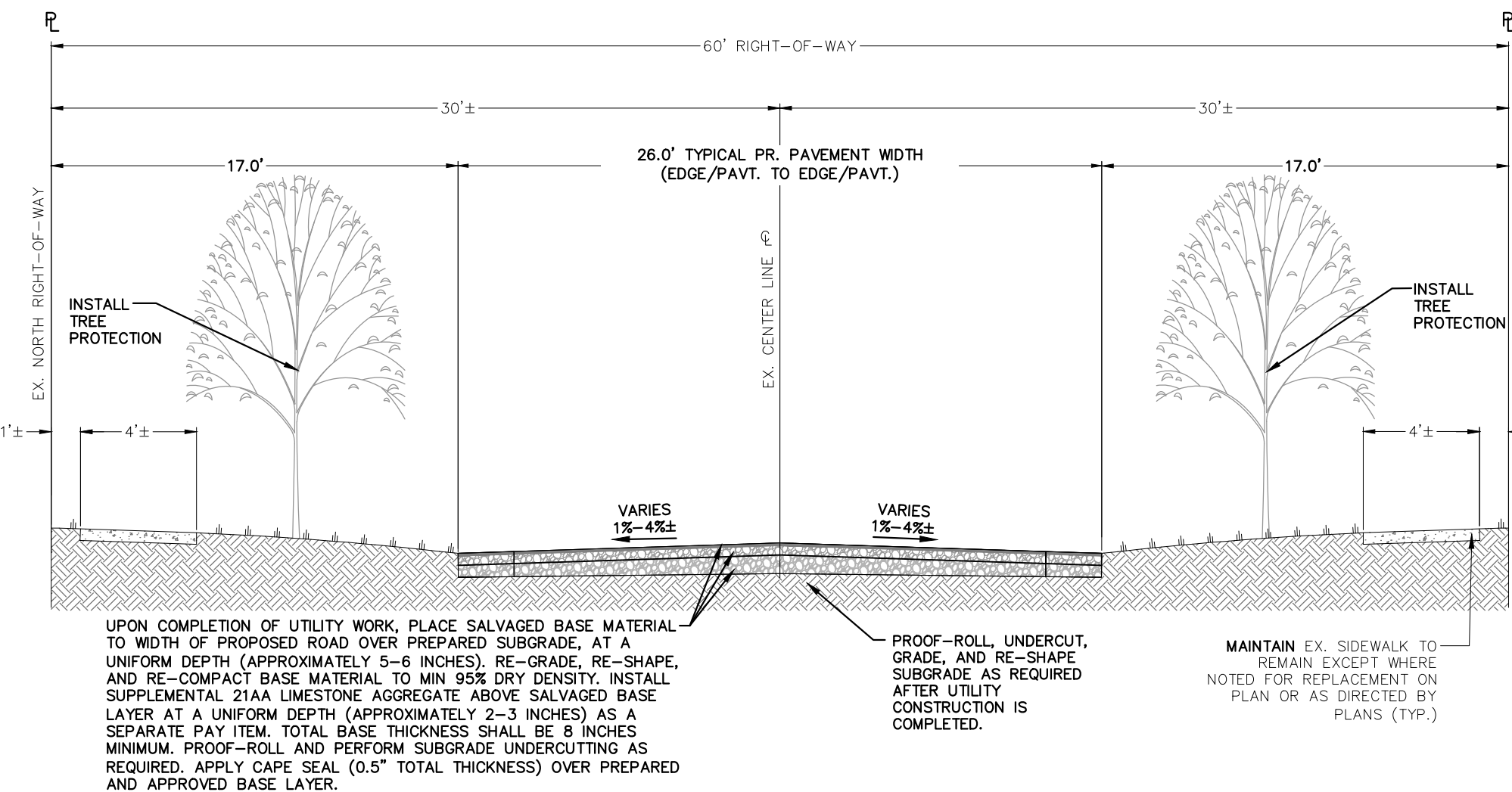
EXISTING BITUMINOUS PAVEMENT SECTION

N.T.S.  
WIMBLETON DRIVE  
APPLIES TO: STA. P.O.B. TO STA. P.O.E



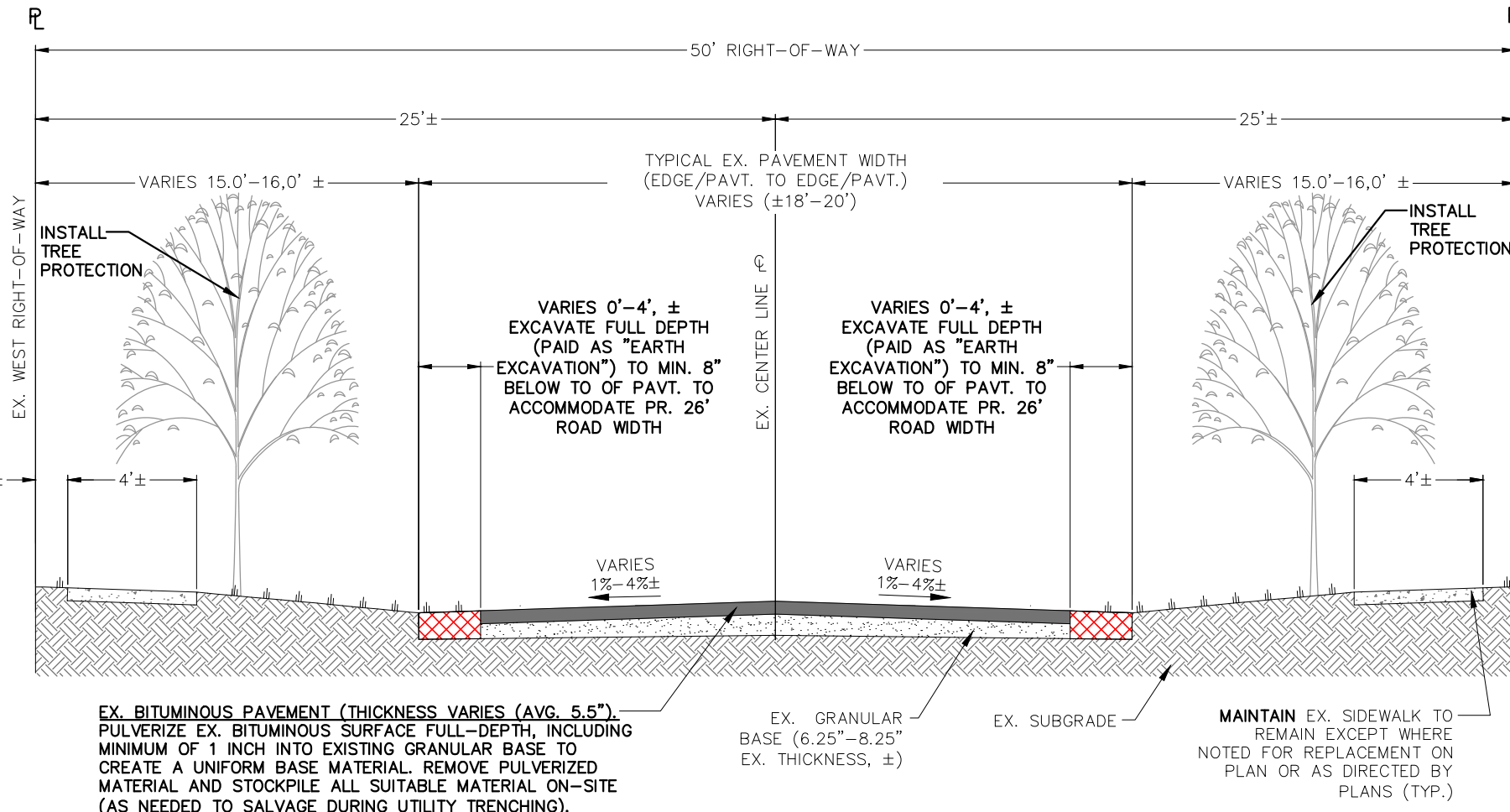
EXISTING BITUMINOUS PAVEMENT SECTION

N.T.S.  
WIMBLETON DRIVE  
APPLIES TO: STA. P.O.B. TO STA. P.O.E



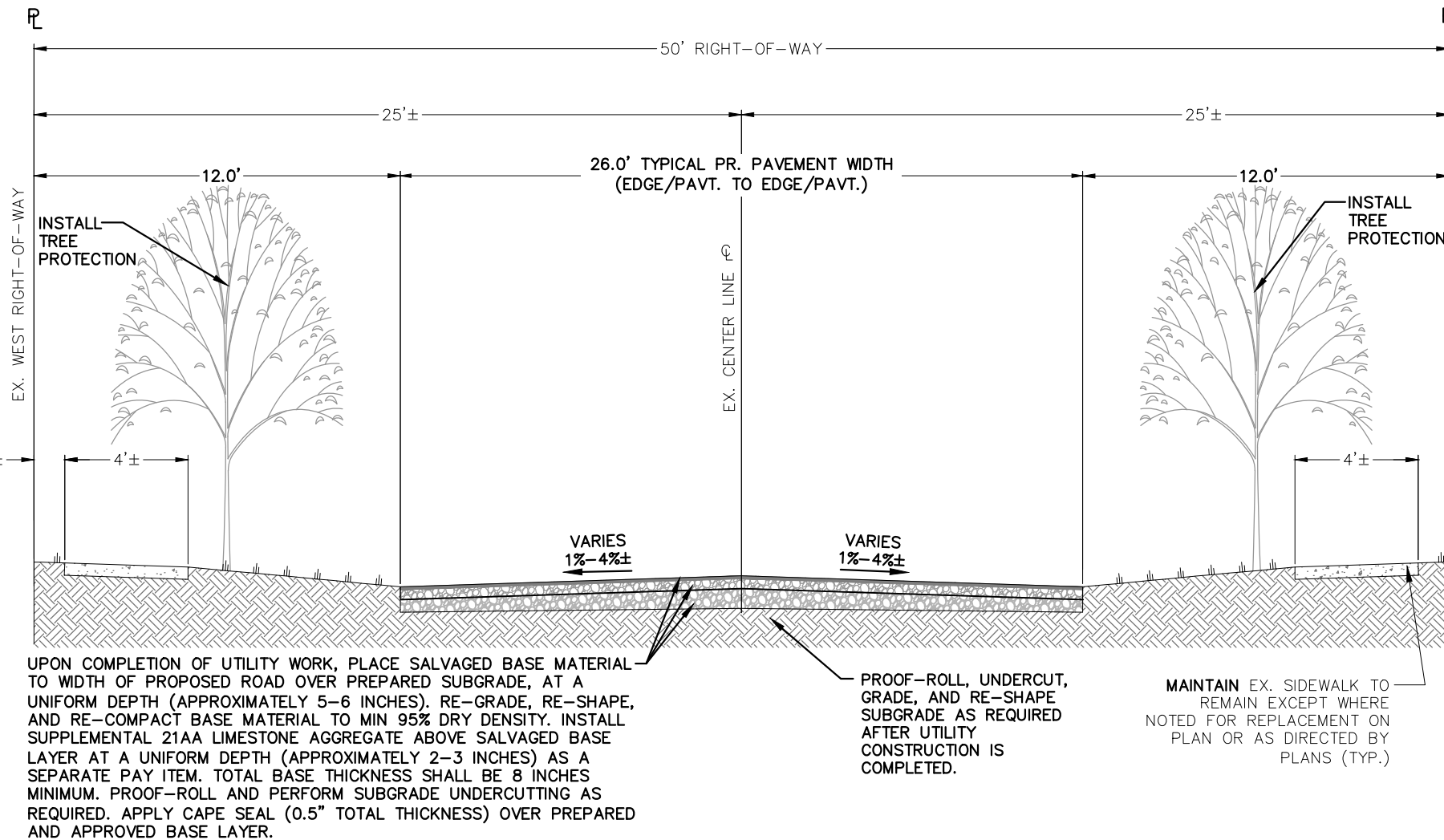
PROPOSED BITUMINOUS PAVEMENT SECTION

N.T.S.  
WIMBLETON DRIVE  
APPLIES TO: STA. P.O.B. TO STA. P.O.E



EXISTING BITUMINOUS PAVEMENT SECTION

N.T.S.  
ABBEE STREET  
APPLIES TO: STA. P.O.B. TO STA. P.O.E



PROPOSED BITUMINOUS PAVEMENT SECTION

N.T.S.  
ABBEE STREET  
APPLIES TO: STA. P.O.B. TO STA. P.O.E

## SUBGRADE UNDERCUTTING AND PREPARATION

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ANY AREAS OF UNDERCUTTING THAT RESULT IN ADDITIONAL OR EXTRA WORK BECAUSE THEY COULD NOT BE IDENTIFIED BY THE CONTRACTOR'S PRE-BID SITE OBSERVATION OR ARE NOT SET FORTH IN THE PLANS AND SPECIFICATIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE ANY EXTRA WORK IS PERFORMED. THE CONTRACTOR SHALL MAKE A REQUEST FOR ANY ADDITIONAL COMPENSATION FOR THE UNDERCUTTING IN WRITING AND THE REQUEST SHALL CONFORM TO THE CONTRACT'S CHANGE ORDER PROVISIONS.

## STRUCTURE BACKFILL

STRUCTURAL BACKFILL SHALL BE PLACED IN CONFORMANCE WITH THE PROJECT PLANS, SPECIFICATIONS, TRENCH BACKFILL SHALL ALSO BE INSTALLED IN CONFORMANCE WITH THE COMMUNITY REQUIREMENTS OR AGENCY/UTILITY GOVERNING SAID TRENCH CONSTRUCTION. IN THE CASE OF CONFLICTING REQUIREMENTS, THE MORE STRINGENT SHALL APPLY.

## TRENCH BACKFILL

TRENCH BACKFILL SHALL BE PLACED IN CONFORMANCE WITH THE PLANS AND/OR SPECIFICATIONS. TRENCH BACKFILL SHALL ALSO BE INSTALLED IN CONFORMANCE WITH THE COMMUNITY REQUIREMENTS OR AGENCY/UTILITY GOVERNING SAID TRENCH CONSTRUCTION. IN THE CASE OF CONFLICTING REQUIREMENTS, THE MORE STRINGENT SHALL APPLY.

## EARTH BALANCE / GRADING

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THE SITE EARTHWORK BALANCES OR NOT. ANY EXCESS CUT MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR. IN A LIKE MANNER, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IMPORT APPROVED FILL MATERIAL AND PLACE IT AS REQUIRED TO ATTAIN THE SITE GRADE AND COMPACTION REQUIREMENTS PER THE ENGINEER'S PLAN AND ALL APPLICABLE GOVERNMENTAL STANDARDS. THE ENGINEER AND OWNER MAKE NO REPRESENTATION AS TO THE QUANTITIES THAT MAY BE NEEDED TO CREATE A BALANCED EARTHWORK CONDITION OR THAT THE SITE EARTHWORK IS BALANCED.

## SOIL EROSION / SEDIMENTATION CONTROL

THE CONTRACTOR SHALL OBTAIN THE REQUIRED SOIL EROSION PERMIT AND SATISFY ALL REGULATORY REQUIREMENTS FOR CONTROLLING SOIL EROSION AND SEDIMENT TRANSPORT. THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR INSPECTION OR APPROVAL OF THE CONTRACTOR'S WORK IN CONNECTION WITH SATISFYING THE SOIL EROSION PERMIT REQUIREMENTS UNLESS SPECIFICALLY STATED IN THE CONTRACT DOCUMENTS.

## MEANS AND METHODS FOR PIPE CONSTRUCTION

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEANS AND METHODS FOR CONSTRUCTING THE UNDERGROUND PIPE SYSTEMS PROPOSED ON THE PLANS, INCLUDING BUT NOT LIMITED TO THE NEED FOR SHORING/BRACING OF TRENCHES, DEWATERING OF TRENCHES, SCHEDULING THE WORK AT OFF PEAK HOURS, AND/OR MAINTAINING EXISTING FLOWS THAT MAY BE ENCOUNTERED VIA PUMPING, BY-PASS PIPING OR OTHER MEANS. THE CONTRACTOR SHALL NOT BE PAID ANY ADDITIONAL COMPENSATION TO IMPLEMENT ANY MEANS AND METHODS TO SATISFACTORILY COMPLETE THE CONSTRUCTION.

## PAVEMENT REMOVAL

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE THICKNESS OF THE PAVEMENT REMOVAL. PAVEMENT CORE SAMPLES ARE FOR INFORMATIONAL PURPOSES ONLY AS TO THE THICKNESS OF THE PAVEMENT AT THE LOCATION OF THE SAMPLE. THE OWNER AND ENGINEER MAKE NO REPRESENTATION, WARRANTY OR GUARANTY THAT THE SAMPLES ACCURATELY REFLECT THE PAVEMENT THICKNESS ON THE PROJECT.

## MAINTENANCE OF TRAFFIC

DURING THE PROGRESS OF THE WORK THE CONTRACTOR SHALL ACCOMMODATE BOTH VEHICULAR AND PEDESTRIAN TRAFFIC IN THE ROAD RIGHTS OF WAY. THE CONTRACTOR'S EQUIPMENT AND OPERATIONS ON PUBLIC STREETS SHALL BE GOVERNED BY ALL APPLICABLE LOCAL, COUNTY AND STATE ORDINANCES, REGULATIONS AND LAWS. THE CONTRACTOR SHALL OBTAIN AND SATISFY ANY AND ALL PERMIT REQUIREMENTS BY THE LOCAL, COUNTY AND STATE GOVERNMENTAL AGENCIES.

IN ADDITION, WHERE THE WORK REQUIRES THE CLOSURE OF ONE OR MORE LANES OR IS WITHIN THE INFLUENCE OF THE ROAD OR PEDESTRIAN RIGHT OF WAY, THE CONTRACTOR SHALL PROVIDE ALL SIGNS, BARRICADES, FLAG PERSONS AND OTHER TRAFFIC CONTROL MEASURES AS REQUIRED BY MDOT, THE COUNTY, OR THE COMMUNITY HAVING JURISDICTION OF THE ROAD AND IN CONFORMANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

COMPENSATION FOR TRAFFIC CONTROL SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE(S) UNLESS SPECIFIC TRAFFIC CONTROL ITEMS ARE INCLUDED IN THE ACCEPTED BID PROPOSAL.

## IRRIGATION

THE CONTRACTOR SHALL MAINTAIN OR REPAIR ANY EXISTING IRRIGATION SYSTEMS WITHIN THE PROJECT AREA UNLESS THE DRAWINGS CALL FOR THE IRRIGATION SYSTEM TO BE REMOVED. THE OWNER AND NFE MAKE NO REPRESENTATIONS, WARRANTY OR GUARANTY AS TO THE LOCATION OF THE IRRIGATION SYSTEM. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT THE IRRIGATION SYSTEM DURING CONSTRUCTION ACTIVITIES. COMPENSATION FOR MAINTAINING OR REPAIRING EXISTING IRRIGATIONS SYSTEMS SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE(S) UNLESS SPECIFIC IRRIGATION SYSTEM REPAIR ITEMS ARE INCLUDED IN THE ACCEPTED BID PROPOSAL.

## SUB-SOIL CONDITIONS

ANY SOIL BORING PROVIDED BY THE OWNER AND/OR ENGINEER IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THIS INFORMATION IS NOT OFFERED AS EVIDENCE OF GROUND CONDITIONS THROUGHOUT THE PROJECT AND ONLY REFLECT THE GROUND CONDITIONS AT THE LOCATION OF THE BORING ON THE DATE THEY WERE TAKEN.

THE ACCURACY AND RELIABILITY OF THE SOIL LOGS AND REPORT ARE NOT WARRANTED OR GUARANTEED IN ANY WAY BY THE OWNER OR ENGINEER AS TO THE SUB-SOIL CONDITIONS FOUND ON THE SITE. THE CONTRACTOR SHALL MAKE THEIR OWN DETERMINATION AND SUB-SOIL INVESTIGATION AND SECURE OTHER SUCH INFORMATION AS THE CONTRACTOR CONSIDERS NECESSARY TO DO THE WORK PROPOSED AND IN PREPARATION OF THEIR BID.

## UTILITIES

AT LEAST 72 HOURS (3 WORKING DAYS) PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY MISS DIG AND THE LOCAL COMMUNITY (WHERE APPLICABLE) TO STAKE LOCATIONS OF EXISTING UTILITIES.

THE CONTRACTOR SHALL EXPOSE AND VERIFY EXISTING UTILITIES FOR LOCATION, SIZE, DEPTH, MATERIAL AND CONFIGURATION PRIOR TO COMMENCING WORK. ANY FIELD CHANGES OF THE PROPOSED UTILITIES SHALL BE APPROVED BY THE OWNER AND ENGINEER BEFORE THE WORK IS DONE.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY EXISTING UTILITIES WHICH DO NOT MATCH THE PLANS AND SPECIFICATIONS PRIOR TO COMMENCING WORK. ANY FIELD CHANGES OF THE PROPOSED UTILITIES SHALL BE APPROVED BY THE OWNER AND ENGINEER BEFORE THE WORK IS DONE.

THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE. ANY SERVICE OR UTILITY DAMAGED OR REMOVED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE EXPENSE OF THE CONTRACTOR, IN CONFORMANCE WITH THE REQUIREMENTS OF THE UTILITY COMPANY PROVIDER.

## DAMAGE TO PRIVATE PROPERTY

ALL SIDEWALKS, DRIVEWAYS, LAWNS, FENCING, TREES, SHRUBS, SPRINKLERS, LANDSCAPING, ETC., THAT ARE DAMAGED DURING CONSTRUCTION MUST BE REPAIRED OR REPLACED, IN KIND OR BETTER, BY THE CONTRACTOR. ALL STREET SIGNS, MAIL BOXES, ETC., REMOVED SHALL BE REPLACED IN KIND OR BETTER, BY THE CONTRACTOR. ALL THE REPAIRS OR REPLACEMENTS DUE TO THE CONTRACTOR'S WORK ARE TO BE INCLUDED IN THE CONTRACT PRICE(S) AND SHALL NOT BE AN EXTRA TO THE CONTRACT.

THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM ADJACENT PROPERTY OWNERS PRIOR TO ENTERING UPON ANY ADJOINING PROPERTIES, UNLESS OFFSITE PERMITS HAVE ALREADY BEEN OBTAINED BY THE OWNER AND ARE PART OF THE CONTRACT DOCUMENTS.

## DEWATERING OF TRENCH AND EXCAVATIONS

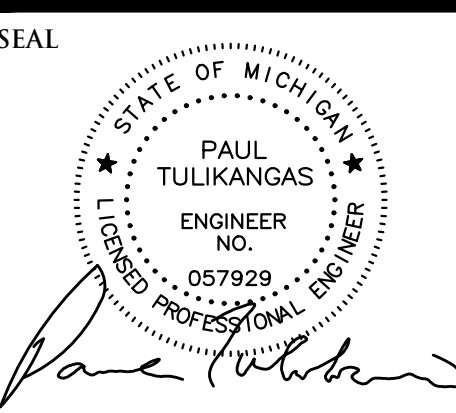
IF NOT SPECIFICALLY PROVIDED FOR IN THE CONSTRUCTION DESIGN DOCUMENTS, THE DESIGN OR QUALITATIVE ANALYSIS OF GROUND WATER DEWATERING SYSTEMS IS BEYOND THE SCOPE OF DESIGN FOR THESE DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING AND PROVIDING APPROPRIATE EXCAVATION DEWATERING SYSTEMS FOR USE DURING CONSTRUCTION.

THE DEWATERING METHOD SELECTED BY THE CONTRACTOR WILL NOT ADVERSELY AFFECT ADJACENT PAVEMENTS OR STRUCTURES PRIOR TO BEGINNING DEWATERING CONDITIONS. MEANS AND METHODS OF DEWATERING ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF DEWATERING WILL BE CONSIDERED INCLUDED IN THE WORK OF CONSTRUCTING THE UNDERGROUND UTILITIES UNLESS SPECIFICALLY INDICATED OTHERWISE.

## BY-PASS PUMPING

FROM TIME TO TIME IT MAY BE NECESSARY FOR THE CONTRACTOR TO BY-PASS PUMP TO COMPLETE THE WORK INDICATED ON THE PLANS. THE COST OF BY-PASS PUMPING, THE METHODS, EQUIPMENT AND MEANS OF PROVIDING THAT WORK ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE CONSIDERED PART OF THE WORK WHETHER SPECIFICALLY CALLED OUT ON THE PLANS OR NOT.





PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT

BIRMINGHAM  
A WALKABLE CITY

The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Advanced Warning  
Signage & Detour Plan



| DATE     | ISSUED/REVISED |
|----------|----------------|
| 10-25-24 | ISSUED SURVEY  |
| 02-12-25 | CITY REVIEW    |
| 02-20-25 | BIDS           |
| 03-04-25 | ADDENDUM 2     |

DRAWN BY:  
L. Gross

DESIGNED BY:  
P. Tulikangas

APPROVED BY:  
P. Tulikangas

DATE:  
February 20, 2025

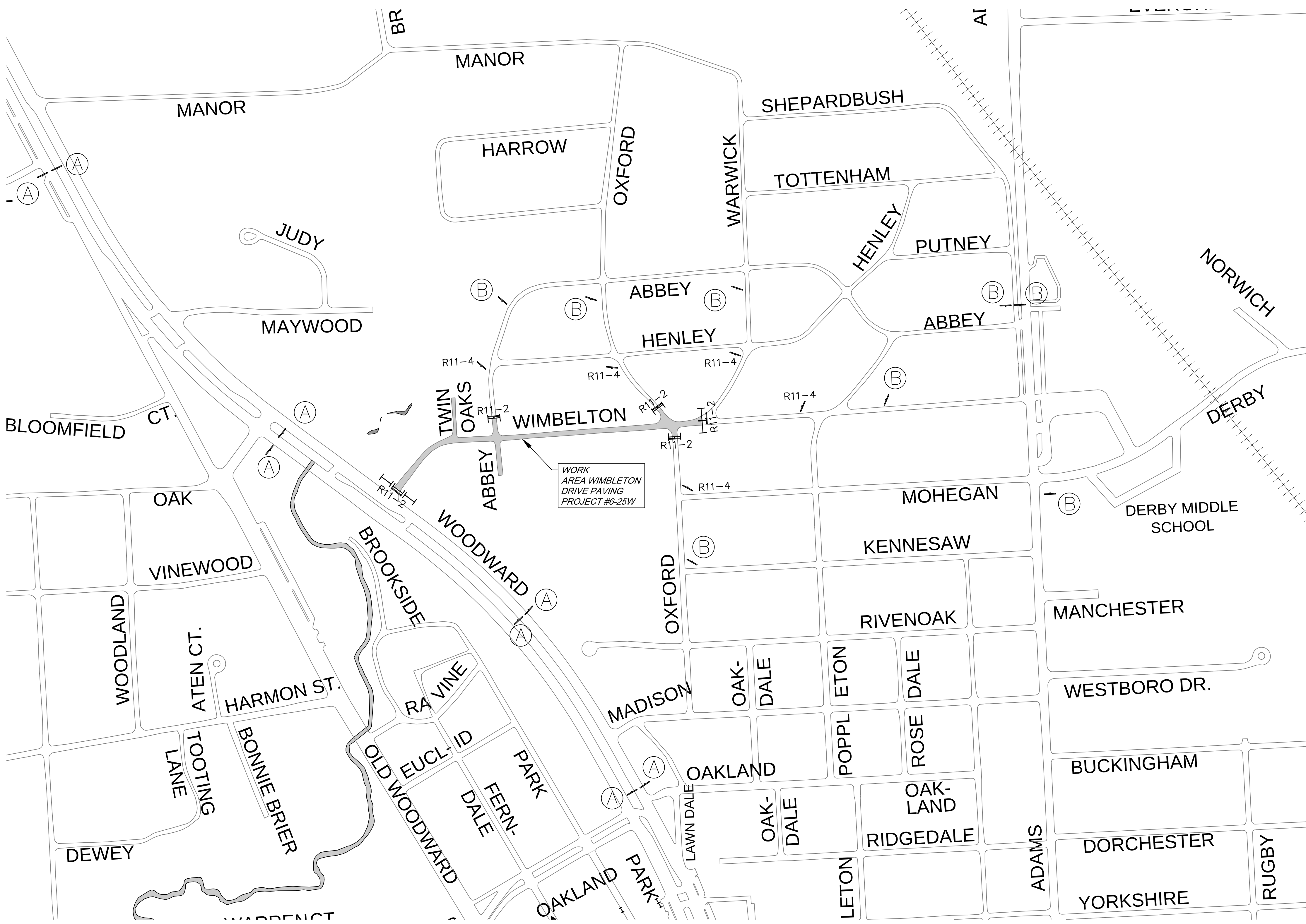
SCALE: N.T.S.

WIMBLETON CLOSED  
NO ACCESS FROM WOODWARD  
SEEK ALTERNATE ROUTE

36"x72" ADVANCE WARNING SIGN "A"  
BLACK LEGEND ON ORANGE BACKGROUND

WIMBLETON CLOSED OXFORD TO  
WOODWARD - SEEK ALTERNATE  
ROUTE

36"x72" ADVANCE WARNING SIGN "B"  
BLACK LEGEND ON ORANGE BACKGROUND



SYMBOL KEY

|  |                       |
|--|-----------------------|
|  | TYPE III BARRICADES   |
|  | ADVANCED WARNING SIGN |

| SPECIAL ADVANCED WARNING SIGN QUANTITIES |                                                                   |         |          |
|------------------------------------------|-------------------------------------------------------------------|---------|----------|
| DESIGNATION                              | DESCRIPTION                                                       | SIZE    | QUANTITY |
| SIGN "A"                                 | WIMBLETON CLOSED - NO ACCESS FROM WOODWARD - SEEK ALTERNATE ROUTE | 36"x72" | 4        |
| SIGN "B"                                 | WIMBLETON CLOSED TO WOODWARD - SEEK ALTERNATE ROUTE               | 36"x72" | 8        |

| OTHER ADVANCED WARNING SIGN QUANTITIES AS SHOWN |                              |         |          |
|-------------------------------------------------|------------------------------|---------|----------|
| DESIGNATION                                     | DESCRIPTION                  | SIZE    | QUANTITY |
| R11-2                                           | ROAD CLOSED                  | 60"x30" | 5        |
| R11-4                                           | ROAD CLOSED FOR THRU TRAFFIC | 60"x30" | 5        |

- NOTES
- TRAFFIC CONTROL IS A LUMP SUM CONTRACT PAY ITEM, AND SHALL INCLUDE ALL TRAFFIC CONTROL DEVICES, SIGNS, AND MANPOWER LABOR AS REQUIRED TO ADEQUATELY AND SAFELY MAINTAIN TRAFFIC CONTROLS THROUGHOUT THE DURATION OF THE PROJECT. THE DIAGRAM, SIGN DETAILS, AND QUANTITIES PROVIDED HEREIN ARE FOR GENERAL GUIDANCE AND NOT INTENDED TO BE ALL INCLUSIVE OF TRAFFIC CONTROLS WHICH WILL BE REQUIRED TO BE PROVIDED BY THE CONTRACTOR FOR THE ENTIRE PROJECT.
  - PLACE TRAFFIC CONTROL DEVICES AS SPECIFIED, OR AS OTHERWISE DIRECTED BY THE CITY OF BIRMINGHAM, INCLUDING ADVANCE WARNING SIGNS AND BARRICADES NOT SPECIFIED ON THIS DIAGRAM. CONTRACTOR/INSPECTOR MUST ACCOMPANY SIGN SUBCONTRACTOR DURING PLACEMENT OF SIGNS THROUGHOUT VARIOUS TRAFFIC CONTROL CHANGES.
  - ALL SIGNS AND BARRICADING SHALL BE IN ACCORDANCE WITH CURRENT M.U.T.C.D. AND M.D.O.T. SPECIFICATIONS AND TRAFFIC TYPICALS, INCLUDING PLACEMENT OF ADDITIONAL REQUIRED SIGNS/BARRICADES NOT DEPICTED ON THESE PLANS TO CONTROL TRAFFIC, LANE CLOSURES, SHIFTS, ETC.
  - ADVANCE WARNING SIGNS AND BARRICADES SHALL REMAIN IN PLACE UNTIL THE NEW ROAD (OR A PORTION THEREOF) IS READY TO BE OPENED FOR TRAFFIC AS DETERMINED BY THE CITY.
  - MAINTAIN SIDEWALKS AND INSTALL & MAINTAIN FENCING & SIGNAGE AS NEEDED TO ENSURE PEDESTRIAN SAFETY. UTILIZE MAINTENANCE AGGREGATE AS REQUIRED.
  - ERECT, REMOVE, AND/OR MAINTAIN ALL ADVANCE WARNING/DETOUR SIGNAGE AS DIRECTED BY THE CITY.
  - TYPE III BARRICADES (LIGHTED) SHALL BE PLACED FOR ALL LANE CLOSURES, AND SHALL INCLUDE A R11-2 OR R11-4 SIGN ON EACH TYPE III BARRICADE WHERE NOTED.
  - ALL SIDEWALK CLOSURES WITHIN CITY LIMITS SHALL HAVE TYPE III BARRICADES AND INCLUDE A SIDEWALK CLOSED SIGN, IF SIDEWALK CLOSURES ARE REQUIRED WITHIN M.D.O.T. RIGHT-OF-WAY ON WOODWARD AVENUE (M-1), TYPE III BARRICADES SHALL BE USED.
  - LOCAL RESIDENT TRAFFIC (TWO-WAY) SHALL TYPICALLY BE MAINTAINED DURING CONSTRUCTION.
  - CONTRACTOR SHALL PROVIDE ADDITIONAL ADVANCED WARNING SIGNAGE TO INDICATE WHEN FULL-WIDTH CLOSURES WILL BE REQUIRED IN ISOLATED WORK AREAS.
  - CONTRACTOR SHALL PROVIDE FLAGGING CONTROL AS REQUIRED THROUGHOUT DURATION OF PROJECT TO MAINTAIN SAFETY FOR ALL ROADS OPENED TO TRAFFIC DURING CONSTRUCTION.

ADVANCED WARNING SIGNAGE PLAN: WIMBLETON DRIVE PAVING PROJECT







GENERAL NOTES

- BRICK PAVERS SHALL BE REMOVED BY MEANS WHICH CAUSE NO DAMAGE TO THE BRICKS. BRICKS SHALL BE DELIVERED TO CITY OF BIRMINGHAM DEPARTMENT OF SERVICES AS DIRECTED BY THE ENGINEER.
- ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT FULL DEPTH.
- ANY GRAVEL REPLACEMENT NECESSARY FOR REGRADING DRIVEWAYS SHALL BE CONSIDERED INCLUDED IN THE COST OF CONCRETE DRIVE APPROACH.
- ALL TREES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED DURING CONSTRUCTION. WHERE NECESSARY, TREE ROOTS SHALL BE CUT CLEANLY. AT NO TIME WILL RIPPING OR TEARING OF TREE ROOTS BE ACCEPTABLE.
- ALL DRIVEWAYS (BEHIND THE SIDEWALK) SHALL BE REPAIRED WITH A CROSS SECTION WHICH MATCHES THE EXISTING IN THICKNESS, OR A MINIMUM 4.0" BITUMINOUS MIXTURE No. 13A. IF THE EXISTING DRIVEWAY IS GREATER THAN 4.0" IN DEPTH, THE THICKNESS OF THE BITUMINOUS MIXTURE No. 13A SHALL BE ADJUSTED TO MAKE UP THE DIFFERENCE.
- UNLESS OTHERWISE SHOWN, PROPOSED GRADES IN PROFILE ARE TOP OF CURB GRADES.
- ROCKS, OR OTHER MISC. DEBRIS WHICH ARE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE, UNLESS DIRECTED OTHERWISE FROM THE CITY.
- THE PAY ITEM "ADJUST STRUCTURE COVER" APPLIES ONLY TO PRE-EXISTING STRUCTURES TO BE ADJUSTED TO PROPOSED GRADES AS PART OF CONSTRUCTION.
- IF THE CONTRACTOR HAS MULTIPLE CREWS WORKING THAT REQUIRES MULTIPLE CITY INSPECTORS ON A GIVEN WORK DAY, THE PAY ITEM "INSPECTOR CREW DAYS" SHALL BE MULTIPLIED BY THE CORRESPONDING NUMBER OF INSPECTORS REQUIRED DURING SAID WORK DAY.

PAVING NOTES

- PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

|                    |                                                                                                                                                                                                                          |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONCRETE ROAD:     | BASE COURSE - 21AA CRUSHED LESTONE AGGREGATE (6" THICK)<br>MIX - PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), TO COMPLY WITH MDOT 3500HP REQUIREMENTS.                                                                       |
| CONCRETE FLATWORK: | PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1.5 TO 3 INCHES. COMPLY WITH MDOT 3500 REQUIREMENTS. |

ALL CONCRETE PAVEMENT AND FLATWORK MIXES USED ON THIS PROJECT SHALL COMPLY WITH A MINIMUM GROUND GRANULATED BLAST-FURNACE SLAG (GGBFS) SUBSTITUTION OF TWENTY-FIVE (25) PERCENT SUBJECT TO SEASONAL LIMITATIONS PER THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION.

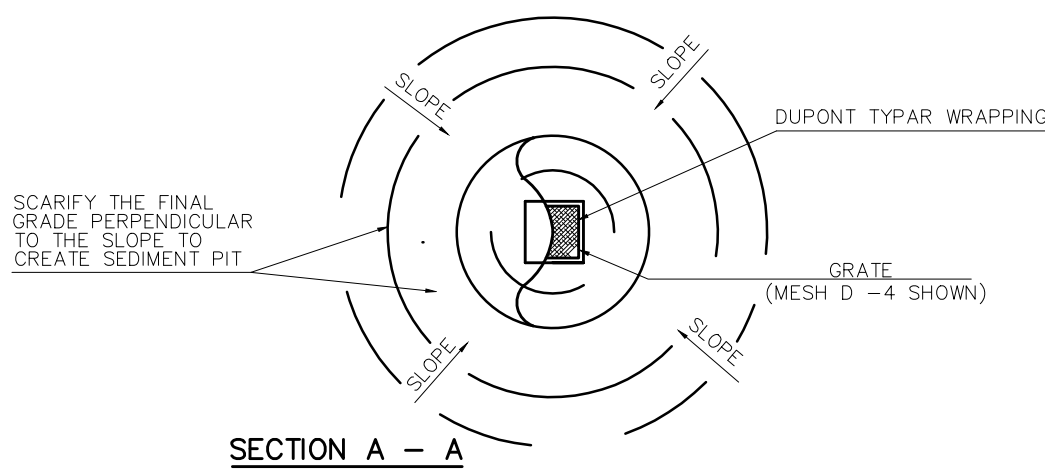
|                   |                                                                                             |
|-------------------|---------------------------------------------------------------------------------------------|
| ASPHALT:          | BASE COURSE - 21AA CRUSHED LESTONE AGGREGATE (6" THICK)                                     |
| SURFACE COURSES:  | ASPHALT ROAD - MDOT HMA MIXTURE NO. 5EML (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD) |
| LEVELING COURSES: | ASPHALT ROAD - MDOT HMA MIXTURE NO. 4EML (MAX. APPLICATION RATE 330 POUNDS PER SQUARE YARD) |
| REPAIR AREAS -    | BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD                              |
- PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
- ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
- ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT Poured RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.
- ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2003 EDITION.
- ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
- ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
- CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
- FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.
- EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS (INCLUDED IN PAVING WORK).
- EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
- SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
- ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
- FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
- R.A.P. NOT ALLOWED IN SURFACE / TOP COURSE OF ASPHALT.

WATER MAIN NOTES

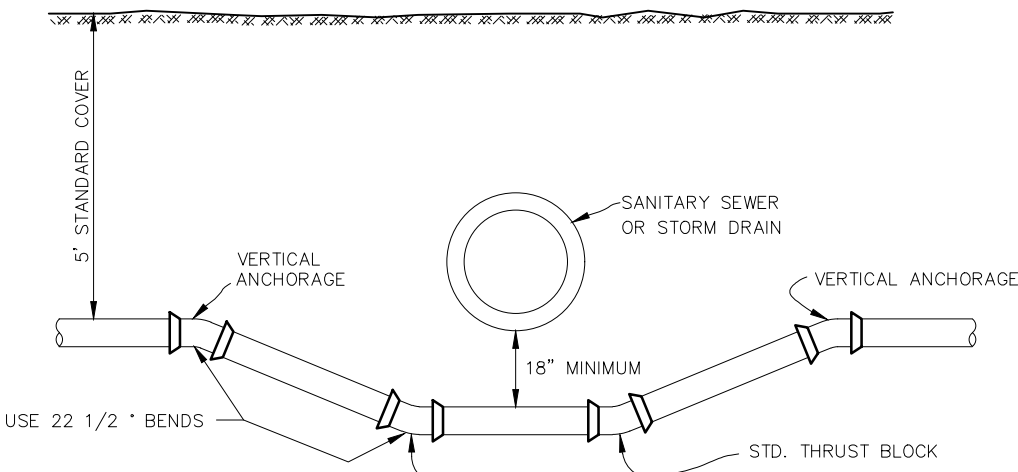
- ALL WATER MAINS 4" AND LARGER SHALL BE DUCTILE IRON PIPE THICKNESS CLASS 52, WITH PUSH ON TYPE JOINTS PER CITY REQUIREMENTS.
- NEW WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 5.5 FEET OF COVER. EXCEPTIONS WILL BE ALLOWED WHEN NECESSARY TO CONNECT TO EXISTING MAIN OR WHEN AUTHORIZED BY THE ENGINEER.
- KNOWN WATER SERVICES BASED ON FIELD INFORMATION OR CITY RECORDS ARE SHOWN ON THE PLANS. AS FOLLOWS: "C" = COPPER, "I" = LEAD AND "W.S." = WATER SERVICE TYPE UNKNOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING ALL EXISTING SERVICES TO THE NEW MAIN AFTER IT HAS BEEN APPROVED FOR USE.
- COAT ALL BOLTS ON MECHANICAL FITTINGS WITH TAR.
- HYDRANT CONNECTION TO CONSIST OF 6" DUCTILE IRON PIPE, 6" GATE VALVE AND BOX, AND HYDRANT. HYDRANT SHALL BE EAW MODEL 58R WITH 6" MECHANICAL JOINT INLET, TWO PUMPER INLETS, ALL OPENING LEFT, 5'-6" TRENCH, PLUGGED DRAIN AND BLOCK BOLTS.
- INSTALL GATE VALVE AS CLOSE TO HYDRANT AS PRACTICABLE.
- GATE VALVES 4" AND LARGER MAY BE MUELLER BRAND SPECIFIED, OR APPROVED EQUIVALENT. ALL MATERIALS RELATIVE TO WATER SERVICE CONNECTIONS SHALL BE MUELLER BRAND.
- IN ABANDONING MAINS, THE FOLLOWING SHALL BE DONE: PLUG ALL OPEN PIPE ENDS WITH MASONRY, DISCONNECT MAINS WHICH ARE TO BE ABANDONED FROM FITTINGS AT LIVE MAINS AND PLUG BLOCK THOSE FITTINGS. FILL MAIN TO BE ABANDONED WITH GROUT OR HYDRAULIC CEMENT.
- WORK INDICATED BY (A) SHALL BE PERFORMED AFTER THE NEW MAINS ARE PLACED IN SERVICE.
- THE LOCATIONS AND TYPES OF SERVICE LEADS IS BASED ON THE BEST AVAILABLE INFORMATION. THE EXACT LOCATION OF SERVICE LEADS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
- WHERE APPLICABLE, THE APPROPRIATE SECTIONS OF EXISTING WATERMAIN SHALL BE SHUTDOWN AND DEPRESSURIZED PRIOR TO A) CUTTING AND REMOVING, B) CUTTING AND INSTALLING PROPOSED TEE CONNECTIONS, C) PERFORMING ANY AND ALL OTHER WORK AROUND/ADJACENT TO HYDRANTS AND ALL OTHER CONNECTIONS, WHILE MEETING AND/OR EXCEEDING APPLICABLE INDUSTRY SAFETY PRECAUTIONS AND MISHA STANDARDS.

STORM SEWER NOTES (where applicable)

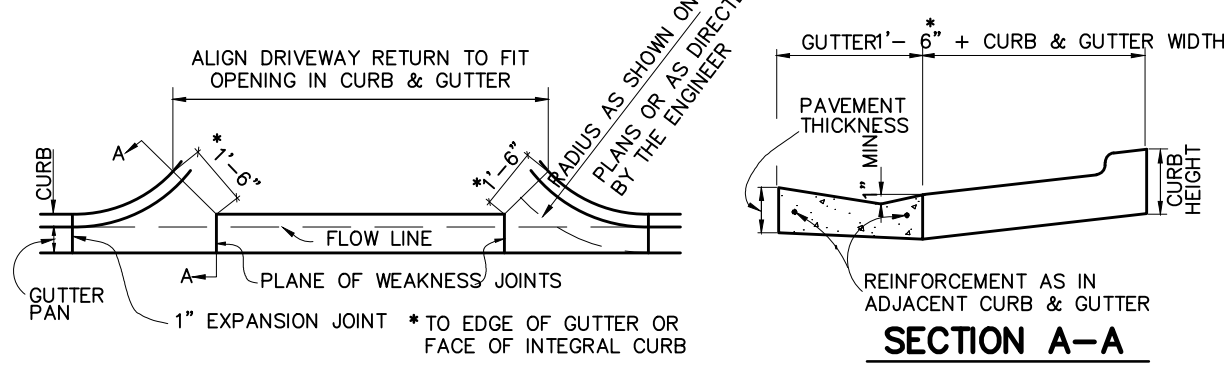
- ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY. THE MUNICIPALITY STANDARD NOTES, DETAILS AND SPECIFICATIONS SHALL BE INCORPORATED AS PART OF THESE PLANS.
- ALL STORM SEWER TRENCHES UNDER OR WITHIN THREE (3) FEET OF EXISTING OR PROPOSED PAVEMENT SHALL BE BACK FILLED WITH MDOT CLASS II MATERIAL (SAND) AND BE MACHINE COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DENSITY. PAVEMENT SHALL INCLUDE PARKING LOTS, DRIVE APPROACHES, 95 CURB & GUTTER AND ADJACENT WALKS.
- ALL STORM SEWER PIPE SHALL BE INSTALLED ON CLASS "B" BEDDING OR BETTER UNLESS OTHERWISE INCLUDED ON THE PLANS.
- STORM SEWER SHALL BE OF THE TYPE, SIZE & CLASS DESIGNATION INDICATED ON THE PLANS AND LIKEWISE BE INSTALLED AT THE PROPOSED LINE & GRADE INDICATED.
- ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM SPECIFICATION C-76 CL IV.
- ALL MAN HOLE, CATCH BASIN, INLET, REAR YARD DRAINAGE STRUCTURES AND COVERS SHALL BE AS INDICATED ON THE PLANS AND CONSTRUCTED IN ACCORDANCE WITH MUNICIPALITY STANDARDS.
- INSTALL TRAPS ON THE FIRST CATCH BASIN (TYPICALLY A 4' DIAMETER STRUCTURE WITH 2' SUMP) THAT IS UPSTREAM OF ITS CONNECTION TO A MAINLINE STORM OR SEWER MANHOLE, TO CAPTURE FLOATABLES AND TO MINIMIZE ESCAPE OF ODOOR.
- THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
- EXACT GRADES AND INVERTS OF PROPOSED STORM SEWER ARE TO BE CHECKED WITH THE FIELD ENGINEER PRIOR AND DURING INSTALLATION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER OF ANY PLAN INCONSISTENCY AND/OR UTILITY CONFLICTS.
- ALL STORM SEWER PIPE JOINTS SHALL BE "PREMIUM JOINT" MODIFIED GROOVED TONGUE (M.G.T.) WITH SYNTHETIC RUBBER GASKETS CONFORMING TO ASTM SPECIFICATION C-443 & C-361, UNLESS OTHERWISE INDICATED ON THE PLANS.
- FACILITY MANUFACTURED PRECAST TEE SECTIONS SHALL BE FOR ROOF DRAINS AND/OR SUMP PUMP LEADS AND LATERALS WHERE INDICATED ON THE PLANS. BLIND TOP CONNECTIONS INTO STORM SEWER WILL NOT BE PERMITTED BY BREAKING PIPE WALL.
- THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL SITE INSPECTIONS.



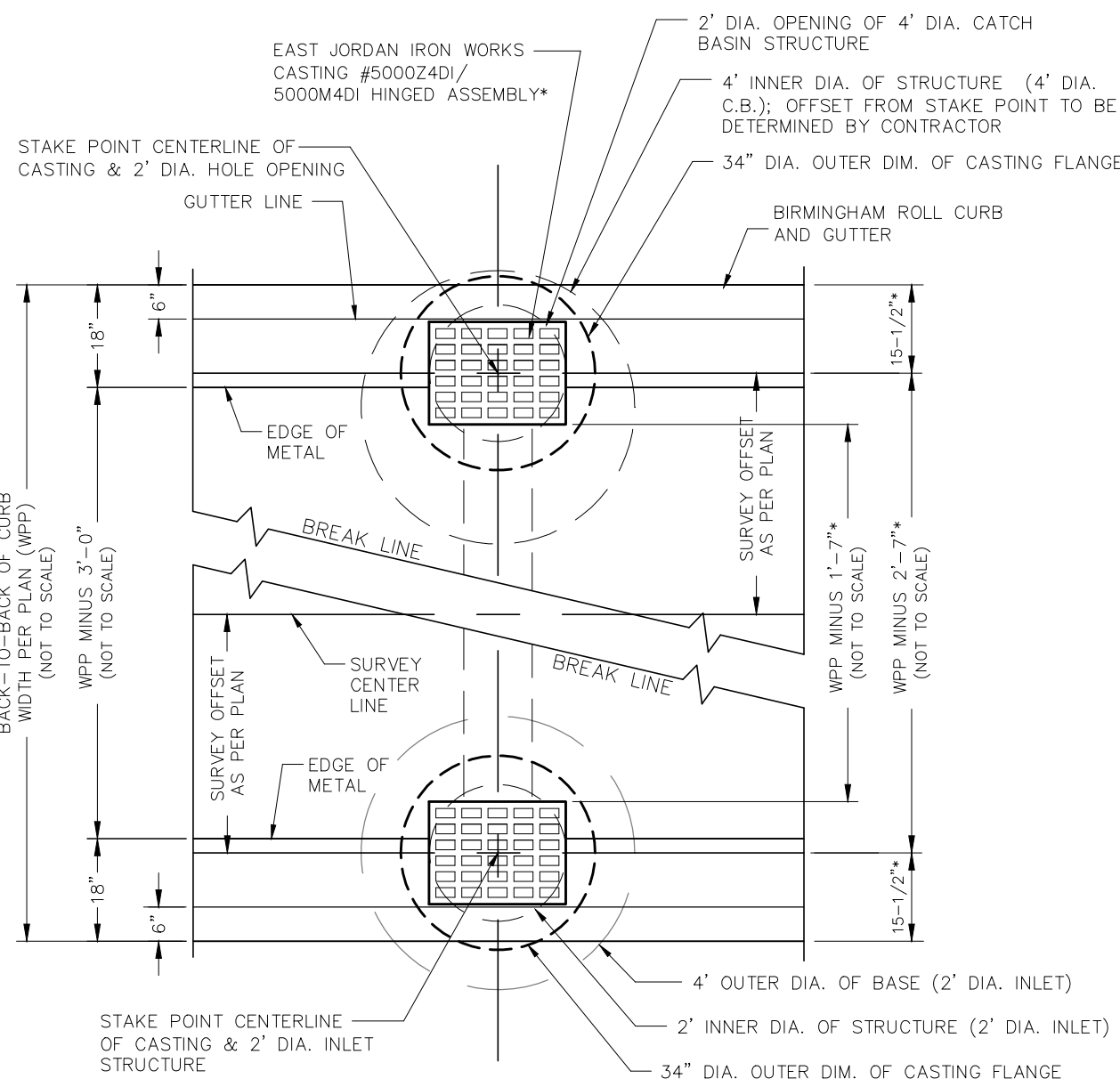
LOW POINT INLET FILTER & SEDIMENT PIT DETAIL



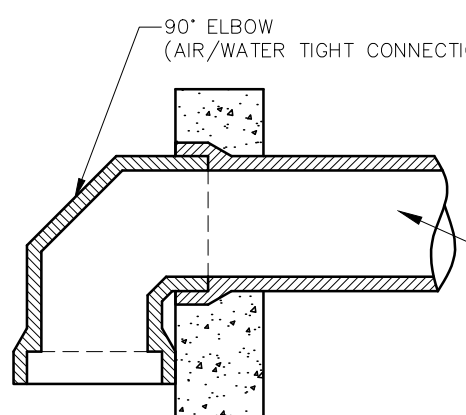
STANDARD SEWER OR STORM CROSSING



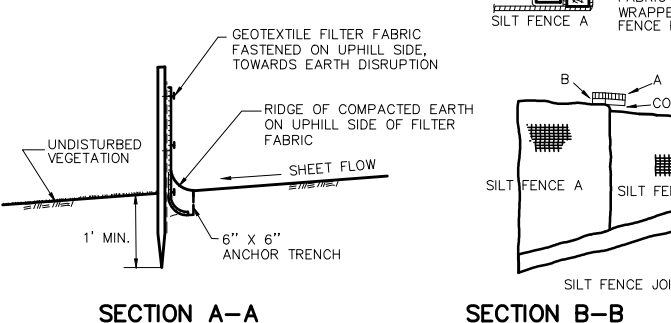
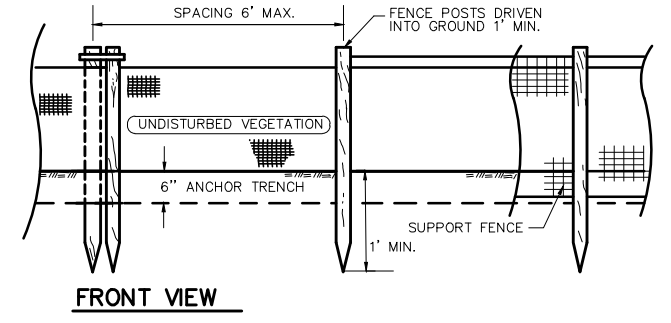
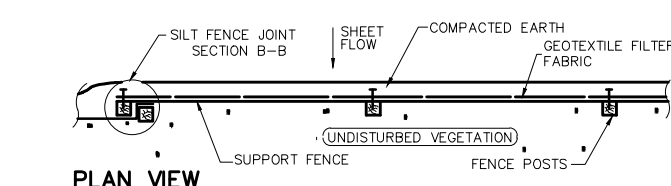
MDOT DRIVEWAY OPENING DETAIL 'M'



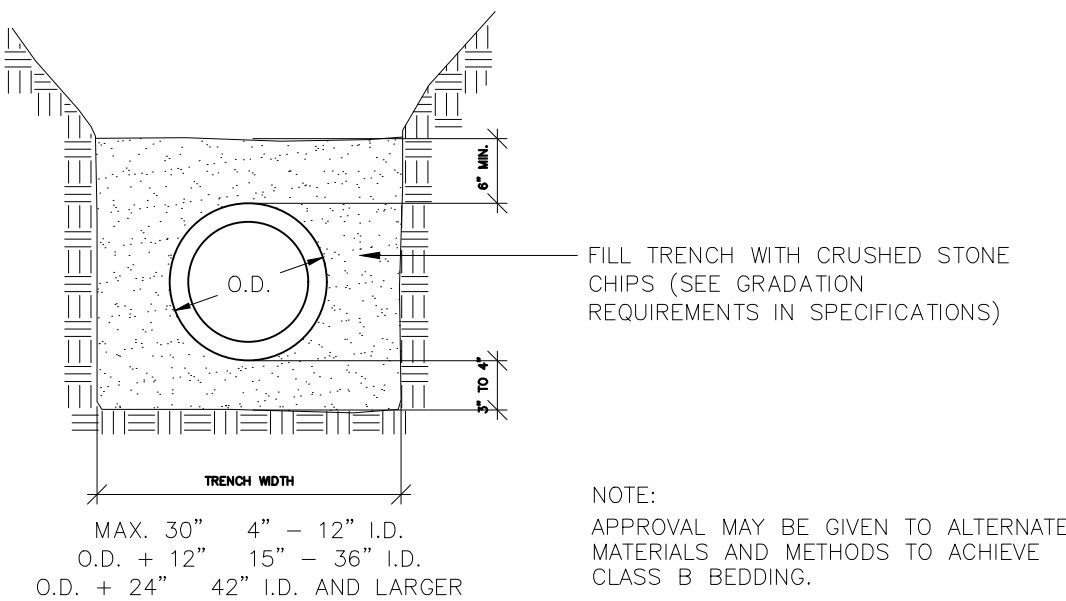
WATER MAIN TEE FITTING SIZE DESIGNATION SCHEMATIC



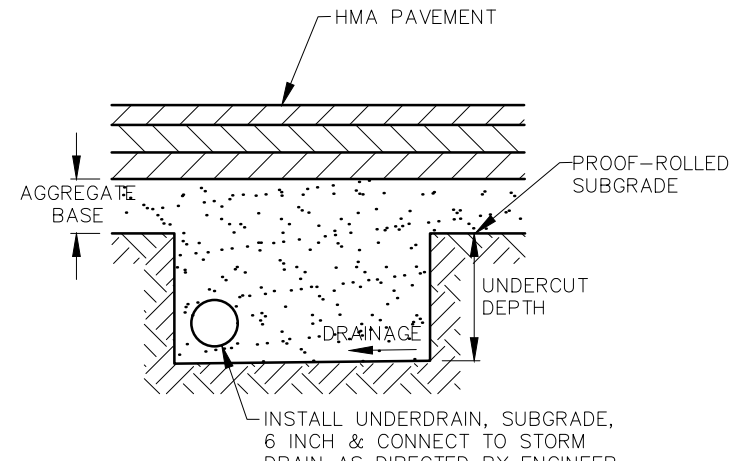
SEWER TRAP



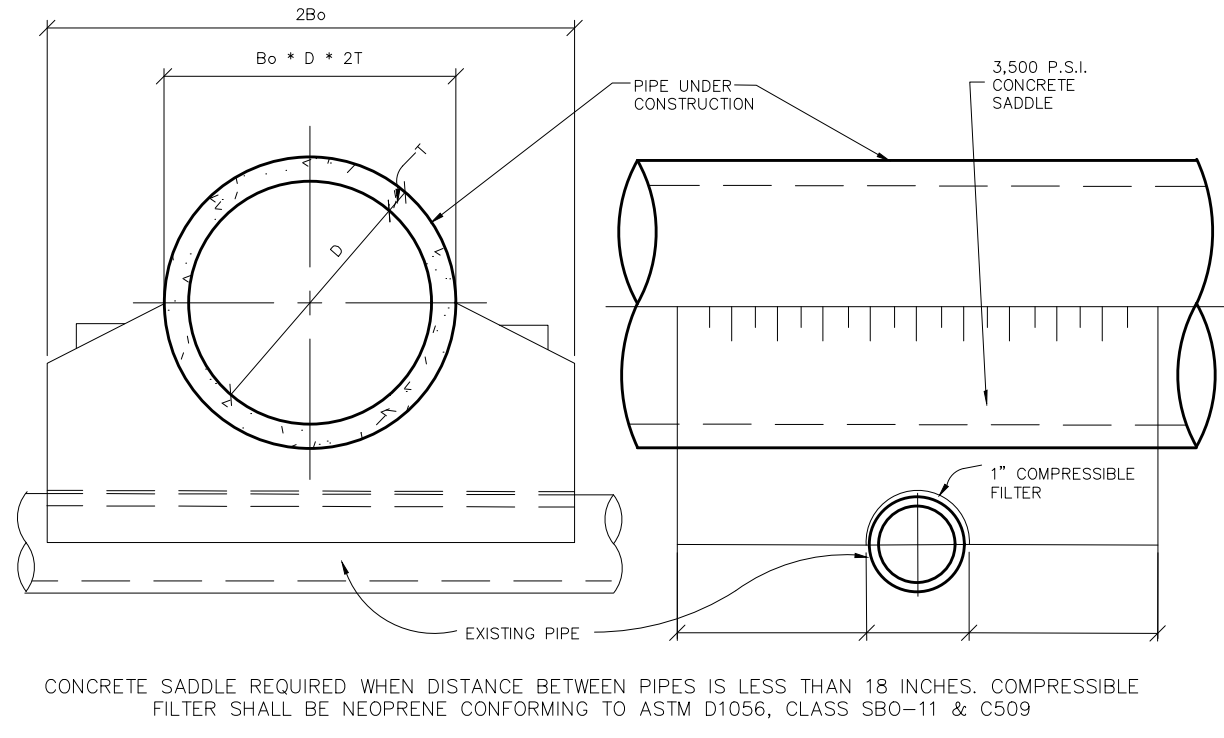
SILT FENCE DETAIL



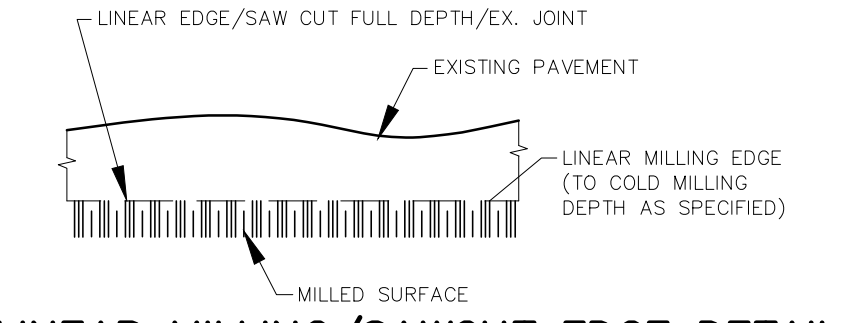
STANDARD PIPE BEDDING



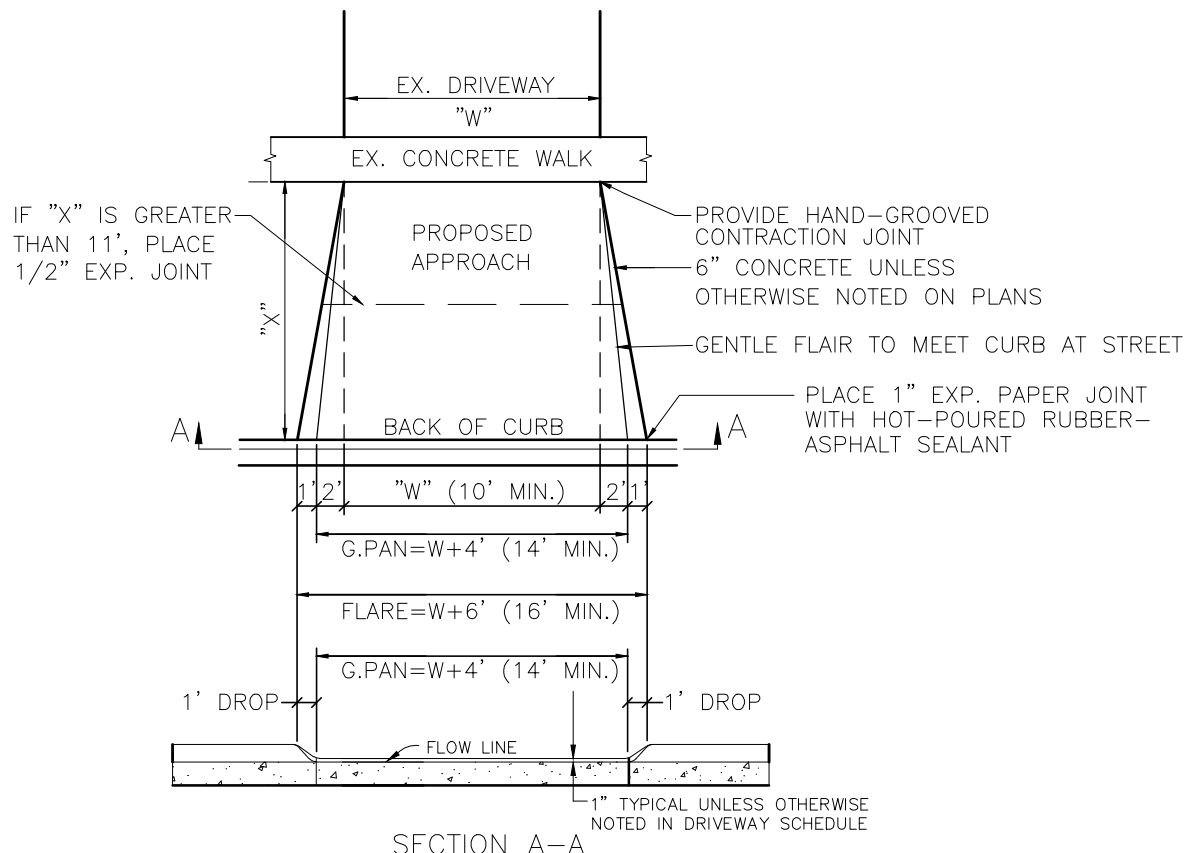
UNDERCUT DETAIL



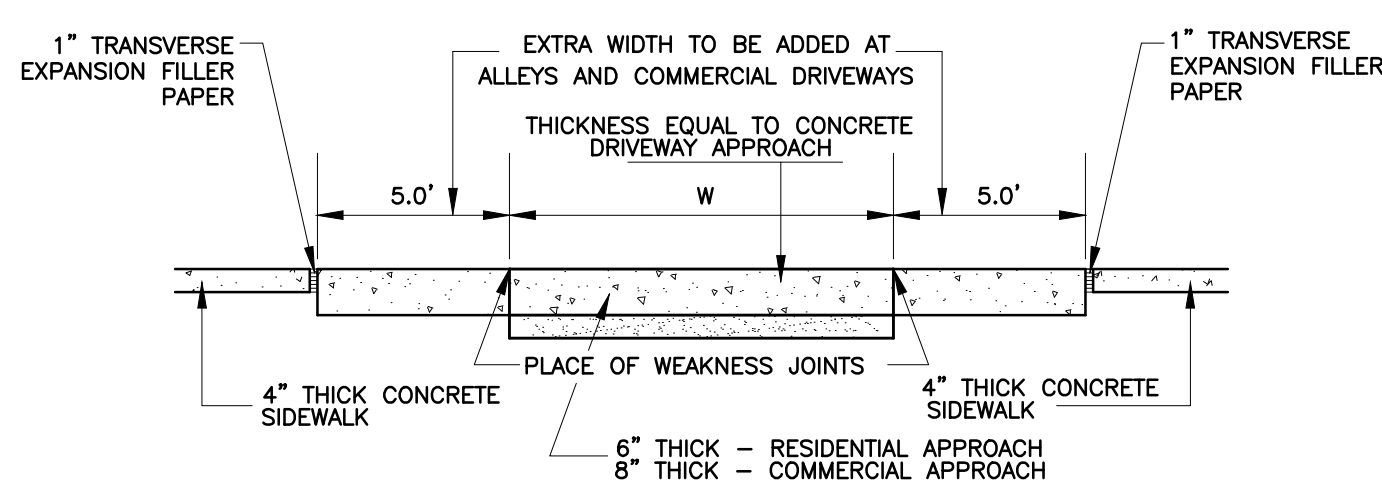
CONCRETE SADDLE OVER EXISTING UTILITIES



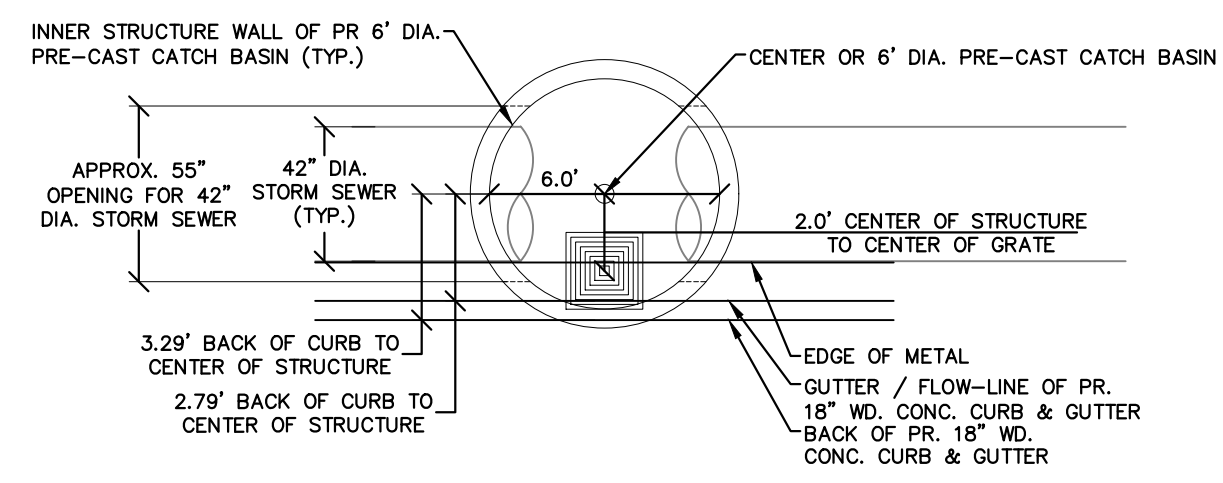
LINEAR MILLING/SAWCUT EDGE DETAIL



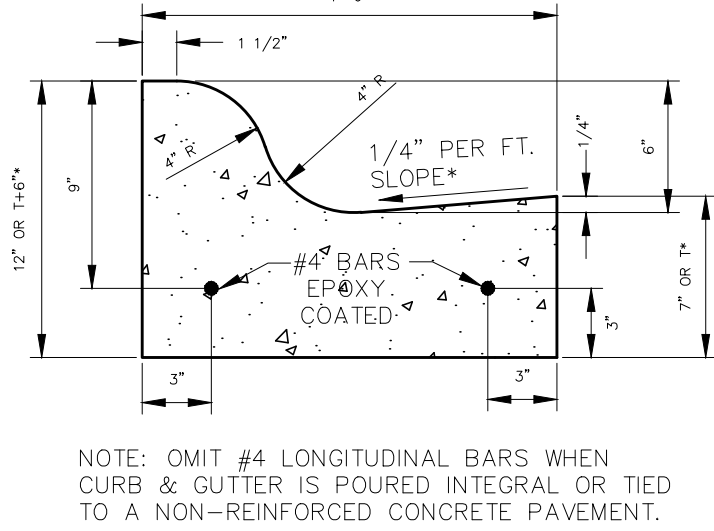
CONCRETE DRIVE APPROACH - DETAIL 'L'



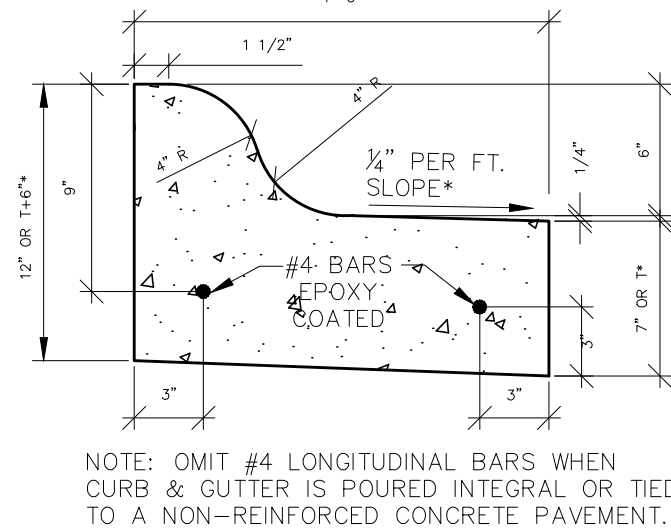
THICKENED CONCRETE SIDEWALK (PLAIN)



BIRMINGHAM - 6' DIA. CATCH BASIN W/ 2' SUMP & OFFSET GRATE

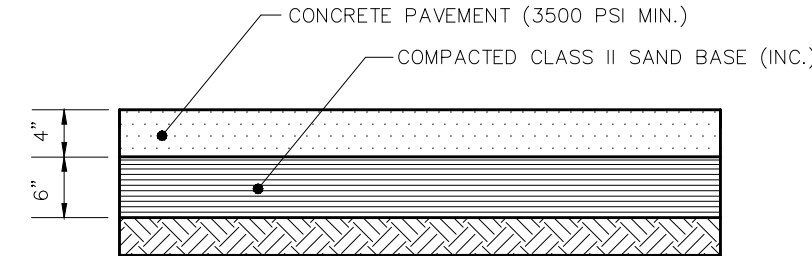


BIRMINGHAM 6" ROLL CURB CONCRETE CURB & STANDARD GUTTER DETAIL

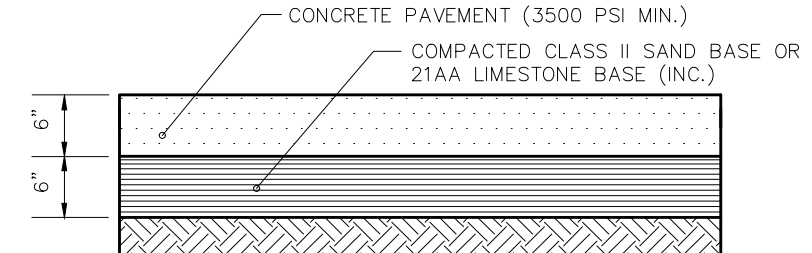


BIRMINGHAM 6" ROLL CURB CONCRETE CURB & REVERSE GUTTER DETAIL

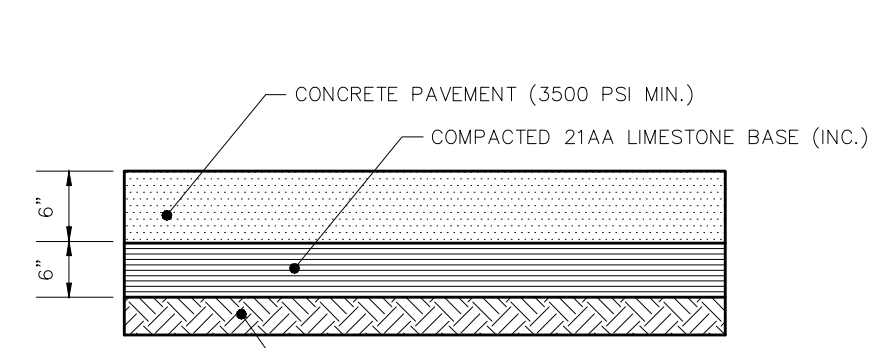
\*NOTE: "T" IS EQUAL TO THE THICKNESS & SLOPE IS EQUAL TO THE CROSS-SLOPE OF THE CONCRETE PAVEMENT WHEN CURB & GUTTER IS POURED INTEGRAL TO THE PAVEMENT.



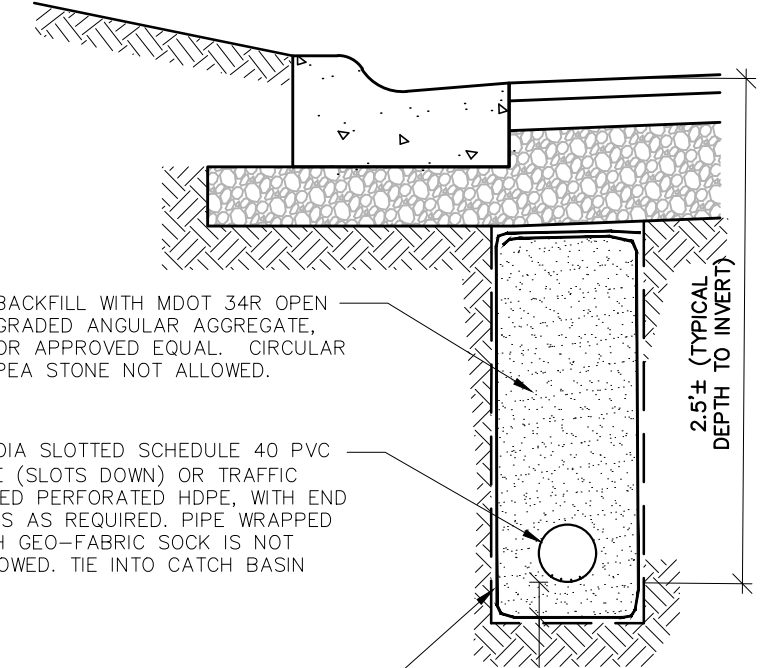
4" CONCRETE SIDEWALK SECTION



6" CONCRETE SIDEWALK SECTION



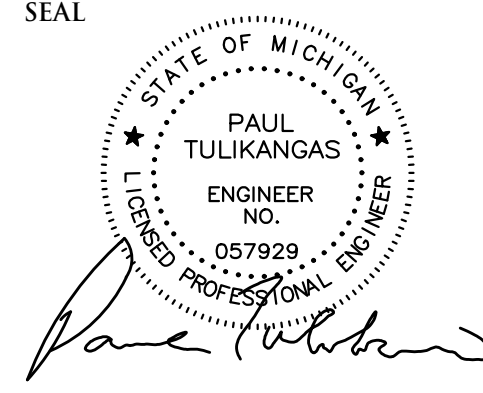
TYPICAL CONCRETE SECTION FOR RESIDENTIAL APPROACH



6" PERFORATED PIPE UNDERDRAIN DETAIL



NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257  
WWW.NOWAKFRAUS.COM



PROJECT  
City of Birmingham  
Wimbleton Drive  
Paving Project  
Contract #6-25(W)

CLIENT  
BIRMINGHAM  
A WALKABLE CITY  
The City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the N.E. 1/4  
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Notes and Details



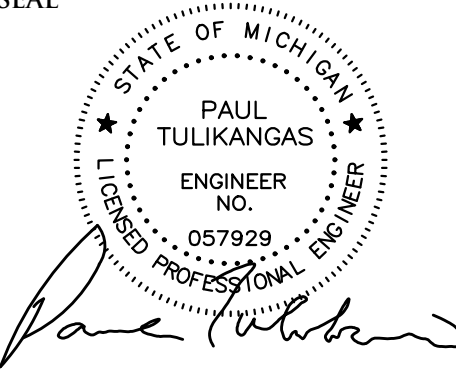
DRAWN BY:  
L. Gross  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
P. Tulikangas

DATE: February 20, 2024  
SCALE: N.T.S.  
NFE JOB NO. 0310  
SHEET NO. C23





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PROJECT  
City of Birmingham  
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Paving Project  
Contract #6-25(W)

CLIENT  
  
BIRMINGHAM  
A WALKABLE CITY  
  
The City of Birmingham  
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151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the N.E. ¼  
of Section 25,  
T. 2N, R.10E  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Quantities



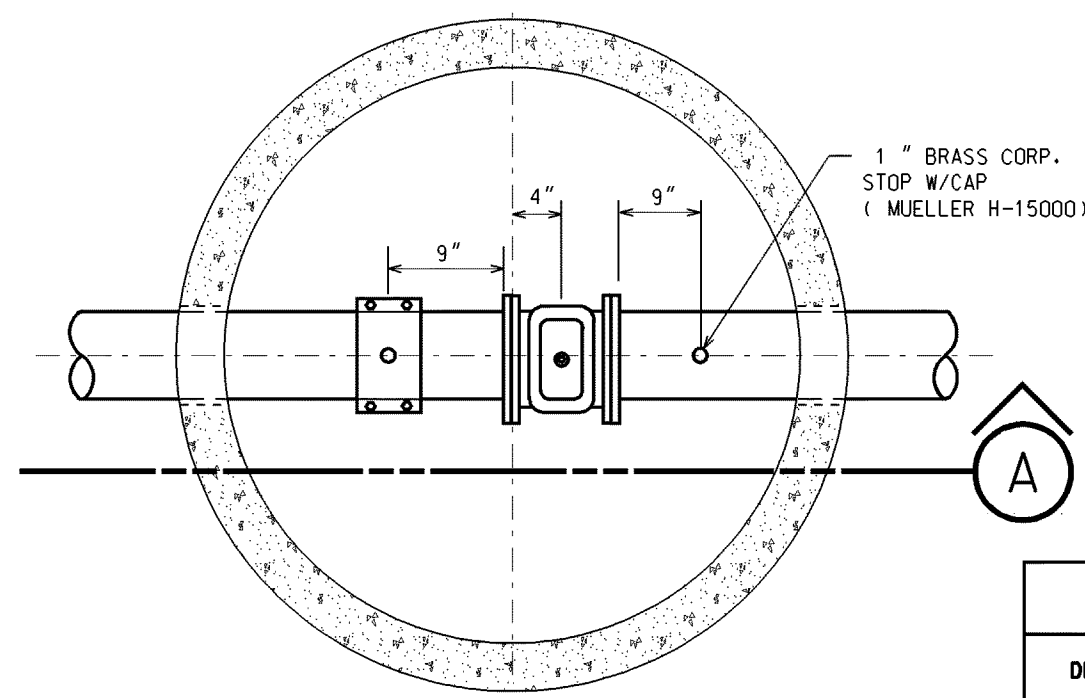
DATE ISSUED/REVISED  
10-25-24 ISSUED SURVEY  
02-12-25 CITY REVIEW  
02-20-25 BIDS  
03-04-25 ADDENDUM 2

DRAWN BY:  
L. Gross  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
P. Tulikangas  
DATE:  
February 20, 2024  
SCALE: N.T.S.

NFE JOB NO. SHEET NO.  
0310 Q1

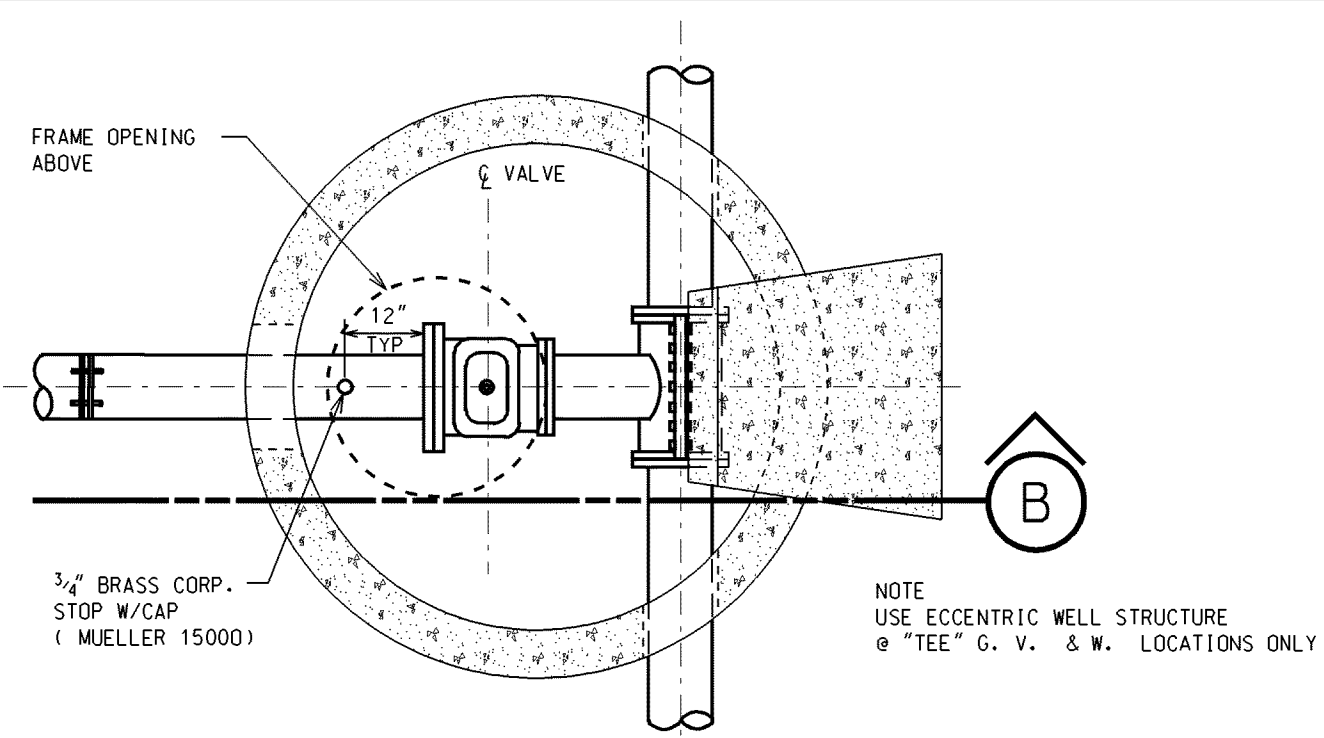
| BIRMINGHAM CONTRACT #6-25(W) - WIMBLETON DRIVE PAVING PROJECT PAY ITEMS |                                                                             |                  |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       |                   |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------|----------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|--------------------------------------|--------------------------------------|--------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-------------------|
| NO.                                                                     | SEWER PAY ITEMS                                                             | ITEM DESCRIPTION | PAY UNIT | SHEET C01<br>Utility Plan | SHEET C02<br>Utility Plan | SHEET C03<br>Utility Plan | SHEET C04<br>Utility Plan | SHEET C05<br>Utility Plan | SHEET C06<br>Utility Plan | SHEET C10<br>Utility Service<br>Plan | SHEET C11<br>Utility Service<br>Plan | SHEET C12<br>Utility Service<br>Plan | SHEET C13<br>P&G Plan | SHEET C14<br>P&G Plan | SHEET C15<br>P&G Plan | SHEET C16<br>P&G Plan | SHEET C17<br>P&G Plan | SHEET C18<br>P&G Plan | TOTAL<br>QUANTITY |
| 1                                                                       | 18" Combined Sewer, PVC SDR 26, Trench A                                    | LF               |          |                           | 317                       | 400                       |                           | 190                       |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 907               |
| 2                                                                       | 12" Combined Sewer, PVC SDR 26, Trench A                                    | LF               |          |                           |                           |                           |                           | 21                        |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 21                |
| 3                                                                       | 10" Combined Sewer, PVC SDR 26, Trench A                                    | LF               |          |                           |                           |                           |                           | 89                        | 181                       | 122                                  |                                      |                                      |                       |                       |                       |                       |                       |                       | 392               |
| 4                                                                       | 42" Storm Sewer, C76, CL-IV, Trench A                                       | LF               | 451      | 450                       | 403                       |                           | 153                       |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1,304             |
| 5                                                                       | 36" Storm Sewer, C76, CL-IV, Trench A                                       | LF               | 15       |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 15                |
| 6                                                                       | 24" Storm Sewer, C76, CL-IV, Trench A                                       | LF               | 91       |                           |                           |                           |                           |                           |                           | 166                                  |                                      |                                      |                       |                       |                       |                       |                       |                       | 257               |
| 7                                                                       | 18" Storm Sewer, C76, CL-IV, Trench A                                       | LF               | 24       |                           |                           |                           |                           | 110                       |                           | 99                                   |                                      |                                      |                       |                       |                       |                       |                       |                       | 233               |
| 8                                                                       | 12" Storm Sewer, C76, CL-IV, Trench A                                       | LF               |          |                           |                           |                           |                           | 22                        | 47                        |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 69                |
| 9                                                                       | 10" Storm Sewer, PVC SDR 26, Trench A                                       | LF               |          |                           |                           |                           |                           |                           | 138                       |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 138               |
| 10                                                                      | Sewer Service, 6" PVC SDR 23.5                                              | LF               |          |                           |                           |                           |                           |                           |                           | 480                                  | 342                                  | 106                                  |                       |                       |                       |                       |                       |                       | 928               |
| 11                                                                      | 6" Perforated Pipe Underdrain (No sock)                                     | LF               | 375      | 440                       | 420                       | 345                       | 310                       | 150                       |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 2,040             |
| 12                                                                      | New 6'-0" Diameter Combined Manhole w/ Two Int. Drop Connections            | EA               |          |                           |                           | 1                         |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 13                                                                      | New 5'-0" Diameter Combined Manhole w/ Int. Drop Connection                 | EA               |          |                           | 1                         |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 14                                                                      | New 4'-0" Diameter Combined Manhole, Construct Online                       | EA               |          |                           |                           | 2                         | 1                         |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 3                 |
| 15                                                                      | New 4'-0" Diameter Combined Manhole                                         | EA               |          | 1                         | 1                         | 1                         | 1                         |                           | 2                         |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 5                 |
| 16                                                                      | Contech SOX-10 Water Quality Structure                                      | EA               | 1        |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 17                                                                      | New 6'-0" Diameter Storm Manhole w/ 2' Sump & Elevated 36" Dia. Overflow    | EA               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 18                                                                      | New 6'-0" Diameter Storm Manhole                                            | EA               | 2        | 1                         |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 3                 |
| 19                                                                      | New 6'-0" Diameter Storm Catch Basin w/ 2' Sump & Offset Grate (Per Detail) | EA               | 5        | 3                         | 1                         | 2                         |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 11                |
| 20                                                                      | New 5'-0" Diameter Storm Manhole w/ 2' Sump                                 | EA               |          |                           |                           |                           |                           |                           | 1                         |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 21                                                                      | New 4'-0" Diameter Storm Manhole, Construct Online                          | EA               |          |                           |                           |                           |                           |                           | 1                         |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 22                                                                      | New 4'-0" Diameter Storm Manhole                                            | EA               |          |                           |                           |                           |                           |                           | 1                         |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 23                                                                      | New 4'-0" Diameter Storm Catch Basin w/ 2' Sump                             | EA               |          |                           |                           | 3                         | 2                         | 1                         |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 5                 |
| 24                                                                      | New 2'-0" Diameter Storm Inlet                                              | EA               |          |                           |                           | 1                         | 1                         | 1                         |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 3                 |
| 25                                                                      | Sewer Investigation, Laterals                                               | EA               |          |                           |                           |                           |                           |                           |                           | 17                                   | 16                                   | 3                                    |                       |                       |                       |                       |                       |                       | 36                |
| 26                                                                      | Sewer Service Tap, 6"                                                       | EA               |          |                           |                           |                           |                           |                           |                           | 16                                   | 27                                   | 5                                    |                       |                       |                       |                       |                       |                       | 48                |
| 27                                                                      | Sewer Service Connection, 6"                                                | EA               |          |                           |                           |                           |                           |                           |                           | 6                                    |                                      | 1                                    |                       |                       |                       |                       |                       |                       | 7                 |
| 28                                                                      | Sewer Tap, Combined, OCWRC, 18"                                             | EA               |          | 1                         |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 29                                                                      | Sewer Tap, Combined, OCWRC, 10"                                             | EA               |          |                           |                           |                           |                           |                           | 1                         |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 2                 |
| 30                                                                      | Sewer Tap, Storm, 42"                                                       | EA               | 1        |                           |                           |                           |                           | 1                         |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 31                                                                      | Sewer Stub w/ Capped End, Storm, 36"                                        | EA               |          |                           |                           |                           | 1                         |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 32                                                                      | Sewer Stub w/ Capped End, Storm, 24"                                        | EA               | 1        |                           |                           |                           |                           |                           | 1                         |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 2                 |
| 33                                                                      | Sewer Stub w/ Capped End, Storm, 18"                                        | EA               |          |                           |                           |                           | 1                         |                           | 1                         |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 2                 |
| 34                                                                      | Install Concrete Saddle at Utility Crossing                                 | EA               | 1        |                           |                           | 2                         |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 3                 |
| 35                                                                      | Reconstruct Manhole (if and where needed)                                   | VF               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 25                |
| 36                                                                      | Remove & Replace Structure Cover (as directed by City)                      | LB               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1,650             |
| 37                                                                      | Remove Ex. Sewer Manhole                                                    | EA               | 1        | 6                         | 2                         | 3                         | 4                         |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 16                |
| 38                                                                      | Remove Ex. Drainage Structure                                               | EA               | 1        | 4                         | 2                         | 1                         | 2                         |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 10                |
| 39                                                                      | Abandon Ex. 12" Combined Sewer                                              | LF               |          |                           |                           | 238                       | 181                       | 52                        |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 471               |
| 40                                                                      | Abandon Ex. 8" Combined Sewer                                               | LF               |          |                           |                           |                           |                           | 123                       | 274                       |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 397               |
| 41                                                                      | Remove Ex. 24" Combined Sewer                                               | LF               |          |                           |                           |                           | 18                        |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 18                |
| 42                                                                      | Remove Ex. 12" Combined Sewer                                               | LF               |          | 304                       | 162                       |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 466               |
| 43                                                                      | Remove Ex. 10" Combined Sewer                                               | LF               |          | 70                        |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 70                |
| 44                                                                      | Remove Ex. 18" Storm Sewer                                                  | LF               |          |                           |                           |                           |                           |                           | 66                        |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 66                |
| 45                                                                      | Remove Ex. 10" Storm Sewer                                                  | LF               |          |                           |                           |                           | 8                         |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 8                 |
| 46                                                                      | Bulkhead Structure, 24"                                                     | EA               |          | 1                         |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 47                                                                      | Bulkhead Structure, 12" or Less                                             | EA               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 2                 |
| 48                                                                      | Bulkhead Pipe, Larger than 6"                                               | EA               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 10                |
| 49                                                                      | Clean and Telesive Ex. Storm Outfall                                        | LS               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 50                                                                      | CCTV Sewer Acceptance Inspection                                            | LS               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| SUBTOTAL SEWER PAY ITEMS                                                |                                                                             |                  |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       |                   |
| WATER MAIN PAY ITEMS                                                    |                                                                             |                  |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       |                   |
| 51                                                                      | Remove Hydrant                                                              | EA               | 1        | 1                         |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 2                 |
| 52                                                                      | Remove Gate Valve/Wet                                                       | EA               |          |                           | 3                         |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 3                 |
| 53                                                                      | 12" Gate Valve & Well                                                       | EA               | 1        | 2                         |                           | 2                         | 1                         | 2                         |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 8                 |
| 54                                                                      | Fire Hydrant Assembly, Complete                                             | EA               | 2        | 1                         | 1                         |                           | 1                         | 1                         | 1                         |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 6                 |
| 55                                                                      | 16" D.I. CL 52 Water Main w/ Polywrap, Trench A                             | LF               | 10       |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 10                |
| 56                                                                      | 12" D.I. CL 52 Water Main w/ Polywrap, Trench A                             | LF               | 287      | 451                       | 400                       |                           | 169                       |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1,307             |
| 57                                                                      | 8" D.I. CL 52 Water Main w/ Polywrap, Trench A                              | LF               |          |                           |                           | 79                        | 173                       | 226                       |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 478               |
| 58                                                                      | 6" D.I. CL 52 Water Main w/ Polywrap, Trench A                              | LF               | 22       | 7                         | 7                         | 29                        | 4                         | 16                        |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 85                |
| 59                                                                      | 4" D.I. CL 52 Water Main w/ Polywrap, Trench A                              | LF               |          |                           |                           |                           |                           | 22                        |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 22                |
| 60                                                                      | 18" Water Main Connection to Ex. 18" Water Main                             | EA               | 1        |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 61                                                                      | 8" Water Main Connection to Ex. 8" Water Main                               | EA               |          |                           |                           | 1                         |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 62                                                                      | 6" Water Main Connection to Ex. 6" Water Main                               | EA               |          |                           |                           | 2                         |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 2                 |
| 63                                                                      | 4" Water Main Connection to Ex. 4" Water Main                               | EA               |          |                           |                           |                           |                           | 1                         |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 64                                                                      | New Water Service, 1.5", Trench A, Copper                                   | LF               |          |                           |                           |                           |                           |                           | 47                        | 28                                   |                                      |                                      |                       |                       |                       |                       |                       |                       | 75                |
| 65                                                                      | New Water Service, 1", Trench A, Copper                                     | LF               |          |                           |                           |                           |                           |                           | 357                       | 355                                  | 29                                   |                                      |                       |                       |                       |                       |                       |                       | 741               |
| 66                                                                      | New Water Service, 1", Trench A, PEX                                        | LF               |          |                           |                           |                           |                           |                           |                           |                                      | 11                                   |                                      |                       |                       |                       |                       |                       |                       | 11                |
| 67                                                                      | New Water Service, 1", Private Property (Bored), PEX                        | LF               |          |                           |                           |                           |                           |                           | 30                        |                                      | 105                                  |                                      |                       |                       |                       |                       |                       |                       | 135               |
| 68                                                                      | Water Service Connection, 1.5"                                              | EA               |          |                           |                           |                           |                           |                           | 2                         | 1                                    |                                      |                                      |                       |                       |                       |                       |                       |                       | 3                 |
| 69                                                                      | Water Service Connection, 1"                                                | EA               |          |                           |                           | 12                        | 15                        | 6                         |                           |                                      |                                      | 6                                    |                       |                       |                       |                       |                       |                       | 33                |
| 70                                                                      | Water Service Connection, 1", Connection at Meter, 155 Wimbleton            | EA               |          |                           |                           |                           |                           | 1                         |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 71                                                                      | Water Service Connection, 1", Connection at Meter, 951 Twin Oaks            | EA               |          |                           |                           |                           |                           |                           |                           |                                      |                                      | 1                                    |                       |                       |                       |                       |                       |                       | 1                 |
| 72                                                                      | Water Service Connection, 1", Connection at Meter, 999 Twin Oaks            | EA               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      | 1                     |                       |                       |                       |                       |                       | 1                 |
| 73                                                                      | Install Curb Stop & Box, 1"                                                 | EA               |          |                           |                           |                           |                           |                           | 7                         | 9                                    | 3                                    |                                      |                       |                       |                       |                       |                       |                       | 19                |
| 74                                                                      | Hydra-Stop, Insta-Valve 250, 18"                                            | EA               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 75                                                                      | Hydra-Stop, Insta-Valve 250, 6"                                             | EA               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 76                                                                      | Hydra-Stop, Line-Stop, 18"                                                  | EA               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 77                                                                      | Hydra-Stop, Line-Stop, 6"                                                   | EA               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 78                                                                      | Hydra-Stop, Line-Stop, 4"                                                   | EA               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| 79                                                                      | Abandon Existing Water Mains, Entire Project                                | LS               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1                 |
| SUBTOTAL WATER MAIN PAY ITEMS                                           |                                                                             |                  |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       |                   |
| PAVING PAY ITEMS                                                        |                                                                             |                  |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       |                   |
| 80                                                                      | Earth Excavation                                                            | CY               |          |                           |                           |                           |                           |                           |                           | 790                                  | 820                                  | 460                                  | 410                   | 170                   | 200                   |                       |                       |                       | 2,850             |
| 81                                                                      | Subgrade Undercutting, 21AA Limestone                                       | CY               |          |                           |                           |                           |                           |                           |                           | 120                                  | 125                                  | 70                                   | 65                    | 30                    | 35                    |                       |                       |                       | 445               |
| 82                                                                      | Subgrade Undercutting, 7-3/8" Limestone                                     | CY               |          |                           |                           |                           |                           |                           |                           | 25                                   | 25                                   | 15                                   | 15                    | 10                    | 10                    |                       |                       |                       | 100               |
| 83                                                                      | Subgrade Geogrid Fabric, Tensar Triax TX130S                                | SY               |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       | 1,250             |
| 84                                                                      | Remove and Salvage Brick Pavers                                             | SF               |          |                           |                           |                           |                           |                           |                           | 525                                  |                                      |                                      |                       |                       | 175                   |                       |                       |                       | 700               |
| 85                                                                      | Removing Concrete Drive Approach                                            | SY               |          |                           |                           |                           |                           |                           |                           | 85                                   | 166                                  | 132                                  | 31                    |                       |                       | 21                    |                       |                       | 435               |
| 86                                                                      | Removing Asphalt Drive Approach                                             | SY               |          |                           |                           |                           |                           |                           |                           | 100                                  | 14                                   | 113                                  |                       |                       | 22                    |                       |                       |                       | 249               |
| 87                                                                      | Removing Concrete Sidewalk & Ramp (sawcutting included)                     | SY               |          |                           |                           |                           |                           |                           |                           | 52                                   | 140                                  | 74                                   | 80                    | 46                    | 10                    |                       |                       |                       | 414               |
| 88                                                                      | Removing Pavement Full Depth (Curb & Gutter included)                       | SY               |          |                           |                           |                           |                           |                           |                           | 1340                                 | 1280                                 | 1010                                 | 930                   | 305                   | 435                   |                       |                       |                       | 5,300             |
| 89                                                                      | Aggregate Base, MDOT 21AA Limestone, 6"                                     | SY               |          |                           |                           |                           |                           |                           |                           | 1510                                 | 1635                                 | 1295                                 | 960                   | 370                   | 540                   |                       |                       |                       | 6,310             |
| 90                                                                      | Capexel Surface                                                             | SY               |          |                           |                           |                           |                           |                           |                           | 1260                                 | 1365                                 | 1070                                 | 860                   | 290                   | 455                   |                       |                       |                       | 5,300             |
| 91                                                                      | Blumson Moisture No. 4EML (Handpunching for Driveways)                      | TON              |          |                           |                           |                           |                           |                           |                           | 10                                   |                                      | 1                                    | 9                     |                       | 1                     |                       |                       |                       | 21                |
| 92                                                                      | Concrete Curb & Gutter (18" Wide, "Birmingham Roll")                        | LF               |          |                           |                           |                           |                           |                           |                           | 665                                  | 660                                  | 800                                  | 345                   | 278                   | 302                   |                       |                       |                       | 3,570             |
| 93                                                                      | Concrete Drive Approach, 6" Thick on 6" 21AA Limestone                      | SY               |          |                           |                           |                           |                           |                           |                           | 150                                  | 155                                  | 220                                  | 51                    | 13                    | 25                    |                       |                       |                       | 614               |
| 94                                                                      | Concrete Drive Approach, 7" Thick on 6" 21AA Limestone                      | SY               |          |                           |                           |                           |                           |                           |                           | 50                                   |                                      |                                      |                       |                       |                       |                       |                       |                       | 50                |
| 95                                                                      | Concrete Sidewalk, 6" (includes Ramps)                                      | SF               |          |                           |                           |                           |                           |                           |                           | 240                                  | 360                                  | 90                                   | 385                   | 210                   | 40                    |                       |                       |                       | 1,325             |
| 96                                                                      | Concrete Sidewalk, 4"                                                       | SF               |          |                           |                           |                           |                           |                           |                           | 965                                  | 890                                  | 560                                  | 430                   | 265                   | 50                    |                       |                       |                       | 3,180             |
| 97                                                                      | Reinstall Salvaged Brick Pavers                                             | SF               |          |                           |                           |                           |                           |                           |                           | 150                                  |                                      |                                      |                       | 125                   |                       |                       |                       |                       | 275               |
| 98                                                                      | Handicapped Ramp Truncated Domes                                            | SF               |          |                           |                           |                           |                           |                           |                           | 20                                   | 80                                   |                                      | 85                    |                       |                       |                       |                       |                       | 185               |
| 99                                                                      | Adjust Structure Cover                                                      | LF               |          |                           |                           |                           |                           |                           |                           | 2                                    | 1                                    |                                      | 1                     | 1                     |                       |                       |                       |                       | 5                 |
| 100                                                                     | Maintenance Aggregate for Entire Project                                    |                  |          |                           |                           |                           |                           |                           |                           |                                      |                                      |                                      |                       |                       |                       |                       |                       |                       |                   |





GATE WELL PLAN

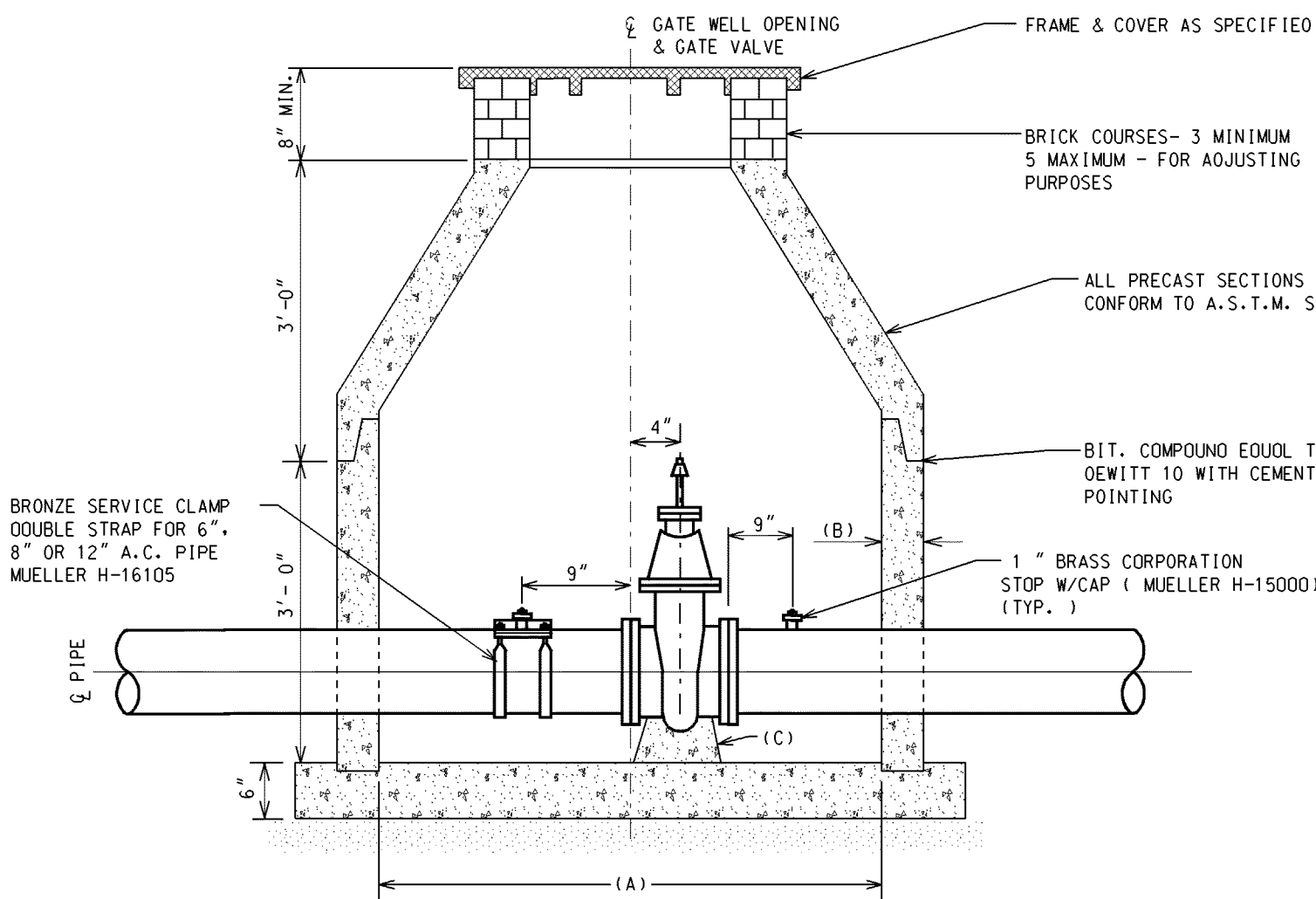
NO SCALE



TAPPING SLEEVE, VALVE & WELL PLAN

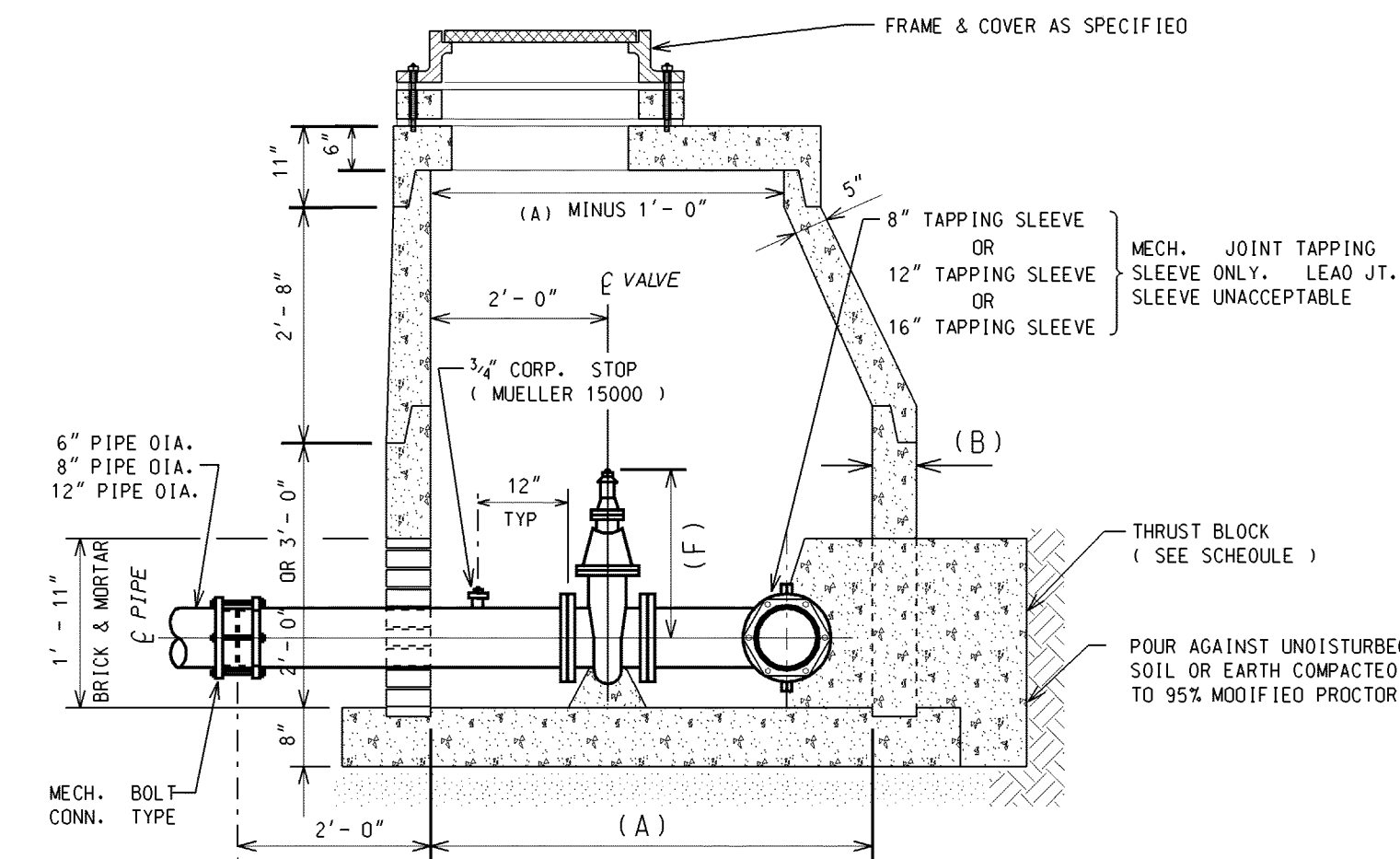
NO SCALE

| GATE WELL SCHEDULE |      |                   |
|--------------------|------|-------------------|
| DESCRIPTION        | DIM. | PIPE DIA. INCHES  |
| INSIDE DIA.        | A    | 6" 6" 12" 72" 72" |
| WALL THICK.        | B    | 5" 7" 7" 7"       |
| VALVE BLOCK THICK. | C    | 4" 4" 4" 4"       |



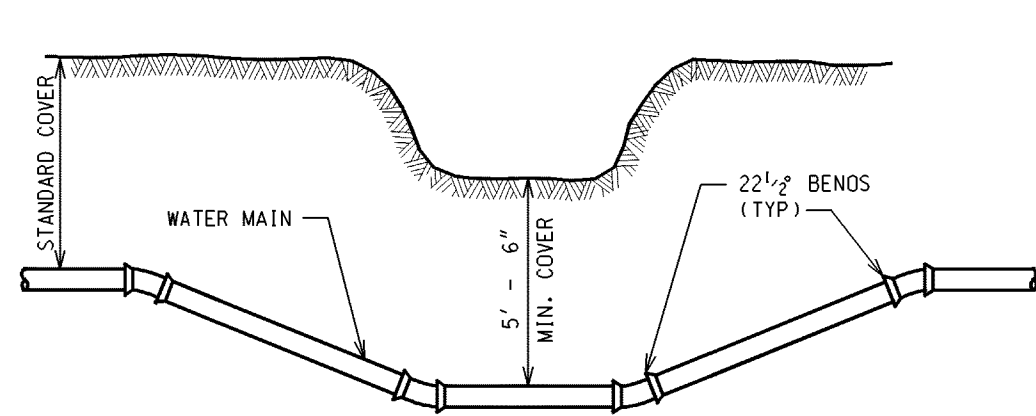
SECTION "A" GATE WELL

NO SCALE  
W-1 & W-3



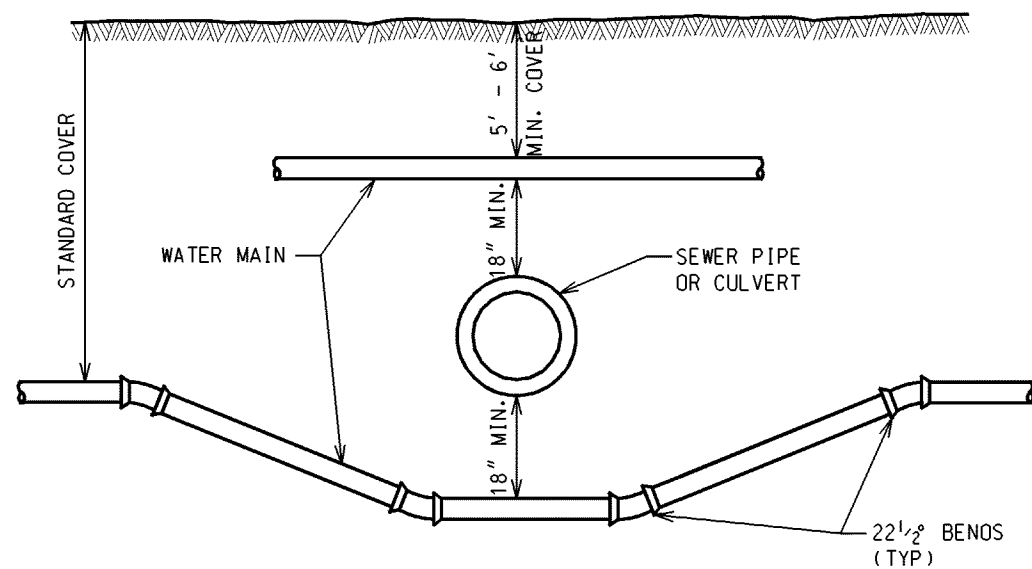
SECTION "B" TAPPING SLEEVE, VALVE & WELL

NO SCALE



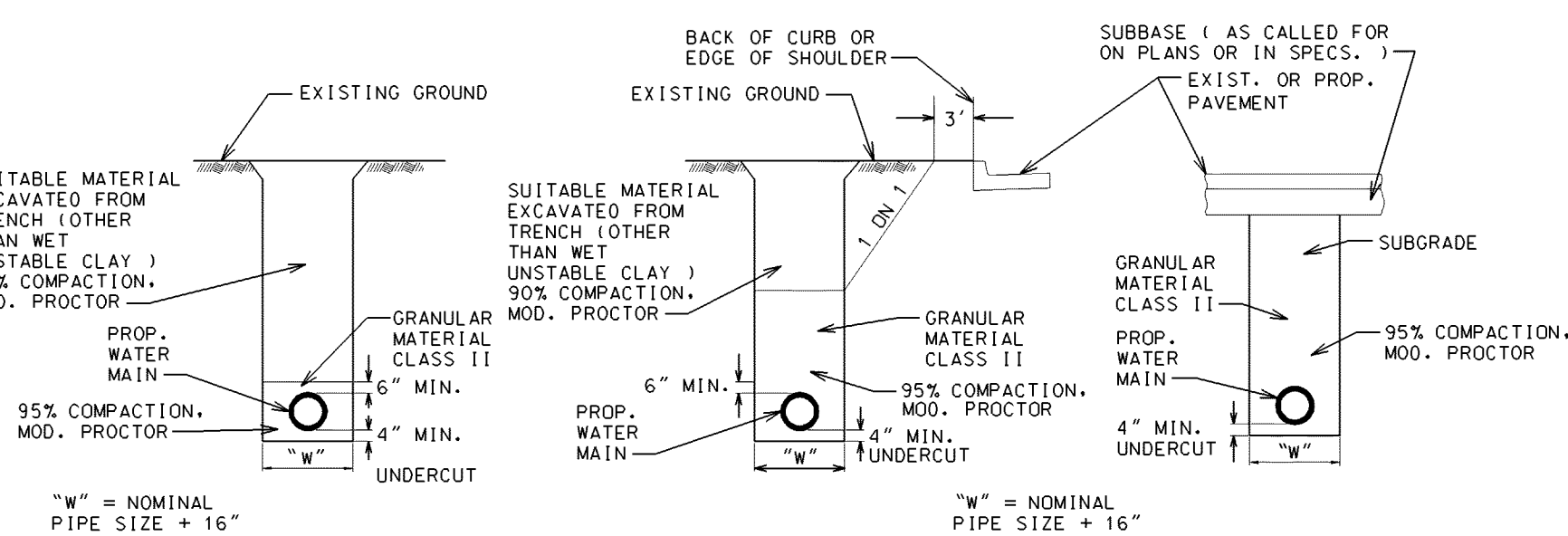
DITCH AND STREAM CROSSING

NO SCALE

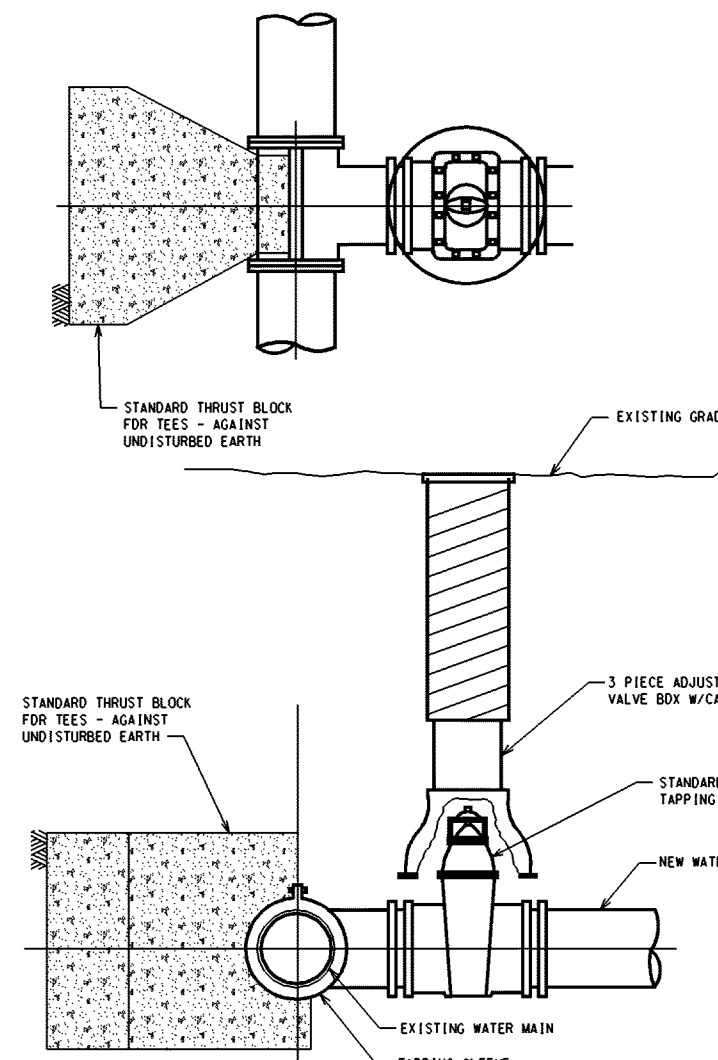


SEWER OR CULVERT CROSSING

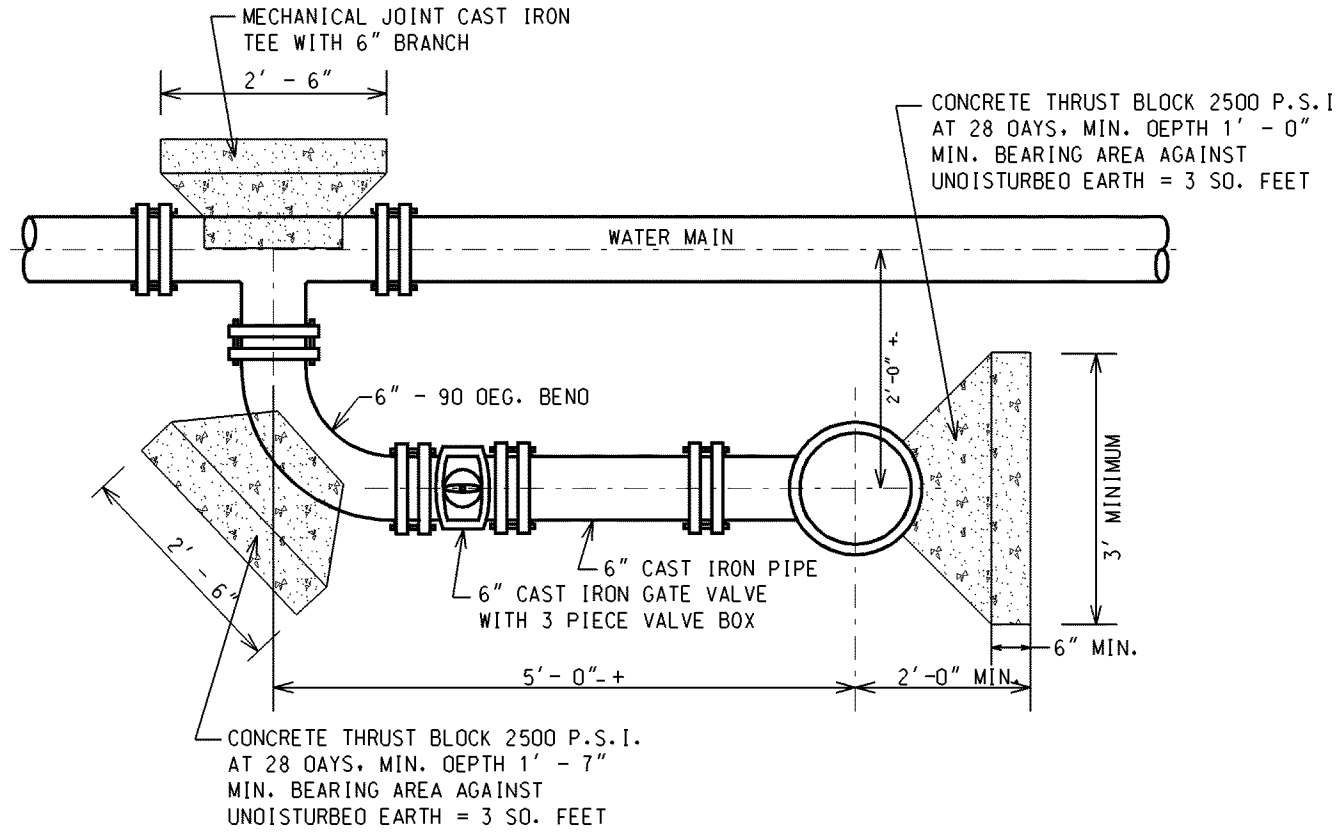
NO SCALE



BEDDING DETAILS



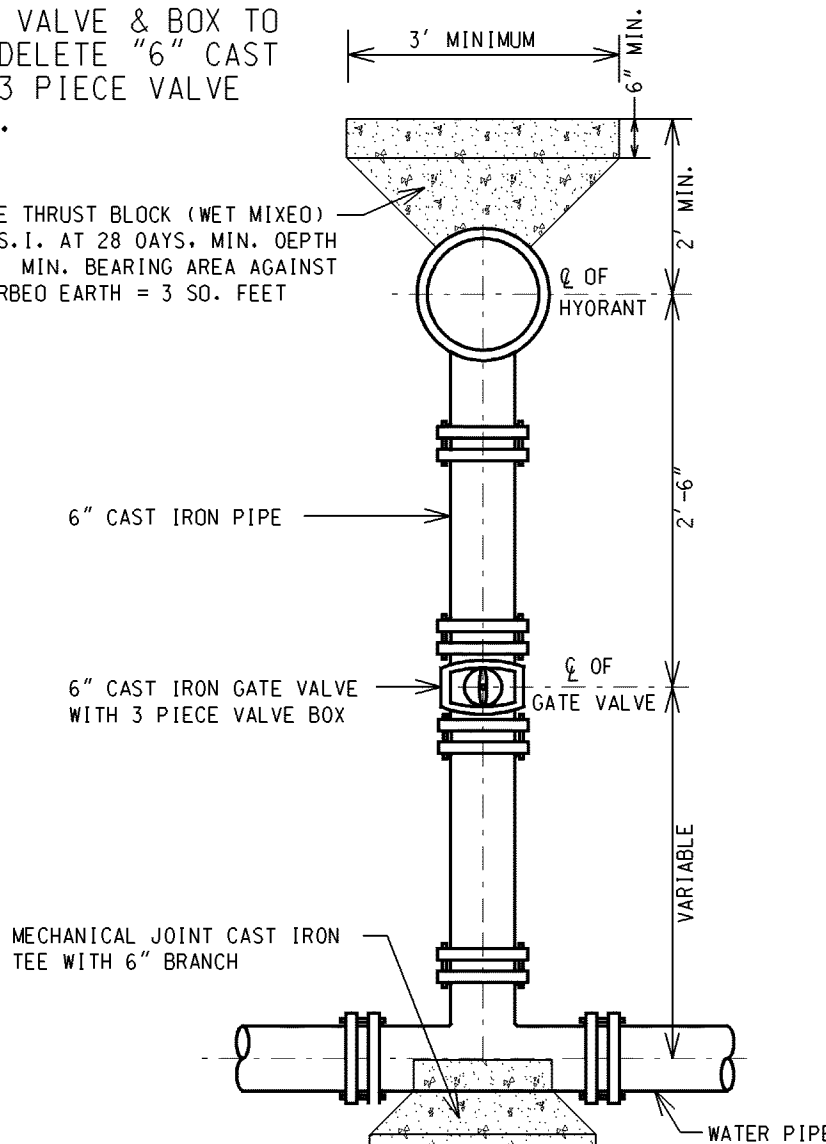
TAPPING SLEEVE & VALVE W/VALVE BOX



"L" HYDRANT CONNECTION

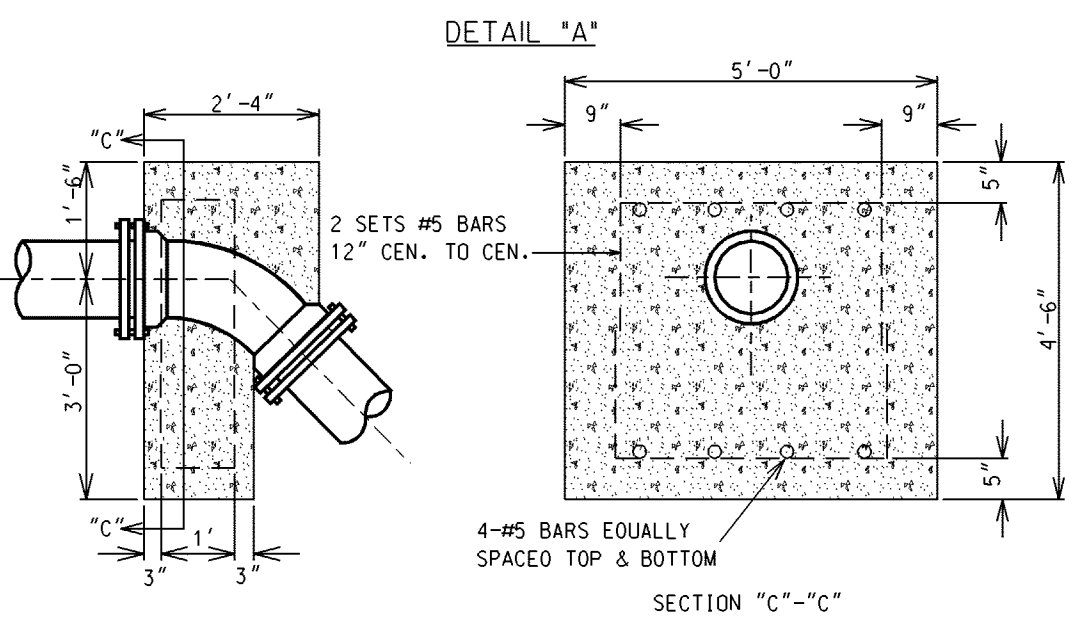
NO SCALE  
W-9

NOTE: FOR CONSTRUCTION OF NEW FIRE HYDRANT TO EXISTING "LIVE" WATERMAIN, USE 6" TAPPING SLEEVE VALVE & BOX TO MAKE CONNECTION, AND DELETE "6" CAST IRON GATE VALVE WITH 3 PIECE VALVE " AS SHOWN ON DETAIL .

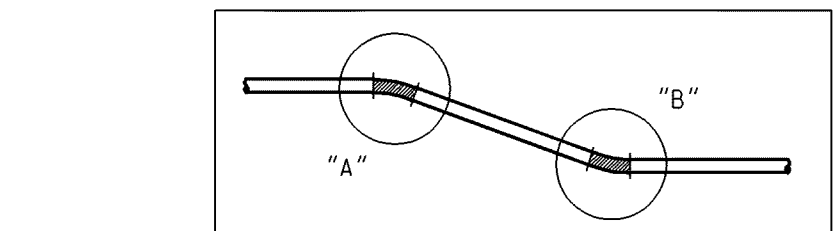


STRAIGHT HYDRANT CONNECTION

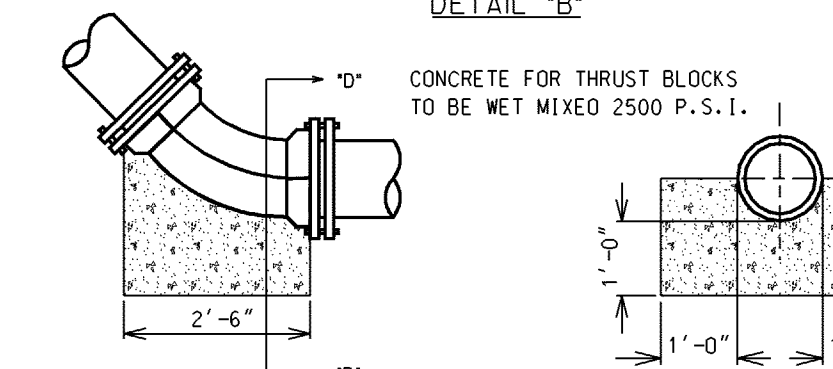
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W-10



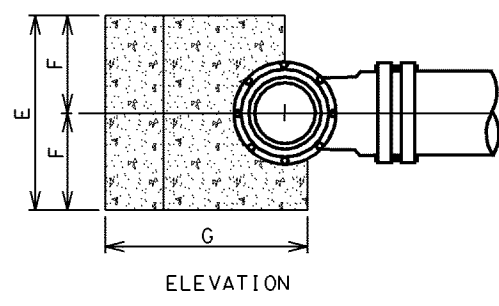
SECTION "C"-"C"



SECTION "D"-"D"



VERTICAL BEND THRUST BLOCKS FOR 8"-12" MAINS



THRUST BLOCK FACE SHALL BE POURED AGAINST UNDISTURBED EARTH.  
CONCRETE FOR THRUST BLOCKS TO BE WET MIXED 2500 P.S.I.

| SCHEDULE OF THRUST BLOCK DIMENSIONS |                            |                          |
|-------------------------------------|----------------------------|--------------------------|
| CODE                                | TEE SIZE                   | 16"x16" 24"x16"          |
| A                                   | 8"x8" 12"x8" 16"x8" 24"x8" | 16"x16" 24"x16"          |
| B                                   | 3'-0" 3'-6" 4'-0" 4'-6"    | 3'-0" 3'-6" 4'-0" 4'-6"  |
| C                                   | 1'-6" 2'-0" 2'-6" 3'-0"    | 1'-6" 2'-0" 2'-6" 3'-0"  |
| D                                   | 0'-9" 0'-9" 1'-0" 1'-0"    | 0'-9" 0'-9" 1'-0" 1'-0"  |
| E                                   | 1'-0" 1'-4" 1'-8" 2'-0"    | 1'-0" 1'-4" 1'-8" 2'-0"  |
| F                                   | 2'-0" 3'-0" 4'-0" 5'-0"    | 2'-0" 3'-0" 4'-0" 5'-0"  |
| G                                   | 1'-0" 1'-6" 2'-0" 2'-6"    | 1'-0" 1'-6" 2'-0" 2'-6"  |
| H                                   | 2'-2" 2'-6" 3'-0" 3'-6"    | 2'-2" 2'-6" 3'-0" 3'-6"  |
| I                                   | 2'-10" 3'-1" 3'-8" 4'-2"   | 2'-10" 3'-1" 3'-8" 4'-2" |
| J                                   | 3'-3" 3'-7" 4'-2" 4'-6"    | 3'-3" 3'-7" 4'-2" 4'-6"  |
| K                                   | 0'-6" 0'-10" 1'-0" 1'-6"   | 0'-6" 0'-10" 1'-0" 1'-6" |
| L                                   | 0'-6" 0'-10" 1'-0" 1'-6"   | 0'-6" 0'-10" 1'-0" 1'-6" |

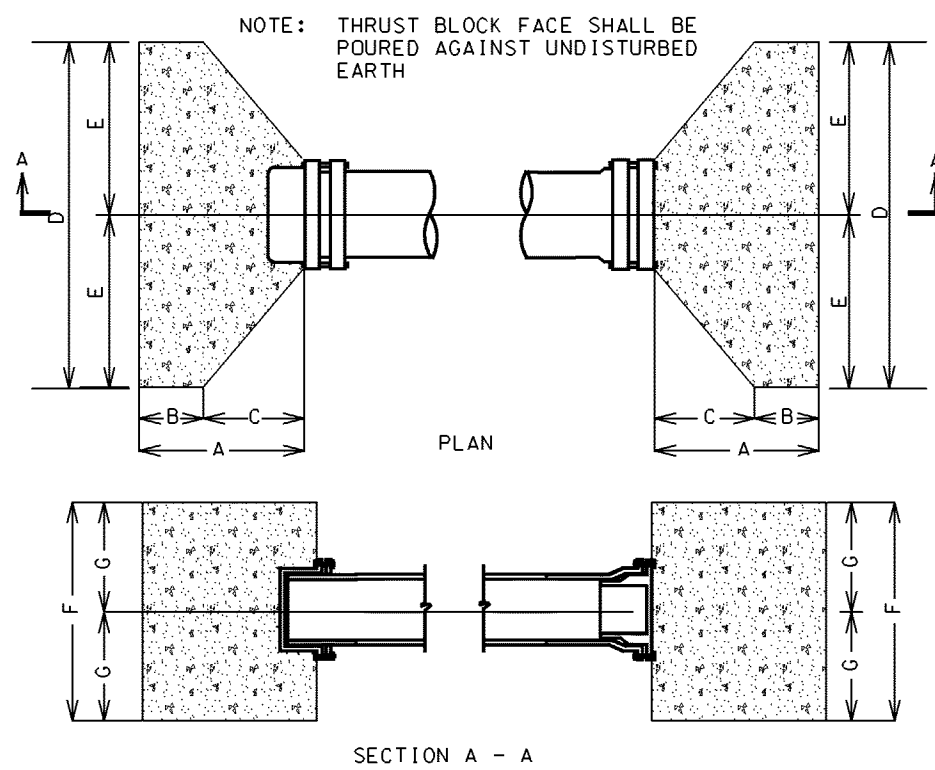
CONCRETE THRUST BLOCK FOR TEES

N. T. S.

| SIZE | ANGLE   | A MIN. | B MIN. | C     | D      | E     | F     | G     | H MIN. | J      |
|------|---------|--------|--------|-------|--------|-------|-------|-------|--------|--------|
| 6"   | 45°     | 1'-6"  | 0'-9"  | 0'-9" | 1'-6"  | 0'-9" | 1'-6" | 0'-9" | 1'-8"  | 0'-10" |
| 6"   | 90°     | 1'-6"  | 0'-9"  | 0'-9" | 2'-0"  | 1'-0" | 1'-0" | 1'-0" | 1'-8"  | 0'-10" |
| 8"   | 45°     | 1'-6"  | 0'-9"  | 1'-0" | 2'-4"  | 1'-2" | 2'-0" | 1'-0" | 1'-11" | 1'-4"  |
| 8"   | 90°     | 1'-9"  | 0'-9"  | 1'-0" | 3'-4"  | 1'-8" | 2'-6" | 1'-3" | 1'-11" | 1'-2"  |
| 12"  | 22-1/2° | 1'-9"  | 0'-9"  | 1'-0" | 2'-6"  | 1'-3" | 2'-0" | 1'-0" | 2'-0"  | 1'-4"  |
| 12"  | 45°     | 2'-1"  | 0'-9"  | 1'-4" | 3'-6"  | 1'-9" | 2'-6" | 1'-3" | 2'-4"  | 1'-4"  |
| 12"  | 90°     | 2'-1"  | 0'-9"  | 1'-4" | 5'-6"  | 2'-9" | 3'-0" | 1'-6" | 2'-4"  | 1'-8"  |
| 16"  | 22-1/2° | 2'-8"  | 1'-0"  | 1'-8" | 3'-4"  | 1'-8" | 2'-6" | 1'-3" | 3'-0"  | 1'-2"  |
| 16"  | 45°     | 2'-8"  | 1'-0"  | 1'-8" | 5'-4"  | 2'-8" | 3'-0" | 1'-6" | 3'-0"  | 1'-6"  |
| 16"  | 90°     | 2'-8"  | 1'-0"  | 1'-8" | 6'-0"  | 3'-0" | 5'-0" | 2'-6" | 3'-0"  | 1'-8"  |
| 24"  | 90°     | 4'-7"  | 1'-0"  | 3'-7" | 10'-0" | 5'-0" | 7'-0" | 3'-6" | 5'-4"  | 2'-4"  |

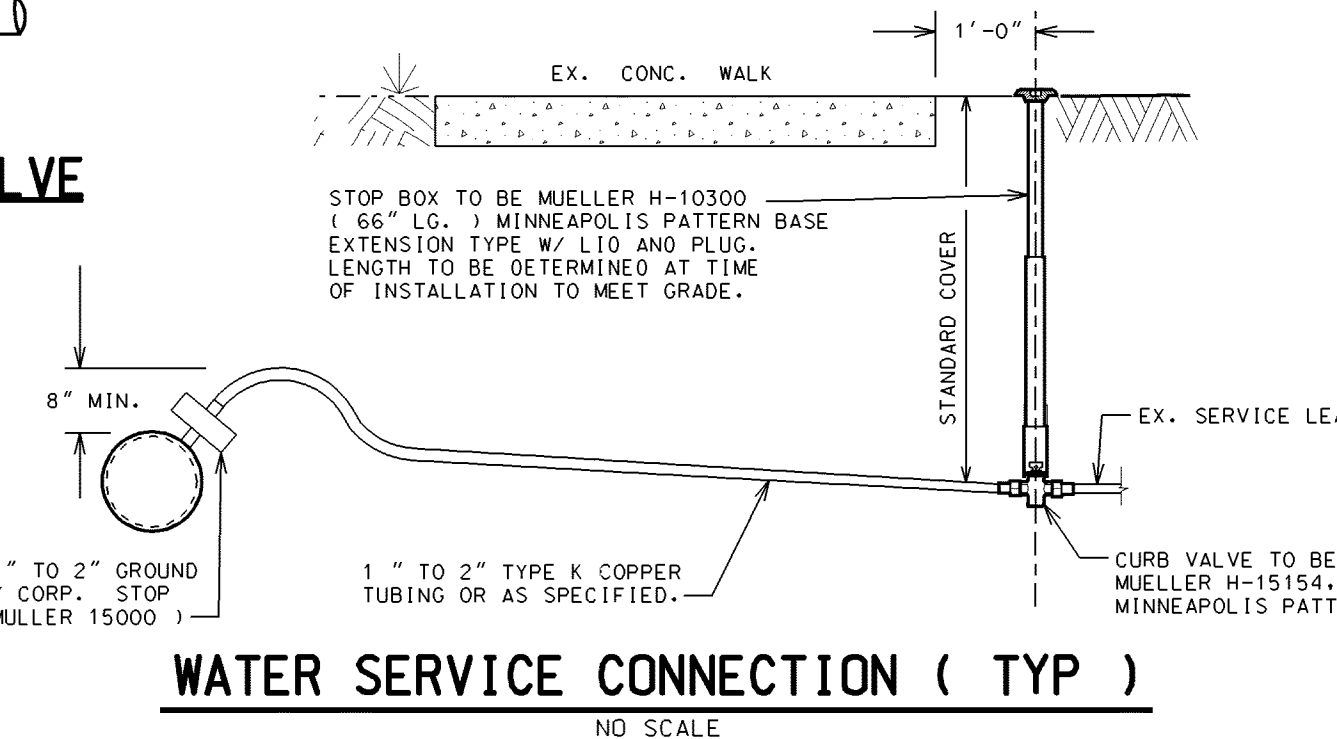
CONCRETE THRUST BLOCK FOR BENDS

N. T. S.



| SIZE | A MIN. | B MIN. | C     | D     | E     | F     | G     |
|------|--------|--------|-------|-------|-------|-------|-------|
| 8"   | 1'-11" | 0'-9"  | 1'-2" | 3'-0" | 1'-6" | 2'-0" | 1'-6" |
| 12"  | 2'-1"  | 0'-9"  | 1'-4" | 4'-0" | 2'-0" | 3'-0" | 1'-6" |
| 16"  | 2'-8"  | 1'-0"  | 1'-8" | 5'-0" | 2'-6" | 4'-0" | 2'-0" |

CONC. THRUST BLOCKS FOR PLUGS & CAPS



WATER SERVICE CONNECTION ( TYP )

NO SCALE

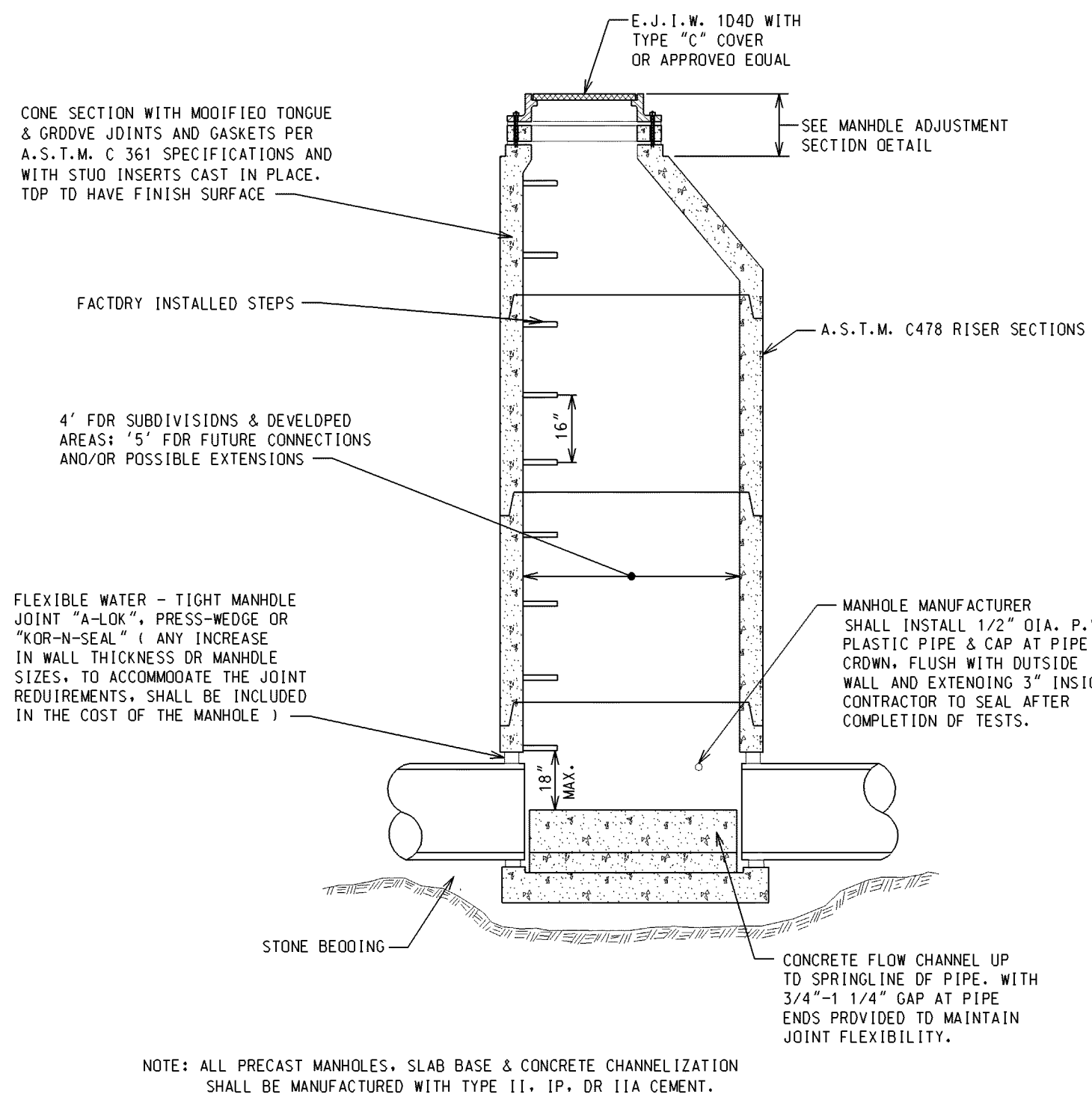
City of Birmingham  
A Vibrant Community

151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

## WATER MAIN STANDARD DETAILS

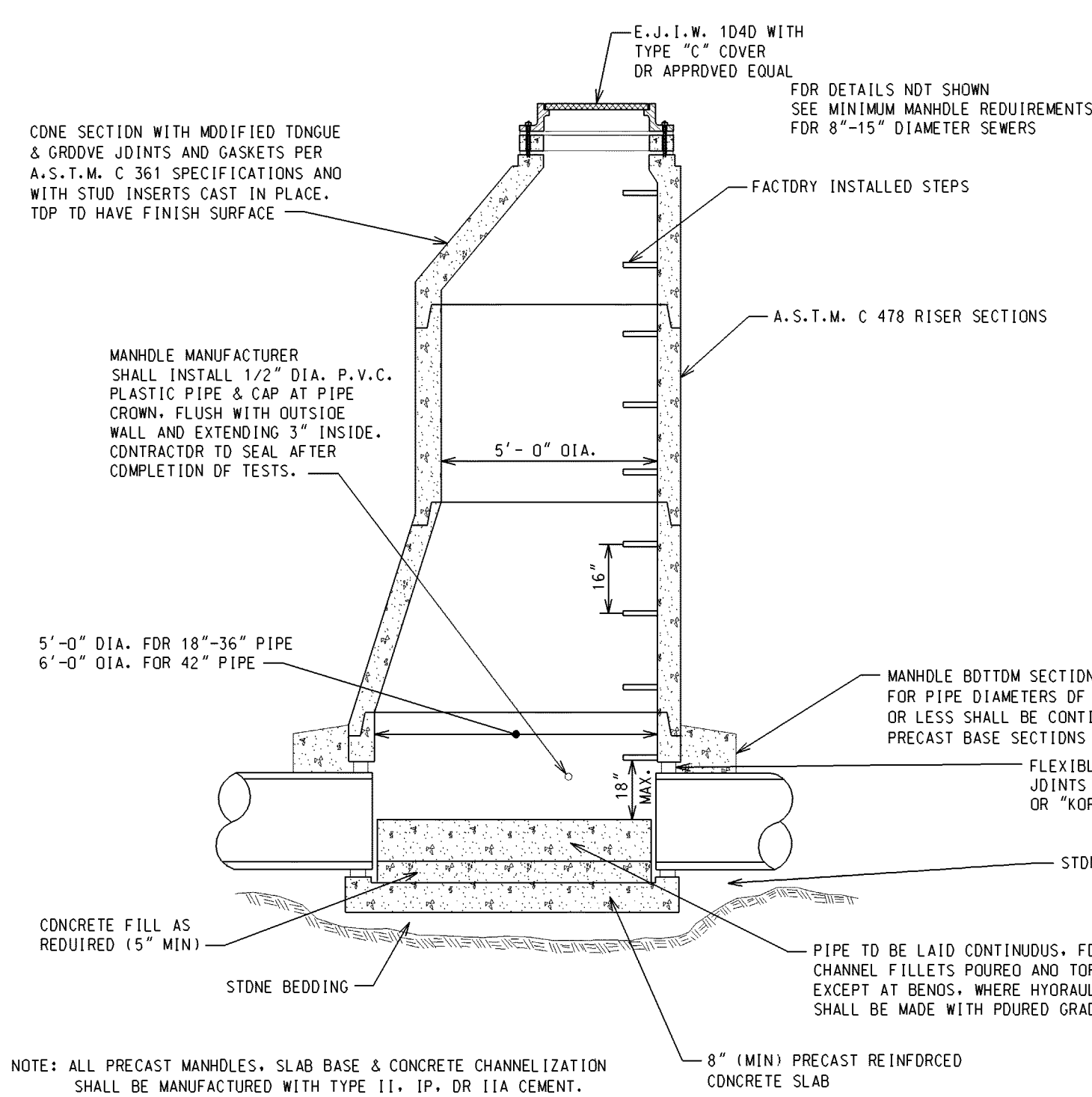
|       |                          |          |             |           |
|-------|--------------------------|----------|-------------|-----------|
| DATE: | ADDITION AND/OR REVISION | DRAWN    | PROJECT NO. | SHEET NO. |
|       |                          | DESIGNED | DATE        | WM-1      |
|       |                          | APPROVED | SCALE       |           |





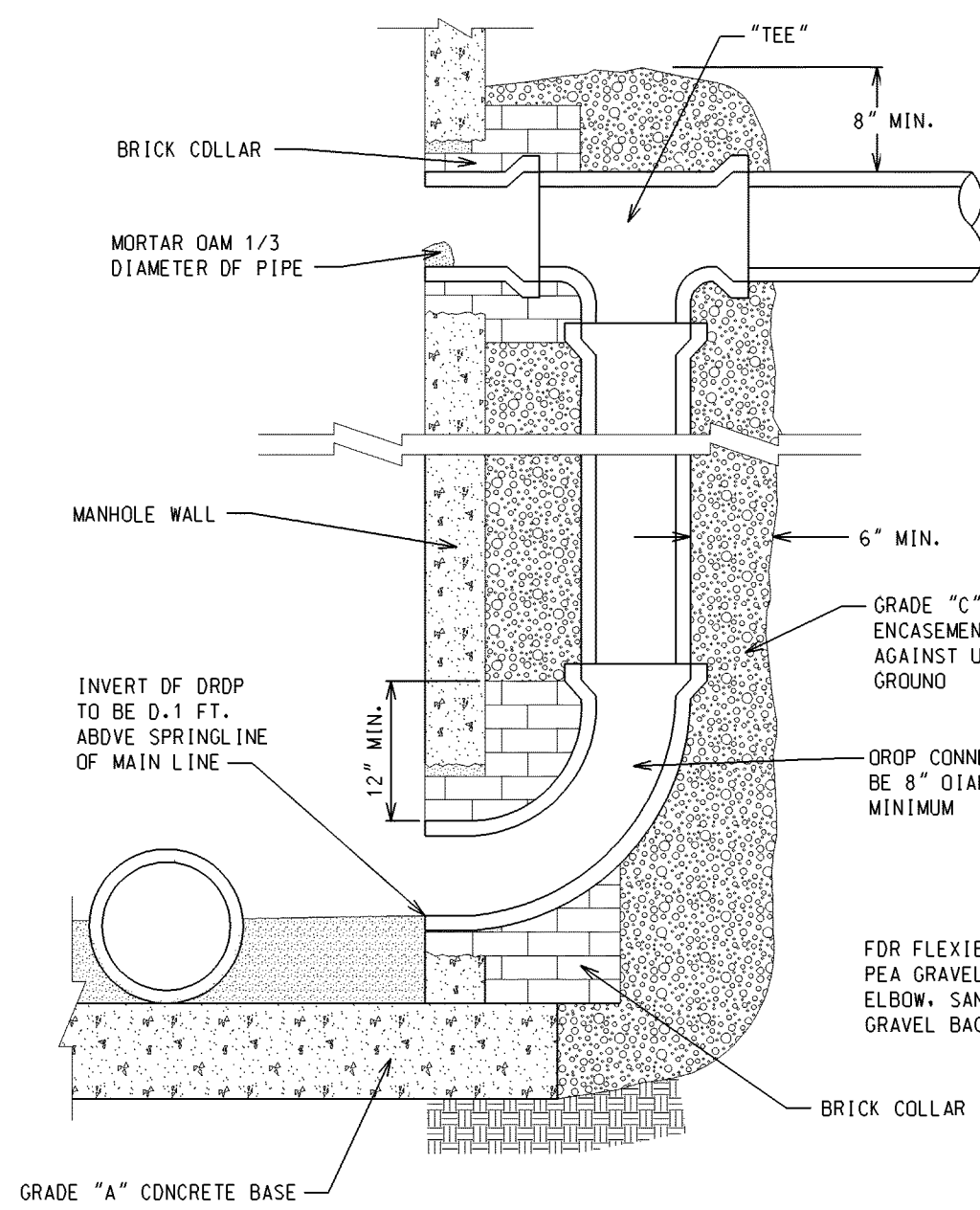
### SEWER MANHOLE

( 8" THRU 15" DIA. SEWERS )

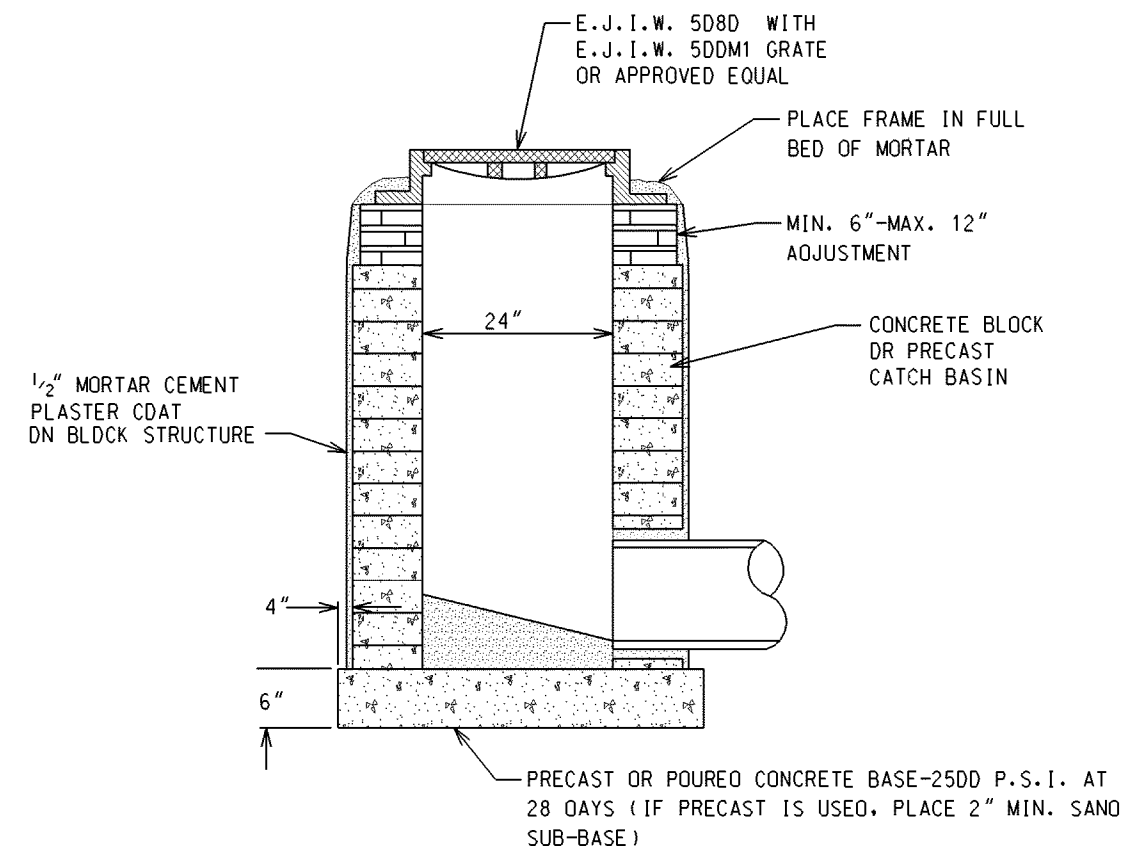


### SEWER MANHOLE

( 18" THRU 42" DIA. SEWERS )

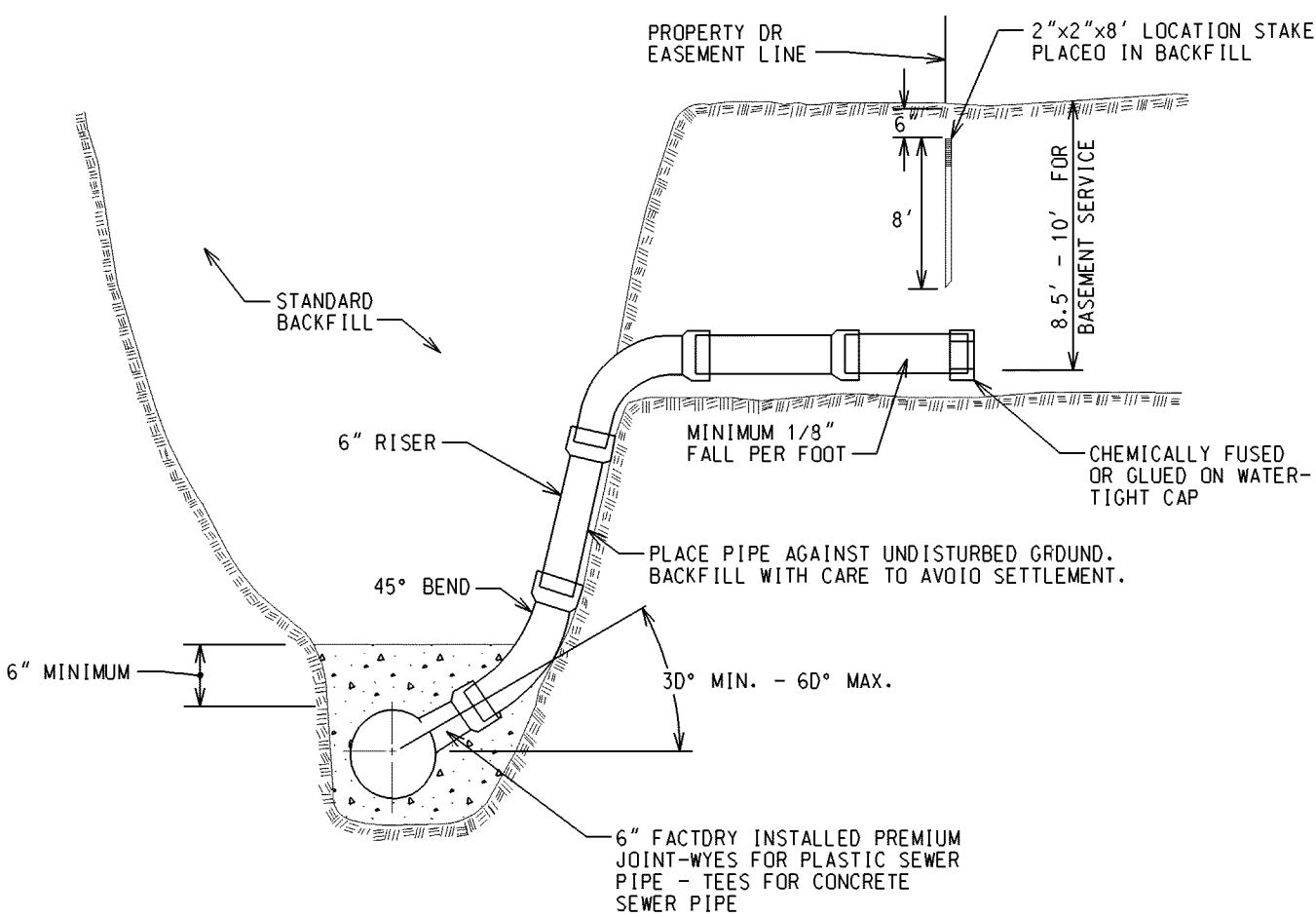


### EXTERNAL DROP CONNECTION



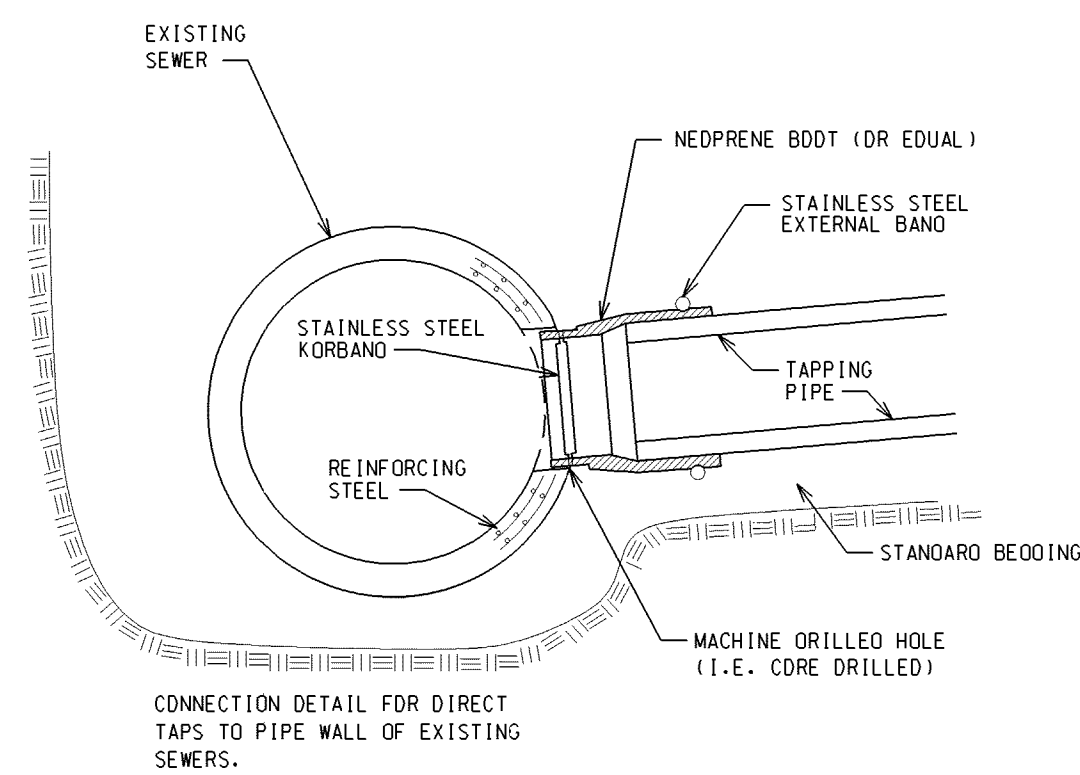
### 2 FT. DIAMETER INLET

NOTE: FOR CATCH BASINS OR INLETS WITHIN YARD AREAS USE E.J.I.W. 1040 WITH TYPE "N" COVER OR APPROVED EQUAL



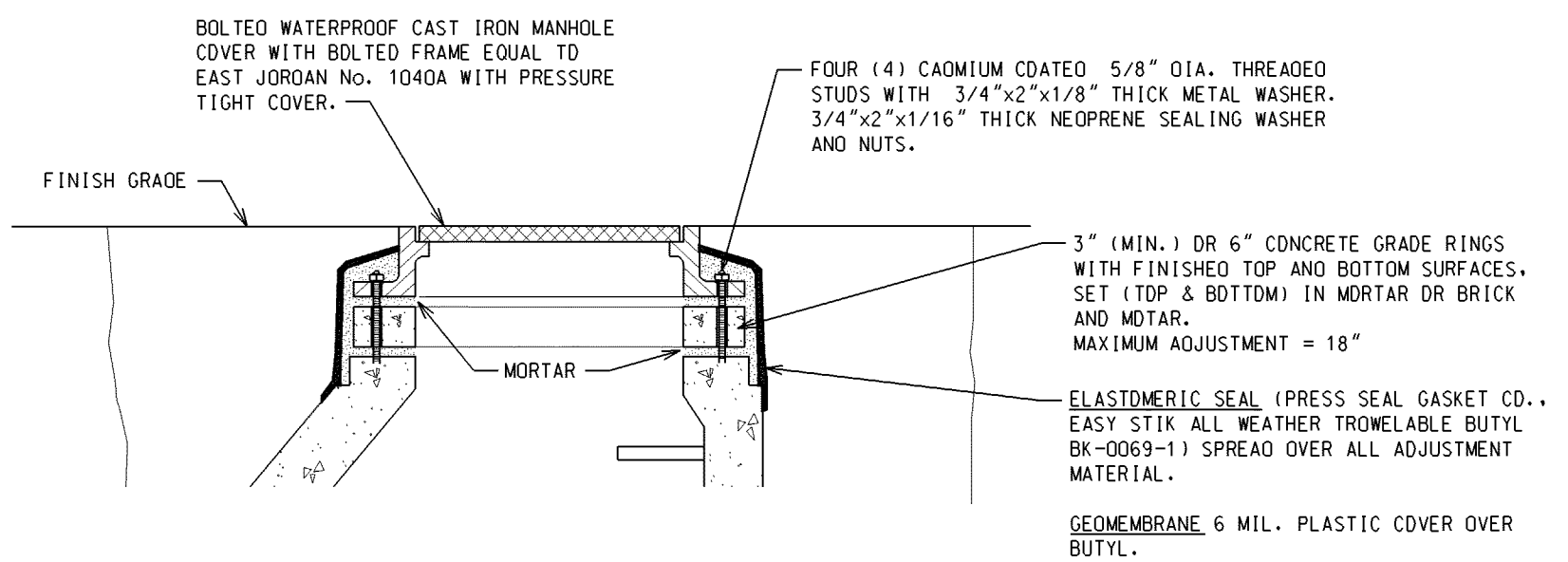
### BUILDING LEAD DETAIL

0" - 15" COVER

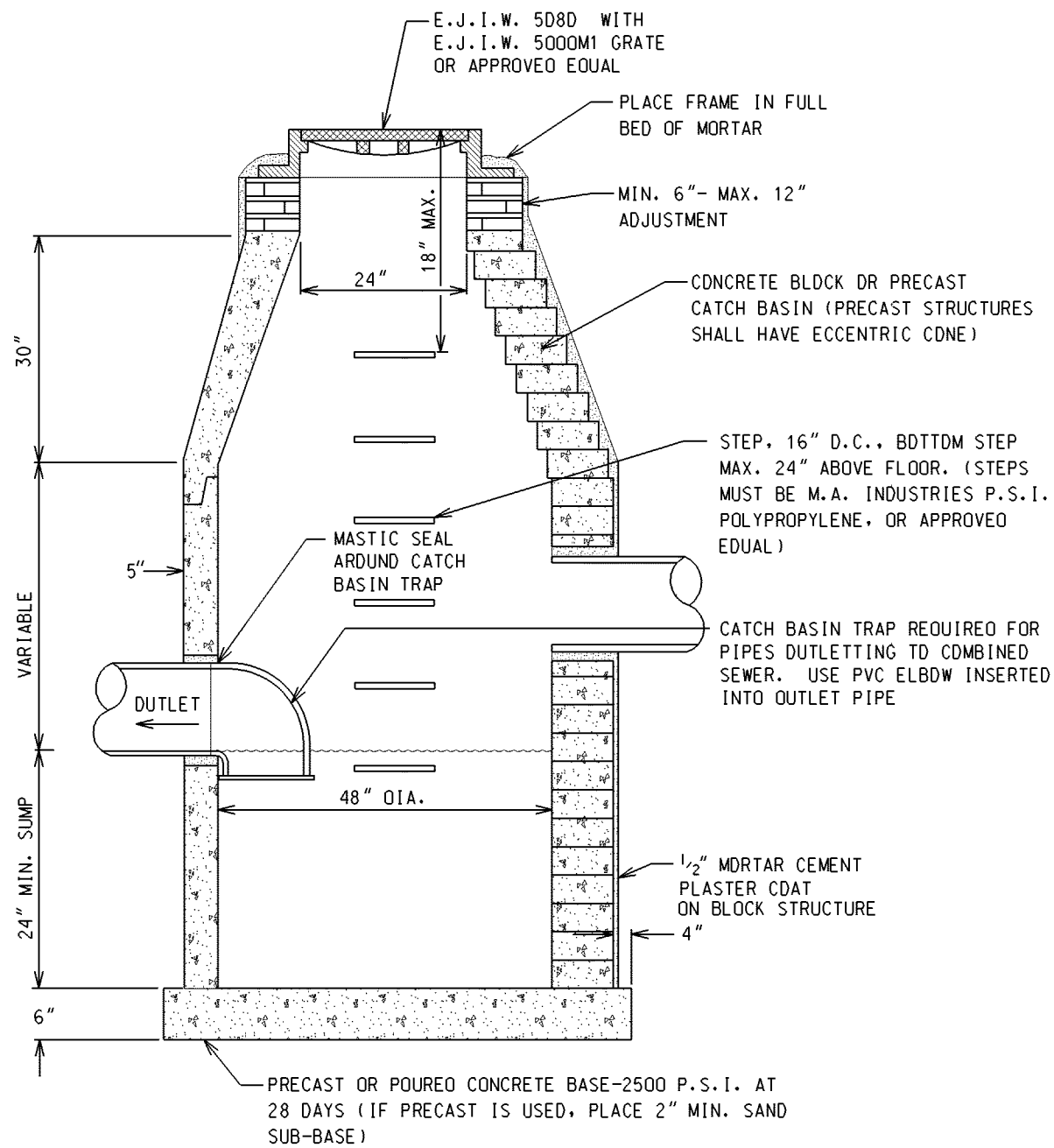


### KOR-N-TEE TAP FOR CONCRETE

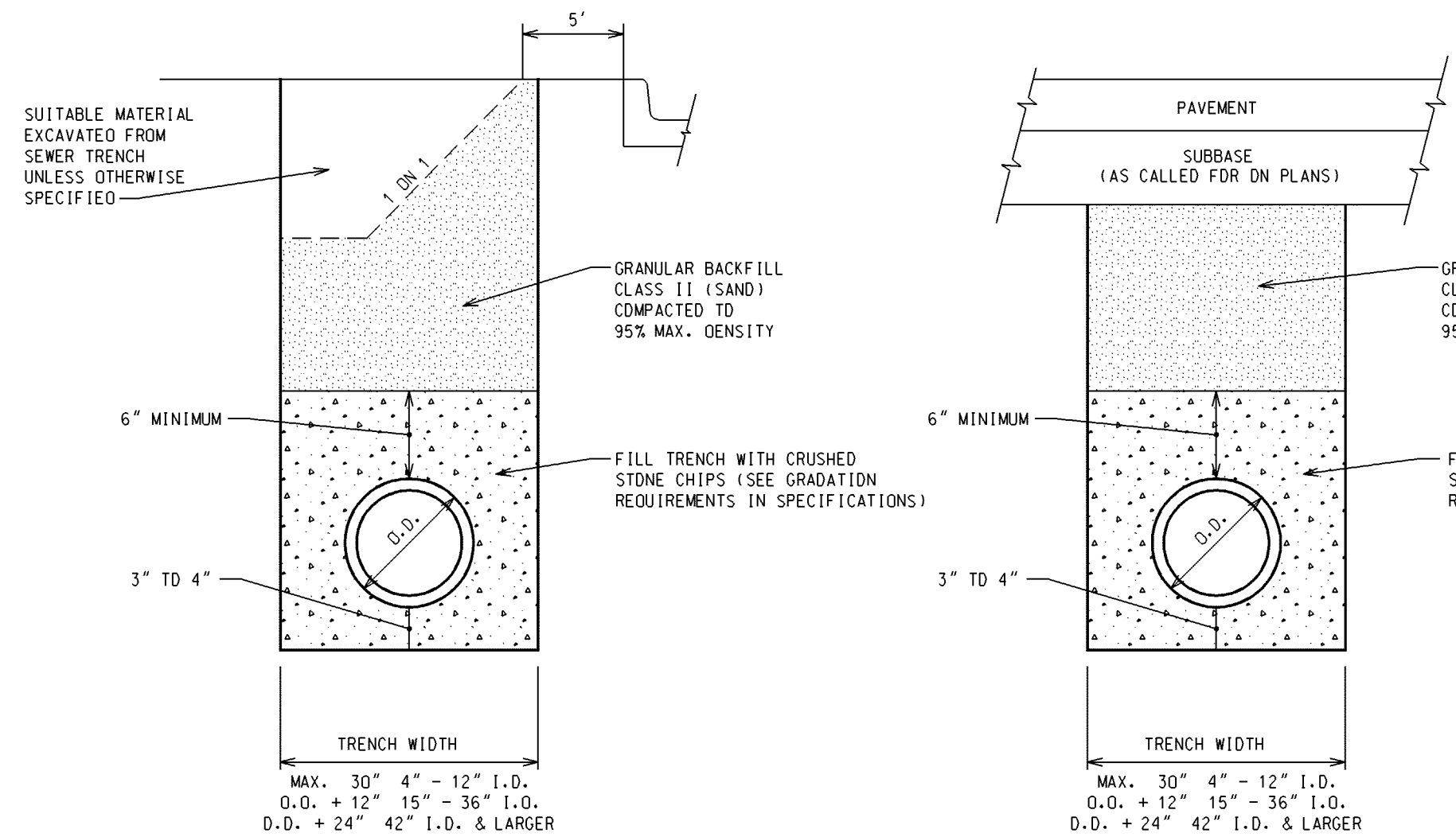
NO SCALE



### SANITARY MANHOLE ADJUSTMENT SECTION DETAIL



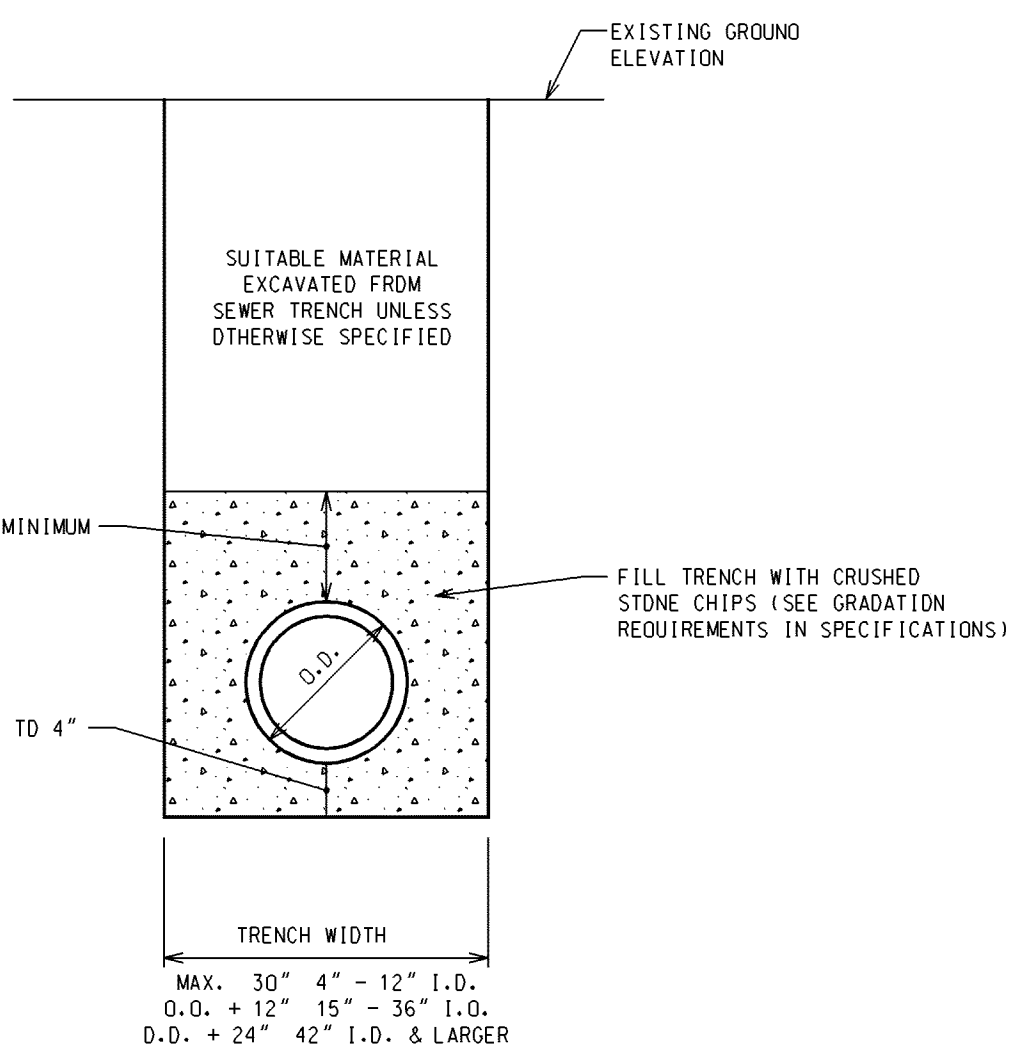
### 4 FT. DIAMETER CATCH BASIN



### TRENCH DETAIL "A"

SEWER UNDER ROAD BED OR WITHIN THE INFLUENCE OF ROAD BED

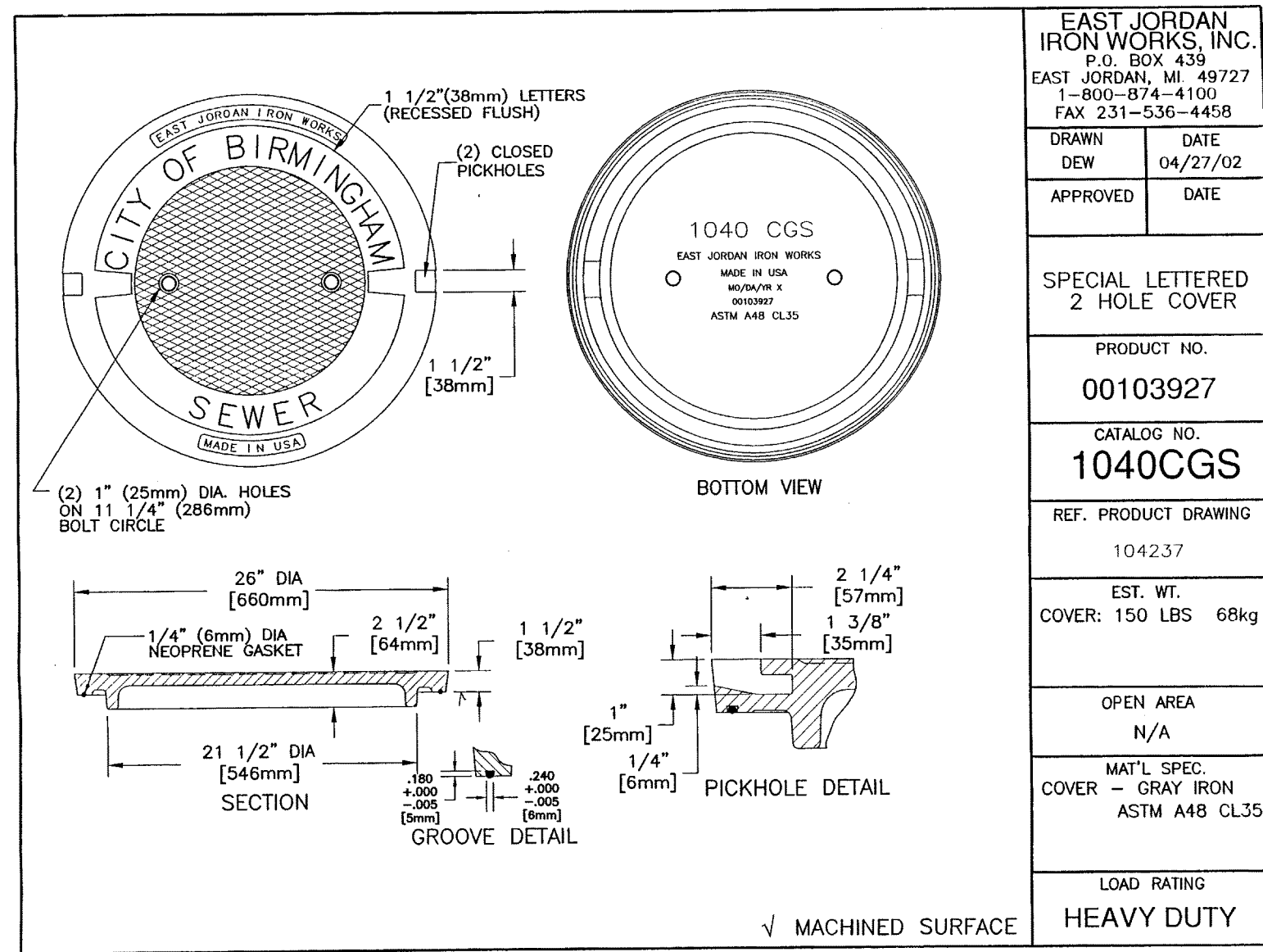
NOT TO SCALE



### TRENCH DETAIL "B"

SEWER NOT UNDER ROAD BED

NOT TO SCALE



151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

### SEWER STANDARD DETAILS

|       |                          |          |              |           |
|-------|--------------------------|----------|--------------|-----------|
| DATE: | ADDITION AND/OR REVISION | DRAWN    | PROJECT NO.  | SHEET NO. |
|       |                          | DESIGNED | DATE         |           |
|       |                          | APPROVED | SCALE        |           |
|       |                          |          | JANUARY 2007 |           |



# **WIMBLETON DRIVE PAVING PROJECT**



**CONTRACT #6-25(W)**

**CITY OF BIRMINGHAM**

**ENGINEERING DEPARTMENT**

**Contractor's Name:** Eminent Excavating LLC

**WIMBLETON DRIVE PAVING PROJECT**  
**CONTRACT #6-25(W)**  
**INDEX**

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|      | Request For Final Payment                                      |          |
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| 450  | Color Audio-Video Route Survey                                 | 2 Pages  |
| 500  | Water Main                                                     | 13 Pages |
| 600  | Sewers and Related Structures                                  | 12 Pages |
| 610  | Flowable Fill                                                  | 2 Pages  |
| 710  | Portland Cement Concrete Pavement                              | 9 Pages  |
| 711  | Concrete Durability Requirements                               | 5 Pages  |
| 712  | Concrete Sidewalk Construction                                 | 8 Pages  |
| 750  | Hot Mix Asphalt Pavement Construction                          | 4 Pages  |
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| 2704 | Internal Sewer Inspection                                      | 12 Pages |
| 2708 | Resin Impregnated Flexible Fabric Line and Cured-in-Place Pipe | 20 Pages |
| 2751 | Cleaning of Sewer Lines                                        | 5 Pages  |

900 Supplemental Specifications \_\_\_\_\_ 21 Pages

**Appendices:**

A: G2 Consulting Group – Soil Boring & Pavement Core Information \_\_\_\_\_ 27 Pages

B: Standard Manufacturer Details for Water Quality Structures \_\_\_\_\_ 2 Pages

C: Sketch for “Clean and Televis Ex. Storm Outfall” Base Bid Pay Item \_\_\_\_\_ 7 Pages

D: Sketch for “Alternate #1 – Rouge River Storm Outfall Improvements” \_\_\_\_\_ 2 Pages

E: Detail for Interior Drop Connection at Combined Sewer Manhole \_\_\_\_\_ 1 Page

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**ADVERTISEMENT**

**CITY OF BIRMINGHAM, MICHIGAN  
WIMBLETON DRIVE PAVING PROJECT  
CONTRACT #6-25(W)**

Sealed proposals endorsed "WIMBLETON DRIVE PAVING PROJECT - Contract # 6-25(W)" will be received from contractors by the City of Birmingham, at the office of the City Clerk, located at 151 Martin Street, Birmingham, Michigan, until **2:00 P.M. local time, on Wednesday, March 12<sup>th</sup>, 2025**. The proposals will be opened and publicly read aloud at that time. Bids submitted after the exact time specified for receipt will not be considered.

A pre-bid meeting will be held at the Birmingham City Hall building (151 Martin Street, Birmingham, MI 48009) on **Wednesday, March 5<sup>th</sup>, 2025 at 10:00 am**. Bidders should meet on the 2<sup>nd</sup> floor, near the engineering department at the east end of the building). Attendance is **MANDATORY** for general contract bidders.

General Description of Work: This project includes complete replacement of storm, sanitary, and combined sewers, water main, and pavements within the work area.

Major work items include: approximately 3,500 linear feet of mainline sewer installation; 900 linear feet of sanitary service replacement, 1,900 linear feet of new water main; 800 linear feet of water service replacement; 5,300 square yards of pavement removal and replacement with capeseal surface; 3,500 linear feet of new concrete curb and gutter; 660 square yards of new concrete driveway approaches; 4,400 square feet of new concrete sidewalks; 3,900 square yards of lawn restoration; and other items to make a complete project.

Bidders shall review and comply with all Contract Documents, and supplemental information, as defined in the Information For Bidders.

Bidding documents for this project must be obtained electronically through the Michigan Inter-governmental Trade Network (MITN), which may be accessed at <https://www.bidnetdirect.com/mitn>. Vendors wishing to obtain copies of the bidding documents will need to register through the MITN website. Electronic versions of bidding documents will be posted to MITN starting **Thursday, February 20<sup>th</sup>, 2025**.

The successful bidder shall be required to post bonds, and to comply with the contract requirements of the City Charter. Bids are firm, and no bid may be withdrawn for a period of sixty (60) days after opening of bids.

Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham. The City reserves the right to reject any and all bid proposals, to waive any irregularity in any of the bid proposals submitted, and to accept any proposal which it shall deem to be the most favorable to the interest of the City.



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A certified check or bid bond in the amount of five percent (5%) of the base bid must accompany each bid proposal.

ALEXANDRIA BINGHAM  
CITY CLERK

Published in:  
MITN

**WIMBLETON DRIVE PAVING PROJECT #6-25(W)**

**SWORN STATEMENT OF QUALIFICATIONS**

In order to provide the City of Birmingham with Contractors and Subcontractors who will carry out the work in a timely and satisfactory manner, a Sworn Statement of Qualifications must be submitted to the Engineering Division, City of Birmingham, prior to the bid opening by close of business, **5:00 p.m., Thursday, March 6<sup>th</sup>, 2025**. The qualifications of the General Contractor and Subcontractors to be used on the project will be reviewed on the basis of the proposed bidder's past performance on sewer, water main, and/or paving work of a similar nature for the City of Birmingham and other owners. Those bidders and bidders' subcontractors who are determined not to be suitable to bid on any work shall be notified in writing of the determination before the bids are opened.

The Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet.

Name: Eminent Excavating Local LLC

Address: 22161 Outer Dr

Dearborn, MI 48124

Telephone: 313.304.1154

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

fguardado@eminentcontractingllc.com

Website: eminentexcavating.com

Number of Years Operating Under Your Present Name: 5 years

General Nature of Work Performed: Eminent Excavating specializes in essential infrastructure services

including the installation and maintenance of sanitary, stormwater, and water systems. Eminent provides site work, such as land balancing, earthmoving, and site preparation, ensuring efficient and sustainable project foundations.

Number of construction crews **employed by your company** relating to the type of work under this contract: six

Number of construction personnel that constitutes a crew (foreman, pipe layers, excavator, and loader operators, etc.): Foreman, Pipe Layer, Top Man, Excavator Operator, Loader Operator, and Truck Driver

Number of construction crews the company **will place on site full-time** in order to complete this project, in its entirety, within the designated time frame: 2

The undersigned states that he/she has performed sewer and/or paving work similar in character and condition to that described in the Proposal. List three (3) projects that have been completed over the last three (3) years, including all work performed for the City of Birmingham. The contract amount must be, at minimum, within 50% of the engineer's estimate, except for work that was performed for the City of Birmingham. References provided below the 50% minimum will not be accepted.

**REFERENCE PROJECT #1:**

Project Name: Inkster Sewer Rehabilitation Phase 2

Owner: City of Inkster

Contact Person: Jerome Bivins Telephone No.: 313.5639774

Contract Amount: \$ 1.9 Million

Final Contract Price: \$ 1.7 Million

Date Completed: 4/1/2023

Description of Work Performed:

The project involved the construction of sewer, stormwater, and watermain infrastructure, along with pavement restoration.

**REFERENCE PROJECT#2:**

Project Name: City of Ecorse As Needed Repairs

Owner: City of Ecorse

Contact Person: Brent Kraft Telephone No.: 586.781.8950

Contract Amount: \$ 950,000

Final Contract Price: \$ 1,000,000

Date Completed: 11/1/2023

Description of Work Performed:

The project encompassed watermain repairs throughout the city of Ecorse, including main repairs, fire hydrant installations, gate well and gate valve installations, water service installations, as well as sewer and storm drainage repairs.

**REFERENCE PROJECT #3:**

Project Name: Dearborn Watermain 2024 Phase 1 Reuter St

Owner: City of Dearborn

Contact Person: Majid Ismail Telephone No.: 734.756.7692

Contract Amount: \$ 2.1 Million

Final Contract Price: \$ 1.9 Million

Date Completed: 5/1/2024

Description of Work Performed:

Eminent successfully installed 2,500 linear feet of 8-inch water main, including lead service

replacements. The project also featured curb and gutter reconstruction, followed by asphalt resurfacing,

ensuring a complete and high-quality infrastructure upgrade.

List major work presently under contract:

| <u>Name of Project</u>     | <u>Percent Complete</u> | <u>Owner</u>                  | <u>Engineer</u>         | <u>Contract Amount</u> |
|----------------------------|-------------------------|-------------------------------|-------------------------|------------------------|
| <u>BNA Gordie Howe</u>     | <u>90 %</u>             | <u>Bridging North America</u> | <u>Roderigo Paredes</u> | <u>\$ 5.7 Million</u>  |
| <u>Inkster Sewer Rehab</u> | <u>10 %</u>             | <u>City of Inkster</u>        | <u>Brent Kraft</u>      | <u>\$ 1.3 Million</u>  |
| <u>Dearborn WM Phase 3</u> | <u>98 %</u>             | <u>City of Dearborn</u>       | <u>Majid Ismail</u>     | <u>\$ 1.2 Million</u>  |
| <u>Oakland Ave Paving</u>  | <u>75 %</u>             | <u>City of Birmingham</u>     | <u>Melissa Coatta</u>   | <u>\$ 1.1 Million</u>  |
| <u>Edgewood Rd Paving</u>  | <u>95 %</u>             | <u>City of Birmingham</u>     | <u>Melissa Coatta</u>   | <u>\$ 1.2 Million</u>  |



**SUBCONTRACTOR INFORMATION:**

The Bidder agrees to use the following subcontractors for the performance of the work of their respective trades for this project, unless otherwise approved in writing by the Owner prior to signing of the contract. Contractor shall include, at a minimum, the subcontractor that will perform any work with a total value of 25% or more of the contract total value.

| <u>Name, Address &amp; Telephone<br/>Number of Subcontractor</u>            | <u>Type of Work<br/>By Subcontractor</u> | <u>Percentage of<br/>Contract Value by<br/>Subcontractor</u> |
|-----------------------------------------------------------------------------|------------------------------------------|--------------------------------------------------------------|
| Water Tap INC<br>48595 West Rd, Wixom, MI 48393                             | Hydra-Stop                               | N/A                                                          |
| Highway Maintenance & Construction<br>12101 Wahrman St<br>Romulus, MI 48174 | Cape Seal Surface                        | N/A                                                          |
|                                                                             |                                          |                                                              |
|                                                                             |                                          |                                                              |
|                                                                             |                                          |                                                              |
|                                                                             |                                          |                                                              |
|                                                                             |                                          |                                                              |
|                                                                             |                                          |                                                              |
|                                                                             |                                          |                                                              |
|                                                                             |                                          |                                                              |
|                                                                             |                                          |                                                              |
|                                                                             |                                          |                                                              |

**CONTRACTOR QUESTIONNAIRE:**

**Have you, at any time, failed to complete a contract?**

       Yes   x   No

Are there any judgements, claims or suits pending by or outstanding against you?

       Yes   x   No

**If the answer to either question is Yes, submit details on separate sheet.**

List all judgments against your firm due to construction contracts in the last three (3) years. Include separate pages if necessary.

## CERTIFICATION

I hereby certify that the above information is true and correct this 5 day of March, 2024.

By: Eminent Excavating local LLC

Signature and Title:  - OFM

Written Name: Francisco Guardado

Address: 22161 outer Dr Dearborn MI 48124

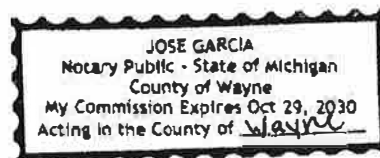
STATE OF MICHIGAN )  
 )  
County of Wayne ) SS

Subscribed and Sworn to before me, a Notary Public, in and for Wayne County, Michigan,  
on this 5 day of March, 2024.

Notary Public

In and for the County of Wayne, MI

My commission Expires: October 29, 2030



**INSTRUCTIONS**

Complete all requested information on this form and submit it to the City of Birmingham at the information shown below before the close of business **5:00 p.m., Thursday, March 6<sup>th</sup>, 2025.**

**Attention: Mr. Cory Borton, Assistant Director of Engineering**

Email: [cborton@bhamgov.org](mailto:cborton@bhamgov.org)

Receipt of the form may be confirmed by calling (248) 530-1850.

Copies of this Sworn Statement form will be sent by email to prospective bidders upon request.



Office: 313.980.5829

Fax: 313.908.4991

[Main@EminentExcavating.com](mailto:Main@EminentExcavating.com)

[www.EminentExcavating.com](http://www.EminentExcavating.com)

## WIMBLETON DRIVE PAVING PROJECT QUALIFICATION STATEMENT CONTRACT #6-25(W)

- a) Provide a list of all work performed for municipalities (City, Village, Township, State, Federal, and County) within the last five (5) year period.
- a. City of Dearborn
    - i. Water Main Installation
    - ii. Sanitary Repair
    - iii. Storm system Installations
    - iv. Pavement Replacement
  - b. City of Inkster
    - i. Sanitary Sewer Replacement
    - ii. Water Main Replacement
    - iii. Storm Installation
    - iv. Pavement Replacement
  - c. City of Romulus
    - i. Lead Service Replacements
    - ii. Water Main Repair
  - d. City of Birmingham
    - i. Combined Sewer Replacement
    - ii. Storm Sewer Installation
    - iii. Water Main Replacement
    - iv. Pavement Replacement
  - e. Wayne County
    - i. Manhole Structure Rehabilitation
- b) Provide a list of minimum five (5) projects for work (municipal work preferred; but not required) in each of the categories you would like to become prequalified. A project can be listed in more than one category. The categories are listed below:
- a. Water main Installation in an existing residential or commercially developed area
    - i. Dearborn Water Main Replacement and Asphalt Street Resurfacing 2024 Phase 1; FEB 2024-MAY 2024; Contract Amount \$2,101,167.
    - ii. Inkster Sewer Rehab Phase 2; JULY 2022-NOV 2022; Sewer, Water, and Storm Installation; Contract Amount \$1,714,667.28.
    - iii. DWS 717 Parkland; MAR 2024-MAY 2024; Water Main Installation; Contract Amount \$200,000.
    - iv. McClellan ECE Rising Sun; JAN 2024-APR 2024; Storm, Sewer, Watermain Installation; Contract Amount \$850,000.
    - v. Greenland Grocery Store; APR 2023-SEPT 2023; Sanitary, Sewer, Watermain Installation; \$500,000
  - b. Water main replacement in an existing residential or commercially developed area
    - i. Ecorse As Needed Watermain Repairs; NOV 2022 – Current; 150+ Watermain Repairs; Contract Amount \$850,000+++.
    - ii. Romulus As Needed Repairs; NOV 2023 – Current; Water Main Repairs and Lead Service Replacements; Contract Amount \$100,000.



- iii. Gordie Howe International Bridge Project; FEB 2023-Current; Water Main Repair; Contract Amount \$9,000,000.00
  - iv. Inkster Sewer Rehab Phase 2; JULY 2022-NOV 2022; Sewer, Water, and Storm Installation; Contract Amount \$1,714,667.28.
  - v. Dearborn Water Main Replacement and Asphalt Street Resurfacing 2024 Phase 1; FEB 2024-MAY 2024; Contract Amount \$2,101,167.
- c. Sanitary Sewer Construction in an existing residential or commercially developed area
  - i. Dearborn Water Main Replacement and Asphalt Street Resurfacing 2024 Phase 1; FEB 2024-MAY 2024; Contract Amount \$2,101,167.
  - ii. Inkster Sewer Rehab Phase 2; JULY 2022-NOV 2022; Sewer, Water, and Storm Installation; Contract Amount \$1,714,667.28.
  - iii. McClellan ECE Rising Sun; JAN 2024-APR 2024; Storm, Sewer, Watermain Installation; Contract Amount \$850,000.
  - iv. Greenland Grocery Store; APR 2023-SEPT 2023; Sanitary, Sewer, Watermain Installation; \$500,000
  - v. Inkster Sewer Rehab Phase 3; NOV 2023-APR 2024; Sewer and Storm Installation; Contract Amount \$860,000
- d. Storm Sewer Construction in an existing residential or commercially developed area
  - i. Dearborn Water Main Replacement and Asphalt Street Resurfacing 2024 Phase 1; FEB 2024-MAY 2024; Contract Amount \$2,101,167.
  - ii. Inkster Sewer Rehab Phase 2; JULY 2022-NOV 2022; Sewer, Water, and Storm Installation; Contract Amount \$1,714,667.28.
  - iii. McClellan ECE Rising Sun; JAN 2024-APR 2024; Storm(underground detention), Sewer, Watermain Installation; Contract Amount \$850,000.
  - iv. Inkster Sewer Rehab Phase 3; NOV 2023-APR 2024; Sewer and Storm Installation; Contract Amount \$860,000
  - v. Greenland Grocery Store; APR 2023-SEPT 2023; Sanitary, Sewer, Watermain Installation; \$500,000
- e. Structure Rehabilitation
  - i. RSVDS Wayne County Manhole Rehab; JAN 2023 – Ongoing; 250+ Manhole Rehabs; Contract Amount \$1,900,000
  - ii. Inkster Sewer Rehab Phase 2; JULY 2022-NOV 2022; Sewer, Water, and Storm Installation; Contract Amount \$1,714,667.28.
  - iii. Inkster Sewer Rehab Phase 3; NOV 2023-APR 2024; Sewer and Storm Installation; Contract Amount \$860,000
  - iv. Dearborn Water Main Replacement and Asphalt Street Resurfacing 2024 Phase 1; FEB 2024-MAY 2024; Contract Amount \$2,101,167.
  - v. GLWA Manhole Rehabs; 2022-2024; GLWA Sewer Manhole Rehabs; Contract Amount \$100,000
- f. Pavement Replacement/Rehabilitation of roadways or parking lots
  - i. Inkster Sewer Rehab Phase 2; JULY 2022-NOV 2022; Sewer, Water, and Storm Installation; Contract Amount \$1,714,667.28.
  - ii. Inkster Sewer Rehab Phase 3; NOV 2023-APR 2024; Sewer and Storm Installation; Contract Amount \$860,000
  - iii. Dearborn Water Main Replacement and Asphalt Street Resurfacing 2024 Phase 1; FEB 2024-MAY 2024; Contract Amount \$2,101,167.
  - iv. Gordie Howe International Bridge Project; 2023-Current; Sidewalk, Curb, and Pavement; Contract Amount \$8,500,00
  - v. Tree Root Sidewalk Program Detroit; 2021-2022; Sidewalk Replacement; Contract Amount \$2,000,000

- c) Furnish the Township with evidence of current eligibility as determined by the Prequalification Unit of the Financial Services Division of the Michigan Department of Transportation, by furnishing a copy of the Michigan Department of Transportation form showing current ratings and classifications as well as prequalification expiration date.
  - a. See Attached
- d) The person or persons authorized to receive payments for work performed and the method for delivery of such payment such as mail, persona delivery, etc.
  - a. Francisco Guardado- Mail Check to Eminent Excavating LLC 514 S Fort St. Detroit, MI 48217
- e) The names and titles of persons authorized to approve Change Orders and other "on the job" decision during construction
  - a. Eriverto Guardado- Superintendent
  - b. Marcos Guzman- Project Manager
- f) Information concerning involvement of the contractor, its shareholders, or affiliates in litigation, arbitration or contract disputes involving the owner, owner's representative, sub-contractors, insurers, suppliers or other parties on projects during the five (5) years prior to submission of the information required herein. Litigation shall include State and Federal proceedings including bankruptcy proceedings.
  - a. N/A
- g) The history of the contractor concerning violations of the Michigan Occupational Safety Health Act rules on projects during three (3) years prior to the submission of the information required herein. Information on any and all construction site accidents involving injuries to persons or damage to property three (3) year prior to the submission of the information required herein.
  - a. N/A
- h) Information for a period of (5) years prior to the submittal involving any disputes or issues with owner or owner's representative concerning scope of work, quality of workmanship, delay in completion, delay or difficulty in communication, insurance, and issues involving permitting agencies.
  - a. N/A



Office: 313.914.4128  
Cell: 313.304.1154  
Fax: 313.908.4991  
[Main@EminentExcavating.com](mailto:Main@EminentExcavating.com)  
[WWW.EminentExcavating.com](http://WWW.EminentExcavating.com)

## References

### **Brent Kraft– City of Ecorse Engineer**

Giffels Webster

586.781.8950

Bkraft@Giffelswebster.com

Projects in Inkster and Ecorse

**Ecorse As-Needed Water Repairs-** Water Main Repairs throughout the City of Ecorse that vary from Watermain Repairs (Repair Bands, Sections of Pipe Replacement), Fire Hydrant Installations, Gate Valve Installations, Gate Well Installations, Water Service Installations). Eminent exercises Gate Valves during repairs, Disinfection of Domestic Water Piping System, Hydrostatic Test

### **Mike Harrington – City of Ecorse Engineer/Acting as Director of Public Works**

City of Ecorse

816.650.8095

Mharrington@aewinc.com

Sewer, Storm, and Water Main/Service Emergency Repairs for City of Ecorse

### **Francis Brzezinski – Construction Manager**

Gordie Howe International Bridge Project

734.899.0298

fbrzezinski@bnausjv.com

Dry Utility Excavation Site Work (130,000 LF) , Concrete Pavement Installation, Wet Utilities As Needed

### **Jerome Bivins – Deputy Director of Public Services**

City of Inkster

313.563.9774

jbivins@cityofinkster.com

Inkster Sewer Rehabilitation Project- Project consisted of Sewer, Storm, Watermain Construction and Pavement Restoration

**Roberto Scappaticci – Director of Department of Public Works**

City of Romulus

734.552.4268

rscappaticci@romulusgov.com

Romulus Emergency Water & Sewer Repairs

**Pamela Lemme – Senior Civil Engineer**

City of Detroit

313.268.0122

Lemmep@detroitmi.gov

Tree-Root Sidewalk Program, Storm Catch Basins, and Sewer Manholes.

**Joseph Mayhew – Director of Public Works**

City Of Wyandotte

734.324.4525

Jmayhew@wyandottemi.gov

Wyandotte Sidewalk Replacement

**Nathan Zgnilec – Project Engineer (Wayne County Engineers for this Project)**

OHM Advisors

248.751.3122

Nathan.Zgnilec@ohm-advisors.com

RSVSD Wayne County Manhole Rehabilitation

**Ken Wiitanen – Project Supervisor**

Michigan Recreational Constructions Inc.

816.650.8095

Ken@buildingfun.com

DWSD Watermain Work for City of Detroit Parks (10+ Parks)

**Joe Fattore – Senior Project Manager**

**Lloyd Lambrix – Senior Estimator**

Inland Pipe Rehabilitation

313.590.0537 – Joe

313.648.0372 – Lloyd



Joe.Fattore@puriscorp.com

Lloyd.lambrix@puriscorp.com

Subcontracted for Multiple Projects (GLWA,DWSD, Downriver Utility Wastewater)

**Jignesh Madhani – Vice President Municipal Operations**

Lakeshore Global Corporation

816.650.8095

Jignesh.madhani@lgccorp.com

Sewer, Storm and Watermain

**Najim N. Saymuah – General Contractor**

CDPA Architects + Planners

313.763.8945

Nsaymuah@cdpaarchitects.com

Private Jobs (Wet Utilities, Site Excavation, Grading, Etc.)

**Joseph Mayhew – Director of Public Works**

City Of Wyandotte

734.324.4525

Jmayhew@wyandottemi.gov

Wyandotte Sidewalk Replacement

**Nathan Zgnilec – Project Engineer (Wayne County Engineers for this Project)**

OHM Advisors

248.751.3122

Nathan.Zgnilec@ohm-advisors.com

RSVSD Wayne County Manhole Rehabilitation

## PROPOSAL

## WIMBLETON DRIVE PAVING PROJECT

## CONTRACT #6-25(W)

TO THE CITY OF BIRMINGHAM, MICHIGAN:

The undersigned, being familiarized with the local conditions affecting the cost of the work and the Contract Documents including all those sections listed in the Index, and the following addenda:

| Date            | Addendum Number |
|-----------------|-----------------|
| <u>02-27-25</u> | <u>01</u>       |
| <u>03-04-25</u> | <u>02</u>       |

hereby proposes to perform everything noted herein and to provide and furnish all labor, materials, except as otherwise specified, necessary to construct and complete in a workmanlike manner all of the work required to be performed for the **Wimbledon Drive Paving Project, Contract #6-25(W)** in conformance with the requirements shown or implied in the above contract documents all of which are hereby made a part of this contract at the following unit price as here stated and further defined in the specifications.

| No.                         | ITEMS FOR BID                            | QTY   | UNITS | UNIT PRICE | AMOUNT    |
|-----------------------------|------------------------------------------|-------|-------|------------|-----------|
| DIVISION 1: SEWER PAY ITEMS |                                          |       |       |            |           |
| 1.                          | 18" Combined Sewer, PVC SDR 26, Trench A | 907   | LF    | \$350      | \$317,450 |
| 2.                          | 12" Combined Sewer, PVC SDR 26, Trench A | 21    | LF    | \$266      | \$5,586   |
| 3.                          | 10" Combined Sewer, PVC SDR 26, Trench A | 392   | LF    | \$245      | \$96,040  |
| 4.                          | 42" Storm Sewer, C76, CL-IV, Trench A    | 1,304 | LF    | \$480      | \$625,920 |
| 5.                          | 36" Storm Sewer, C76, CL-IV, Trench A    | 168   | LF    | \$600      | \$100,800 |
| 6.                          | 24" Storm Sewer, C76, CL-IV, Trench A    | 257   | LF    | \$269      | \$69,133  |
| 7.                          | 18" Storm Sewer, C76, CL-IV, Trench A    | 233   | LF    | \$245      | \$57,085  |
| 8.                          | 12" Storm Sewer, C76, CL-IV, Trench A    | 69    | LF    | \$150      | \$10,350  |

BID PROPOSAL FORM INCLUDED FOR  
REFERENCE ONLY. REFER TO CONTRACT  
PROPOSAL FORM FOR CONTRACT PAY ITEMS,  
QUANTITIES AND COST.

CITY OF BIRMINGHAM  
CONTRACT #6-25(W)

PROPOSAL  
100-2

| No. | ITEMS FOR BID                                                                  | QTY   | UNITS | UNIT PRICE | AMOUNT    |
|-----|--------------------------------------------------------------------------------|-------|-------|------------|-----------|
| 9.  | 10" Storm Sewer, PVC SDR 26, Trench A                                          | 138   | LF    | \$150      | \$20,700  |
| 10. | Sewer Service, 6" PVC SDR 23.5                                                 | 928   | LF    | \$100.00   | \$92,800  |
| 11. | 6" Perforated Pipe Underdrain (No sock)                                        | 2,040 | LF    | \$25       | \$51,000  |
| 12. | New 6'-0" Diameter Combined Manhole w/<br>Two Int. Drop Connections            | 1     | EA    | \$13,000   | \$13,000  |
| 13. | New 5'-0" Diameter Combined Manhole w/<br>Int. Drop Connection                 | 1     | EA    | \$8,000    | \$8,000   |
| 14. | New 4'-0" Diameter Combined Manhole,<br>Construct Online                       | 3     | EA    | \$6,500    | \$19,500  |
| 15. | New 4'-0" Diameter Combined Manhole                                            | 5     | EA    | \$5,500    | \$27,500  |
| 16. | Contech SCX-10 Water Quality Structure                                         | 1     | EA    | \$150,000  | \$150,000 |
| 17. | New 6'-0" Diameter Storm Manhole w/ 2'<br>Sump & Elevated 36" Dia. Overflow    | 1     | EA    | \$10,000   | \$10,000  |
| 18. | New 6'-0" Diameter Storm Manhole                                               | 3     | EA    | \$9,500    | \$28,500  |
| 19. | New 6'-0" Diameter Storm Catch Basin w/ 2'<br>Sump & Offset Grate (Per Detail) | 11    | EA    | \$9,500    | \$104,500 |
| 20. | New 5'-0" Diameter Storm Manhole w/ 2'<br>Sump                                 | 1     | EA    | \$7,500    | \$7,500   |
| 21. | New 4'-0" Diameter Storm Manhole w/ 2'<br>Sump & Gas Trap, Construct Online    | 1     | EA    | \$6,000    | \$6,000   |
| 22. | New 4'-0" Diameter Storm Manhole                                               | 1     | EA    | \$5,500    | \$5,500   |
| 23. | New 4'-0" Diameter Storm Catch Basin w/ 2'<br>Sump                             | 5     | EA    | \$5,000    | \$25,000  |
| 24. | New 2'-0" Diameter Storm Inlet                                                 | 3     | EA    | \$3,500    | \$10,500  |
| 25. | Sewer Investigation, Laterals                                                  | 36    | EA    | \$450.00   | \$16,200  |

| No. | ITEMS FOR BID                                          | QTY   | UNITS | UNIT PRICE | AMOUNT   |
|-----|--------------------------------------------------------|-------|-------|------------|----------|
| 26. | Sewer Service Tap, 6"                                  | 48    | EA    | \$750      | \$36,000 |
| 27. | Sewer Service Connection, 6"                           | 7     | EA    | \$750      | \$5,250  |
| 28. | Sewer Tap, Combined, OCWRC, 18"                        | 1     | EA    | \$3,000    | \$3,000  |
| 29. | Sewer Tap, Combined, OCWRC, 10"                        | 2     | EA    | \$2,500    | \$5,000  |
| 30. | Sewer Tap, Storm, 42"                                  | 1     | EA    | \$3,500    | \$3,500  |
| 31. | Sewer Stub w/ Capped End, Storm, 36"                   | 1     | EA    | \$2,500    | \$2,500  |
| 32. | Sewer Stub w/ Capped End, Storm, 24"                   | 2     | EA    | \$2,000    | \$4,000  |
| 33. | Sewer Stub w/ Capped End, Storm, 18"                   | 2     | EA    | \$1,500    | \$3,000  |
| 34. | Install Concrete Saddle at Utility Crossing            | 3     | EA    | \$400      | \$1,200  |
| 35. | Reconstruct Manhole (if and where needed)              | 25    | VF    | \$400      | \$10,000 |
| 36. | Remove & Replace Structure Cover (as directed by City) | 1,650 | LB    | \$4.00     | \$6,600  |
| 37. | Remove Ex. Sewer Manhole                               | 16    | EA    | \$850      | \$13,600 |
| 38. | Remove Ex. Drainage Structure                          | 10    | EA    | \$850      | \$8,500  |
| 39. | Abandon Ex. 12" Combined Sewer                         | 471   | LF    | \$25       | \$11,775 |
| 40. | Abandon Ex. 8" Combined Sewer                          | 397   | LF    | \$25       | \$9,925  |
| 41. | Remove Ex. 24" Combined Sewer                          | 18    | LF    | \$30       | \$540.00 |
| 42. | Remove Ex. 12" Combined Sewer                          | 466   | LF    | \$30       | \$13,980 |



| No.                                  | ITEMS FOR BID                        | QTY | UNITS | UNIT PRICE | AMOUNT                        |
|--------------------------------------|--------------------------------------|-----|-------|------------|-------------------------------|
| 43.                                  | Remove Ex. 10" Combined Sewer        | 70  | LF    | \$30       | \$2,100                       |
| 44.                                  | Remove Ex. 18" Storm Sewer           | 66  | LF    | \$30       | \$1,980                       |
| 45.                                  | Remove Ex. 10" Storm Sewer           | 8   | LF    | \$30       | \$240                         |
| 46.                                  | Bulkhead Structure, 24"              | 1   | EA    | \$2,000    | \$2,000                       |
| 47.                                  | Bulkhead Structure, 12" or Less      | 2   | EA    | \$1,000    | <del>\$2,000</del><br>\$2,000 |
| 48.                                  | Bulkhead Pipe, Larger than 8"        | 10  | EA    | \$1,000    | \$10,000                      |
| 49.                                  | Clean and Televise Ex. Storm Outfall | 1   | LS    | \$6,000    | \$6,000                       |
| 50.                                  | CCTV Sewer Acceptance Inspection     | 1   | LS    | \$15,000   | \$15,000                      |
| SUBTOTAL DIVISION 1: SEWER PAY ITEMS |                                      |     |       |            |                               |

| No.                              | ITEMS FOR BID                                   | QTY   | UNITS | UNIT PRICE | AMOUNT    |
|----------------------------------|-------------------------------------------------|-------|-------|------------|-----------|
| DIVISION 2: WATER MAIN PAY ITEMS |                                                 |       |       |            |           |
| 51.                              | Remove Hydrant                                  | 2     | EA    | \$750      | \$1,500   |
| 52.                              | Remove Gate Valve Well                          | 3     | EA    | \$1,000    | \$3,000   |
| 53.                              | 12" Gate Valve & Well                           | 8     | EA    | \$10,000   | \$80,000  |
| 54.                              | Fire Hydrant Assembly, Complete                 | 6     | EA    | \$8,500    | \$51,000  |
| 55.                              | 16" D.I. CL 52 Water Main w/ Polywrap, Trench A | 10    | LF    | \$500      | \$5,000   |
| 56.                              | 12" D.I. CL 52 Water Main w/ Polywrap, Trench A | 1,307 | LF    | \$225      | \$294,075 |

| No. | ITEMS FOR BID                                                    | QTY | UNITS | UNIT PRICE | AMOUNT     |
|-----|------------------------------------------------------------------|-----|-------|------------|------------|
| 57. | 8" D.I. CL 52 Water Main w/ Polywrap, Trench A                   | 478 | LF    | \$ 220     | \$ 105,160 |
| 58. | 6" D.I. CL 52 Water Main w/ Polywrap, Trench A                   | 85  | LF    | \$ 215     | \$ 18,275  |
| 59. | 4" D.I. CL 52 Water Main w/ Polywrap, Trench A                   | 22  | LF    | \$ 210     | \$ 4,620   |
| 60. | 16" Water Main Connection to Ex. 16" Water Main                  | 1   | EA    | \$ 10,500  | \$ 10,500  |
| 61. | 8" Water Main Connection to Ex. 8" Water Main                    | 1   | EA    | \$ 9,000   | \$ 9,000   |
| 62. | 6" Water Main Connection to Ex. 6" Water Main                    | 2   | EA    | \$ 7,500   | \$ 15,000  |
| 63. | 4" Water Main Connection to Ex. 4" Water Main                    | 1   | EA    | \$ 7,000   | \$ 7,000   |
| 64. | New Water Service, 1.5", Trench A, Copper                        | 75  | LF    | \$ 90      | \$ 6,750   |
| 65. | New Water Service, 1", Trench A, Copper                          | 741 | LF    | \$ 90      | \$ 66,690  |
| 66. | New Water Service, 1", Trench A, PEX                             | 11  | LF    | \$ 70      | \$ 770     |
| 67. | New Water Service", 1", Private Property (Bored), PEX            | 135 | LF    | \$ 150     | \$ 20,250  |
| 68. | Water Service Connection, 1.5"                                   | 3   | EA    | \$ 4,000   | \$ 12,000  |
| 69. | Water Service Connection, 1"                                     | 33  | EA    | \$ 3,500   | \$ 115,500 |
| 70. | Water Service Connection, 1", Connection at Meter, 155 Wimbleton | 1   | EA    | \$ 5,000   | \$ 5,000   |
| 71. | Water Service Connection, 1", Connection at Meter, 951 Twin Oaks | 1   | EA    | \$ 5,000   | \$ 5,000   |
| 72. | Water Service Connection, 1", Connection at Meter, 999 Twin Oaks | 1   | EA    | \$ 5,000   | \$ 5,000   |
| 73. | Install Curb Stop & Box, 1"                                      | 19  | EA    | \$ 2,000   | \$ 38,000  |

| No.                                       | ITEMS FOR BID                                | QTY | UNITS | UNIT PRICE | AMOUNT |
|-------------------------------------------|----------------------------------------------|-----|-------|------------|--------|
| 74.                                       | Hydra-Stop, Insta-Valve 250, 16"             | 1   | EA    | 35,560     | 35,560 |
| 75.                                       | Hydra-Stop, Insta-Valve 250, 6"              | 1   | EA    | 6,360      | 6,360  |
| 76.                                       | Hydra-Stop, Line-Stop, 16"                   | 1   | EA    | 500        | 500    |
| 77.                                       | Hydra-Stop, Line-Stop, 6"                    | 1   | EA    | 4,150      | 4,150  |
| 78.                                       | Hydra-Stop, Line-Stop, 4"                    | 1   | EA    | 4,050      | 4,050  |
| 79.                                       | Abandon Existing Water Mains, Entire Project | 1   | LS    | 29,000     | 29,000 |
| SUBTOTAL DIVISION 2: WATER MAIN PAY ITEMS |                                              |     |       |            |        |

| No.                          | ITEMS FOR BID                                           | QTY   | UNITS | UNIT PRICE | AMOUNT |
|------------------------------|---------------------------------------------------------|-------|-------|------------|--------|
| DIVISION 3: PAVING PAY ITEMS |                                                         |       |       |            |        |
| 80.                          | Earth Excavation                                        | 2,850 | CY    | 25         | 71,250 |
| 81.                          | Subgrade Undercutting, 21AA Limestone                   | 445   | CY    | 50         | 22,250 |
| 82.                          | Subgrade Undercutting, 1"x3" Limestone                  | 100   | CY    | 65         | 6,500  |
| 83.                          | Subgrade Geogrid Fabric, Tensar Triax TX130S            | 1,250 | SY    | 8          | 10,000 |
| 84.                          | Remove and Salvage Brick Pavers                         | 700   | SF    | 1          | 700    |
| 85.                          | Removing Concrete Drive Approach                        | 435   | SY    | 12         | 5,220  |
| 86.                          | Removing Asphalt Drive Approach                         | 249   | SY    | 12         | 2,988  |
| 87.                          | Removing Concrete Sidewalk & Ramp (sawcutting included) | 414   | SY    | 12         | 4,968  |



|                                       |                                                          |       |     |               |         |
|---------------------------------------|----------------------------------------------------------|-------|-----|---------------|---------|
| 88.                                   | Removing Pavement Full Depth (Curb & Gutter included)    | 5,300 | SY  | 11            | 58,300  |
| 89.                                   | Aggregate Base, MDOT 21AA Limestone, 8"                  | 6,310 | SY  | 16.50         | 104,115 |
| 90.                                   | Capeseal Surface                                         | 5,300 | SY  | 17            | 90,100  |
| 91.                                   | Bituminous Mixture No. 4EML (Handpatching for Driveways) | 21    | TON | 350           | 7,350   |
| 92.                                   | Concrete Curb & Gutter (18" Wide, "Birmingham Roll")     | 3,570 | LF  | 22.50         | 80,325  |
| 93.                                   | Concrete Drive Approach, 6" Thick on 6" 21AA Limestone   | 614   | SY  | 63            | 38,682  |
| 94.                                   | Concrete Drive Approach, 7" Thick on 8" 21AA Limestone   | 50    | SY  | 63            | 3,150   |
| 95.                                   | Concrete Sidewalk, 6" (Includes Ramps)                   | 1,325 | SF  | 7.50          | 9,937   |
| 96.                                   | Concrete Sidewalk, 4"                                    | 3,180 | SF  | 5.75          | 18,285  |
| 97.                                   | Reinstall Salvaged Brick Pavers                          | 275   | SF  | 40            | 11,000  |
| 98.                                   | Handicap Ramp Truncated Domes                            | 185   | SF  | 20            | 3,700   |
| 99.                                   | Adjust Structure Cover                                   | 5     | EA  | 800           | 4,000   |
| 100.                                  | Maintenance Aggregate for Entire Project                 | 1     | LS  | 20,000        | 20,000  |
| SUBTOTAL DIVISION 3: PAVING PAY ITEMS |                                                          |       |     | \$ 572,820.50 |         |

| No.                           | ITEMS FOR BID                      | QTY | UNITS | UNIT PRICE | AMOUNT  |
|-------------------------------|------------------------------------|-----|-------|------------|---------|
| DIVISION 4: GENERAL PAY ITEMS |                                    |     |       |            |         |
| 101.                          | Mobilization (Max. 5% of Base Bid) | 1   | LS    | 190,000    | 190,000 |
| 102.                          | Traffic Maintenance & Control      | 1   | LS    | 5,180      | 5,180   |



|                                        |                                     |       |      |             |             |
|----------------------------------------|-------------------------------------|-------|------|-------------|-------------|
| 103.                                   | Inspector Crew Days                 | 70    | DAYS | \$650.00    | 45,500.00   |
| 104.                                   | Water and Sewer Allowance           | 1     | LS   | \$65,000.00 | \$65,000.00 |
| 105.                                   | Audio-Video Route Survey            | 1     | LS   | 1,050.00    | 1,050.00    |
| 106.                                   | Salvage Existing Signs              | 1     | LS   | 1.00        | 1.00        |
| 107.                                   | New Signs                           | 80    | SF   | 40.00       | 3,200.00    |
| 108.                                   | Sign Post, U-Channel                | 240   | LF   | 10.00       | 2,400.00    |
| 109.                                   | Tree Protection, 3" Dia. Or Greater | 66    | EA   | 300.00      | 19,800.00   |
| 110.                                   | Silt Fencing, 18" Height            | 260   | LF   | 7.00        | 1,820.00    |
| 111.                                   | Mulch, 3"                           | 155   | SY   | 8.00        | 1,240.00    |
| 112.                                   | Topsoil, 3"                         | 3,900 | SY   | 7.50        | 29,250.00   |
| 113.                                   | Sod, Class A                        | 3,900 | SY   | 7.75        | 30,225.00   |
| 114.                                   | Inlet Filter                        | 19    | EA   | 150.00      | 2,850.00    |
| 115.                                   | Inlet Sediment Pit                  | 19    | EA   | 150.00      | 2,850.00    |
| SUBTOTAL DIVISION 4: GENERAL PAY ITEMS |                                     |       |      |             | 400,366.00  |

TOTAL BASE BID (SEWER, WATER MAIN, PAVING &amp; GENERAL PAY ITEMS:

\$ 3,988,150.50

| DIVISION 5: ALTERNATE #1 PAY ITEMS ("ROUGE RIVER STORM OUTFALL") |                                                                    |          |       |             |              |
|------------------------------------------------------------------|--------------------------------------------------------------------|----------|-------|-------------|--------------|
| No.                                                              | ITEMS FOR BID                                                      | QTY      | UNITS | UNIT PRICE  | AMOUNT       |
| 116.                                                             | 42" Storm Sewer, C76, CL-IV, Trench A                              | 10       | LF    | \$1,000.00  | \$10,000.00  |
| 117.                                                             | New 6'-0" Diameter Storm Manhole, Construct Online                 | 1        | EA    | \$20,000.00 | \$20,000.00  |
| 118.                                                             | New 42" Dia. End Section w/ Bar Screen                             | 1        | EA    | \$7500.00   | \$7500.00    |
| 119.                                                             | Pre-Lining Preparation, Cleaning & Video Inspection, 48-inch Sewer | 244      | LF    | \$23.50     | \$5734.00    |
| 120.                                                             | Sewer Lining, Pre-Liner, 48" RIFI-CIPP                             | 244      | LF    | \$20.00     | \$4880.00    |
| 121.                                                             | Sewer Lining, 48" RIFI-CIPP                                        | 244      | LF    | \$585.00    | \$142,740.00 |
| 122.                                                             | Cut/Grind Protruding Sewer Leads, Any Material                     | 2        | EA    | \$615.00    | \$1230.00    |
| 123.                                                             | Cut/Grind Root Intrusion                                           | 5        | EA    | \$420.00    | \$2100.00    |
| 124.                                                             | Cut/Grind Mineral Deposit                                          | 5        | EA    | \$420.00    | \$2100.00    |
| 125.                                                             | Remove Ex. 42" Storm Headwall                                      | 1        | EA    | \$7500.00   | \$7500.00    |
| 126.                                                             | Remove Ex. 42" Storm Sewer                                         | 30       | LF    | \$750.00    | \$22,500.00  |
| 127.                                                             | Earth Excavation, Alternate #1                                     | 325      | CY    | \$100.00    | \$32,500.00  |
| 128.                                                             | Remove & Replace Woodward Ave. Sidewalk                            | 300      | SF    | \$20.00     | \$6,000.00   |
| 129.                                                             | Remove & Replace Woodward Ave. Guardrail                           | 60       | LF    | \$120.00    | \$7200.00    |
| 130.                                                             | Mobilization (Max. 5% of Bid Alternate #1 Total)                   | 1        | LS    | \$16000.00  | \$16,000.00  |
| 131.                                                             | Traffic Maintenance & Control, Alternate #1                        | 1        | LS    | \$25000.00  | \$25,000.00  |
| 132.                                                             | Inspector Crew Days, Alternate#1                                   | <u>8</u> | DAYS  | \$650.00    | \$5200.00    |

BID PROPOSAL FORM INCLUDED FOR  
REFERENCE ONLY. REFER TO CONTRACT  
PROPOSAL FORM FOR CONTRACT PAY ITEMS,  
QUANTITIES AND COST.

CITY OF BIRMINGHAM  
CONTRACT #6-25(W)

PROPOSAL  
100-10

|                                             |                                                                     |     |     |          |            |
|---------------------------------------------|---------------------------------------------------------------------|-----|-----|----------|------------|
| 133.                                        | Silt Fencing, 30" Height                                            | 250 | LF  | 15.00    | 3,750.00   |
| 134.                                        | Lawn Restoration Along Bank at Storm Outlet                         | 1   | LS  | 8,000.00 | 8,000.00   |
| 135.                                        | Gravity Retaining Wall, Boulder                                     | 365 | FSF | 105.00   | 38,325.00  |
| 136.                                        | Natural Stone Rip-Rap & 1x3 Energy<br>Dissipating Pool (per detail) | 130 | SY  | 55.00    | 7,150.00   |
| SUBTOTAL DIVISION 5: ALTERNATE #1 PAY ITEMS |                                                                     |     |     |          | 375,409.00 |

TOTAL BASE BID + ALTERNATE #1:

\$ 4,363,559.50

Accompanying this proposal is a certified check, bid bond or bank draft in the amount of five (5) percent of the total bid, payable to the City of Birmingham, Michigan, which it is agreed will be forfeited to the City of Birmingham if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein, and furnish bonds and insurance as specified within twenty-one (21) days after the contract is awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

In submitting this bid, it is understood that the right is reserved by the City of Birmingham, Michigan to reject any or all bids.

The undersigned hereby agrees to execute a contract with the City of Birmingham, Michigan according to the forms attached hereto and furnish the required bonds, all within twenty-one (21) days after the award of the contract; and will fully complete all work as stated under TIME OF COMPLETION and LIQUIDATED DAMAGES in Supplemental Instructions to Bidders.

The Bidder will identify the business entity as individuals, or if doing business under assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of persons executing proposal and bid.

Contractor's Name Eminent Excavating Local LLC  
Street Address 22161 Outer Dr Dearborn MI 48124  
City Dearborn County Wayne  
State/Zip Code MI 48124  
Telephone 313 304 1154 Fax N/A  
Date 3/10/2025  
Signed by [Signature]



Print Name: Francisco Givardado

Title: OPM

If a corporation, give state in which incorporated: N/A

Witnessed: [Signature]

Print Name: Selangei Diaz

Name of Superintendent: Eriverto Givardado

Supervision & time sequence according to the General Requirements

Give below at least three (3) references as to ability to do work proposed.

Name Majid Ismail

Address 16901 Michigan Ave

Firm City of Dearborn

Telephone 313 943 2446

Name Cory Borton

Address 248 897 1262

Firm City of Birmingham

Telephone 151 Martin St

Name \_\_\_\_\_

Address 3869 W Jefferson Ave

Firm City of Ecorse

Telephone 313 386 2520

Give below the last five (5) projects worked on, including those currently in progress, in chronological order. The names need not all be different from those listed above:

Project #1: Name of Project: Giordle Houe Int. Bridge Project

Date Started NOV 2022

Finished On Going

Name Frank Brzezinski

Address 1001 Springwells

Firm BNA contractors USA

Telephone 734 899 0298

Project #2: Name of Project: Ecorse AS Needed, Sewer + Repairs

Date Started Sep 2022

Finished On Going

Name Mike Harrington

Address 51301 Schoenherried



Firm AEW INC Telephone 810 650 8095

Project #3: Name of Project: Wayne county Manhole Rehab

Date Started Feb 2023 Finished On Going

Name Nathan Zgnilec Address 1145 Griswold St

Firm OAM Advisors Telephone (248) 751 3122

Project #4: Name of Project: City of Inkster 2/3 Manhole Rehab

Date Started April 2022 Finished On Going

Name Jerome Bivins Address 26215 Trowbridge

Firm City of Inkster Telephone 313 563 9774

Project #5: Name of Project: Asphalt Resurfacing + Water Replacement  
2024 Phas II

Date Started Feb 2024 Finished Sept 2024

Name Majid Ismail Address 16901 Michigan Ave

Firm City of Dearborn Telephone 734 756 7692

Give below all the subcontractors to be used on the project: If additional space is necessary, please use the back of this page. Should the contractor wish to use any subcontractors that are not on this list after award, the contractor shall submit a written request to the Engineer and obtain authorization for same, prior to proceeding. All subcontractors not listed must receive written approval from the City of Birmingham, prior to working on this project.

Name Harl J Bates Address 6045 Sims Drive, Sterling Heights

Firm QVM utilities inc Telephone 248 930 8524

Type of Work to be Performed: Clean and catv, Lining

Name Justin Keenan Address 20720 Sibley Rd, Brownstown

Firm Dan H's Telephone 734 552 8280

Type of Work to be Performed: Restoration

Name Milton Garcia

Address 1938 Campbell St, Detroit

Firm A&G

Telephone 313 468 2883

Type of Work to be Performed: Removals, Concrete

Name Jeffrey Demek

Address P.O. Box 74411, Romulus

Firm Highway Maintenance & Construction Co

Telephone 734 941 8885

Type of Work to be Performed: Carpentry

Name Davis Cassel

Address 98595 West Road, Wilson

Firm Water Tap Inc

Telephone 248 921 0111

Type of Work to be Performed: Hydro Stops, Water Taps

Name Tony Maggione

Address 24806 Industrial Hwy, Warren

Firm State Barricades

Telephone 586 405 3873

Type of Work to be Performed: Traffic Control

END OF SECTION

**PROPOSAL**  
**WIMBLETON DRIVE PAVING PROJECT**  
**CONTRACT #6-25(W)**

**TO THE CITY OF BIRMINGHAM, MICHIGAN:**

The undersigned, being familiarized with the local conditions affecting the cost of the work and the Contract Documents including all those sections listed in the Index, and the following addenda:

| Date       | Addendum Number |
|------------|-----------------|
| 02-27-2025 | 01              |
| 03-04-2025 | 02              |
| 04-10-2025 | 03              |

hereby proposes to perform everything noted herein and to provide and furnish all labor, materials, except as otherwise specified, necessary to construct and complete in a workmanlike manner all of the work required to be performed for the **Wimbleton Drive Paving Project, Contract #6-25(W)** in conformance with the requirements shown or implied in the above contract documents all of which are hereby made a part of this contract at the following unit price as here stated and further defined in the specifications.

| No.                                | ITEMS FOR BID                            | QTY   | UNITS | UNIT PRICE | AMOUNT       |
|------------------------------------|------------------------------------------|-------|-------|------------|--------------|
| <b>DIVISION 1: SEWER PAY ITEMS</b> |                                          |       |       |            |              |
| 1.                                 | 18" Combined Sewer, PVC SDR 26, Trench A | 907   | LF    | \$350.00   | \$317,450.00 |
| 2.                                 | 12" Combined Sewer, PVC SDR 26, Trench A | 21    | LF    | \$266.00   | \$5,586.00   |
| 3.                                 | 10" Combined Sewer, PVC SDR 26, Trench A | 392   | LF    | \$245.00   | \$96,040.00  |
| 4.                                 | 42" Storm Sewer, C76, CL-IV, Trench A    | 1,304 | LF    | \$480.00   | \$625,920.00 |
| 5.                                 | 36" Storm Sewer, C76, CL-IV, Trench A    | 168   | LF    | \$600.00   | \$100,800.00 |
| 6.                                 | 24" Storm Sewer, C76, CL-IV, Trench A    | 15    | LF    | \$269.00   | \$4,035.00   |
| 7.                                 | 18" Storm Sewer, C76, CL-IV, Trench A    | 106   | LF    | \$245.00   | \$25,970.00  |
| 8.                                 | 12" Storm Sewer, C76, CL-IV, Trench A    | 213   | LF    | \$150.00   | \$31,950.00  |

| No.  | ITEMS FOR BID                                                                  | QTY | UNITS | UNIT PRICE   | AMOUNT       |
|------|--------------------------------------------------------------------------------|-----|-------|--------------|--------------|
| 9.   | 10" Storm Sewer, PVC SDR 26, Trench A                                          | 138 | LF    | \$150.00     | \$20,700.00  |
| 10.  | Sewer Service, 6" PVC SDR 23.5                                                 | 928 | LF    | \$100.00     | \$92,800.00  |
| 11A. | 6" Perforated Pipe Underdrain (No sock)                                        | 0   | LF    | \$25.00      | \$0.00       |
| 12.  | New 6'-0" Diameter Combined Manhole w/<br>Two Int. Drop Connections            | 1   | EA    | \$13,000.00  | \$13,000.00  |
| 13.  | New 5'-0" Diameter Combined Manhole w/<br>Int. Drop Connection                 | 1   | EA    | \$8,000.00   | \$8,000.00   |
| 14.  | New 4'-0" Diameter Combined Manhole,<br>Construct Online                       | 3   | EA    | \$6,500.00   | \$19,500.00  |
| 15.  | New 4'-0" Diameter Combined Manhole                                            | 5   | EA    | \$5,500.00   | \$27,500.00  |
| 16.  | Contech SCX-10 Water Quality Structure                                         | 1   | EA    | \$150,000.00 | \$150,000.00 |
| 17.  | New 6'-0" Diameter Storm Manhole w/ 2'<br>Sump & Elevated 36" Dia. Overflow    | 1   | EA    | \$10,000.00  | \$10,000.00  |
| 18.  | New 6'-0" Diameter Storm Manhole                                               | 3   | EA    | \$9,500.00   | \$28,500.00  |
| 19.  | New 6'-0" Diameter Storm Catch Basin w/ 2'<br>Sump & Offset Grate (Per Detail) | 11  | EA    | \$9,500.00   | \$104,500.00 |
| 20.  | New 5'-0" Diameter Storm Manhole w/ 2'<br>Sump                                 | 1   | EA    | \$7,500.00   | \$7,500.00   |
| 21.  | New 4'-0" Diameter Storm Manhole w/ 2'<br>Sump & Gas Trap, Construct Online    | 1   | EA    | \$6,000.00   | \$6,000.00   |
| 22.  | New 4'-0" Diameter Storm Manhole                                               | 0   | EA    | \$5,500.00   | \$0.00       |
| 23.  | New 4'-0" Diameter Storm Catch Basin w/ 2'<br>Sump                             | 5   | EA    | \$5,000.00   | \$25,000.00  |
| 24.  | New 2'-0" Diameter Storm Inlet                                                 | 3   | EA    | \$3,500.00   | \$10,500.00  |
| 25.  | Sewer Investigation, Laterals                                                  | 36  | EA    | \$450.00     | \$16,200.00  |



| No. | ITEMS FOR BID                                          | QTY   | UNITS | UNIT PRICE | AMOUNT      |
|-----|--------------------------------------------------------|-------|-------|------------|-------------|
| 26. | Sewer Service Tap, 6"                                  | 48    | EA    | \$750.00   | \$36,000.00 |
| 27. | Sewer Service Connection, 6"                           | 7     | EA    | \$750.00   | \$5,250.00  |
| 28. | Sewer Tap, Combined, OCWRC, 18"                        | 1     | EA    | \$3,000.00 | \$3,000.00  |
| 29. | Sewer Tap, Combined, OCWRC, 10"                        | 2     | EA    | \$2,500.00 | \$5,000.00  |
| 30. | Sewer Tap, Storm, 42"                                  | 1     | EA    | \$3,500.00 | \$3,500.00  |
| 31. | Sewer Stub w/ Capped End, Storm, 36"                   | 1     | EA    | \$2,500.00 | \$2,500.00  |
| 32. | Sewer Stub w/ Capped End, Storm, 24"                   | 2     | EA    | \$2,000.00 | \$4,000.00  |
| 33. | Sewer Stub w/ Capped End, Storm, 18"                   | 2     | EA    | \$1,500.00 | \$3,000.00  |
| 34. | Install Concrete Saddle at Utility Crossing            | 3     | EA    | \$400.00   | \$1,200.00  |
| 35. | Reconstruct Manhole (if and where needed)              | 25    | VF    | \$400.00   | \$10,000.00 |
| 36. | Remove & Replace Structure Cover (as directed by City) | 1,650 | LB    | \$4.00     | \$6,600.00  |
| 37. | Remove Ex. Sewer Manhole                               | 16    | EA    | \$850.00   | \$13,600.00 |
| 38. | Remove Ex. Drainage Structure                          | 10    | EA    | \$850.00   | \$8,500.00  |
| 39. | Abandon Ex. 12" Combined Sewer                         | 471   | LF    | \$25.00    | \$11,775.00 |
| 40. | Abandon Ex. 8" Combined Sewer                          | 397   | LF    | \$25.00    | \$9,925.00  |
| 41. | Remove Ex. 24" Combined Sewer                          | 18    | LF    | \$30.00    | \$540.00    |
| 42. | Remove Ex. 12" Combined Sewer                          | 466   | LF    | \$30.00    | \$13,980.00 |

| No.                                         | ITEMS FOR BID                       | QTY | UNITS | UNIT PRICE     | AMOUNT      |
|---------------------------------------------|-------------------------------------|-----|-------|----------------|-------------|
| 43.                                         | Remove Ex. 10" Combined Sewer       | 70  | LF    | \$30.00        | \$2,100.00  |
| 44.                                         | Remove Ex. 18" Storm Sewer          | 66  | LF    | \$30.00        | \$1,980.00  |
| 45.                                         | Remove Ex. 10" Storm Sewer          | 8   | LF    | \$30.00        | \$240.00    |
| 46.                                         | Bulkhead Structure, 24"             | 1   | EA    | \$2,000.00     | \$2,000.00  |
| 47.                                         | Bulkhead Structure, 12" or Less     | 2   | EA    | \$1,000.00     | \$2,000.00  |
| 48.                                         | Bulkhead Pipe, Larger than 8"       | 10  | EA    | \$1,000.00     | \$10,000.00 |
| 49.                                         | Clean and Televis Ex. Storm Outfall | 1   | LS    | \$6,000.00     | \$6,000.00  |
| 50.                                         | CCTV Sewer Acceptance Inspection    | 1   | LS    | \$15,000.00    | \$15,000.00 |
| <b>SUBTOTAL DIVISION 1: SEWER PAY ITEMS</b> |                                     |     |       | \$1,925,141.00 |             |

| No.                                     | ITEMS FOR BID                                   | QTY   | UNITS | UNIT PRICE  | AMOUNT       |
|-----------------------------------------|-------------------------------------------------|-------|-------|-------------|--------------|
| <b>DIVISION 2: WATER MAIN PAY ITEMS</b> |                                                 |       |       |             |              |
| 51.                                     | Remove Hydrant                                  | 2     | EA    | \$750.00    | \$1,500.00   |
| 52.                                     | Remove Gate Valve Well                          | 3     | EA    | \$1,000.00  | \$3,000.00   |
| 53.                                     | 12" Gate Valve & Well                           | 8     | EA    | \$10,000.00 | \$80,000.00  |
| 54.                                     | Fire Hydrant Assembly, Complete                 | 6     | EA    | \$8,500.00  | \$51,000.00  |
| 55.                                     | 16" D.I. CL 52 Water Main w/ Polywrap, Trench A | 10    | LF    | \$500.00    | \$5,000.00   |
| 56.                                     | 12" D.I. CL 52 Water Main w/ Polywrap, Trench A | 1,307 | LF    | \$225.00    | \$294,075.00 |

| No. | ITEMS FOR BID                                                    | QTY | UNITS | UNIT PRICE  | AMOUNT       |
|-----|------------------------------------------------------------------|-----|-------|-------------|--------------|
| 57. | 8" D.I. CL 52 Water Main w/ Polywrap, Trench A                   | 478 | LF    | \$220.00    | \$105,160.00 |
| 58. | 6" D.I. CL 52 Water Main w/ Polywrap, Trench A                   | 85  | LF    | \$215.00    | \$18,275.00  |
| 59. | 4" D.I. CL 52 Water Main w/ Polywrap, Trench A                   | 22  | LF    | \$210.00    | \$4,620.00   |
| 60. | 16" Water Main Connection to Ex. 16" Water Main                  | 1   | EA    | \$10,500.00 | \$10,500.00  |
| 61. | 8" Water Main Connection to Ex. 8" Water Main                    | 1   | EA    | \$9,000.00  | \$9,000.00   |
| 62. | 6" Water Main Connection to Ex. 6" Water Main                    | 2   | EA    | \$7,500.00  | \$15,000.00  |
| 63. | 4" Water Main Connection to Ex. 4" Water Main                    | 1   | EA    | \$7,000.00  | \$7,000.00   |
| 64. | New Water Service, 1.5", Trench A, Copper                        | 75  | LF    | \$90.00     | \$6,750.00   |
| 65. | New Water Service, 1", Trench A, Copper                          | 741 | LF    | \$90.00     | \$66,690.00  |
| 66. | New Water Service, 1", Trench A, PEX                             | 11  | LF    | \$70.00     | \$770.00     |
| 67. | New Water Service", 1", Private Property (Bored), PEX            | 135 | LF    | \$150.00    | \$20,250.00  |
| 68. | Water Service Connection, 1.5"                                   | 3   | EA    | \$4,000.00  | \$12,000.00  |
| 69. | Water Service Connection, 1"                                     | 33  | EA    | \$3,500.00  | \$115,500.00 |
| 70. | Water Service Connection, 1", Connection at Meter, 155 Wimbledon | 1   | EA    | \$5,000.00  | \$5,000.00   |
| 71. | Water Service Connection, 1", Connection at Meter, 951 Twin Oaks | 1   | EA    | \$5,000.00  | \$5,000.00   |
| 72. | Water Service Connection, 1", Connection at Meter, 999 Twin Oaks | 1   | EA    | \$5,000.00  | \$5,000.00   |
| 73. | Install Curb Stop & Box, 1"                                      | 19  | EA    | \$2,000.00  | \$38,000.00  |

| No.                                              | ITEMS FOR BID                                | QTY | UNITS | UNIT PRICE          | AMOUNT      |
|--------------------------------------------------|----------------------------------------------|-----|-------|---------------------|-------------|
| 74.                                              | Hydra-Stop, Insta-Valve 250, 16"             | 1   | EA    | \$35,560.00         | \$35,560.00 |
| 75.                                              | Hydra-Stop, Insta-Valve 250, 6"              | 1   | EA    | \$6,360.00          | \$6,360.00  |
| 76.                                              | Hydra-Stop, Line-Stop, 16"                   | 1   | EA    | \$500.00            | \$500.00    |
| 77.                                              | Hydra-Stop, Line-Stop, 6"                    | 1   | EA    | \$4,150.00          | \$4,150.00  |
| 78.                                              | Hydra-Stop, Line-Stop, 4"                    | 1   | EA    | \$4,050.00          | \$4,050.00  |
| 79.                                              | Abandon Existing Water Mains, Entire Project | 1   | LS    | \$29,000.00         | \$29,000.00 |
| <b>SUBTOTAL DIVISION 2: WATER MAIN PAY ITEMS</b> |                                              |     |       | <b>\$958,710.00</b> |             |

| No.                                 | ITEMS FOR BID                                           | QTY | UNITS | UNIT PRICE | AMOUNT      |
|-------------------------------------|---------------------------------------------------------|-----|-------|------------|-------------|
| <b>DIVISION 3: PAVING PAY ITEMS</b> |                                                         |     |       |            |             |
| 80A.                                | Earth Excavation                                        | 450 | CY    | \$50.00    | \$22,500.00 |
| 81A.                                | Subgrade Undercutting, 21AA Limestone                   | 150 | CY    | \$65.00    | \$9,750.00  |
| 82A.                                | Subgrade Undercutting, 1"x3" Limestone                  | 75  | CY    | \$65.00    | \$4,875.00  |
| 83A.                                | Subgrade Geogrid Fabric, Tensar Triax TX130S            | 300 | SY    | \$13.00    | \$3,900.00  |
| 84A.                                | Remove and Salvage Brick Pavers                         | 590 | SF    | \$1.00     | \$590.00    |
| 85A.                                | Removing Concrete Drive Approach                        | 360 | SY    | \$14.00    | \$5,040.00  |
| 86A.                                | Removing Asphalt Drive Approach                         | 205 | SY    | \$9.00     | \$1,845.00  |
| 87A.                                | Removing Concrete Sidewalk & Ramp (sawcutting included) | 335 | SY    | \$16.00    | \$5,360.00  |



|                                              |                                                          |       |     |                     |             |
|----------------------------------------------|----------------------------------------------------------|-------|-----|---------------------|-------------|
| 88A.                                         | Removing Pavement Full Depth (Curb & Gutter included)    | 5,200 | SY  | \$11.00             | \$57,200.00 |
| 89A.                                         | Aggregate Base, MDOT 21AA Limestone, 8"                  | 500   | SY  | \$45.00             | \$22,500.00 |
| 90A.                                         | Capeseal Surface                                         | 5,700 | SY  | \$17.00             | \$96,900.00 |
| 91A.                                         | Bituminous Mixture No. 4EML (Handpatching for Driveways) | 21    | TON | \$350.00            | \$7,350.00  |
| 92A.                                         | Concrete Curb & Gutter (18" Wide, "Birmingham Roll")     | 50    | LF  | \$50.00             | \$2,500.00  |
| 93A.                                         | Concrete Drive Approach, 6" Thick on 6" 21AA Limestone   | 450   | SY  | \$61.00             | \$27,450.00 |
| 94A.                                         | Concrete Drive Approach, 7" Thick on 8" 21AA Limestone   | 50    | SY  | \$63.00             | \$3,150.00  |
| 95A.                                         | Concrete Sidewalk, 6" (Includes Ramps)                   | 1,325 | SF  | \$7.50              | \$9,937.50  |
| 96A.                                         | Concrete Sidewalk, 4"                                    | 2,505 | SF  | \$6.00              | \$15,030.00 |
| 97A.                                         | Reinstall Salvaged Brick Pavers                          | 200   | SF  | \$40.00             | \$8,000.00  |
| 98A.                                         | Handicap Ramp Truncated Domes                            | 185   | SF  | \$20.00             | \$3,700.00  |
| 99A.                                         | Adjust Structure Cover                                   | 5     | EA  | \$800.00            | \$4,000.00  |
| 100A.                                        | Maintenance Aggregate for Entire Project                 | 1     | LS  | \$20,000.00         | \$20,000.00 |
| <b>SUBTOTAL DIVISION 3: PAVING PAY ITEMS</b> |                                                          |       |     | <b>\$331,577.50</b> |             |

| No.                                  | ITEMS FOR BID                 | QTY | UNITS | UNIT PRICE   | AMOUNT       |
|--------------------------------------|-------------------------------|-----|-------|--------------|--------------|
| <b>DIVISION 4: GENERAL PAY ITEMS</b> |                               |     |       |              |              |
| 101A.                                | Mobilization (Max. 5% of Bid) | 1   | LS    | \$190,000.00 | \$190,000.00 |
| 102A.                                | Traffic Maintenance & Control | 1   | LS    | \$60,000.00  | \$60,000.00  |

|                                        |                                     |           |      |              |             |
|----------------------------------------|-------------------------------------|-----------|------|--------------|-------------|
| 103A.                                  | Inspector Crew Days                 | <u>70</u> | DAYS | \$650.00     | \$45,500.00 |
| 104.                                   | Water and Sewer Allowance           | 1         | LS   | \$65,000.00  | \$65,000.00 |
| 105.                                   | Audio-Video Route Survey            | 1         | LS   | \$1,050.00   | \$1,050.00  |
| 106.                                   | Salvage Existing Signs              | 1         | LS   | \$1.00       | \$1.00      |
| 107.                                   | New Signs                           | 80        | SF   | \$40.00      | \$3,200.00  |
| 108.                                   | Sign Post, U-Channel                | 240       | LF   | \$10.00      | \$2,400.00  |
| 109.                                   | Tree Protection, 3" Dia. Or Greater | 66        | EA   | \$300.00     | \$19,800.00 |
| 110.                                   | Silt Fencing, 18" Height            | 260       | LF   | \$7.00       | \$1,820.00  |
| 111A.                                  | Mulch, 3"                           | 100       | SY   | \$8.00       | \$800.00    |
| 112A.                                  | Topsoil, 3"                         | 2,200     | SY   | \$7.50       | \$16,500.00 |
| 113A.                                  | Sod, Class A                        | 2,200     | SY   | \$7.75       | \$17,050.00 |
| 114.                                   | Inlet Filter                        | 19        | EA   | \$150.00     | \$2,850.00  |
| 115.                                   | Inlet Sediment Pit                  | 19        | EA   | \$150.00     | \$2,850.00  |
| SUBTOTAL DIVISION 4: GENERAL PAY ITEMS |                                     |           |      | \$428,821.00 |             |

**TOTAL BASE BID (SEWER, WATER MAIN, PAVING & GENERAL PAY ITEMS:**

\$ 3,644,249.50

| DIVISION 5: ALTERNATE #1 PAY ITEMS ("ROUGE RIVER STORM OUTFALL") |                                                                                   |                |       |             |        |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------|-------|-------------|--------|
| No.                                                              | ITEMS FOR BID                                                                     | QTY            | UNITS | UNIT PRICE  | AMOUNT |
| 116.                                                             | <del>42" Storm Sewer, C76, CL-IV, Trench A</del>                                  | <del>10</del>  | LF    | \$1,000.00  | \$0.00 |
| 117.                                                             | <del>New 6'-0" Diameter Storm Manhole, Construct Online</del>                     | <del>1</del>   | EA    | \$20,000.00 | \$0.00 |
| 118.                                                             | <del>New 42" Dia. End Section w/ Bar Screen</del>                                 | <del>1</del>   | EA    | \$7,500.00  | \$0.00 |
| 119.                                                             | <del>Pre-Lining Preparation, Cleaning &amp; Video Inspection, 48-inch Sewer</del> | <del>244</del> | LF    | \$23.50     | \$0.00 |
| 120.                                                             | <del>Sewer Lining, Pre-Liner, 48" RIFI CIPP</del>                                 | <del>244</del> | LF    | \$20.00     | \$0.00 |
| 121.                                                             | <del>Sewer Lining, 48" RIFI CIPP</del>                                            | <del>244</del> | LF    | \$585.00    | \$0.00 |
| 122.                                                             | <del>Cut/Grind Protruding Sewer Leads, Any Material</del>                         | <del>2</del>   | EA    | \$615.00    | \$0.00 |
| 123.                                                             | <del>Cut/Grind Root Intrusion</del>                                               | <del>5</del>   | EA    | \$420.00    | \$0.00 |
| 124.                                                             | <del>Cut/Grind Mineral Deposit</del>                                              | <del>5</del>   | EA    | \$420.00    | \$0.00 |
| 125.                                                             | <del>Remove Ex. 42" Storm Headwall</del>                                          | <del>1</del>   | EA    | \$7,500.00  | \$0.00 |
| 126.                                                             | <del>Remove Ex. 42" Storm Sewer</del>                                             | <del>30</del>  | LF    | \$750.00    | \$0.00 |
| 127.                                                             | <del>Earth Excavation, Alternate #1</del>                                         | <del>325</del> | CY    | \$100.00    | \$0.00 |
| 128.                                                             | <del>Remove &amp; Replace Woodward Ave. Sidewalk</del>                            | <del>300</del> | SF    | \$20.00     | \$0.00 |
| 129.                                                             | <del>Remove &amp; Replace Woodward Ave. Guardrail</del>                           | <del>60</del>  | LF    | \$120.00    | \$0.00 |
| 130.                                                             | <del>Mobilization (Max. 5% of Bid Alternate #1 Total)</del>                       | <del>1</del>   | LS    | \$16,000.00 | \$0.00 |
| 131.                                                             | <del>Traffic Maintenance &amp; Control, Alternate #1</del>                        | <del>1</del>   | LS    | \$25,000.00 | \$0.00 |
| 132.                                                             | <del>Inspector Crew Days, Alternate #1</del>                                      | <del>8</del>   | DAYS  | \$650.00    | \$0.00 |

|                                             |                                                                                     |                |     |            |        |
|---------------------------------------------|-------------------------------------------------------------------------------------|----------------|-----|------------|--------|
| 133.                                        | <del>Silt Fencing, 30" Height</del>                                                 | <del>250</del> | LF  | \$15.00    | \$0.00 |
| 134.                                        | <del>Lawn Restoration Along Bank at Storm Outlet</del>                              | <del>1</del>   | LS  | \$8,000.00 | \$0.00 |
| 135.                                        | <del>Gravity Retaining Wall, Boulder</del>                                          | <del>365</del> | FSF | \$105.00   | \$0.00 |
| 136.                                        | <del>Natural Stone Rip-Rap &amp; 1x3 Energy<br/>Dissipating Pool (per detail)</del> | <del>130</del> | SY  | \$55.00    | \$0.00 |
| SUBTOTAL DIVISION 5: ALTERNATE #1 PAY ITEMS |                                                                                     |                |     | \$0.00     |        |

~~TOTAL BASE BID + ALTERNATE #1:~~

~~\$~~ \_\_\_\_\_

Accompanying this proposal is a certified check, bid bond or bank draft in the amount of five (5) percent of the total bid, payable to the City of Birmingham, Michigan, which it is agreed will be forfeited to the City of Birmingham if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein, and furnish bonds and insurance as specified within twenty-one (21) days after the contract is awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

In submitting this bid, it is understood that the right is reserved by the City of Birmingham, Michigan to reject any or all bids.

The undersigned hereby agrees to execute a contract with the City of Birmingham, Michigan according to the forms attached hereto and furnish the required bonds, all within twenty-one (21) days after the award of the contract; and will fully complete all work as stated under TIME OF COMPLETION and LIQUIDATED DAMAGES in Supplemental Instructions to Bidders.

The Bidder will identify the business entity as individuals, or if doing business under assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of persons executing proposal and bid.

Contractor's Name Eminent Excavating Local LLC

Street Address 22161 Outer Dr

City Dearborn County Wayne

State/Zip Code Michigan, 48124

Telephone 313 - 304 - 1154 Fax N/A

Date 3/10/2025

Signed by \_\_\_\_\_



Print Name: Francisco Guardado

Title: OPM

If a corporation, give state in which incorporated: N/A

Witnessed: \_\_\_\_\_

Print Name: Solangel Diaz

Name of Superintendent Erive to Guardado

Supervision & time sequence according to the General Requirements

Give below at least three (3) references as to ability to do work proposed.

Name Majia Ismall

Address 16901 Michigan Ave

Firm City of Dearborn

Telephone 313 - 943 - 1262

Name Cory Borton

Address 151 Martin St

Firm City of Birmingham

Telephone 248 - 897 - 1262

Name \_\_\_\_\_

Address 3869 W. Jefferson Ave

Firm City of Ecorse

Telephone 313 - 386 - 2520

Give below the last five (5) projects worked on, including those currently in progress, in chronological order. The names need not all be different from those listed above:

Project #1: Name of Project: Geordie Howe Int. Bridge Project

Date Started Nov. 2022

Finished On Going

Name Frank Brezinski

Address 1001 Springwells

Firm BNA Contractors USA

Telephone 734 - 899 - 0298

Project #2: Name of Project: Ecorse As Needed, Sewer + Repairs

Date Started Sep. 2022

Finished On Going

Name Mike Harrington

Address 51301 Schoenherr Rd

Firm AEW Inc. Telephone 810 - 650 - 8095

Project #3: Name of Project: Wayne County Manhole Rehab

Date Started Feb 2023 Finished On Going

Name Nathan Zgnilec Address 1145 Griswold St

Firm OHM Advisors Telephone 248 - 751 - 3122

Project #4: Name of Project: City of Inkster 2/3 Manhole Rehab

Date Started April 2022 Finished On Going

Name Jerome Bivins Address 26215 Trowbridge

Firm City of Inkster Telephone 313 - 563 - 9774

Project #5: Name of Project: Asphalt Resurfacing + Water Replacement 2024 Phase 1/2

Date Started Feb. 2024 Finished Sep. 2024

Name Majia Ismall Address 16901 Michigan Ave

Firm City of Dearborn Telephone 734 - 756 - 7692

Give below all the subcontractors to be used on the project: If additional space is necessary, please use the back of this page. Should the contractor wish to use any subcontractors that are not on this list after award, the contractor shall submit a written request to the Engineer and obtain authorization for same, prior to proceeding. All subcontractors not listed must receive written approval from the City of Birmingham, prior to working on this project.

Name Harl J. Bates Address 6045 Sims Dr, Sterling Heights

Firm DVM Utilities Inc. Telephone 248 - 930 - 8524

Type of Work to be Performed: Clean and CCTV, Lining

Name Justin Keenan Address 20720 Sibley Rd, Brownstown

Firm Dan K's Telephone 734 - 552 - 8280

Type of Work to be Performed: Restoration

Name Milton Garcia

Address 1938 Campbell St, Detroit

Firm A & G

Telephone 313 - 468 - 2883

Type of Work to be Performed: Removal, Concrete

Name Jeffrey Demek

Address P.O. Box 74411, Romulus

Firm Highway Maintenance & Construction Co.

Telephone 734 - 941 - 8885

Type of Work to be Performed: Cape seal

Name Davis Cassel

Address 48595 West Rd, Wixom

Firm Water Tap Inc.

Telephone 248 - 921 - 0111

Type of Work to be Performed: Hydro Stops, Water Taps

Name Tony Maggiuno

Address 24806 Industrial Hwy, Warren

Firm State Barricades

Telephone 586 - 405 - 3873

Type of Work to be Performed: Traffic Control

**END OF SECTION**

**Bid Bond****AIA® Document A310™ – 2010****CONTRACTOR:***(Name, legal status and address)***EMINENT EXCAVATING LOCAL LLC****22161 Outer Drive West****Dearborn, MI 48124**

Bid Bond No. SEL03622

**SURETY:***(Name, legal status and principal place of business)***Selective Insurance Company Of America****40 Wantage Avenue****Branchville, NJ 07890**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:***(Name, legal status and address)***City of Birmingham****151 Martin St****Birmingham, MI 48012****BOND AMOUNT:** Five Percent of the Bid Amount ( 5.00% of Bid Amount)**PROJECT:***(Name, location or address, and Project number, if any)***Wimbleton Drive Paving Project**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of March, 2025*(Witness)**(Witness)* **Alayna Hammer****EMINENT EXCAVATING LOCAL LLC**  
*(Principal)**(Seal)**(Title)* **CPM**  
**Selective Insurance Company Of America**  
*(Surety)**(Seal)**(Title)* **Connie Smith, Attorney-in-fact**

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**SELECTIVE**  
BE UNIQUELY INSURED™

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

Bond No. B 1330774

**POWER OF ATTORNEY**

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

docs hereby appoint Connie Smith

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: \$20,000,000.00

Signed this 10th day of March, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 10th day of March, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by him as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # N/A  
MY COMMISSION EXPIRES 07/28

Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

**CERTIFICATION**

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 10th day of March, 2025.

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

**WIMBLETON DRIVE PAVING PROJECT**  
**CONTRACT #6-25(W)**

**CONTRACT**

***THIS AGREEMENT*** made the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "City", and Eminent Excavating LLC of the City of Detroit, County of Wayne, State of Michigan, hereinafter called the "Contractor", relative to Contract No. 6-25(W), otherwise known as: WIMBLETON DRIVE PAVING PROJECT in the amount of \$ 3,644,249.50 to wit:

1. The documents consisting of RFP, including all exhibits and the General Contract Conditions, and the Bid shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. If there is a conflict between these documents, this Agreement shall control, then the RFP, and then the Bid.
2. The Contractor shall furnish all labor, materials, and appliances necessary, and to all the work as set forth in the Proposal, and in accordance with the plans and specifications, which have been made a part of this agreement in a manner, time and place, as therein set forth.
  - a. The Contractor shall provide a Performance Bond, which form is attached hereto and incorporated herein by reference to protect the City and conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and terms hereof.
  - b. The Contractor shall provide a Payment Bond which form is attached hereto and incorporated herein by reference for the protection of the claimants as defined in MCL §129.201(6) to supply labor or materials to the principal Contractor or his Subcontractor and the prosecution of the work provided for in this contract.
3. Time is of the essence of this agreement. All the work to be performed by the Contractor shall be completed on or before the Time of Completion, as set forth in the Supplemental Instructions to Bidders. The Contractor shall pay to the City as liquidated damages, the amount per day as set forth under Liquidated Damages in the Supplemental Instructions to Bidders, for each calendar day after the date specified under Time of Completion that the work to be performed by the Contractor is not completed. Liquidated damages are established because of the difficulty in ascertaining actual damages which the City might sustain and are not intended as a penalty.
4. The City promises and agrees to pay said Contractor for all labor, materials and appliances supplied, and for all work performed under this agreement at the unit prices provided in the attached Proposals and Specifications.
5. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators, and assigns.

*IN WITNESS WHEREOF*, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attest \_\_\_\_\_  
City Clerk

Witnessed \_\_\_\_\_

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

By: Chris Morton Chris Morton  
Eminent Excavating Local LLC  
Contractor

APPROVAL (1.135 City Code)

\_\_\_\_\_  
City Manager as to Substance

\_\_\_\_\_  
City Attorney as to Form

\_\_\_\_\_  
Director of Finance as to Financial Obligation

\_\_\_\_\_  
City Engineer

**SECTION 115**  
**IRAN SANCTIONS ACT CERTIFICATION FORM**

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

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

Chris Morton  
PREPARED BY  
(Print Name)

6-16-25  
DATE

Program Manager  
TITLE

6-16-25  
DATE

Ami Morton  
AUTHORIZED SIGNATURE

cmorton@eminentexcavating.com  
E-MAIL ADDRESS

Eminent Excavating Local LLC  
COMPANY

22161 Outer Dr. Dearborn  
ADDRESS

313 654-3963  
PHONE

Eminent Excavating LLC  
NAME OF PARENT COMPANY

514 S. Fort St Detroit  
ADDRESS

313 573-0848  
PHONE

993994870  
TAXPAYER I.D.#



**WIMBLETON DRIVE PAVING PROJECT**  
**CONTRACT #6-25(W)**

**PERFORMANCE BOND**

**KNOW ALL PEOPLE BY THESE PRESENTS** that we, the undersigned

\_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Sureties, are  
hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN** in the sum of  
Three Million - Six Hundred Forty Four Thousand -  
Two Hundred Forty Nine and 50/100 \_\_\_\_\_ Dollars (\$ 3,644,249.50 ), in lawful  
money of the United States, for the payment of which we hereby jointly and severally bind ourselves, our  
heirs, executors, administrators, successors and assigns this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

**WHEREAS**, the above bounded Principal has entered a certain written contract with the  
above-named City of Birmingham, Michigan dated \_\_\_\_\_ day of \_\_\_\_\_, 2025 for the  
construction of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as if the same  
were entirely written herein,

**AND THE SAID SURETY**, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed  
thereunder of the specifications accompanying the same shall in anywise affects its obligations on this bond,  
and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms  
of the contract, or to the work or to the specifications.

**NOW, THEREFORE**, the condition of the above obligation is such that if the Principal  
shall fully perform the annexed contract according to the terms thereof, or as such terms may be changed  
or modified by mutual agreement, and shall guarantee all work furnished against all defects and incidental  
damage to other property for a period of one (1) year following final acceptance of the work, then this  
obligation shall be void, otherwise the same shall remain in full force and effect.

This Bond is provided in compliance with and subject to the provisions of Act 213 of the Public Acts of Michigan for 1963, as amended by Act 351 of the Public Acts of Michigan for 1972, also known as MCL §129.201 et. seq.

WITNESSED:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Principal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WIMBLETON DRIVE PAVING PROJECT**  
**CONTRACT #6-25(W)**

**PAYMENT BOND**

**KNOW ALL PEOPLE BY THESE PRESENTS**, that we \_\_\_\_\_  
\_\_\_\_\_ of the \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the "Principal" and \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the "Surety", are held and firmly bound unto  
those persons known as "Claimants", as defined in MCL §129.206(6) supplying labor or materials to the  
Principal or his subcontractors and the prosecution of the work provided for in a certain Contract by and  
between the City of Birmingham and the Principal in the sum of  
Three Million - Six Hundred Forty Four Thousand - Two Hundred Forty Nine and 50/100 Dollars  
(\$ 3,644,249.50 ), in lawful money of the United States, for the payment whereof, we bid  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

**WHEREAS** the above named Principal has entered into a Contract with the CITY OF  
BIRMINGHAM, MICHIGAN dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025, wherein said  
principal has covenanted and agreed as follows, to wit:

To furnish all the labor and materials \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and,

**WHEREAS** this Bond is given in compliance with and subject to the provisions of Act  
No. 213 of the Public Acts of Michigan for 1963, as amended by Act. No. 351 of the Public Acts of  
Michigan for 1972, also known as MCL §129.201 et seq.

**NOW, THEREFORE**, the condition of the above obligation is such that if all persons or  
claimants as defined in Public Act 213 of 1963 supplying labor or materials to the principal contractor or  
his subcontractors in the prosecution of the work provided for in the contract are paid, the obligation of this  
Bond shall be void; otherwise, it shall be in full force and effect.

WITNESSED:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Principal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Surety



To: CITY OF BIRMINGHAM  
151 MARTIN  
P.O. BOX 3001  
BIRMINGHAM, MI 48012-3001

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

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

**REQUEST FOR PARTIAL PAYMENT**

Partial Payment Request # \_\_\_\_\_

The undersigned (the "Contractor") hereby requests payment for work performed on WIMBLETON DRIVE PAVING PROJECT #6-25(W) for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_. Attached is an itemized list of completed quantities delivered to date.

During the above period, did Contractor incur additional costs for labor or materials because the bid package was missing important information? \_\_\_\_\_ (if yes, you must provide details of the additional costs and the missing information).

During the above period, did Contractor incur additional costs for labor or materials because the bid package contained information that was not true? \_\_\_\_\_ (if yes, you must provide details of the additional costs and the untrue statements).

During the above period, did Contractor incur additional costs for labor or materials because the site conditions were different from what you expected? \_\_\_\_\_ (if yes, you must provide details of the additional costs and the site conditions, both what you expected and what you encountered).

During the above period, did Contractor incur additional costs for labor or materials because of any reasons not mentioned above? \_\_\_\_\_ (if yes, you must provide details of the additional costs and the reasons the same were incurred).

The above does not include additional work through work directives issued by the City of Birmingham as described on the attached or as covered by an agreed basis of payment attached. \_\_\_\_\_.

Contractor hereby certifies, represents and warrants that all suppliers, subcontractors and employees have been paid in full for all materials and labor provided on the job during the above period. Contractor certifies, represents and warrants that there have been no change orders issued or requested during the above period, except for the following: \_\_\_\_\_.

Contractor certifies, represents and warrants that Contractor will never request payments, other than the request made in this form, for any work performed or materials provided during the above period, except for the following unresolved items: \_\_\_\_\_.

Attached are the following documents  
Further detailing the above.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Contractor:

\_\_\_\_\_  
(Company or Contractor Name)

\_\_\_\_\_  
(Signature of Officer of the Company)

\_\_\_\_\_  
Type or Print Name and Title

**CONTRACTOR'S AFFIDAVIT**

To: CITY OF BIRMINGHAM  
151 MARTIN ST.  
P.O. BOX 3001  
BIRMINGHAM, MI 48012-3001

Date Submitted \_\_\_\_\_

Date Received \_\_\_\_\_

**REQUEST FOR FINAL PAYMENT**

Payment Request # \_\_\_\_\_

The undersigned \_\_\_\_\_

Name of Contractor

hereby represents that on \_\_\_\_\_ Date he/she (it) was awarded a contract by

The City of Birmingham hereafter called the Owner to complete construction, in accordance with the terms and conditions of Contract No. 6-25(W), Contract Name WIMBLETON DRIVE PAVING PROJECT; and the undersigned further represent that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his/her (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that if any such claim should hereafter arise, he/she (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this \_\_\_\_ day of \_\_\_\_\_, 2025.

Company or Contractor Name: \_\_\_\_\_

Signature of Officer of Company: \_\_\_\_\_

Type or Print Name and Title: \_\_\_\_\_  
Name Title

Subscribed and sworn to before me, a Notary Public in and for \_\_\_\_\_ County,

Michigan on this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_, Notary Public

My commission expires: \_\_\_\_\_

---

**SWORN STATEMENT**

STATE OF MICHIGAN       )  
                                          ) ss:  
COUNTY OF OAKLAND     )

\_\_\_\_\_, being duly sworn, deposes and says that  
\_\_\_\_\_ is the Contractor for an  
improvement to the following described real property situated in the County of Oakland, City of Birmingham,  
State of Michigan, described as follows:

in accordance with the general requirements of the Contract by and between the CITY OF BIRMINGHAM  
and \_\_\_\_\_ the following is a statement of each subcontractor, supplier and  
laborer for the payment of wages or fringe benefits and withholdings is due but unpaid with whom the  
(contractor)(subcontractor) has (contracted) (subcontracted) for the performance under the contract with the  
CITY OF BIRMINGHAM, and that the amounts due to the persons as of the date hereof are correctly and fully  
set forth opposite their names as follows:

| Name of<br>Subcontractor<br>Supplier or<br>Laborer | Type of<br>Improvement<br>Furnished | Total Contract<br>Price | Amount<br>Already Paid | Amount<br>Currently<br>Owing | Amount of<br>Laborer<br>Wages | Amount of<br>Laborer,<br>Fringe<br>Benefits and<br>Withholdings<br>Due but<br>Unpaid |
|----------------------------------------------------|-------------------------------------|-------------------------|------------------------|------------------------------|-------------------------------|--------------------------------------------------------------------------------------|
|                                                    |                                     |                         |                        |                              |                               |                                                                                      |
|                                                    |                                     |                         |                        |                              |                               |                                                                                      |
|                                                    |                                     |                         |                        |                              |                               |                                                                                      |
|                                                    |                                     |                         |                        |                              |                               |                                                                                      |
|                                                    |                                     |                         |                        |                              |                               |                                                                                      |
|                                                    |                                     |                         |                        |                              |                               |                                                                                      |
| TOTALS                                             |                                     |                         |                        |                              |                               |                                                                                      |



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

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor) or as \_\_\_\_\_ of the (contractor)(subcontractor) for the purpose of representing to the CITY OF BIRMINGHAM that the Payment Bond for labor and materials is free from claims for the possibility of claims except as specifically set forth above.

Deponent further says that he or she is a duly authorized representative of the (contractor)(subcontractor) and has been authorized to give this release of all claims against the City arising under or by virtue of contract \_\_\_\_\_ dated \_\_\_\_\_.

\_\_\_\_\_  
Deponent

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, Michigan

My Commission Expires:

**WORK DIRECTIVE**

From: CITY OF BIRMINGHAM                      Time: \_\_\_\_\_                      Date: \_\_\_\_\_  
151 MARTIN  
P.O. BOX 3001  
BIRMINGHAM, MI 48012-3001                      Work Directive No. \_\_\_\_\_

To: Contractor: \_\_\_\_\_

Name and # of Contract: WIMBLETON DRIVE PAVING PROJECT, CONTRACT #6-25(W)

The following changed condition(s) is recognized by the City of Birmingham for the above referenced Contract. In order to ensure continuation of the progress of the contract this work directive is issued for the following work described below:

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

The basis for payment will be: \_\_\_\_\_ Written Quotation from the contractor.

\_\_\_\_\_ Unit Bid Prices                      \_\_\_\_\_ Time and Material  
\_\_\_\_\_ Other (describe) \_\_\_\_\_

A written quotation shall include a detailed description of the tasks involved and the expected timetable to be completed along with a firm quotation for cost.

A time and material basis for work shall be supplemented with agreed quantities and prices between the contractor's field representative authorized to act on behalf of the contractor and the city inspector. It also shall be backed up by unit prices for time, material and equipment supplied to the City in a timely manner. Should this information not be readily available, it shall be provided the following day or a basis for payment shall be agreed to in writing within 24 hours of agreeing to a time and material work directive.

Any other basis shall be approved by all parties in writing before starting work. Should a utility cause the delay, names and approval shall be obtained if possible by their agent.

Approved:

\_\_\_\_\_  
Contractor Supt.                      Date                      City Inspector                      Date                      City Engineer                      Date

**SECTION 301  
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**1.01 TIME OF COMPLETION**

Upon review of the submitted bids received on **Wednesday, March 12<sup>th</sup>, 2025**, the City will issue a Notice of Intent to Award Letter to the confirmed, responsive, and qualified low bidder. After receipt of this letter, the Contractor will be allowed to start initiation of the contract, including procurement of bonding and insurance documents. Upon receipt of satisfactory bonding & insurance documentation, the City Engineering Department will then recommend the project for final approval at a forthcoming City Commission meeting.

It is anticipated that the project will receive approval from the Birmingham City Commission on **Monday, April 21<sup>st</sup>, 2025**. The Contractor shall be allowed to commence the project as soon as all bonds and insurance submittals have been approved, the contract has been fully executed by both parties, and a pre-construction meeting has been held.

**Project work is required to coordinate with the 2025 Woodward Dream Cruise event.** The contractor will be required to schedule & stage the work in advance of this event to allow Wembleton Drive and all adjacent and connecting streets within the project work area to be safely opened to traffic without restrictions for the following dates: **Friday August 15th, Saturday August 16th, and Sunday August 17th**. Any additional work and associated costs required to safely open the work zone to traffic during these dates shall be the responsibility of the Contractor.

**The Contractor shall have the project substantially completed by Friday, September 19<sup>th</sup>, 2025.** Substantial completion shall be defined by having all utility construction completed, all roadway, sidewalk, and driveway pavements being installed and cured, and all greenbelt areas restored to final grade using with applicable lawn restoration pay items.

**The Contractor shall have the project finally completed by Friday, October 24<sup>th</sup>, 2025.** Final completion shall be defined as having all punch list work completed, permanent signage installed, satisfactory establishment of landscaping restoration, and all temporary signage, traffic controls, and all other equipment and materials removed from the site.

**LIQUIDATED DAMAGES**

- A. The contractor shall pay to the City of Birmingham as liquidated damages, the sum of one-thousand dollars (\$1,000) per day for each calendar day after the completion dates specified under "Time of Completion" that the work to be performed by the contractor is not completed. Liquidated damages in this amount shall apply for each day that the project is not substantially or finally complete beyond the dates specified under "Time of Completion", regardless of the actual time work began. Liquidated damages are established to compensate the City and the public for the costs of the inconvenience caused by the contractor by extending the work beyond the time specified. Liquidated damages are in place of actual damages, which the City of Birmingham might sustain, and are not intended as a penalty.
- B. In addition to the overall project Time of Completion requirements listed above, the following job requirements shall be placed on this Contract:

The Contractor shall provide the Engineer with a written comprehensive time schedule that details the various steps in the Contract to ensure that the order of the utility and paving

operations is clear and meets phasing requirements specified in the drawings for each work area.

- C. For the purpose of determining Liquidated Damages, the Contract Time for work shall be increased proportionally to increases in contract value (if any) for this portion of the work provided that the following conditions are met:
1. Increase in contract value is greater than 10% of the base bid;
  2. The parties have not adjusted the Contract Time by other mutually agreeable means such as an executed change order;
  3. Adjustments in time on account of unusual weather shall be made in accordance with Section 108.08.D. of the 2020 MDOT Standard Specifications for Construction. The Contractor shall submit a written request for a time extension due to unusual weather conditions, along with supporting documentation, within fourteen (14) days after the last day of the calendar month in which the delay occurred. Failure to notify the City within this time limit shall constitute a waiver of claim for a time extension on account of unusual weather.

#### 1.02 QUESTIONS REGARDING THE CONTRACT DOCUMENTS

- A. All questions about meaning or intent of Contract Documents shall be submitted to the Engineer in writing. Address written inquiries to:

Melissa A. Coatta, P.E.  
City Engineer  
City of Birmingham Engineering Department  
P.O. Box 3001  
Birmingham, MI 48012  
Phone: 248-530-1850  
Fax: 248-530-1290  
Email: [mcoatta@bhamgov.org](mailto:mcoatta@bhamgov.org)

- B. Replies will be issued by Addenda delivered to all parties recorded by as having received Contract Documents for Bidding. Questions received less than five (5) days prior to date for opening of Bids will not be answered. Only answers contained in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Any Addendum issued during pre-bid period shall be included in the Bid, shall become part of Contract Documents, and shall be acknowledged on Bid Form.

#### 1.03 PROJECT SCHEDULE

- A. The Contractor shall submit their preliminary construction schedule within fourteen (14) days of the award of this Contract, along with the signed contract, and required bonds and insurance certificates.
- B. Details on the schedule shall be sufficient to meet the requirements set forth in paragraph 1.02 above, or else the Engineer shall have the right to reject and request further information to meet the needs of this requirement.

#### 1.04 HOURS OF WORK

- A. Typically, work of this nature is allowed six (6) days a week, from 7:00 AM to 7:00 PM, Monday through Saturday, excluding major holidays, such as Memorial Day, July 4<sup>th</sup> and Labor Day.



**1.05 CONTRACTOR SUPERVISION**

- A. The Contractor shall have a competent superintendent or foreman available at all times, authorized to act for the contractor as agent on the work, who thoroughly understands the plans and specifications, and who shall receive instructions from the Engineer. The superintendent or foreman shall be responsible for all subcontractors. The superintendent or foreman shall be designated by name prior to commencement of the work, and shall be available ON SITE for proper management of the project for the duration of the contract, regardless of whether or not the contractor or subcontractors are engaged in activity on the project.

**1.06 WORK AREA**

- A. The contractor for this project shall be alert to the fact that the work areas are very visible to the public, and that his work operations have a direct impact on a large number of people on a daily basis. The work shall be organized to minimize the number of work days as much as possible. Also, the contractor shall keep his work area as clean and dust-free as practical at all times.

**1.07 STATEMENT OF QUANTITIES**

- A. The quantities indicated in the proposal are the engineer's estimate of quantities required for the project, and bids will be computed, reviewed, analyzed and compared using these quantities. While these quantities have been estimated with as much accuracy as practical beforehand, they should not be construed as defining, or limiting the amount of work to be performed under this Contract, but rather as information furnished to bidders as an approximate estimation of the work items, and as a basis for comparing bids.

**1.08 COORDINATION CLAUSE**

- A. The following coordination issues are brought to the Contractor's attention for consideration when preparing their bid and planning the construction:
  - 1. Utility owners, such as Detroit Edison, AT&T, and Consumer's Energy, may be relocating their facilities during construction operations. The Contractor is to cooperate with and help facilitate such operations.
  - 2. The Contractor shall protect all existing infrastructure, materials, and operations of the City of Birmingham.
  - 3. Emergency services must be given immediate passage through the construction site.
  - 4. The Contractor shall be responsible to coordinate with the City of Birmingham Police and Fire Departments regarding road closures connected to execution of work in this Contract.
  - 5. There are other construction projects that will be in operation during the term of this Contract and may impact local traffic. The Contractor shall so conduct their operations to cooperate fully with the other contractors, and minimize conflicts to ensure maximum safety and courtesy in the expedient completion of this work.

**END OF SECTION**

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**SECTION 310**  
**GENERAL INSTRUCTIONS TO BIDDERS**

**1.01 CONTRACT PRICE**

- A. Proposals are solicited on the basis of unit prices and/or lump sum prices which are to be clearly set forth in the Proposal Form. The final contract price on the accepted proposal will be determined by multiplying the number, or fraction thereof, units of work actually performed, or labor, material, or appliances actually supplied by the price designated for such items in the proposal. The total bid figure on the proposal form is merely for purposes of estimating and comparing costs, and under no circumstances on unit price contracts does it constitute or imply the total contract price.

**1.02 FORM OF PROPOSAL**

- A. All proposals must be made in the form attached hereto. Additional copies of this proposal form for the bidder's files may be obtained on request at the City Engineering Department.
- B. All prices stated in the proposals must be plainly written in figures.
- C. All information called for on the proposal must be furnished to enable a fair comparison of the bids.
- D. The place of residence of each bidder, or the official address in the case of a firm or company, with county and state, must be given with the signature.
- E. Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Birmingham, and endorsed upon the outside with the name of the project, as it appears in the advertisement for bids.

**1.03 CONFORMITY TO PLANS AND SPECIFICATIONS**

- A. Proposals must be made in full conformity to all the conditions, as set forth in the plans and specifications for the work now on file in the office of the City Engineer.

**1.04 AGENCY**

- A. Anyone signing a proposal as agent of another or others must submit with the proposal, legal evidence of their authority to do so.

**1.05 LEGAL STATUS OF BIDDER**

- A. The legal status of the bidder, that is, as a corporation, a partnership or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give title of the official having authority under the bylaws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

**1.06 CERTIFIED CHECK, BIDDER'S BOND OR BANK DRAFT**

- A. Each proposal must be accompanied by a certified check, bidder's bond or bank draft in an amount not less than five (5) percent of the total price, drawn to the order of the City of Birmingham, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form.
- B. No proposal shall be withdrawn for a period of sixty (60) days after the date set for the opening of bids.
- C. A single check, bond or draft may serve to cover two (2) or more alternative proposals when such alternative proposals are submitted by the same bidder.

- D. The bid deposit of all except the three (3) lowest bidders will be returned within three (3) weeks after the opening of bids. The bid deposit of the three (3) lowest bidders will be returned within two (2) weeks after the contract has been executed by both parties.

1.07 OBLIGATION TO EXECUTE CONTRACT

- A. The bidder whose proposal is accepted will be required to execute the contract, and to furnish sureties hereafter specified, within twenty-one (21) days after receiving notice of such acceptance; and in case of refusal or failure to do so, the bidder shall be considered to have abandoned all rights and interest in the award, and the bid deposit may be declared to be forfeited to the City, as liquidated damages and not a penalty, and the contract may be awarded to another.

1.08 BONDS

- A. The successful bidder will be required to furnish two (2) bonds, each on the forms provided as follows:
  - 1. A Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
  - 2. A Payment Bond for labor or material running to the claimants, which is defined in MCL §129.206 as those persons supplying labor or materials to the principal contractor or subcontractors in the prosecution of the work provided for in this contract in an amount not less than 100% of the contract price for the protection of those persons supplying labor, materials or both.
- B. The cost of all bond premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required bonds.

1.09 INDEMNITY

- A. The Contractor shall indemnify the City of Birmingham in accordance with the INDEMNITY section set forth in the General Requirements.

1.10 INSURANCE

- A. The Contractor shall not commence work under this contract until obtainment of the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The cost of all insurance premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required insurance coverage.
  - 1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
  - 2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent

- Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$3,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds. The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.
  5. **Pollution Liability Insurance:** CONTRACTOR shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
  6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
  7. **Owners Contractors Protective Liability:** The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days' Notice of Cancellation shall apply to this policy.
- B. **Proof of Insurance Coverage:** The Contractor shall provide the City of Birmingham at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below:
1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
  2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
  3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  4. Original policy, or original binder pending issuance of policy, for Owners Contractors Protective Liability Insurance;
  5. If so requested, Certified Copies of all policies mentioned above will be furnished.
- C. **Coverage Expiration:** If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least ten (10) days prior to the expiration date.
- D. **Maintaining Insurance:** The CONTRACTOR also agrees to provide all insurance coverage as specified. Upon failure of the CONTRACTOR to obtain or maintain such insurance coverage for the term of the agreement, the City of Birmingham may, at its option, purchase such coverage from



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

**1.11 EXAMINATION OF SITE**

- A. It is expected that each bidder will make a personal examination of the entire site of the proposed work, and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling and storing of construction equipment and materials, and concerning other conditions which may affect his work.

**1.12 LEGAL CONDITIONS**

- A. Bidders are notified that they should acquaint themselves with the various provisions in the laws of the State of Michigan, and in the ordinances and regulations of the City of Birmingham and Oakland County, with respect to the carrying on of public improvements.

**1.13 BIDDER'S ABILITY**

- A. It is the intention of the City to award the contract for this job to a contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner, and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal calls for at least three (3) references concerning his ability to do this particular class of work, and a reference list of the last five (5) projects, including those not completed or currently being performed. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If the contract is awarded to a foreign company, a certificate of authority to do business in this state must accompany executed contract.

**1.14 PAYMENTS**

- A. Partial payments will be made monthly to the Contractor during the satisfactory progress of the working accordance with the Payments section of the General Requirements.

**1.15 RIGHT TO ACCEPT, REJECT AND TO WAIVE DEFECTS**

- A. The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal, if it appears advantageous to the City to do so.
- B. In particular, any alterations, erasure or interlineation in the Specifications which are made a part, specifically, of these instruments, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal form and referred to therein.
- C. Proposals which are clearly unbalanced, will also be considered as irregular, and will be subject to instant rejection by the City.

**END OF SECTION**

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**SECTION 400  
GENERAL REQUIREMENTS**

**1.01 DEFINITION OF TERMS**

- A. The intent and meaning of words and expressions, or pronouns used in their stead, occurring in these specifications or in other contract documents, shall be interpreted as described under Section 101.03 Definitions of Terms of the Current Standard Specifications for Construction adopted by the Michigan Department of and Transportation, with the following additions or exceptions:
  - 1. City - The corporation of the City of Birmingham, Michigan
  - 2. Commission - The Commission of the City of Birmingham, Michigan, and any other board, body, official or officials to which or to whom the powers belonging to the said Commission shall, by virtue of any act or acts, hereafter passed or be held to appertain.
  - 3. Engineer - The person holding the position or acting in the capacity of City Engineer of the City of Birmingham, Michigan, acting either directly or through his properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
  - 4. Directed, required, permitted, etc. - Whenever in the specifications the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that the direction, requirements or permission of the Engineer is intended; similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, or acceptable, or satisfactory to the Engineer.

**1.02 INTENT OF THE PLANS, SPECIFICATIONS AND CONTRACT**

- A. The intent of the plans, specifications and contract is to provide for the completion of the work in substantial compliance with the details as shown thereon, and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, and shall perform all operations required to complete the work in accordance with the specifications, and the lines, grades and cross sections provided for on the plans, or by authorization.

**1.03 EXTRA WORK**

- A. No extra work shall be started, or extra material furnished, until such extra work or furnishing of extra material is authorized in writing by the Engineer.
- B. The price for such extra work or material must be approved by the Engineer. Said price may be a unit price, a lump sum price, or if the Engineer so elects, the work shall be done on a force account basis, which will be paid for in the following manner:
  - 1. For all labor, teams and foremen in direct charge of the specific work, the Contractor shall receive the actual rate of wage paid for each and every hour that said labor, teams and foremen are actually engaged in such work, plus 20% of the sum thereof.
  - 2. For materials and supplies, the Contractor will receive the actual cost of such materials delivered on the work, including freight charges, as shown by original receipted bills, plus 15% of the sum thereof.
  - 3. For any machinery and equipment owned or rented by the Contractor, which it may be deemed necessary or desirable to use on extra work, the Contractor will be paid at the actual charge-out rate, if reasonable, for his own equipment, or at the actual rental price paid, if

reasonable, for rented equipment for each and every hour that such equipment is used on the work, to which sum 15% will be added.

4. Bond premium, workmen's compensation insurance, personal injury public liability and property damage public liability insurance, unemployment compensation, and Federal Social Security will be paid for at actual cost, to which sum 15% will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
5. The compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, and the use of small tools and equipment for which no rental is allowed.

#### 1.04 ALTERATION IN CHARACTER OF WORK

- A. Should the Contractor encounter, or the Engineer encounter, during the progress of the work, sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, the Engineer's attention shall be called immediately to such conditions before they are disturbed. The Engineer shall thereupon investigate the conditions, and if he finds that they materially differ from those shown on the plans and indicated in the specifications, he shall at once make such changes in the plans and/or specifications, as he may find necessary.

#### 1.05 COORDINATION OF SPECIFICATIONS AND PLANS

- A. In case of discrepancy, written figures shall govern over numerals, figured dimensions shall govern over scaled dimensions, plans shall govern over standards specifications, supplemental specifications shall govern over standard specifications and plans, and special provisions shall govern over supplemental specifications.
- B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

#### 1.06 AUTHORITY OF ENGINEER

- A. The Engineer shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the contract by the Contractor.

#### 1.07 INSPECTION

- A. Inspectors may be appointed and directed to inspect all materials used, and all work done. The inspection may extend to all parts of the work, and to the preparation or manufacture of the materials for use in the work. The Inspectors will not be authorized to revoke, alter, enlarge or relax any of the provisions of these specifications, nor to change the plans in particular. The Inspector on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. He will also call to the attention of the Contractor any failure to follow the plans and specifications that he may observe. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished, or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and be decided by the Engineer. In no instance shall any action or omission on the part of the Inspector relieve the

Contractor of the responsibility of completing the work in accordance with the plans and specifications.

- B. The Engineer and his duly authorized Inspector, shall at all times have the right to enter the premises upon which the work under this contract is being done, and to inspect said work and to ascertain whether or not the construction is carried out in accordance with the terms of the contract or specifications; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection.

#### 1.08 SUPERVISION

- A. The Contractor shall give his personal supervision to the faithful prosecution of the work. In case of his absence, he shall have a competent superintendent or foreman on the work site who shall follow, without delay, all instructions of the Engineer or his assistants in the prosecution and completion of the work, and every part thereof in conformity with this contract. He shall also have full authority to supply material and labor immediately.
- B. The Contractor's supervisor shall be responsible to act on behalf of the Contractor. This includes being present or available at all times, making decisions on behalf of the Contractor and Subcontractor, scheduling, monitoring work progress on a continued basis, communicating with City representatives, etc. His name shall be submitted prior to the start of work, with all appropriate ways of contacting him. He shall remain the responsible Contractor's representative throughout completion of the project, including any subcontract work associated with this contract. If it is necessary to replace this person, it shall have the approval of the Engineer.

#### 1.09 TIME AND SEQUENCE OF WORK

- A. The Contractor shall have control over the sequence of order of execution of the several parts of the work to be done under this contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by these specifications and plans, or by the express provisions of the contract.
- B. The Engineer may, however, make such reasonable requirements as may in his judgment be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.
- C. The Contractor shall submit a written work plan prior to starting construction. This shall include a written schedule, critical path or equal, to focus in on the date required for completion. This schedule must be updated periodically (not to exceed two (2) weeks) if it becomes necessary to modify the plan. This does not relieve the Contractor of the responsibility to complete the contract according to contractual stipulations. Any modification to the time schedule must obtain prior written approval from the Engineer.
- D. Once the Contractor has mobilized, the Contractor must execute the contract in a continuous, expeditious manner, and may not suspend prosecution of work without written permission of the Engineer.

#### 1.10 RELATION TO OTHER CONTRACTORS

- A. The Contractor shall so conduct his operations as not to interfere with or injure the work of other Contractors employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him.
- B. Should a contract for adjoining work be awarded to another Contractor, and should the work on one of these contracts interfere with that of the other, the Engineer shall decide which Contractor shall cease work for the time being, and which shall continue, or whether the work of both



contracts shall continue at the same time and in what manner. In case territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, equipment or materials, as he may adjudge to be necessary or expedient, and in the best interest of the City. Any decision which the Engineer may make as to method and time of conducting work or the use of the territory shall not be made the basis of any claim for damage, but an extension of time may be claimed if justified by the circumstances, the same as in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between the Contractor and other Contractors or workmen of the City in regard to adjoining work, shall be determined and adjusted by the Engineer.

**1.11 CONSTRUCTION STAKES**

- A. The location, alignment, elevation and grade of the work will be determined by the Engineer, who will set such stakes as are necessary to properly mark these elements. The Contractor shall assume full responsibility for detail dimensions and elevations measured from the lines, grades and elevations so established.
- B. The Engineer may require the Contractor, at the Contractor's expense, to provide such masts, scaffolds, batterboards, straightedges, templates or other devices as may be necessary to facilitate laying out, inspecting and constructing the work.
- C. The Contractor shall exercise proper care in the preservation of all stakes set for his use, or for the use of the Engineer, and if such stakes are injured, lost or removed by the Contractor's operations, the cost of resetting may be charged to the Contractor. The Department will be responsible for the accuracy of lines, slopes and grades established by the City, except that the Contractor shall not take advantage of any obvious errors or omissions.

**1.12 SOIL CONDITIONS**

- A. The Contractor shall make his own determination of the soil conditions and he shall complete the work in whatever materials, and under whatever conditions he may encounter or create, without extra cost of the City.

**1.13 MATERIALS FURNISHED BY THE CITY**

- A. When specified, the City of Birmingham may furnish materials at no cost to the Contractor. All other materials necessary to complete the project shall be furnished by the Contractor.
- B. Materials to be furnished by the City will be at the Department of Public Works Yard at Eton Road and Holland Avenue. The Department of Public Works will require the Contractor to provide a written authorization from the Engineer before releasing any materials. The Contractor shall load and transport all such materials from the Department of Public Works Yard to the construction site, at his own expense.
- C. The City may, at its discretion, furnish to the Contractor, any materials, supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials, supplies or transportation so furnished.

**1.14 STORED MATERIAL**

- A. Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted by the City, or by other Contractors in the City employ, or with street drainage, fire hydrants, or with access thereto, and not to hinder any more than may be necessary the ordinary pedestrian or vehicular traffic of the streets. Such material shall be stored in such a manner as to facilitate inspection.

#### 1.15 REJECTED MATERIAL

- A. If any materials used in the work, brought upon the ground, or selected for use in the work shall be condemned by the Engineer on account of bad or improper workmanship, or as being unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove from the work or its vicinity, without delay, all such rejected or condemned material of whatever kind. Upon failure to do so within forty-eight (48) hours after having been so directed by the Engineer, the condemned material may be removed by the City and the cost of said removal deducted from any money that is then due, or that may thereafter become due to the Contractor. No payment shall be made until such materials, work or workmanship has been removed and proper materials and workmanship substituted therefor.

#### 1.16 WATER SUPPLY

- A. Water for construction purposes may be taken from the City mains, at no charge, subject to the rules of the City Water Department. Special approval of the Engineer must be obtained prior to the opening of any fire hydrant.
- B. The Contractor shall provide for his employees an adequate supply of drinking water taken from the City mains.

#### 1.17 SANITARY REGULATIONS

- A. Necessary convenience, properly secluded from public observation, shall be constructed where needed for the use of laborers on the work. Such conveniences shall be located, constructed and maintained, subject to the approval of the Engineer and the collections therein shall be removed at such times, and to such places as he shall direct. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the County Health Department.

#### 1.18 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses and pay all charges and fees necessary and incident to the due and lawful prosecution of the work. Unless otherwise stated in these contract documents, there will be no charge for any permits required by the City of Birmingham.

#### 1.19 LAWS AND ORDINANCES

- A. The Contractor shall keep himself fully informed of all local ordinances and regulations, state and national laws in any manner affecting the work herein specified. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, said ordinances, laws and regulations, and shall protect and indemnify the City and its duly authorized officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, etc.
- B. The Contractor shall obey and abide by all the laws of the State of Michigan and of the Federal Government relating to the employment of labor on public work and all Charter provisions and ordinances of the City of Birmingham regulating or in respect to public improvements.
- C. The Contractor and his Subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

**1.20 PROPERTY AND SURVEY MONUMENTS**

- A. Before any monuments or stakes marking the boundaries of property along or near the work are removed or disturbed, the Contractor shall notify the Engineer in sufficient time so that they can be properly located and reset.
- B. All precautions shall be taken to avoid disturbance of permanent survey monuments of any City, County or State authority, and when any of these are disturbed or destroyed, the Contractor shall restore them to the satisfaction of such authority and shall pay all costs incurred by such authority in connection therewith.

**1.21 BUILDING AND OTHER STRUCTURES ENCOUNTERED**

- A. Full responsibility shall be assumed by the Contractor for the protection of all buildings and other structures, public or private, including tracks, pavements, driveways, curbs, poles, signs, hydrants, underground pipes and conduits and other structures of every sort that may be encountered in or adjacent to the work.
- B. Wherever settlement or lateral movement of structures might occur, adequate underpinning or other means of support shall be installed. Where necessary, such support shall be installed in advance of construction.

**1.22 PROTECTION TO TREES AND SHRUBBERY**

- A. The Contractor shall take all prudent and feasible measures that will reduce or eliminate the impacts of development and construction on City owned trees. Trees or shrubbery shall be surrounded by protective cushioning, posts or fencing before construction work begins, if, in the judgment of the Staff Arborist, such precautions are necessary. Further detailed information is included in the supplemental specifications section of the contract if applicable.

**1.23 DUST CONTROL**

- A. All Contractors working on projects that require removal of the paved surface during construction shall provide dust control as directed by the Engineer, at no additional cost to the City. When weather conditions are such that dusty conditions can be created, the Contractor shall be prepared to take action. When dry conditions are declared by the Engineer, the Contractor shall have a water truck and calcium chloride on site at all times, to be applied as needed. The Contractor shall be pro-active with respect to applying dust control measures as needed.

**1.24 PROTECTION AND RESTORATION OF PROPERTY**

- A. The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequences of any act or omission on his part, or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Engineer may, after forty-eight (48) hours written notice to the Contractor, proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the Contractor.

**1.25 RESPONSIBILITY FOR DAMAGE TO WORK**

- A. The Contractor shall protect his work and materials from damage, due to the nature of the work, the action of the elements, the carelessness of other contractors, or from any cause whatever, until the completion and acceptance of the work. Should any damage occur, he shall repair or replace it at his own expense, and complete the work to the satisfaction of the Engineer.

1.26 INDEMNITY

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

1.27 INSURANCE

- A. The Contractor shall comply with the INSURANCE requirements set forth in the General Instructions to Bidders.

1.28 PUBLIC TRAVEL

- A. The Contractor shall at no additional compensation make suitable and adequate provisions, unless otherwise authorized by the Engineer, for the safe and free passage of persons and vehicles by, over or under the work while it is in progress.
- B. The Contractor shall obtain permission from the Engineering Department to close or block any street. The Contractor shall notify the Engineering Department at least four (4) hours before closing or blocking any street.

1.29 PUBLIC SAFETY

- A. The Contractor shall furnish, erect and maintain a good and sufficient fence, railing or barrier around all exposed portions of his work, to effectively prevent any accident in consequences of his operations and to protect the work. Such fences, railings and barriers shall be illuminated from sunset to sunrise by suitable and sufficient lights, flares or torches, in such a manner as to make them clearly visible to approaching pedestrians and/or traffic.
- B. When equipment and materials are located within the construction site, or within any public right-of-way, the public shall be safe-guarded by suitable and sufficient signs, lights, barricades or other means furnished and maintained by the Contractor.
- C. If any portion of the work is not properly barricaded, signed or lighted by one-half (1/2) hour after sunset, the necessary barricades, signs and lights may be placed by the City and all costs to the City for such work will be charged to the Contractor. The furnishing, erection and maintenance of barricades, signs and lights by the City will not relieve the Contractor of his responsibility for the protection of traffic and the work.
- D. The Contractor shall provide such traffic regulators and watchmen as are necessary to insure safe and convenient travel by the public and to protect the work.
- E. Barricades, signs and lights shall be erected in accordance with the provisions of the Michigan Manual of Uniform Traffic Control Devices.



**1.30 MAINTAINING SERVICE TO DRAIN, WATER MAINS, ETC.**

- A. The Contractor shall maintain in continuous and effective service all drains, sewers, watercourses and water mains touched during the progress of the work. If it should become necessary to temporarily divert or obstruct the flow of any watercourse or drain, written consent must first be obtained from the Engineer, and then the Contractor shall assume full responsibility for the consequences.

**1.31 NOTIFICATION OF UTILITIES**

- A. The Contractor shall notify all utilities of his intention to excavate or otherwise cause any underground disturbance, by calling MISS DIG at least three (3) full working days before commencing such excavating or disturbances.
- B. The rights are reserved to both the City and to the owners of public utilities or franchises to enter upon the work for the purpose of making repairs to their installations and making changes in their installations necessitated by the work.

**1.32 SUBLETTING OR ASSIGNING**

- A. The Contractor shall perform without subletting, at least twenty-five (25) percent of the work provided for in this contract, computed on the basis of cost.
- B. The subletting of any portion of the contract work shall be subject to approval by the Engineer, but such approval shall not relieve the Contractor of responsibility for the work of such Subcontractors who likewise shall be bound by all pertinent provisions of these specifications. Before any work is sublet, the Contractor shall satisfy the Engineer that the proposed Subcontractor is suitably equipped and experienced in that kind of work, and that he has proper financial resources to enable him to carry it out.
- C. No assignment by the Contractor of any principal construction contract or any part thereof, or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the approval of the Engineer, and the Surety has been given due notice of such assignment in writing.
- D. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

**1.33 DISCHARGE OF EMPLOYEES**

- A. The Contractor shall employ only competent, skillful persons to do the work. Whenever the Engineer shall notify the Contractor in writing that, in his opinion, any employee on the work is incompetent, impertinent, disobedient, unfaithful, disorderly or otherwise unsatisfactory, that employee shall be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

**1.34 PROSECUTION OF WORK**

- A. The Contractor shall begin work in accordance with the detailed progress schedule after execution of the Contract by the City. He shall prosecute the work in the order given in the progress schedule, with force and equipment adequate to complete the major items, portions, or sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the progress schedule, or if it appears at any time that such work

is not being prosecuted in such manner as to insure its completion within the time specified, the Engineer shall have the right to require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to bring the work up to the progress schedule; with or without notice to the Surety, place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the plant and equipment as in his judgment is reasonable, and for such time as the plant and equipment are in service.

**1.35 EXTENSION OF TIME**

- A. If the Contractor is obstructed or delayed in the prosecution or completion of the work by reason of the neglect, delay or default of any other Contractor having a contract with the City for adjoining or contiguous work; by reason of any damage that may happen thereto by the unusual action of the elements; by reason of the abandonment of the work by the employees in a general strike; the part of the City in doing work or furnishing material, the
- B. Contractor shall have no claim of damages for any such cause or delay. He shall, however, be entitled to such extension of the time specified for the completion of the work as the Engineer shall determine to be just and proper, provided however, that such claim for such extension of time is made by the Contractor in writing to the Engineer within one (1) week from the time when any such cause for delay occurs.

**1.36 SUNDAY AND HOLIDAY WORK**

- A. No work shall be done on Sundays, or upon any days celebrated as holidays by the City of Birmingham, except in case of emergency, or to protect work from damage or injury. All Sunday or holiday work must have prior written approval of the Engineer.

**1.37 NIGHT WORK**

- A. No work shall be carried on from 7:00 p.m. to 7:00 a.m., except in case of emergency, or to protect from damage or injury work that has already been done. All night work must have the prior written approval of the Engineer. This provision does not apply to work covered under the provision entitled "shutting off water".

**1.38 MEASUREMENT OF QUANTITIES**

- A. Quantities of work completed under the contract will be measured by the Engineer according to United States standard measures. When material is measured by weight in tons, the unit shall be the ton of two thousand (2000) pounds.
- B. All longitudinal measurements for area of base courses, surface courses and pavements will be made along the actual surface of the roadway. For all transverse measurements for area of base courses, surface courses and pavement, the dimensions used in calculating the pay area shall be the neat dimensions provided in the plans or by authorization.
- C. Structures will be measured according to neat lines provided on the plans or by authorization.
- D. All materials which are specified for measurement by the cubic yard "Loose Measure" will be measured at the location where used on the project under construction, unless otherwise provided.

**1.39 CLEANING UP**

- A. Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises which he has occupied during the construction period.

- B. Before the time of the final estimate, the Contractor shall remove from the premises, debris, rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such a manner as the Engineer may require.
- C. Before leaving the grounds, the Contractor shall replace and put in good repair all fences, telephone poles and lines, roadways and other property that may have been damaged by him in the progress of the work.

#### 1.40 ENVIRONMENTAL PROTECTION

- A. Contractor shall at all times be responsible to insure that no chemicals, pollutants or other harmful or hazardous materials are spilled, discharged or otherwise released into the environment or onto City property, rights-of-way or into the storm or sanitary systems. Should such a release occur, Contractor shall immediately take action to extract the contaminants and prevent further exposure and damage. Contractor shall immediately contact the City and all other required governmental agencies to assess and determine the necessary and appropriate remediation activities. Contractor shall be responsible for all costs and damages stemming from the release including, but not limited to, the cost to remove and dispose of the contaminant, repair/replace/restore the affected areas, and all costs incurred by the City or governmental agency in response.

#### 1.41 UNNOTICED DEFECTS

- A. Any defective work or material that may be discovered by the Engineer before the final acceptance of the work, or before final payment has been made, shall be removed and replaced by work and material which conform to the specifications. Failure to neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

#### 1.42 FINAL INSPECTION

- A. As soon as practicable, after the completion of all the work covered by the Contract, the Engineer shall make the final inspection of the work. If the work is found to comply with all the terms of the Contract plans and specifications, the Engineer shall accept the completed work with reasonable promptness. If the work is not acceptable to the Engineer at the time of such inspection, he shall advise the Contractor as to the particular defects to be remedied before final acceptance.
- B. If within a period of ten (10) days after such notification the Contractor has not taken steps to speedily complete the work as outlined by the Engineer, the Engineer may, without further notice to the Contractor and without in any way impairing the Contractor, make such arrangements as he may deem necessary to have the work completed in a satisfactory manner. The cost of so completing the work may be deducted from any monies due, or which may become due the Contractor.
- C. Use by the City or public of all or any part of the work before acceptance shall not be construed as acceptance of the part used.

#### 1.43 PAYMENTS

- A. Partial payments will be made monthly on the basis of the value of work completed during the estimated period, less the percentages retained as specified herein, provided the work is progressing in accordance with the progress schedule, provided the contract provisions are being fulfilled, and provided the time of completion has not elapsed.
- B. The Contractor shall be responsible to submit requests for partial payments in writing by completing the Request for Partial Payment form supplied in the contract and/or by the City with

the attached appropriate quantities as measured or estimated by the Superintendent. Final payment shall be made by an officer of the company submitting

- C. final quantities to the Engineer based upon the value of the work performed and materials completed in accordance with the contract. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, "Contractor's Affidavit", stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.
- D. If the Contractor fails to submit a request for a payment, as specified, the Engineer may at his (her) discretion prepare a Contractor's Estimate for such payment.
- E. When submitting a request for partial or final payment, the Contractor shall complete the appropriate forms as included in Section 140 of the Contract. When requesting a partial payment, the Contractor shall submit the "Request for Partial Payment" form and the "Sworn Statement" form. When requesting final payment, the Contractor shall complete the "Request for Final Payment" form and the "Sworn Statement" form.
- F. When the Contractor determines that work will need to be completed outside of the specified pay items, the "Work Directive" form shall be submitted to the Engineer and approved prior to said work commencing.
- G. Except as hereinafter provided, the City will retain ten (10) percent from the partial payments of the amount earned up to fifty (50) percent of the Contract price. After fifty (50) percent of the Contract work is in place, the City will not hold additional retainage, unless the Engineer determines that the Contractor is not making satisfactory progress. If the Engineer determines the Contractor is not making satisfactory progress, the City may retain up to ten (10) percent of the value of the work over fifty (50) percent of the Contract price.
- H. After final acceptance of the Contract work by the Engineer, he shall process a final estimate for the total amount due the Contractor, less the total amount of all previous payments. Except as hereinafter provided, the total amount due the Contractor shall include interest earned on retained amounts from partial payments.
- I. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, affidavit or certificate, stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.
- J. In case evidence exists that all bills with respect to the work have not been paid in full, the Engineer may retain out of any amounts due the Contractor, sufficient sums to cover all such unpaid bills.
- K. Except as hereinafter provided, and at the City's option, a dispute regarding the percent retained from partial payments or regarding payment of interest on retained amounts, shall be settled in accordance with the provisions of Act 524 of the Public Acts of Michigan for 1980.
- L. For a Contract having a dollar value of less than \$30,000.00, or a Contract having three (3) months or less between the date of the Contractor and the Contract Time of Completion:
  - 1. The City will retain ten (10) percent of the amount earned from partial payments.
  - 2. The City will not pay interest on amounts retained from partial payments.
  - 3. The provision to settle disputes in accordance with Act 524 will not apply.



1.44 SETTLEMENT OF DISPUTES

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

1.45 MAINTENANCE AND GUARANTY

- A. The Contractor shall guarantee all the work furnished under this Contract against all defects in workmanship and materials, and incidental damage to other property, for a period of one (1) year following the date of the final acceptance of the work by the City. The Performance Bond shall fully cover all guarantees contained in this article.

1.46 CONFLICT OF INTEREST

- A. The Contractor shall not directly or indirectly employ or otherwise use a City official of the City of Birmingham in conjunction with this contract. If subsequent to entering into the Contract a City official, a spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.

1.47 INSPECTOR CREW DAYS

- A. It shall be the responsibility of the bidder to extend as a bid item in his proposal, when called for, the number of inspection crew days he requires for the completion of the project, times the unit price for inspection. The basis of computing crew days shall be as follows:

| Total Hours Worked                                                                                                               | Crew Days Charged                                               |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| When an Inspector reports to the project and the Contractor decides not to work, or does not appear to work, weather permitting. | - One-half (1/2) crew day                                       |
| Under four (4) hours                                                                                                             | - One-half (1/2) crew day                                       |
| Four (4) hours or more                                                                                                           | - One (1) crew day                                              |
| Over Eight (8) hours or more                                                                                                     | - Three eights (3/8) crew day for each two hour or part thereof |

- B. The above hours are only for the usual working days of Monday through Friday.
- C. All Saturday work shall multiply the number of crew days by a factor of 1.5. All Sunday work shall multiply the number of crew days by a factor of 2.0.

- D. All holiday work shall multiply the number of crew days by a factor of 2.0. Holiday work shall include all legal holidays, and any other days when the Municipal Building of the City of Birmingham is officially closed.
- E. The amount bid shall be included in comparative evaluation of the bids. OMISSION OF THIS ITEM, WHEN CALLED FOR, SHALL BE CAUSE FOR REJECTION OF THE BID.
- F. The City of Birmingham will bill the Contractor four hundred (\$400) dollars per day for each day they require inspection according to the Engineer. The bill must be paid monthly to the City of Birmingham Treasurer. A thirty (30) day grace period will be provided in which to pay the inspection bill, after which a 1% per month late fee will be assessed. All inspection bills must be paid prior to issuance of final payment.
- G. In the event that the number of crew days required is less than the amount bid, the excess shall be paid to the Contractor at the end of the project. If the number of days required is more than the amount bid, the pay item shall remain as the amount bid, and all days used shall be due to the City prior to final payment.
- H. If the quantity of work under the Contract varies from that stated in the Proposal, the number of "crew days" allowed under the bid item shall be increased or decreased in proportion to changes in the total value of work under the Contract. This revision in the number of crew days shall be agreed upon at the time the Contract quantities are revised.
- I. The Contractor shall give the City Engineer at least twenty-four (24) hour notice, exclusive of Saturdays, Sundays or holidays, when the project requires an increase or decrease in the number of Inspectors. Failure to observe this requirement will either necessitate the charging of one-half (1/2) crew day if the Inspector appears on the project, or the halting of all additional work until an Inspector is available. Unless the Inspector is notified in advance, crew days will be charged when an Inspector appears on a project and the Contractor decides not to work.
- J. A separate crew day shall be charged for each and every Inspector or Engineer employed on a project for inspection purposes.
- K. The number of Inspectors or Engineers required for the complete inspection of any project shall be as determined by the City Engineer.
- L. One (1) Inspector or Engineer shall be assigned to each construction crew or each operation listed below:
  - 1. General
    - a. Material Testing (not the operations done by a testing laboratory).
    - b. Checking barricades and lighting.
    - c. Checking maintenance of traffic.
    - d. Emergency conditions, as determined by the Engineer.
    - e. Measuring quantities when said measurements are taken during one of the operations included within this list.
  - 2. Clean-Up and Complaints
    - a. Replacement of driveways, sidewalks, pavement, etc.
    - b. Checking restoration and answering complaints.
  - 3. Water Mains and Appurtenances

- a. Excavation.
  - b. Laying of Mains.
  - c. Installing Valves and Hydrants.
  - d. Tunneling, Jacking or Boring of Water Mains.
  - e. Backfilling of Trenches.
  - f. Restoration of Existing Conditions.
  - g. Cleanup.
  - h. Pressure Testing.
  - i. Cleansing and Disinfecting.
  - j. Checking final installation for conformance to specifications prior to releasing for connections to be made.
  - k. The same Inspector may inspect the installation of hydrants, thrust blocks, gate wells, etc., in the proximity of the pipe laying operations, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.
4. Concrete Pavement
- a. Excavation and Preparation of the Site.
  - b. Mucking and Filling Ditches.
  - c. Pavement Removal.
  - d. Subgrade Preparation and Fine Grading.
  - e. Adjusting and Reconstructing Existing Structures.
  - f. Sub-Base Construction.
  - g. Checking Form Alignment and Grade.
  - h. Placing of Concrete.
  - i. Constructing Compression Cylinders.
  - j. Finishing of Concrete.
  - k. Placing of Cold Weather Protection.
  - l. Sawing and Sealing.
  - m. Finish Grading.
  - n. Coring Finished Pavement (One (1) crew day will be charged for each twelve (12) cores taken).
  - o. Adjusting Existing Driveways and Sidewalks.
  - p. Seeding and Mulching.
  - q. Restoration.
  - r. Site Clean-Up.
  - s. Checking final pavement prior to final acceptance for conformance to specifications.

5. Sanitary, Combined, and Storm Sewers, and Appurtenances

- a. Excavation and Preparation of the Site.
- b. Checking Sewer Pipe.
- c. Installing Pipe Bed.
- d. Laying Pipe.
- e. Installing House Leads.
- f. Tunneling, Jacking or Boring of Sewer.
  - i. Mining Operation:
  - ii. Placement of Concrete:
    - One (1) Inspector in Tunnel.
    - One (1) Inspector Top Side.
- g. Constructing Manholes, Catch Basins, Inlets.
- h. Backfilling.
- i. Restoration.
- j. Infiltration or Ex-Filtration Tests.
- k. Site Clean-Up.
- l. Final checking of sewers prior to releasing for connections to be made or placing in service.
- m. The same Inspector may inspect the installation of manholes, catch basins, inlets, etc., in the proximity of the pipe laying operation, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.

6. Reinforced Concrete Structures

- a. Excavation for Structure.
- b. Sheeting.
- c. Checking Forms and Resteel.
- d. Placing of Concrete.
- e. Backfilling Around Structures.
- f. Checking Installation of Equipment.

7. Asphalt Paving and Pavement Resurfacing

- a. Excavation.
- b. Preparation of Subgrade.
- c. Construction of Base.
- d. Preparation of Existing Pavement.
- e. Priming Base Course.
- f. Construction of Bituminous Concrete Pavement or Surface.

- g. Checking of Material.
  - h. Checking of Asphalt Plants.
  - i. Checking of Final Pavement for Conformance to Specifications.
  - j. Restoration.
  - k. Site Clean-Up.
- M. Inspection rates for crew days will be charged as follows:
- 1. Through 4 Hours = \$325.00
  - 2. Over 4 Hours to 8 Hours = \$650.00
  - 3. Over 8 Hours = \$243.75 for each two hours or part thereof
  - 4. Saturdays
    - a. Through 4 Hours = \$487.50
    - b. Over 4 Hours = \$243.75 for each two hours or part hereof
- N. No payment on inspector crew days shall occur while the project is in progress. Upon final evaluation and inspection approval inspector crew days will be calculated and paid along with the final payment of the project to the contractor.

**END OF SECTION**



**SECTION 450**  
**COLOR AUDIO-VIDEO ROUTE SURVEY**

**PART 1. GENERAL**

**1.01 SUMMARY**

- A. The bid item "Audio-Video Route Survey" is included in the proposal to cover the cost of obtaining a record of the existing conditions prior to the start of construction.
- B. The Contractor shall engage the services of a professional electrographer actively engaged in color audio-video recordings of projects similar to the work included under this Contract.
- C. The firm performing this work shall have the equipment and experience necessary to produce a digital color audio-video recording of the prescribed quality, meeting all of the requirements specified herein.
- D. The Engineer may require the video taping of a "sample" route to verify the ability of the electrographer to perform the work.
- E. All digital recordings and written records shall become the property of the Owner. The firm performing this work shall also provide one complete copy of all DVD discs and written records to the Engineer.
- F. Complete coverage shall include all surface features located within the public right-of-way, easement areas and adjacent private properties up to building line when such properties lie within the zone of influence of construction and will be supported by appropriate audio descriptions made simultaneously with video coverage. Such coverage shall include but not be limited to all existing driveways, sidewalks, curbs, ditches, roadways, landscaping, trees, culverts, mail boxes, headwalls, and retaining walls, or buildings located within such zone of influence.
- G. Coverage shall include the entire project area impacted by construction and any portions of streets to be used by the Contractor as access roads and/or haul roads.
- H. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be less than twelve (12) feet to insure proper perspective.
- I. In some instances, audio-video coverage will be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the Owner.
- J. All recording must be made using digital equipment, full color audio-video DVD discs. One complete copy of DVD discs and written records shall be provided to the Owner prior to commencing construction on this project.
- K. Digital audio-video discs (DVD) shall be Sony, Panasonic, J.V.C or equal on DVD discs suitable for recording and play-back on computer DVD ROM players and conventional DVD players utilizing DVD R format.
- L. Buildings shall be identified by street number, when visible, in such a manner that structures of the proposed system can be located by reference. In all instances, however, locations shall be identified by audio or visual means at intervals not-to-exceed 100 lineal feet in the general direction of travel.
- M. The rate of speed in the general direction of travel of the conveyance used during recording shall not exceed 30 feet/minute. Panning rates and zoom-in, zoom-out rates shall be controlled

sufficiently such that stop-action during play-back will produce clarity of detail in the object viewed.

- N. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than 10% of the ground area is covered with snow or standing water, unless otherwise authorized by the Owner.
- O. Any recorded coverage not acceptable to the Owner shall be rerecorded at no additional charge.
- P. The Owner shall have the authority to designate areas for which coverage may be added or omitted and this shall be considered as incidental to the Contract.
- Q. All DVD discs shall be properly identified as to location, time and date in a manner acceptable to the Owner.
- R. A record of the contents of each DVD disc shall be supplied by a sheet identifying each segment in the DVD disc by location, disc number, disc time, starting point, traveling direction and ending point.
- S. The recording shall be done prior to placement of materials or equipment on the construction area and the DVD disc and record of contents must be furnished one week prior to the start of construction.
- T. To preclude the possibility of tampering or editing in any manner, all video recordings, must, by electronic means, display continuously and simultaneously generated transparent digital information to include the date and time of recording, as well as the corresponding engineering stationing numbers. The date information will contain the month, day and year; for example 10/5/96 and be placed directly below the time information. The time information shall consist of hours, minutes and seconds, separated by colons. For example 10:53:18. This transparent information will appear on the extreme upper left-hand third of the screen.
- U. The engineering stationing numbers must be continuous, accurate and correspond to the project stationing and must include the standard engineering symbols. For example 14+84. This transparent information will appear on the extreme area covered, direction of travel, viewing side, etc.
- V. Below the engineering station, periodic transparent alpha/numeric information will appear. This information will consist of the name of the project, name of area covered, direction of travel, viewing side, etc.
- W. Digital audio-video discs must be originally recorded with minimum horizontal resolution of 480 lines. Reprocessed DVD discs will not be acceptable.
- X. In order to produce the proper detail and perspective, artificial lighting will be required where it is necessary to fill in shadow areas caused by trees, utility poles, road signs, or other such objects.

#### 1.02 BASIS OF PAYMENT

- A. Payment shall be by "Lump Sum" based on construction zones as identified on the construction plans.

#### **PART 2. MATERIALS**

Not Applicable

#### **PART 3. EXECUTION**

Not Applicable

**END OF SECTION**

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**SECTION 500**  
**WATER MAIN CONSTRUCTION**

**PART 1. GENERAL**

**1.01 SUMMARY**

- A. The work of this section shall consist of the installation of water mains, valves, risers, corporations, boxes, hydrants, water services and connections, of the size and character and at the locations shown on the drawings. This work shall include the provision of all labor, materials, equipment, and supervision required, including excavation, bedding, backfill, testing and sterilization and other incidental work necessary for a complete system. The Contractor shall set crosses, tees, bends, sleeves, and other special fittings in the main where shown on the drawings or directed by the Engineer. All unconnected openings of such special fittings shall be closed by standard plugs. All special fittings shall be incidental to the water main construction.

**1.02 REFERENCES**

- A. Unless otherwise specified, all water main pipe materials shall conform to the latest edition of the applicable AWWA standard for construction.
- B. Performance and material requirements shall meet specific Reference Standards as referred to hereinafter under individual items.
- C. Unless otherwise specified, all materials shall also conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

**1.03 CERTIFICATION AND INSPECTION**

- A. All pipe and fittings delivered to the job shall be accompanied by certification papers showing that the pipe and fittings have been tested in accordance with the applicable Specifications for this project. All pipe and fittings will be inspected upon delivery to the jobsite. No cracked, broken or damaged pipe will be allowed in this work.
- B. Each piece of ductile iron pipe and each fitting shall have its weight and class designation conspicuously painted or cast on it. All other pipe materials shall have the class designation painted thereon. Where required, other designation marks shall be painted on the pipe or fittings to indicate correct location in the pipeline in conformity to a detailed layout plan.

**1.04 SHOP DRAWINGS AND GUARANTEES**

- A. Contractor shall furnish shop drawings and guarantees of the items to be furnished under this section of the Contract. Design details of joints and joint restraint shall be submitted to the Engineer for consideration and approval before ordering any pipe.

**PART 2. MATERIALS**

**2.01 WATER MAIN PIPE**

- A. All water main pipe supplied and installed on this project shall be Pressure Class 52 Ductile Iron Pipe (DIP) conforming to ANSI A21.5, latest revision.
- B. Joints shall be push-on type conforming to ANSI A21.11, latest revision.
- C. Ductile iron pipe shall be cement mortar lined and bituminous seal coated, in accordance with ANSI A21.4, latest revision.

## 2.02 POLYETHYLENE ENCASEMENT

- A. All ductile iron pipe and fittings shall be encased with polyethylene encasement in accordance with the requirements of ANSI/AWWA Standard C105/A21.5-10.
- B. Polyethylene encasement materials shall be manufactured of virgin polyethylene possessing the following characteristics:
  1. Type, Class, Grade, other Characteristics:
    - a. In accordance with A.S.T.M. Specification D-1248-84 or latest revision thereof.
    - b. Type.....I
    - c. Class A..... A natural color where exposure to weather (including sunlight) is less than forty-eight (48) hours total burial OR Black where exposure to weather (including sunlight) may be more than forty-eight (48) hours. Exposure to weather should be kept to a minimum, and in no case should it exceed ten (10) days.
    - d. Grade..... E-1
    - e. Flow Rate (formerly Melt Index) .....0.4 maximum
    - f. Tensile Strength..... 1200 psi
    - g. Elongation.....300%
    - h. Dielectric Strength.... Volume resistivity, ohm-Cm3 = 1015 volts per mil thickness.
    - i. Polyethylene tube material shall have a thickness of .008" (8-mils). Thickness tolerance shall not exceed 10% of the total tube thickness. A suggested tube size for each pipe diameter is listed in Table 1 below. For pipe sizes greater than 24", tube size may be determined by multiplying the nominal pipe diameter by 2.25 to obtain minimum flat tube width.

**TABLE 1: Polyethylene Flat Tube Width (Inches)**

| <u>Nominal Pipe<br/>Diameter<br/>(Inches)</u> | <u>Ductile Iron Pipe,<br/>Bell &amp; Spigot Joints</u> | <u>Ductile Iron Pipe<br/>with Mechanical<br/>Joints</u> |
|-----------------------------------------------|--------------------------------------------------------|---------------------------------------------------------|
| 4                                             | 16                                                     | 16                                                      |
| 6                                             | 20                                                     | 20                                                      |
| 8                                             | 24                                                     | 24                                                      |
| 10                                            | 27                                                     | 27                                                      |
| 12                                            | 30                                                     | 30                                                      |
| 14                                            | 34                                                     | 34                                                      |
| 16                                            | 37                                                     | 37                                                      |
| 18                                            | 41                                                     | 41                                                      |
| 20                                            | 45                                                     | 45                                                      |
| 24                                            | 54                                                     | 54                                                      |

- C. Adhesive tape used to connect Water main Polyethylene Encasement shall be a general-purpose adhesive tape two (2) inches wide and approximately ten (10) mils thick, such as Scotchrap No. 50, Polyken No. 900, or Tapecoat CT. Tape used for repair of damage to the polyethylene shall possess a life expectancy equal to that of the polyethylene.

## 2.03 FITTINGS

- A. Ductile Iron Water Main Fittings shall be furnished in accordance with ANSI A21.10, latest revision.

- B. Joints shall be mechanical joint or push-on, conforming to ANSI A21.11, latest revision. When called for on the plans or supplemental specifications, fittings shall be cement mortar lined as detailed for pipe.
- C. When connecting to existing water mains, oversized fittings may be required to match the outer diameter of the older water mains. The Contractor shall determine sizes as necessary.

#### 2.04 HYDRANTS

- A. Hydrants shall be EJIW model 5BR with 6" mechanical joint inlet, two pumper nozzle, all opening left, 5'6" bury, plugged drain, block bolts.

#### 2.05 GATE VALVES AND BOXES

- A. All gate valves shall be of the resilient seat wedge type with mechanical joints.
- B. Gate valves shall be designed for 150 psi working pressure and meet the requirements of AWWA Specification C509.
- C. Gate valves shall be cast iron body, fully bronze mounted, bronze stem, O ring stem seal, non-rising stem and wedge disc with resilient rubber seat ring disc scat. Gate valves shall have a clear waterway equivalent in area, when fully open, equal to that of the connecting pipe.
- D. Valves shall be made to open when turned to the left, or counterclockwise.
- E. The gate valves shall have square wrench nuts.
- F. Gate valves of the size specified shall be produced by either Mueller or East Jordan Iron Works.
- G. Valve boxes shall be of the three (3) piece adjustable height type with cast iron curves with a 5 1/4" shaft diameter. The cover shall be marked "WATER". The length of the box shall be adequate for the depth of cover at the valve location.

#### 2.06 WATER LEADS

- A. All water service leads shall be of Type K copper of the sizes called for on the plans.

#### 2.07 CORPORATION STOPS

- A. Corporation stops shall be Mueller Model No. H-15000
- B. Corporation Stops shall have an AWWA Taper threaded inlet with copper flare straight connection outlet.
- C. Corporation Stops shall be manufactured and tested to meet ANSI/AWWA Standard C800.
- D. Corporation stops shall be constructed of heavy-duty brass components meeting the requirements of ASTM B62.

#### 2.08 CURB STOPS AND BOXES

- A. Curb Stops shall be manufactured and tested to meet ANSI/AWWA Standard C800.
- B. Curb stops shall be constructed of heavy-duty brass components meeting the requirements of ASTM B62.
- C. Inlet and outlet shall both have copper flare straight connections.
- D. Curb stops valve shall have Minneapolis pattern thread top
- E. Curb stop valves shall be Mueller Model No. H-15154



- F. Curb stop valves shall be Mueller Model No. H-10300.
- G. Curb stop boxes shall be cast iron extension type with lid and plug and shall have a Minneapolis pattern base with a 1-1/4" inner diameter upper section. Curb stop boxes shall be furnished to include a valve box riser (EJIW 8500) and cover (EJIW 6800) to allow for a flush rim elevation to the sidewalk grade.

### **PART 3. CONSTRUCTION**

#### **3.01 CARE IN HANDLING PIPE**

- A. The pipe shall be distributed at the site by the Contractor as required and care shall be exercised to prevent injury to the pipe in handling. Proper tools and implements for safely handling the pipe and other materials shall be provided by the Contractor, and particular care shall be exercised to prevent the abrasion of the pipe coating which shall be repainted, if injured, with coal tar varnish properly mixed with oil and heated before applying. The Contractor shall keep on hand a sufficient supply of the coal tar varnish for such purpose.
- B. Care shall be taken in handling cement-lined pipe. Hooks inserted inside the pipe shall have blunt ends which will spread the bearing to more than two (2) square inches of cement surface.
- C. Pipe must be protected from falling, either from truck to ground or into the trench and, when distributed along the line or stored near a road, must be kept clear of passing vehicles.
- D. All materials will be inspected before placing in the trench, and if defective, marked "REJECTED" and removed from the work by the Contractor at no additional expense to the City. All damaged materials shall be replaced by the Contractor at no cost to the City.

#### **3.02 MATERIALS FURNISHED BY THE CITY**

- A. See the "General Requirements" section for materials furnished by the City.

#### **3.03 SHUTTING OFF WATER**

- A. The Contractor shall familiarize himself with the locations of existing gate valves, and have the gates made easily accessible for emergency shut-offs. He shall always keep on the job all the necessary equipment to shut the water off and to make immediately emergency repairs without undue delay.
- B. WARNING: Since some water mains and valves are old, it is not uncommon for valves to not shut off "tight". In such cases, it may be necessary to close additional valves and/or for the Contractor to contend with a flow of water through such valve(s).
- C. In case of an emergency break in a water line due to his construction operations, it shall be the Contractor's responsibility to supply water for immediate needs to those deprived of such service.

#### **3.04 EXISTING STRUCTURES AND UTILITIES**

- A. The Contractor shall notify all utilities of his intention to excavate or otherwise cause any underground disturbance, by calling MISS DIG at least three (3) full working days before commencing such excavation or disturbance.
- B. Underground structures and utilities are shown on the construction drawings as an aid to the Contractor, but the Owner does not guarantee their location or that other underground structures or utilities may not be encountered. No attempt has been made to show utility services on the plans, and it shall be the Contractor's responsibility to locate them. The City will, whenever

possible, and when requested by the Contractor, stake the location of sewer and water services at the street right-of-way line.

- C. In crossing over or under underground utilities, the Contractor shall use all possible care in protecting the utilities and to maintain their free unobstructed continuous use. The Contractor will be required without additional compensation to repair, replace or rebuild any such improvement injured or damaged by him, and he shall be responsible to the department, companies, individuals, or corporations controlling such improvements.
- D. All underground utilities shall be supported on a foundation of sand or sand-gravel thoroughly compacted by mechanical tamping to prevent future settlement and possible failure of the utility. "Cement reinforced sand backfill" rather than "sand or sand 'gravel'" shall be used under sewers and sewer services. Gas mains and gas services shall be supported in accordance with the requirements of the Consumer Power Company.

### 3.05 TRENCH EXCAVATION

- A. Excavation shall be open cut. All work shall be done to true line and grade. The Contractor shall protect all line and grade stakes and he will be held responsible for any defective work occasioned by his negligence in this regard.
- B. The trench shall be of sufficient depth to provide a cover above the crown of the pipe of at least five (5) feet.
- C. The bottom of trench shall be excavated neatly to the required grade and filled two (2) inches with MDOT Class II sand thoroughly compacted by tamping before the pipe is laid.
- D. Methods and equipment for excavating shall be such as will produce a trench without excessive width or irregularity. The width of trench shall be sufficient to allow the pipe to be laid and jointed properly and to allow the backfill to be placed and compacted properly.
- E. The Contractor shall take great care to protect all trees and shrubs along the site of the work. No equipment will be permitted which causes excessive damage to existing trees along the site of the work.
- F. If the trench at any point along the line will be opened nearer than six (6) feet to the face of the trunk of an existing tree, and in the opinion of the Engineer the excavation would be injurious to the tree, he may require the Contractor to tunnel under the tree at no extra cost to the City.
- G. Selected excavated material may be used for backfilling under trees and it shall be thoroughly tamped to completely fill the excavated space.
- H. Where the trench must be cut through concrete or asphalt pavement, driveways, or sidewalk particular care shall be taken not to damage adjoining areas. All cuts through existing concrete or asphalt pavements, and driveways shall be made with a concrete saw, except where an existing parallel joint is located not more than two (2) feet beyond the line of the intended saw cut. In that case the pavement or driveway shall be removed and replaced to the existing joint. Sidewalks shall not be saw cut and all removal and replacement shall go to existing joints. Pavement breaking using a drop weight may be limited or prohibited by the Engineer, if the Engineer determines the use of such equipment is causing damage to adjacent structures.

### 3.06 TUNNELING

- A. Tunneling, Boring and Jacking under pavements or streets will not be allowed without the approval of the Engineer in writing, or unless noted on plans or in the Specifications. Where tunneling is permitted there shall be a minimum clear space of not less than six (6) inches between

the outside of the pipe in the tunnel and the face of the excavation or the sheeting or bracing that is nearest the pipe. Upon completion of the construction work in the tunnel, the sheeting and bracing (if any) shall be left in place and all the remaining space between the outside of the pipe and the excavation shall be filled with cement reinforced sand backfill thoroughly compacted. The Contractor shall receive no additional compensation for sheeting and bracing left in place in the tunnel.

### 3.07 EXCAVATED MATERIAL

- A. The materials excavated and to be used in backfilling shall be so handled and stored as to cause as little inconvenience as possible to the public travel and adjoining property owners. The materials excavated and not suitable or needed for backfilling shall be disposed of by the Contractor at his own dumpsites.
- B. Payment for handling the surplus excavated material, as outlined above, shall be included in the unit prices quoted in the proposal for pipe installation.

### 3.08 LAYING PIPE

- A. Water mains shall be laid with a minimum of five (5) feet of cover from the top of the main to the final surface grade above the main, unless otherwise designated on the plans, authorized by the Engineer, or necessary to connect to existing fittings.
- B. Before laying pipe, all lumps, blisters, and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall then be wire brushed and wiped clean and dry.
- C. Before lowering, and while suspended, the pipe shall be inspected for defects and rung with a light hammer to detect cracks. Any defective, damaged, or unsound pipe shall be rejected. The interior of each piece shall be inspected for cleanness and cleared of any dirt or foreign matter before being lowered into the trench.
- D. Each length of pipe shall have bearing upon the sub-grade throughout the length of the barrel. The pipe will not be permitted to rest in the trench on any hard unyielding object such as stone, brick, etc. Blocking pipe up to proper level with blocking of any kind will not be permitted.
- E. Unless otherwise directed, pipe shall be laid with bell ends facing the direction of laying. After a length of pipe is placed in the trench the spigot shall be centered in the bell of the adjacent pipe, the pipe shoved into position and brought into true alignment, and there secured with sand, carefully tamped under and on each side of the pipe.
- F. When the temperature is above 60 degrees F., the spigot of each pipe laid shall be brought tightly home in the bell of the preceding pipe. When the temperature is below 60 degrees F., the pipe shall be laid with the spigot end approximately 1/16" from the face of the bell to allow for expansion.
- G. Wherever deflections at joints are required by changes in grade or alignment or to plumb valve stems, the deflection at any joint shall not exceed three-quarters of the maximum deflection recommended by the manufacturer of the joint used.
- H. Where necessary to cut pipe, cutting shall be done with approved tools and cut ends of pipe shall be square and regular. Cutting shall be done in a manner to avoid damage to lining and coating.
- I. Spigot ends of field cut pipe shall be tapered back one-eighth (1/8) inch at an angle of thirty (30) degrees with the centerline of the pipe.

- J. All branches or other openings shall be bulkheaded until either capped or connected. The end of the pipe shall be bulkheaded and braced at the end of each day's work.
- K. Tools or other objects shall not be stored or left in the pipe.

### 3.09 JOINTING OF PIPE

- A. Molded rubber gasket slip on type joints shall be used for jointing of pipe. Prior to positioning the rubber gasket, the bell and spigot shall be wiped clean. After properly positioning the gasket in the bell, the joint shall be lubricated with an approved lubricant.
- B. The spigot end shall be centered into the bell end until it engages the gasket. The joining pipe shall then be aligned both vertically and horizontally before applying force to make the joint. Any deflection shall be taken after the joint assembly has been completed.
- C. Mechanical joints may be used as an alternate for the slip-on type joining, if approved by the Engineer.

### 3.10 INSTALLATION OF POLYETHYLENE ENCASEMENT

- A. Polyethylene encasement shall be installed on all new pipe and fittings installed on this project. Although not intended to be a completely air- and water-tight enclosure, the polyethylene shall provide a continuous barrier between the pipe and the surrounding backfill.
- B. On Pipe:
  - 1. Cut polyethylene tube to a length approximately two (2) feet longer than the length of the pipe section. Slip the polyethylene around the pipe, centering it to provide a one (1) foot overlay on each adjacent pipe section, and bunching it accordion fashion until it clears the pipe ends.
  - 2. Lower the pipe into the trench and make up the pipe joint with the preceding section of pipe. A shallow bell hole must be made at joints to facilitate installation of the polyethylene.
  - 3. After completing the joint, make the overlap. Pull the bunched-up polyethylene from the preceding length of pipe, slip it over the end of the new length of pipe, and secure in place with one circumferential turn of tape, plus enough new pipe section over the end of the first wrap until it overlaps the joint at the end of the preceding length of pipe. Tape it in place. Take up the slack width to make a snug, but not tight, fit along the barrel of the pipe, securing the fold as necessary with adhesive tape at quarter points.
  - 4. Repair any rips, punctures, or other damage to the polyethylene with tape, or with a short length of polyethylene tube cut open, wrapped around the pipe, and secured with tape. Proceed with installation of the next section of pipe.
- C. On Pipe – Alternate Method:
  - 1. Cut polyethylene tube to a length approximately one (1) foot shorter than the length of the pipe section. Slip polyethylene around the pipe, centering it to provide six (6) inches of bare pipe at each end. Make polyethylene snug, but not tight; tape down at quarter points and secure ends as described above.
  - 2. Before making up a joint, slip a three (3) foot length of polyethylene tube over the end of the preceding pipe section, bunching it accordion fashion. After completing the joint, pull the three (3) foot length of polyethylene over the joint, overlapping the polyethylene previously installed on each adjacent section of pipe by a least one (1) foot; make snug, tape down, and secure each end as described above.
  - 3. Repair any rips, punctures, or other damage to the polyethylene as described above. Proceed with installation of the next section of pipe in the same manner.

- D. Bends, Reducers, Offsets, and other fittings that can be wrapped in a polyethylene encasement tube shall be covered with polyethylene in the same manner as the pipe.
- E. Valves and other odd-shaped fittings which cannot practically be wrapped in a tube, shall be wrapped with a flat sheet obtained by splitting open a length of polyethylene tube. This sheet shall be passed under the valve and brought up around the body of the stem. Seams shall be made by bringing the edges together, folding over twice, and tamping down. Slack width and overlaps at joints shall be handled as described above. Tape polyethylene securely in place at valve stem and other penetrations.
- F. Openings for branches, service taps, blow-offs, air valves and similar appurtenances shall be made by making an X-shaped cut in the polyethylene and temporarily folding the film back. After the appurtenance is installed, replace the film, and repair the cut, as well as other damaged areas in the polyethylene, with tape. Branches, service taps, blow-offs, air valves and similar appurtenances shall not be wrapped with polyethylene unless otherwise specified or shown on the drawings.
- G. Junctions Between Wrapped and Unwrapped Pipe:
  - 1. Where polyethylene wrapped pipe joins a pipe which is not wrapped, extend the polyethylene tube to cover the unwrapped pipe three (3) feet, unless shown on the drawings. Secure the end with circumferential turns of tape.

### 3.11 COATING OF BOLTS

- A. All bolts and nuts installed by the Contractor shall be coated with coal tar.

### 3.12 SHORING, SHEETING AND BRACING

- A. Where necessary for the safety of persons, adjoining structures, or property, or the work itself, the Contractor shall adequately sheet or shore the trenches and sides of all excavations and shall provide adequate support for such sheeting or shoring. The sheeting, shoring and supports shall be furnished, placed and maintained by the Contractor during the time of need for same.
- B. As the excavations are backfilled, the Contractor shall carefully pull the sheeting and remove its supports in such a manner as not to endanger persons, adjoining structures or property or the work, taking care that the space left unfilled by the removal of the sheeting is compactly backfilled. No extra compensation will be allowed for removal of sheeting, shoring or supports.

### 3.13 THRUST BLOCKING

- A. Bends, tees, dead end of pipe or fittings and hydrants shall have concrete thrust blocks installed in accordance with the details as shown on the contract drawings. No separate payment will be made for thrust blocks. This work is incidental to the installation of the water main.

### 3.14 GATE VALVES

- A. The cost of installing gate valves in new water mains and in hydrant connections shall be included with the appropriate pay item for construct gate wells, install gate valve and box, or hydrant connection.
- B. Payment for installing gate valves in existing mains will be made at the contract unit price each.
- C. Gate valves and valve boxes shall be furnished by the Contractor.

### 3.15 GATE WELLS

- A. Gate wells shall be constructed at the locations as indicated on the contract drawings.



- B. Gate well walls are to be built of pre-cast concrete meeting ASTM C-471, concrete block masonry, or brick masonry laid in full and close joint of cement mortar. The outside of masonry gate wells shall be plastered to a thickness of one-half (1/2) inch with mortar. The inside joints shall be left smooth. The ring shall be set in a bed of mortar and adjusted to the grade set by the Engineer.
- C. Gate wells will be paid for at the contract unit price each, which will be payment in full for furnishing all materials (including Construction castings), for all necessary excavation, backfilling, disposal of surplus material, removing and replacing pavement, curb, curb and gutter, sidewalk, and driveways, and constructing the structure complete.
- D. Where gate wells are constructed over new gate valves, the unit price shall cover furnishing and installing both the gate well and the gate valve.

### 3.16 HYDRANT INSTALLATION

- A. Hydrants shall be set plumb and to the grade established by the Engineer.
- B. Payment for hydrant installation will be made at the contract unit price each, which price will be payment in full for excavation; furnishing and installing a tee in the water main; furnishing and installing the hydrant, the gate valve, and the gate valve box; blocking; and backfilling.
- C. Six (6) inch hydrant connection pipe from the main to the hydrant will be paid for at the contract unit price per lineal foot for installing six (6) inch ductile iron pipe.

### 3.17 HYDRANT REMOVAL

- A. Wherever possible, hydrants to be removed shall be left in service until new hydrants to be installed are in service. The Contractor shall do all necessary excavation required and shall remove the hydrant and hydrant valve (if any) and cap and plug the hydrant connection at the main. After the connection has been capped or plugged, necessary concrete blocking shall be placed and before backfilling, the connection shall be tested for leakage. Salvaged hydrants and fittings shall be delivered by the Contractor to the Department of Public Services Yard.
- B. Payment for hydrant removal will be made at the contract unit price each, which price will be payment in full for excavation, removing hydrant and gate valve, plugging, blocking, backfilling, removing the existing surface materials, and replacing the surface materials with the same type and thickness of material as removed.

### 3.18 BACKFILLING OPEN TRENCHES

- A. Before the usual backfilling is commenced, sand backfill shall be placed along the side and under the lower haunches of the pipe up to the top or crown of the pipe for the full width of the trench. This sand backfill shall be placed manually in layers not exceeding six (6) inches in thickness. Each layer shall be thoroughly compacted by mechanical tamping or vibrating. The cost of placing this sand backfill to the top of the pipe shall be included in the unit price bid for installation of the pipe.
- B. Insofar as practicable, without interfering with the progress of the work, the Contractor shall keep streets, driveways and sidewalks open to safe use by the public.
- C. All trenches and excavations under existing pavement, proposed pavement, existing roadways, driveways or sidewalk shall be backfilled with sand or gravel and thoroughly compacted by mechanical tamping or vibrating in layers not exceeding 12 inches in depth. The Engineer may

require the Contractor to further consolidate the backfill by the water jetting method after compaction by mechanical means.

- D. Backfill shall not be placed against any portion of a structure until it (structure) has passed inspection.
- E. Where the trench or excavation is in the parkway between the roadway and the street line or in unimproved streets, excavated material may be used in completing the backfill. Care shall be taken in placing this backfill to make sure that all boulders, pieces of concrete and such other material that might damage the pipe or structure, or prevent consolidation are not allowed to remain in the backfill material and it shall be compacted by tamping, jetting, or using compacting equipment.
- F. If a bulldozer or other machine is used to place the backfill material, no material shall be pushed or dropped into the trench but shall be placed on the sloping ends of the completed backfill and allowed to roll in place to the bottom of the trench.
- G. All trenches and excavations shall be backfilled as soon as inspection is completed to avoid unnecessary risk of damage to the line and to reduce the risk of accidents involving the public.
- H. After backfilling is completed, the Contractor shall promptly remove all surplus and waste materials from the site, leaving the site and all places disturbed or affected by the work in a neat and orderly and dust free condition.

### 3.19 NEW WATER MAIN CONNECTIONS TO EXISTING MAINS

- A. When connecting to existing water mains, oversized fittings may be required to match the outer diameter of the older water mains. The Contractor shall determine if oversized fittings are necessary for each connection, and shall provide all necessary materials, parts, tools, labor, equipment and all incidental work required for the connection. No additional compensation will be made for the use of oversized fittings on any connection to an existing water main.

### 3.20 CONNECT WATER SERVICES TO NEW MAIN

- A. This item involves connecting water services to new water mains. The water services to be connected to the new mains are currently connected to water mains that will be removed or abandoned under this contract.
- B. The Contractor shall install corporations in the new main and connect the services at the corporations. Locations and sizes of existing water services are shown on the plans in accordance with the best information available to the City. However, there will be no adjustment made in pay items if the locations or sizes are different than those shown on the plans.
- C. If the Contractor encounters a lead water service during the installation of the water main or water service connections, they shall notify the City of the lead water service. Once the material of the service is verified by the City, the Contractor shall remove and replace the lead service with a type K copper service to the property line.
- D. New pipe necessary to make the connections shall be Type K Copper and shall be of the same size as the existing service.
- E. For water service connections where the existing water service will cross the trench of the proposed water main installation, payment will be made for installing a water service connection using the existing water service lead (unless it is a lead water service). No payment will be made for installing new Type K Copper water service on these leads. Any new Type K Copper water

service required on these services shall be considered incidental to the construction of the water service connection.

### 3.21 MAINTENANCE OF TRENCHES

- A. During the period between the time when a section of water main is completed and the time when the final pavement surface is replaced, the Contractor shall maintain the top of the trench in a suitable condition for traffic to use. The Contractor shall place a minimum thickness of three inches of cold-mix asphalt in all areas where pavements have been removed. Such cold-mix asphalt shall be maintained, and supplemented, if necessary, until such time as permanent pavement is replaced.
- B. There is no separate pay item for maintenance of trenches, as that work is considered incidental to the water main construction.

### 3.22 SURFACE RESTORATION

- A. Surfaces removed or damaged for the construction shall be replaced as follows, unless otherwise specified on the plans:

| 1. <u>Existing Surface</u>                | <u>Replaced By</u>                   |
|-------------------------------------------|--------------------------------------|
| a. Gravel (driveways, shoulders, etc.)    | 8" 23A aggregate                     |
| b. Bituminous mat                         | 5" full-depth asphalt                |
| c. Asphalt (full-depth or over aggregate) | 5" full-depth asphalt                |
| d. Concrete pavement                      | 8" concrete                          |
| e. Asphalt surfaced concrete              | 8" concrete and 2" asphalt surfacing |
| f. Concrete sidewalk                      | 4" concrete, except 6" at drives     |
| g. Grass surface                          | 3" topsoil plus seed or sod          |

- B. For asphalt surfaces, the top shall be a wearing course mixture at one (1) inch minimum thickness. The balance of the thickness shall be: (a) leveling course mixture when over a concrete base and (b) base course mixture when in a full-depth asphalt.
- C. Surfaces not described above, which are damaged for the construction, shall be replaced with the same type and thickness of material removed.
- D. All surface restoration shall comply with the City's Standard Details and specifications for the specific type of work being done.

### 3.23 FLUSHING

- A. Upon completion, the new main shall be flushed with potable water until the water runs clear in color and no foreign matter is discharged. The main shall be slowly filled and due care taken to expel all air from the main. A temporary connection may be installed to conduct the water out of the trench. Flushing shall be done in a manner that will not cause damage to adjacent property.

### 3.24 PRESSURE TEST

- A. The completed main shall be pressure tested with water at a pressure of 150 pounds per square inch. This pressure shall be maintained for at least two hours and for such longer time as the Engineer may require. The leakage, as measured by water meter or by other means approved by the Engineer, from the section of main under test pressure shall not exceed a rate of 11.65 U.S. gallons per inch of main diameter per mile of pipe in twenty-four (24) hours. (See "Water Main Disinfection & Leakage Test" table at the end of this specification section).

- B. In case the leakage under test exceeds the maximum above specified, the leaks shall be discovered and repaired in an approved manner.
- C. Any faulty pipe, fittings, valves, or other accessories included in work under this Contract and disclosed during testing shall be replaced with sound material and the test shall be repeated until specified requirements are met.

### 3.25 CLEANSING AND DISINFECTION OF NEW WATER MAIN

- A. Before the new water mains and appurtenances are placed in service, they shall be cleansed, sterilized, and the water passing through them must show by tests safe bacteriological results.
- B. All rules and practices of the Oakland County Health Department, the Michigan Department of Public Health, and the Michigan Department of Environmental Quality must be strictly followed.
- C. The Contractor shall provide all necessary connections at the points of beginning of the individual sections of mains for applying chlorine to the mains for disinfection purposes.
- D. After water mains laid under this contract have been acceptably tested and flushed, they shall be disinfected by the Contractor, in accordance AWWA Standard C651. All new mains and pipe shall be chlorinated with up to fifty (50) parts per million or more of liquid chlorine, or approved equal, and the chlorinated water allowed to stand in the mains for twenty-four (24) hours, at the end of which period the chlorinated water at all parts of the new mains shall show a free available chlorine residual of not less than twenty-five (25) parts per million. If less than twenty-five (25) parts per million residual is shown at the end of the first twenty-four (24) hour period, additional chlorine shall be added until a residual of not less than twenty-five (25) parts per million at all parts of the new system is shown after a subsequent twenty-four-hour period. The chlorinated water shall then be removed from the mains by the Contractor and the mains left full of water ready for use. (See "Water Main Disinfection & Leakage Test" table at the end of this specification section).
- E. After satisfactory chlorination of the mains has been completed as described above, and the chlorinated water flushed out and the mains filled with potable water, the Southeastern Oakland County Water Authority will take bacteriological samples of the water in the mains for analysis. If the analyses of samples show the Construction water to be unpotable because of unsatisfactory disinfection of the mains, the mains shall be re-chlorinated at the Contractor's expense until satisfactory samples are obtained. Any charges by the Water Authority for re-testing the water shall be paid by the Contractor.

### 3.26 PAYMENT FOR WATER MAINS

- A. Measurement of completed and accepted water main laid will be made in lineal feet, measured on the axis of the pipe laid from the beginning to the end and shall include measurements through fittings and valves. Branches will be measured in lineal feet from the center of the tee or cross, on the supplying water main, to the end of the pipe or special casting including the cap or plug in the case of a dead end and to the center of hydrants.
- B. The unit price per lineal foot of pipe laid shall include all excavating; tunneling; boring and jacking; sheeting; bracing; shoring and de-watering of trench; removing and replacing pavement, sidewalk, or other type of existing surface; furnishing, laying and jointing of pipe and fittings; installing gate valves; connecting to existing water main; installing blocking; all backfilling; flushing; pressure testing; and disinfecting.

3.27 WATER MAIN DISINFECTION & LEAKAGE TEST

| <b>TABLE 2: WATER MAIN DISINFECTION AND LEAKAGE TEST</b>                            |                                 |         |                                                                                             |                                                                                                                 |
|-------------------------------------------------------------------------------------|---------------------------------|---------|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Nominal<br>Pipe<br>Diameter<br><br>(Inches)                                         | Contents Per 1,000 Feet of Pipe |         | Pounds of<br>Calcium<br>Hypochlorite @<br>65% to obtain 50<br>PPM Per 1,000<br>Feet of Pipe | Allowable<br>Leakage (L)* in<br>Gallons of Water<br>Per 1,000 Feet of<br>Pipe at 150 PSI<br>in Two Hour<br>Test |
|                                                                                     | Cubic Feet                      | Gallons |                                                                                             |                                                                                                                 |
| 4                                                                                   | 87.3                            | 650     | 0.42                                                                                        | 0.74                                                                                                            |
| 6                                                                                   | 196                             | 1,470   | 0.94                                                                                        | 1.10                                                                                                            |
| 8                                                                                   | 349                             | 2,610   | 1.67                                                                                        | 1.47                                                                                                            |
| 10                                                                                  | 545                             | 4,080   | 2.62                                                                                        | 1.84                                                                                                            |
| 12                                                                                  | 785                             | 5,880   | 3.77                                                                                        | 2.21                                                                                                            |
| 16                                                                                  | 1,396                           | 10,400  | 6.67                                                                                        | 2.94                                                                                                            |
| *L = 11.65 gallons per day, per mile, per inch diameter at 150 psi., per AWWA C600. |                                 |         |                                                                                             |                                                                                                                 |



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**SECTION 600**  
**SEWERS AND RELATED STRUCTURES**

**PART 1. GENERAL**

**1.01 SUMMARY**

- A. This work shall include the furnishing of all labor, materials and construction equipment necessary for the construction of sewers of the size and character shown on the drawings and specified herein including the furnishing and installing of the pipe and bedding and necessary testing. This work shall include the provision of all labor, materials, equipment, and supervision required, including excavation, bedding, backfill, testing and sterilization and other incidental work necessary for a complete system.
- B. The work of this section shall also consist of the furnishing and construction of manholes and catch basins including inlets as detailed on the Drawings and at the locations shown on the Drawings. Concrete, excavation and backfill shall be as specified in this section and other sections of the specifications. Manholes and catch basins shall be complete with frames, inlets, etc., to meet new or existing pavement surfaces, sidewalks, or grades and shall be included in the work under this section of the Contract.
- C. Contractor shall check entire length of route for acceptability of site conditions, up to and including soil conditions, to perform this work prior to bidding and again prior to mobilizing on the site to perform the various work items.

**1.02 REFERENCES**

- A. Performance and material requirements shall meet specific Reference Standards as referred to hereinafter under individual items.
- B. Unless otherwise specified, all materials shall also conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

**1.03 CERTIFICATION AND INSPECTION**

- A. All pipe and fittings delivered to the job shall be accompanied by certification papers showing that the pipe and fittings have been tested in accordance with the applicable Specifications for this project. All pipe and fittings will be inspected upon delivery to the jobsite. No cracked, broken or damaged pipe will be allowed in this work.
- B. Each piece of pipe and each fitting shall have its weight and class designation conspicuously painted or cast on it. All other pipe materials shall have the class designation painted thereon. Where required, other designation marks shall be painted on the pipe or fittings to indicate correct location in the pipe line in conformity to a detailed layout plan.

**1.04 SHOP DRAWINGS AND GUARANTEES**

- A. Contractor shall furnish shop drawings and guarantees of the items to be furnished under this section of the Contract. Design details of joints and joint restraint shall be submitted to the Engineer for consideration and approval before ordering any pipe.

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## **PART 2. MATERIALS**

### **2.01 SEWER PIPE**

- A. All sewer pipe supplied and installed on this project shall be of the sizes and types called for on the drawings.
  - 1. Reinforced Concrete Sewer Pipe (RCSP): ASTM C 76, Class as designated on the drawings or special design conforming to ASTM C655;
  - 2. ABS Solid Plastic Pipe: ASTM D-2751, SDR 23.5;
  - 3. PVC Schedule 40 Sewer Pipe: ASTM D1785 "Standard Specification for PolyVinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120";
  - 4. Polyvinyl Chloride Pipe (PVC) - ASTM D-2241, SDR 26. PVC compounds to meet ASTM D-1784.
  - 5. Polyvinyl Chloride Pipe (PVC) - ASTM D-2241, SDR 23.5. PVC compounds to meet ASTM D-1784.
- B. Precast Concrete Pipe shall meet the requirements of ASTM C76.

### **2.02 SEWER POINT REPAIR MATERIALS**

- A. The materials acceptable for use in making a point repair are listed below:
  - 1. Sewer Pipe - The following types of sewer pipe may be used as replacement pipe for a point repair. They shall conform to the appropriate American Society for Testing Materials (ASTM) Specification as listed below and any other ASTM or other applicable specification:
    - a. PVC Schedule 40 Sewer Pipe for 10" and smaller only.
    - b. ASTM C76 Class IV Concrete Sewer Pipe for 12" diameter and larger.
    - c. Approved Equal
  - 2. Sewer Connections and Appurtenances
    - a. Service Connection - Any service connection replaced during a point repair shall conform to the pipe manufacturer's recommendations and specifications and applicable ASTM Specifications, for the service connection and for installation of such. The material of the connection shall be similar to the sewer pipe it will be connected to.

### **2.03 PIPE BEDDING**

- A. All sewer six (6) inches in diameter and larger laid on this project shall be installed in conformance with the bedding requirements established on the cross-section on the plan. The gradation requirements for the crushed stone chips shall be according to the following:
  - 1. Crushed stone chips shall be made from crushing sound limestone, dolomite ledge rock, or other materials as approved by the Engineer. Material shall be hard, tough, and durable. The crushing process shall produce material of which 85% to 100% of the particles shall have at least one machine fractured face. Crushed pea gravel will be acceptable if it meets this criteria:

- a. For sewer pipe 18" in diameter or less, crushed stone chips meeting the gradation requirements of the following table may be used:

**GRADATION REQUIREMENTS FOR 3/8" CRUSHED STONE CHIPS  
(18" DIAMETER PIPER OR SMALLER)**

| <u>Sieve Size</u> | <u>Percentage Passing<br/>by Weight</u> |
|-------------------|-----------------------------------------|
| 1/2"              | 100%                                    |
| 3/8"              | 90 - 100%                               |
| No. 8             | 0 - 15%                                 |
| No. 30            | 0 - 3%                                  |

For purposes of this specification, MDOT Aggregate Mix No. 29A, using crushed limestone, will meet the requirements of this specification.

- b. For pipe larger than 18" in diameter, crushed stone chip bedding meeting the requirements of the following table may be used:

**GRADUATION REQUIREMENTS FOR 3/4" CRUSHED STONE CHIPS  
(LARGER THAN 18" DIAMETER)**

| <u>Sieve Size</u> | <u>Percentage Passing<br/>by Weight</u> |
|-------------------|-----------------------------------------|
| 1"                | 100%                                    |
| 3/4"              | 90 - 100%                               |
| 3/8"              | 20 - 55%                                |
| No. 4             | 0 - 10%                                 |
| No. 8             | 0 - 5%                                  |

For purposes of this specification, MDOT Aggregate Mix No. 17A, using crushed limestone, will meet the requirements of this specification.

**2.04 STRUCTURES**

- A. Unless otherwise noted on the drawings or in supplemental specifications, precast manhole sections shall be used for all new sewer structures, including manholes, catch basins, and inlets. All concrete shall be 4,000 pounds per square inch, as determined by core test or cylinders. All precast sections shall bear the stamp of an approved testing laboratory as having been tested and delivered from tested stock of the manufacturer, at the expense of the Contractor. Precast reinforced manhole sections shall meet the requirements of current A.S.T.M. C-478.
- B. The top section shall be an eccentric cone with one straight side (with manhole steps installed in straight side at the factory). The top section shall be set at an elevation to provide for three (3) courses of brick between the top face and the manhole frame when set to grade. All precast

manholes shall be standard tongue and groove using mastic joint materials equal to DeWitt No. 10. All interior joints shall be pointed with mortar and all visible leaks must be stopped.

- C. Manhole frames and covers shall be E.J.I.W. #1040-A. Drainage structure frames and covers shall be E.J.I.W. #5080 with M1 grates, except where modified on the plan.
- D. Cast iron manhole steps shall be castings meeting the requirements of A.S.T.M. Specifications for "Gray Iron Castings," A48, Class No. 35B. The steps shall be approximately 10" x 10" x 3". Steps in precast manhole sections shall be cast in place at the plant.
- E. All manholes shall have channeled bottoms. For sewers 12" diameter or less, the channel shall be 3/4 depth of pipe. For sewers larger than 12" diameter, the channel shall be a minimum of 9" deep.

#### 2.05 GRANULAR BACKFILL

- A. Contractor shall install compacted sand backfill meeting MDOT Class II specifications, compacted to 95% maximum modified proctor density in the locations required per MDOT Standard Detail R-83-B, or where called for on the plans.

### PART 3. EXECUTION

#### 3.01 MEASUREMENT AND PAYMENT

- A. Where called for in the proposal, the compensation to the Contractor for the sewer installation of the diameter specified will be paid for at the contract unit price per lineal foot measured in place along the center of the pipe. The contract unit price for this work shall be payment in full for furnishing the materials including wyes and all necessary excavation, sheeting or bracing, draining, laying, jointing, bedding, backfilling, disposal of surplus materials, testing, and restoration, and all other work incidental to the construction of the sewer. Final measurements for sewer will be total lineal feet from center to center of standard manholes or center of manholes to face of tunnel sewers where connection only is made thereto.
- B. Junction chambers, gate chambers, and other special structures will not be included in measurements of the sewer. Sewer measurements at these structures will end and begin respectively at inside wall of outlet and inlet end respectively, unless otherwise indicated on the plans.
- C. Unless specified otherwise, manholes and drainage structures will be paid for at the contract unit price each, which price shall be payment in full for furnishing the materials, including the required fittings, frames, and full grates, steps, and for all labor, equipment and tools, all necessary excavation, backfilling, disposal of surplus material, and all work incidental to the completed structures.

#### 3.02 PIPE DELIVERY

- A. A test certificate from an independent testing laboratory showing strength of pipe when tested in accordance with the applicable A.S.T.M. Standards shall be submitted to the Engineer before pipe is delivered to the job site. One certificate shall be furnished for each size of pipe. The Engineer may require additional tests of pipe stored at the plant or delivered to the job, should he have reason to believe that inferior pipe is being delivered on the job. The cost of each test shall be borne by the Contractor. The pipe supplier shall also furnish a certificate stating that all pipe supplied was manufactured from substantially the same material and in the same manner as pipe tested and all pipe delivered to site shall have the test stamp of the testing laboratory making such tests.

- B. The pipe shall be distributed at the site by the Contractor as required, and care shall be exercised to prevent injury to the pipe in handling. Proper tools and implements, for safely handling the pipe and other materials, shall be provided by the contractor.
- C. Pipe must be protected from falling, either from truck to ground or into the trench, and when distributed along the line or stored near a road, must be kept clear of passing vehicles.
- D. The Contractor shall place the pipe so as to cause the least amount of interference to abutting property owners and traffic using the street. Barricades and lighting shall be provided at intersections and other locations where the pipe will interfere with pedestrian or vehicular traffic.
- E. All damage caused by storage of the pipe on the construction site shall be repaired by the Contractor, including but not limited to sidewalks, driveways, lawns, and shrubbery. No pipe shall be allowed to be stored longer than three days prior to beginning construction on the section of sewer.
- F. All materials will be inspected before placing in the trench, and if defective, marked "REJECTED" and removed from the site by the Contractor. All damaged materials shall be replaced by the Contractor at no additional cost to the City.

### 3.03 EXISTING STRUCTURES AND UTILITIES

- A. Underground structures and utilities are shown on the construction drawings as an aid to the contractor, but the owner does not guarantee their location or that other underground structures or utility services on the plans, and it shall be the Contractor's responsibility to locate them. The City will, whenever possible, and when requested by the Contractor, stake the location of sewer and water services at the street right-of-way line.
- B. In crossing over or under underground utilities, the Contractor shall use all possible care in protecting the utilities and to maintain their free unobstructed continuous use. The contractor will be required without additional compensation to repair, replace or rebuild any such improvement injured or damaged by him, and shall be responsible to the department, companies, individuals or corporation controlling such improvements.
- C. All underground utilities shall be supported on a foundation of sand or sand-gravel thoroughly compacted by mechanical tamping in order to prevent future settlement and possible failure of the utility. Under sewers and sewer services "cement reinforced sand backfill" rather than "sand or sand gravel" shall be used. Gas mains and gas services shall be supported in accordance with the requirements of the Consumers Power Company.

### 3.04 MAINTAINING FLOW

- A. All combined sewers will likely have continuous dry weather flows, all of which shall be diverted in a safe manner so as to cause no inconvenience to the public. Special care must be taken to ensure that no part of the work is built under water, and the work must remain dry until all concrete and/or mortar has set up.

### 3.05 EXCAVATION

- A. Excavation shall be open cut from the surface. All work shall be done to true line and grade. The Contractor shall remove all obstructions or encumbrances (except those which are specifically noted to be preserved) which may be in the proposed line of the sewer, the cost of doing such work shall be included in the contract unit price per lineal foot for laying sewer.
- B. Trenches shall not be excavated for a distance greater than fifty (50) feet in advance of completed sewer without the permission of the Engineer.



- C. Excavated material permitted to be used for backfill may be deposited along the line of work where space permits provided it does not cause damage to trees, shrubs, fences, etc., nor cause excessive inconvenience to public travel and adjoining property owners, nor endanger the bank of the trench by imposing too great a load thereon. All material in excess of the quantity permitted for backfilling and all materials unsuitable for backfilling shall be hauled away by the Contractor at his expense in an expeditious manner.
- D. Excavation shall be of sufficient widths and depths to provide adequate room for the construction and installation of the work to the lines, grades, and dimensions called for on the drawings, except the width of a trench from the invert to a height twelve inches above the top of the sewer barrel shall not be greater than as follows:

| <u>Pipe Size</u> | <u>Maximum Trench Width</u> |
|------------------|-----------------------------|
| 12" or less      | 30"                         |
| 15" to 36"       | O.D. + 12"                  |
| 42" or greater   | O.D. + 24"                  |

- E. If the trench width as specified above is exceeded, the Contractor shall install, at his own expense, concrete cradling or other approved bedding, to support the additional backfill load. In case the bottom of the trench is unsuitable as a foundation, it shall be further excavated and prepared. If the unsuitable condition of the foundation is caused by factors beyond the Contractor's control, the additional excavation and preparation will be paid for as extra work.
- F. Where, through the Contractor's construction procedure, or because of poor existing ground conditions, it is impossible to maintain alignment and grade properly, the Contractor shall, at his own expense, excavate below grade and replace with large size aggregate or slag in order to insure the pipe, when laid, will maintain correct alignment and grade.
- G. If the trench at any point along the line will be opened nearer than six (6) feet to the face of the trunk of an existing tree, and in the opinion of the Engineer the excavation would be injurious to the tree, he may require the Contractor to tunnel under the tree.
- H. Selected excavated material may be used for backfilling under trees and it shall be thoroughly tamped to completely fill the excavated space between the pipe and excavation by means of mechanical tampers.
- I. Where the trench must be cut through concrete or asphalt pavement, driveways, or sidewalk, particular care shall be taken not to unnecessarily damage adjoining areas. All cuts through existing concrete or asphalt pavement, sidewalks or driveways are to be resurfaced with like materials. Pavement breaking by the use of a drop weight is prohibited.
- J. Excavation shall be sheeted and braced as necessary to ensure complete working safety and to protect adjoining structures or conduits. If at any time the Engineer has reason to believe that the sheeting or bracing installed by the Contractor is insufficient, he may require that an additional amount shall be placed, but such requirement or failure to make such requirements shall not relieve the Contractor from his liability.
- K. No extra compensation shall be paid the Contractor for sheeting or bracing left in place, unless ordered left in place by the Engineer and then only a fair salvage value for the material left in place shall be paid. The Contractor shall receive no extra compensation for sheeting or bracing left in place in tunnels.

### 3.06 TUNNELING

- A. Tunneling under pavements or streets will not be allowed without the approval of the Engineer in writing, or unless noted on plans or in the Specifications. Where tunneling is permitted, there shall be a minimum clear space of not less than six (6) inches between the outside of the pipe in the tunnel and the face of the excavation or the sheeting or bracing that is nearest the pipe.
- B. All space outside the finished sewer wall shall be completely filled with 1:2 cement-sand grout applied under pressure.
- C. Facilities for ventilation and lighting shall be supplied as necessary for reasonable working conditions and for inspection.
- D. Any excess trench excavation made below the pipe shall be refilled with crushed stone, sand, or concrete as directed by the Engineer. Under all conditions, sewer pipe shall have a firm bearing which will insure permanent grade and alignment and proper support against crushing load.
- E. Upon completion of the construction work in tunnel, the sheeting and bracing, if any, shall be left in place and all the remaining space between the outside of the pipe and the excavation shall be filled with cement reinforced sand backfill and thoroughly compacted.
- F. When boring under pavement, the pit must be a minimum of ten (10) feet away from the pavement edge, unless previously approved by the Engineer.

### 3.07 LAYING PIPE

- A. Unless otherwise allowed under specific specifications for a particular type of sewer or unless permitted by the Engineer, construction shall begin at the outlet end of sewer and proceed upgrade.
- B. All pipe shall be laid true to line and grade and the ends of the pipe shall abut against each other with the bell end facing the direction of laying. Each pipe as laid shall be checked by the Contractor with line and a grade pole or a laser beam to insure that this result is obtained.
- C. Alignment of laser beams shall be checked with sufficient frequency to assure compliance with plans.
- D. Each pipe shall be inspected for defects prior to being lowered into the trench and inside of pipe and outside of spigot shall be cleaned of any dirt or foreign matter.
- E. Proper support and bedding of all pipe through the full length of the barrel shall be made by constructing bedding as required and detailed on the plans. Special care shall be observed to avoid load on bells of bell and spigot pipe. Each pipe shall be pushed firmly against pipe previously placed and carefully aligned.
- F. Mechanical means, consisting of a cable placed inside the pipe with a suitable winch, jack, or come-along for pulling the pipe home and holding the pipe in position, shall be used where the manual means will not result in pushing and holding the pipe in position.
- G. Work executed during the winter shall receive exceptional attention to avoid excessive backfill load on pipe. If sides of trench are frozen, the amount of selected material tamped above the pipe shall be increased to at least two feet. No frozen backfill material shall be used.
- H. At manholes the pipe shall be placed on a concrete cradle from the manhole to the point where the sewer trench does not exceed the specified width and shall be done in accordance with the City of Birmingham "Underground Structures and Water Main Standards".

### 3.08 JOINTS

- A. All sewer joints shall be sealed with flexible, watertight, rubber type gaskets; pre-cast die molded bituminous material as used on slip seal pipe; or an approved equal. Before placing the pipe in position in the trench adjusted to grade, the joint compound on both ends of the pipe shall be painted with suitable solvent or lubricant material. The spigot or tongue ends of the pipe to be laid shall be inserted and shoved home against the base of the socket last laid. Throughout this operation every effort shall be taken to prevent sand or gravel from entering the joint or pipe.
- B. Joint material shall be applied to the pipe on the day the pipe is placed in the trench. Joint material shall be stored in closed containers when unattended.
- C. Concrete pipe 36" and larger shall have all joints inside cement pointed, with cement mortar compound of one (1) part cement and two (2) parts of sand. Mastic compound or any foreign material within 3/4" below inside finish of pipe shall be thoroughly removed before cement grout is applied.

### 3.09 MANHOLES, DRAINAGE STRUCTURES

- A. Manholes and drainage structures shall be constructed of the type and in accordance with the details shown on the plans and at the locations shown on the plans. All necessary steps, frames, and covers shall be furnished and installed. Covers shall be set at the required final elevation so that no subsequent adjustment shall be necessary.
- B. Excavation shall be carried to the depth required to permit the construction of the required base and bottom of excavation shall be trimmed to a uniform horizontal bed. The excavation shall be sufficiently wide to allow for shoring, bracing, or form work, should any or all be necessary, and to allow for accessibility in plastering the exterior of brick masonry. The excavated section shall be completely de-watered before any concrete is placed thereon.
- C. Concrete shall be Grade A 3,000 pounds per square inch compressive strength, minimum content 1.375 barrels per cubic yard.
- D. Brick shall be made of clay or shale or concrete brick and shall be whole, thoroughly and evenly burned, of close and uniform texture, free from cracks and warps, with even faces and uniform texture, and uniform in shape and size. Brick shall show a minimum average compressive strength of 2,000 pounds per square inch and average absorption of water in twenty-four (24) hours of not more than 22 percent of dry weight.
- E. The brick shall be laid radially in courses in a full bed of mortar with interior joint not more than 1/4" in width. Whole bricks only shall be used except to effect closure and to fill in the outside portion of the radial joints. Each seventh course shall be laid in "stretchers," the intervening courses shall be composed of "headers". Below a depth of thirteen (13) feet, walls of brick manholes shall be laid in alternative stretcher and header courses.
- F. When completed, manholes and drainage structures shall have sand or gravel placed uniformly around the structure in one foot lifts, and compacted in place. No backfill shall be placed around manholes or structures for twenty-four (24) hours, if an outside plaster coat has been applied.
- G. Manholes and Structures shall not be placed under conditions which may be expedited to result in defective work. If the soil at the established grade is not sufficiently stable to properly support structures, the Contractor, at his own expense, shall excavate up to 24" below grade and refill the trench to the proper grade with compacted crushed stone chips. If stable support cannot be established in this manner, the work shall be discontinued until plans for change in construction have been submitted by the Contractor to the Engineer for approval and approval has been granted.

### 3.10 SERVICE CONNECTIONS

- A. Service connections shall be made to sewers with "wyes" manufactured on the sewer pipe. Breaking holes in the pipe will not be allowed without specific authorization of the Engineer.

### 3.11 SHEETING AND BRACING

- A. Where necessary in order to construct the work called for by the contract, to insure the safety of the men, or to protect other things of value, the Contractor shall adequately sheet or brace all open excavation or tunnels. The Contractor shall install additional sheeting or bracing as directed by the Engineer, but such order, or failure to give such order, shall not release the Contractor from his liability for damage to person or property under this contract.
- B. All sheeting, shoring and bracing, unless left in place as ordered by the Engineer, shall be removed from open trench work progressively with the backfilling operations in order to prevent slides from the sides of the trench. All sheeting left in place shall be cut off five (5) feet below ground line.

### 3.12 PUMPING, BAILING AND DRAINING

- A. The Contractor shall provide and maintain adequate pumping and drainage facilities for removal and disposal of waste from trenches or other excavation.
- B. Where the work is in ground containing an excessive amount of water, the Contractor shall provide, install, maintain, and operate suitable well points, connecting manifolds, and reliable pumping equipment to operate same to insure proper construction of the work.
- C. In no case shall water be allowed to rise in or about the pipe before the joint has become thoroughly set. No walking on or over the pipes after they are laid, except as may be necessary in tamping the earth in refilling, will be permitted until they are covered with earth to a depth of twelve (12) inches.
- D. Drainage or discharge lines shall be connected to adjacent public storm sewers or extended to nearby watercourses wherever possible. In any event, all pumping and drainage shall be done without damage to any highway or other property, public or private, and without interference with the rights of the public or private property owners.
- E. The Contractor shall receive no extra compensation for providing, maintaining, or operating any de-watering or drainage facilities.

### 3.13 BACKFILLING

- A. It is the intent of these specifications that all of the excavation be backfilled with thoroughly consolidated, suitable material in such a manner that the alignment and grade of the construction work in the excavation be not disturbed and that the subsequent settlement of the surface over the excavation and adjacent thereto be avoided as far as possible.
- B. Insofar as practicable, without interfering with the progress of the work, the Contractor shall keep streets, driveways and sidewalks open to safe use by the public.
- C. All trenches and excavations under existing pavement, proposed pavement, existing roadways, driveways or sidewalk shall be backfilled with sand or gravel and thoroughly compacted by mechanical tamping or vibrating. Where the existing roadway or driveway is gravel surfaced, the top eight (8) inches of the backfill shall be road gravel. The Contractor will not be required to replace any oil treatment or seal coat, however, he shall maintain the top of the trench in a dust free manner until completion of the project. No additional payment will be allowed for the sand or gravel backfill, the cost of which shall be included in the unit price bid for the installation of the pipe and structures.

- D. Backfill shall not be placed against any portion of a structure until it (structure) has passed inspection.
- E. Where the trench or excavation is located in the parkway between the roadway and the street line or in unimproved streets, excavated material may be used in completing the backfill. Care shall be taken in placing this backfill to make sure that all boulders, pieces of concrete and such other material that might damage the pipe or structure, or prevent consolidation are not allowed to remain in the backfill material and it shall be compacted by tamping, jetting, or by use of compacting equipment.
- F. If a bulldozer or other machine is used to place the backfill material, no material shall be pushed or dropped into the trench, but shall be placed on the sloping ends of the completed backfill and allowed to roll in place to the bottom of the trench.

### 3.14 EMERGENCY REPAIR

- A. When the Contractor is not actively performing work on a particular construction site, but where delayed construction operations, testing and/or surface restoration work yet remains to be completed to meet the requirements of the Specifications, situations may arise of an emergency nature as a result of such uncompleted work which may affect directly or indirectly public and/or private property or which may ultimately, either directly or indirectly, affect the health, safety, and welfare of individuals or the general public. While these situations can readily develop as emergencies, the Engineer shall direct field related operations and require immediate efforts by the Contractor to remedy the deficiency in a method of his choosing because of his expertise in the field, time being of the essence. The correction of the emergency which may arise when no construction activity exists on the construction site shall be handled in the following manner.
  - 1. The Engineer shall inspect the site, take any necessary photographs and/or prepare any necessary sketches of conditions at the site to determine that the situation constitutes an emergency.
  - 2. The Engineer then has three (3) alternate sources of manpower and equipment to be selected to remedy the emergency situation in the following order:
    - a. The Contractor under contract with the Owner to perform all work on the site location in question.
    - b. The City's Department of Public Services (DPS).
    - c. An independent contractor designated by the Engineer.
- B. Since the nature and extent of most unfinished work on a particular construction site is well known by both the Engineer's authorized agent and the Contractor at the time of declaring an "emergency situation" as set forth herein before the Contractor, under contract to the Owner for the particular project, the Contractor would be the first party notified and would be expected to respond immediately with necessary labor and equipment to remedy the problem.
- C. If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the Engineer, then the Contractor shall be judged to have waived his rights to physically correct the problem, but not to his obligations to pay for such physical correction or damages resulting therefrom. The Engineer shall then contact the City's DPS for their assistance in correcting the "emergency situation". Where existing commitments by the DPS prohibits their immediate response to the request of the Engineer, the Engineer shall finally direct that corrective measures be performed by the independent contractor noted above to perform such work when so directed.



- D. Since the cost for all remedial work undertaken by the Contractor on this project shall be borne by the Contractor and it is necessary to engage the assistance of the DPS or an independent contractor, then all costs incurred shall be deducted from monies due and payable to the Contractor on the particular project as set forth on any ensuing regular job estimates.
- E. Typical costs which will be deducted from the contractor monies due would be as follows:
  - 1. Payroll wages, benefits, and taxes.
  - 2. Material bills.
  - 3. Equipment rental (Detroit area rates) and mobilization costs.
  - 4. 15% profit and overhead for independent contractor.
  - 5. Inspection costs.

### 3.15 POINT REPAIRS TO SEWER LINES

- A. It is the intent of the specifications to provide a basis by which a contractor can successfully and completely make a point repair to a sanitary sewer line. This basis shall cover all aspects of a point repair including methods, materials, and payment for work.
- B. A point repair to a sanitary sewer line shall be defined as a repair made at a specified location on a sanitary sewer line.
- C. A point repair shall be classified by the inside diameter of the pipe and the length of pipe replaced.
- D. Methods:
  - 1. The method by which a repair shall include all supervision, labor, equipment and materials necessary to perform and successfully complete the following items:
    - a. Excavating a trench deep enough to uncover a sanitary sewer line, wide enough to work in, and long enough to uncover up to twenty (20) linear feet of sewer pipe while providing protection of adjacent utilities, pavements, etc.
    - b. Remove any landscaping fences, asphalt, concrete, base material, storm sewer, etc., that interferes with the repair made at each specified point, and for the replacement of said landscaping, fences, asphalt, concrete, base materials, storm sewer, etc., in the same or better condition as found. Any such item not replaced in the same or better condition as found, as determined by the Engineer, shall be redone at the Contractor's expense.
    - c. De-water any trench where excess water accumulates and installation, as required, of compacted sand backfill under paved area.
    - d. Replace and reshape the bottom of the trench so that the grade of the pipe replaced will match that required for the existing sewer line. Any material replaced in the bottom of the trench shall be compacted so as to prevent sags in the sewer line due to settlement of the trench material.
    - e. Repair and replace up to twenty (20) feet of the existing sewer pipe with the properly sized pipe the same as existing, as needed.
    - f. Repair and replace any house service lateral encountered within the required twenty (20) linear feet of uncovered pipe with properly sized service, as specified and with enough sewer pipe to reconnect to the service line where it was severed.
    - g. Tie all new laid sewer pipe to existing sewer pipe, main sewer lines and service lines, so that no possible source of infiltration/inflow (a leak in the line) may be created.
    - h. Any sewer pipe broken by the Contractor, outside of the required twenty (20) linear feet of pipe, shall be replaced or repaired at the Contractor's expense. All such

occurrences shall be pointed out by the Contractor to the Engineer when they happen.  
The materials to use for making the tie-in shall be properly sized.

- i. Backfill the open excavation so that the ground elevation will most nearly match the elevation before excavation.

**E. Bypass Pumping:**

1. On all sewer lines in which a point repair is to be made, the normal flow of sewage shall be re-routed by bypass pumping.

**END OF SECTION**

**SECTION 610  
FLOWABLE FILL**

**PART 1. GENERAL**

**1.01 SUMMARY**

- A. This work shall include the furnishing of all labor, materials and construction equipment necessary for the providing flowable fill for the abandonment of sewers and/or structures of the size and character shown on the drawings and specified herein.
- B. Where called for on the drawings certain areas of the excavation and areas of existing structures and sewers to be abandoned shall be backfilled with flowable fill.

**1.02 REFERENCES**

- A. Performance and material requirements shall meet specific Reference Standards as referred to hereinafter under individual items.
- B. Unless otherwise specified, all materials shall also conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

**1.03 SUBMITTALS**

- A. The method used to measure fly ash and cement shall be submitted for acceptance. The contractor's proposed method shall be one that compliments the type of mixing plant being used and provides assurance that the percentage of cement is being satisfactorily controlled. Cement content shall be based on the dry weight of the fly ash in the mix. The batched weight of fly ash shall be corrected for its moisture content. Water shall be measured, although its control will be a function of consistency (slump and workability) of the mix.

**PART 2. MATERIALS**

**2.01 FLOWABLE FILL**

- A. Flowable fill shall consist of a mixture of fly ash, cement and water such as "C-Fill" as manufactured by Clawson Concrete or "M-Crete" as manufactured by Michigan Foundation or equal.
- B. Cement shall be Portland Cement conforming to A.S.T.M. C 150 Type I. Air entrained cement, pozzolan, and other types of cement shall not be used. Fly ash shall conform to the requirements of A.S.T.M. C618, Class F. Water shall be potable.
- C. The stabilized fly ash mixture shall contain 4 to 5% Portland cement based on the dry weight of the fly ash. Occasional batches of mixture with a cement content of 3 to 4% will be allowed provided immediate action is taken to restore the cement content to the specified range. Mixtures containing less than 3% shall not be used. The mixture shall have a slump of 10 to 12 inches at the point of placement. The mix temperature shall not be lower than 50°. The mixture shall have a compressive strength of 100 psi minimum at twenty-eight (28) days.

**PART 3. EXECUTION**

**3.01 PREPARATION**

- A. Prior to abandoning sewers with flowable fill, the Contractor shall install all necessary bulkheads in sewers and/or structures and ensure that they will not leak when flowable fill is placed.

**3.02 MIXING**

- A. The flowable fill may be mixed by a pug mill, central concrete mixer, turbine mixer or other acceptable equipment or method. Provisions shall be made to maintain the mix temperatures and slump as stated.

**3.03 PLACEMENT**

- A. The material shall be placed by end or side dumping, tremie, pump, conveyors, or other suitable method. Lines and grades shall be as shown on the design drawings. Stabilized fly ash shall be protected from freezing temperatures for the initial twenty-four (24) hours after placement. Protection may consist of earth cover, straw, or a sacrificial layer of the stabilized fly ash mix.

**3.04 MEASUREMENT & PAYMENT**

- A. Unless it is identified in the Proposal as a separate pay item, installation of flowable fill is incidental to the other work of this project.

**END OF SECTION**

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**SECTION 710**  
**PORTLAND CEMENT CONCRETE PAVEMENT CONSTRUCTION**

**PART 1. GENERAL**

**1.01 SUMMARY**

- A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the furnishing and placement of ready mixed Portland Cement Concrete (PCC) pavement and curbs and gutter.

**1.02 REFERENCES**

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

**1.03 SUBMITTALS**

- A. Contractor shall submit proposed mix design for all PCC pavements to be supplied on this project.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

**PART 2. MATERIALS**

**2.01 CONCRETE**

- A. Provide materials in accordance with subsection 602.02 of the Standard Specifications for Construction and the contract. Concrete Grade 3500HP requires optimized aggregate gradation and 25 to 40 percent replacement of the Portland cement in the concrete mixture with a supplementary cementitious material (slag cement, fly ash). Do not use other concrete Grades or Types in lieu of Grade 3500HP. Prepare the optimized aggregate gradation and perform process control according to the procedure for Optimized Aggregate Gradation included in the contract.
- B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR) and for air entraining requirements.
- C. Concrete provided on this project shall be Ready Mixed Concrete; central mixed or transit mixed concrete is permitted. The source of ready mixed concrete shall be approved by the Engineer.
- D. Admixtures - Admixtures shall be used only when specified or authorized by the Engineer.
- E. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed in the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.
- F. Water shall not be added to the concrete at any time without specific permission by the Engineer.

**2.02 AGGREGATE BASE COURSE**

- A. Unless otherwise specified on the drawings, or in the specifications, the aggregate base course to support the PCC pavement shall be MDOT 21AA crushed limestone compacted to 95% of the maximum modified proctor density.



B.

**PART 3. CONSTRUCTION**

**3.01 EXAMINATION**

- A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

**3.02 EQUIPMENT**

- A. All equipment used in the construction of the work shall be inspected and shall meet approval of the Engineer prior to start of construction. All equipment, tools and machinery shall be maintained in a satisfactory working condition.

**3.03 MAINTAINING TRAFFIC**

- A. The Contractor shall furnish, erect and maintain road construction barricades in accordance with current Michigan Manual of Uniform Traffic Control Devices.
- B. The Contractor shall at all times allow access to abutting property along the job. It is not intended that this shall permit access to the property during the actual processes of construction, however, the Contractor shall provide for temporary crossings and crossovers over the work partially completed prior to final completion of the construction. No roadway surface shall be opened to traffic prior to authorization by the Engineer.

**3.04 CONCRETE PAVEMENT REMOVAL**

- A. Caution shall be exercised during pavement breaking operations, and the use of a crane and ball type pavement breaker will not be permitted. Equipment used for this work shall be such as will not cause damage to adjacent buildings and underground utilities.
- B. Concrete pavement removal will be paid for at the contract unit price per square yard, which shall include the removal of adjacent curb or curb and gutter, and any asphaltic concrete surfacing. No additional payment will be made for pavement removal with reinforcing.

**3.05 CUTTING TREE ROOTS**

- A. Tree roots larger than two (2) inches in diameter shall not be cut beyond a point three (3) inches in back of the proposed curb line, and no tree roots shall be cut beyond a point twelve (12) inches in back of the proposed curb line. The above limits may be exceeded only with specific authorization by the City Parks and Recreation Department.

**3.06 EXCAVATION**

- A. All earth and other material shall be excavated for the full depth and width of the cross section, as given on the plans.
- B. Trees and stumps to be removed will be removed by the City at no cost to the Contractor. Removing and disposing of shrubs, brush and trees or stumps less than four (4) inches in diameter shall be considered as incidental to the work of excavation.
- C. The Contractor shall rough grade as close as possible to finished subgrade, leaving a minimum to be removed in fine grading.
- D. Excavation material shall be disposed of by the Contractor in the following order of preference:
  - 1. Along the site of the work to fill requirements of the work.
  - 2. At the Contractor's own dump sites.

- E. Excavation will be determined by the average end area method of all material included above the base between backs of curbs, or edges of pavement where no curb is constructed. Excavation and fill required from curb to property line will be classed as grading. Concrete pavement removal and other items included in separate pay items will be deducted from excavation. Asphalt removal will be considered part of excavation.
- F. Excavation for manholes, catch basins, inlets and gate wells shall be included in the price bid for these items.
- G. All excavated material stored along the line of work between curb and sidewalk on improved lawns shall not be left longer than forty-eight (48) hours. Said lawns or otherwise improved parkway shall be left in a neat and clean state within the specified forty-eight (48) hours.
- H. Excavated material removed in fine grading or any other operations shall be removed from any completed pavement slab, before any slab is opened for traffic whatsoever, including Contractor's equipment.

### 3.07 PREPARATION OF SUBGRADE

- A. The subgrade shall be smoothed, trimmed and compacted in the required line, grade and cross section to receive the pavement. The roadbed shall be compacted to at least ninety-five (95) percent of the maximum unit weight. The subgrade thus formed shall be maintained in a smooth and compacted condition until pavement has been placed. Should the subgrade between the forms become rutted or disturbed in any manner, the subgrade shall be reshaped and compacted as specified herein.
- B. Compaction shall be accomplished by self-propelled steel wheeled or a pneumatic-tired roller weighing not less than five (5) tons or a self-propelled vibratory compactor of adequate size to compact the subgrade to the required density.
- C. No concrete shall be placed on the subgrade until the subgrade has been approved by the Engineer.
- D. The cost for preparation of subgrade will be paid for under the items "Earth Excavation" or "Station Grading", as noted in the Proposal, and not as a separate pay item.
- E. The roadbed and adjacent grade shall be maintained in such condition that the work will be well drained at all times. If it is necessary, in the prosecution of the work, to interrupt existing surface drainage, sewers or underdrainage, then temporary drainage facilities shall be provided until the permanent drainage work is completed. The construction of all temporary drainage facilities shall be considered as incidental to the construction of the project.
- F. The Contractor shall perform a proof roll on the subgrade, to be witnessed by the Engineer to determine if there are areas that are unstable or need additional compaction. Proof rolling of subgrade shall be performed with a pneumatic-tired rolling equipment, developing a load of thirty (30) to fifty (50) tons. In a systematic manner acceptable to the Engineer, the equipment shall perform a minimum of three (3) passes over the designated areas(s). When proof rolling of the subgrade shows an area to be unstable as determined by the Engineer, the unstable material shall be removed and replaced to the limits designated by the Engineer.

### 3.08 INSTALLING ROADWAY BASE

- A. Aggregate base shall be placed on streets, roadways, shoulders and driveways at the thickness shown on the drawings in not more than six (6) layers. Such surface shall be compacted to 95% density and shall meet lines and grades established on the drawings or meeting existing pavements.

- B. The aggregate base shall not be placed if the subgrade is saturated.

### 3.09 ADJUSTING CASTINGS

- A. Existing manholes, water valve gate wells, catch basins and other like surface structures shall be raised, lowered, shifted in alignment or reconstructed if necessary to fit the proposed line or grade. This work will be paid for at the unit price as bid in the proposal. If there are no work items listed in the proposal for this work, it shall be considered incidental to the other work of the project.

### 3.10 FORMS

- A. Forms shall be of metal, of any approved section which will insure their rigidity under the impact, thrust and weight of the heaviest machine carried on them.
- B. Forms shall have a minimum length of ten (10) feet, and shall have a depth not less than the edge thickness of the work prescribed. Forms with a height of eight (8) inches or more shall have a base width of at least eight (8) inches. Other forms shall have a minimum base width of six (6) inches. The forms shall be straight, free from distortion and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge.
- C. Flexible forms and hand finishing will be required on all pavement where the edge of pavement radius is less than two hundred (200) feet.
- D. When tree roots may not be cut enough to allow room to use forms as specified above, wood forms (planks) may be used.
- E. The method of connections between form sections shall be such that a locked joint is formed free from vertical movement in excess of one-eighth (1/8) of an inch and horizontal movement in excess of one-quarter (1/4) of an inch under the impact, thrust and weight of the heaviest machine carried on the forms. Each form shall be fully pinned with pins of an adequate length, and the soil under the forms shall be thoroughly compacted by use of a mechanical form tamper or vibrator.
- F. All forms shall be thoroughly cleaned and oiled before concrete is placed against them.
- G. Forms shall be set at least three hundred (300) feet in advance of the paver, in order to allow ample time for inspection and checking prior to the placing of concrete.

### 3.11 POURING CONCRETE

- A. The roadway base and subgrade shall be in a moist condition, but not saturated, at the time concrete is placed.
- B. Concrete shall be handled from the mixer to the place of deposit as rapidly as possible, and by methods which will prevent separation of the ingredients. The concrete shall be deposited directly into the forms as nearly as possible in its final position, so as to avoid re-handling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.
- C. Before beginning a run of concrete, all hardened concrete or foreign material shall be completely removed from the inner surface of the mixer and conveying equipment. Before depositing any concrete, all debris or other foreign matter shall be removed from the space to be occupied by the concrete; all reinforcing steel shall be secured in its proper locations and shall be inspected and approved by the Engineer.

- D. Concrete shall be worked into all the recesses and corners of the forms and closely compacted around the reinforcing steel by means of thorough spading or an approved method of mechanical vibration.
- E. When the air temperature falls to 40°F and is dropping, no concrete shall be placed. Pouring may be started when the temperature is 35°F in the shade, away from artificial heat, and is rising. All concrete during curing shall be protected in freezing weather by straw, hay or tarpaulins, for not less than seventy-two (72) hours after pouring.
- F. No concrete shall be poured on a frozen, dry, saturated, or uncompacted subgrade.

3.12 PAVEMENT CONSTRUCTION

- A. Concrete shall be placed only on subgrade prepared as previously specified. After the concrete has been deposited, it shall be struck off and consolidated by an approved finishing machine to such an elevation that when all finishing operations are completed, the surface will conform to the required finished grade. While striking off, a uniform ridge of concrete at least two (2) inches above the finished pavement grade shall be maintained ahead of the screed for its entire length. In consolidating, the finishing machine shall operate over each section of the pavement at least twice. Only sufficient mortar shall be worked to the surface to provide for a dense smooth finish. Excessive operation of the machine over a given area will not be permitted. Segregated particles of coarse aggregate, which may collect in front of the screed, shall be thoroughly mixed by hand with the mass of concrete already on the subgrade.
- B. The concrete shall then be floated by means of a hand operated wood float not less than five (5) feet long.
- C. As soon as the above operations are completed, all laitance, surplus water and inert materials shall be worked entirely off the pavement, and the surface made smooth by scraping or dragging with a rigid straightedge ten (10) feet in length.
- D. The straightedge shall be placed at the center of the slab, with the blade parallel to the centerline, and pulled slowly and uniformly to the edge. This operation shall be repeated until the surface of the concrete is free from irregularities and makes contact at all points with the bottom of the straightedge. The straightedge shall then be moved forward one-half (1/2) its length and the operations repeated.
- E. Depressions found in the surface shall be filled with fresh concrete and consolidated by floating with long handled float not less than five (5) feet in length. This float may also be used to smooth sections of the surface that may have become rough or torn by scraping the straightedge. Where a wood float does not give satisfactory surface, the Contractor will be required to provide metal or metal-shod long handled floats.
- F. The surface will then be tested for smoothness with the straightedge. During this operation, the contact of the straightedge with the concrete shall be uniform over the entire length tested. At the time of testing, the surface shall be free from soft mortar or excessive water.
- G. As soon as all excessive moisture has disappeared, and while it is still possible to produce a uniform surface of gritty texture, the pavement shall be finished by dragging a seamless strip of damp burlap or cotton fabric, not less than five (5) feet, nor more than six (6) feet in width, over the full width of the pavement. The fabric shall be renewed as often as necessary, to obtain the required texture.
- H. Transverse connection joints shall be raised one-eighth (1/8) inch above the slab and finished with a notched wood float, not less than five (5) feet long, to eliminate high or low spots following

burlapping. The edge next to all expansion and construction joints shall be rounded with a finishing tool having a radius of one-quarter (1/4) inch.

- I. The finishing of the surface and any joints shall be done from a bridge which does not touch the concrete at any point. The finished concrete shall be free from porous or open spots; no portion of the surface shall vary more than one-quarter (1/4) inch below a straightedge ten (10) feet in length laid on the pavement parallel to the centerline of the street.
- J. Immediately following final finishing operations, the gutter line shall be water tested to assure uniform grade and complete drainage.
- K. Should any unevenness appear in the surface of the pavement more than allowed by the Specifications, the Contractor shall at once take measures to eliminate such unevenness. After the concrete has obtained its initial set, no depressions shall be fixed by filling with concrete. In case the unevenness covers a large area of the slab, then the entire slab shall be removed and replaced with new concrete.
- L. Any laitance deposited on pavement shall be immediately cleaned off.
- M. The paving mixer will not be permitted on completed pavement and vehicles will be permitted only after the concrete has obtained a compressive strength of 3,500 psi. Any equipment wheels (including finishing machine) shall operate at least one (1) foot from the edge of the pavement.

### 3.13 JOINTS

- A. Pre-molded bituminous expansion joints, construction joints, pre-molded bituminous contraction joints and sawed longitudinal contraction joints shall be placed in all pavements. All of the above mentioned joints shall be included in the price bid per square yard of pavement. Care must be exercised in joint construction, to insure vertical planes and complete separation at the joint.
- B. Expansion Joints - Expansion joints shall be one (1) inch thick and of the pre-molded non-extruding bituminous fiber filler type. Joints shall be perpendicular to the subgrade and extend entirely through the concrete to between one-quarter (1/4) inch and one-half (1/2) inch below the top of the pavement. Expansion joint material shall bear uniformly on subgrade. After the concrete has set, and before the pavement has been opened to traffic, the joint shall be thoroughly cleaned and filled to the surface of the pavement with a hot poured rubber-asphalt type joint sealer.
- C. Contraction Joints - Transverse contraction joints shall be made of pre-molded bituminous material one-quarter (1/4) inch thick. Contraction joints shall be edged at the curb. Contraction joints shall be properly aligned and shall butt against adjacent sections, with no space between ends.
- D. All the longitudinal contraction joints shall be cut with a self-propelled concrete saw to a width and depth as shown on the plans, prior to any traffic being permitted on the new pavement. Sawed joints shall be cleaned by washing and blowing out with air immediately after sawing, and permitted to dry out at least twenty-four (24) hours prior to sealing. Joints shall be sealed with a hot poured rubber asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.
- E. If the Contractor elects to construct a full width pavement with a center longitudinal contraction joint, said joint shall be cut in more than twelve (12) hours, and no more than thirty (30) hours after the pouring and finishing of that part of the pavement.
- F. Construction Joints - Longitudinal construction joints shall be placed as shown on plans. Construction joints shall also be placed at the ends of all pours, and at places where paving operations are stopped for a period of more than one-half (1/2) hour, except where such pours end at expansion joints. The second pour of concrete shall be edged with a longer lipped edging tool



than the first concrete pour. Joints shall be sealed with a hot poured rubber-asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.

**3.14 REMOVAL OF FORMS**

- A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed and in such a manner that no damage will be done to the edge of the pavement.
- B. After the forms have been removed, the ends of all joints shall be cleaned and all honeycombed areas pointed.
- C. The sides of the pavement shall be covered with curing material, or with at least twelve (12) inches of wetted earth, wetted straw or other suitable curing agent, except where honeycombed areas are to be pointed. Such areas shall be covered with wetted burlap until the pointing has been completed, at which time they shall be cured as specified above.

**3.15 WHITE MEMBRANOUS CURING**

- A. After finishing operations have been complete, and immediately after the free water has left the surface, the surface of the pour shall be completely coated and sealed with a uniform layer of white membranous curing compound.
- B. The compound shall be applied in continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than two (2) gallons per twenty-five (25) square yards of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.
- C. If rain falls on the newly coated pavement before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

**3.16 CLEAN-UP AND GRADING**

- A. The Contractor shall perform final grading the area between the edge of the new pavement and the sidewalk, or the property line if there is no sidewalk. This area shall be graded to drain to the curb.
- B. Wherever lawn areas are unnecessarily damaged by the Contractor, he will be required to repair any such areas at his own expense.

**3.17 GRADING AT INTERSECTIONS**

- A. The Contractor shall grade from the completed paving at a grade not exceeding one (1) inch in twenty (20) inches at all places where the paving adjoins the roadways. At existing roadways, the re-graded area shall be finished with the same type of material as removed. At places where paving adjoins gravel or gravel treated roadways, the regarded area shall be finished with a road gravel at a minimum thickness of six (6) inches compacted. However, the Contractor will not be required to replace any oil treatment or seal coat.
- B. There will be no additional payment for this work, and the cost of such should be included in the price bid for the concrete pavement.

**3.18 CURB, CURB AND GUTTER**

- A. Joints in integral curb shall line up with, and be the same type as, those in the concrete pavement.

- B. Joints in separate straight curb and in curb and gutter shall line up with, and be the same type as, those in adjacent concrete pavement, but spacing shall in no case exceed ten (10) feet. The Contractor shall use face forms on all straight curbs.
- C. The face and top of the curb shall be finished smooth and true to line, grade and cross section. No more troweling than necessary shall be done. Prior to the initial set of the concrete, the curb face shall be lightly brushed to give a slightly roughened surface. The curb shall be dropped to within (1) inch of the gutter at integral curb shall proceed simultaneously and follow immediately the placing of pavement concrete.
- D. Form excavations on the street side of curb and gutter sections shall be backfilled with road gravel and thoroughly compacted.

### 3.19 DRIVES

- A. The Contractor shall remove and replace, or construct gravel, asphalt or concrete drives adjacent to new construction where designated by the Engineer.
- B. Drives shall be constructed on a uniform slope from the gutter to the sidewalk, property line or place designated by the Engineer.
- C. Gravel Drives - The existing material shall be excavated and road gravel placed at a minimum thickness of six (6) inches compacted.
- D. Asphalt Drives - The existing material shall be excavated, and a minimum thickness of one and one half (1 1/2) inches of hot mix asphalt pavement placed on a road gravel base, with a minimum compacted thickness of five (5) inches. A neat joint shall be cut when meeting existing asphaltic concrete.
- E. Concrete Drives - Concrete drives shall be six (6) inches thick, unless otherwise designated. A portion of an existing concrete drive to be removed shall be removed to an existing joint, or to a joint made with a concrete saw. Concrete drives shall be constructed in accordance with the procedures and specifications for Cement Concrete Pavement.
- F. Payment will be made at the contract unit price per square yard, and for the designated thickness, which will be payment-in-full for excavating material other than concrete, and for constructing the drive complete.
- G. Payment for concrete removal will be made at the contract unit price per square yard. Payment for saw cutting will be made at the contract unit price per lineal foot.

### 3.20 CONCRETE HEADERS

- A. Concrete end headers shall be placed at the end of all pavements, including street returns not connecting with concrete or asphaltic concrete pavements.
- B. Payment will be made at the contract unit price per square yard for the adjoining concrete pavement.

### 3.21 SAW CUTTING

- A. Payment for saw cutting will be made at the contract unit price per lineal foot for saw cutting designated on the plans, or designated by the Engineer.
- B. No additional payment will be made for saw cutting pavement joints or for saw cutting done for the Contractor's convenience.

**3.22 DAMAGE BY CONSTRUCTION**

- A. Sidewalks, driveways, etc., unnecessarily damaged by construction operations shall be repaired or replaced as directed by the Engineer, at no additional cost to the City.

**3.23 MEASUREMENT AND PAYMENT**

- A. Concrete pavement will be paid for at the contract unit price per square yard, which will be payment in full for furnishing all materials (not including pavement reinforcement), dowels, tie bars, joint dowel hook bolts, and all joint materials; laying, curing and protecting the concrete; constructing the pavement complete; grading at intersections; and maintaining traffic.
- B. Payment for integral curb will be included in the contract unit price per square yard for concrete pavement with integral curb.

**END OF SECTION**

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**SECTION 711  
PORTLAND CEMENT CONCRETE DURABILITY REQUIREMENTS**

**PART 1. GENERAL**

**1.03 SUMMARY**

- B. All Portland cement concrete mixtures supplied by the Contractor for this project shall have been tested under this specification and shown to be resistant to excessive expansion caused by alkali-silica reactivity (ASR) and provides adequate air entrainment for freeze thaw durability. The contractor shall construct the project with practices outlined in this specification.
- C. All labor, materials, equipment, supervision and incidentals required for complying with the requirements of this section shall be incidental to the other work of this project.

**1.04 REFERENCES**

- B. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

**1.05 SUBMITTALS**

- B. Contractor shall submit proposed mix design for all Portland cement concrete mixtures to be supplied on this project.
- C. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

**PART 2. MATERIALS**

**2.03 PORTLAND CEMENT CONCRETE MIXTURE COMPONENTS**

- |                                |                   |
|--------------------------------|-------------------|
| A. Portland cement             | ASTM C-150        |
| B. Fine Aggregate              | ASTM C-33         |
| C. Coarse Aggregate            | ASTM C-33         |
| D. Fly Ash, Class F            | ASTM C-618        |
| E. Slag Cement, Grade 100, 120 | ASTM C-689        |
| F. Silica Fume                 | ASTM C-1240       |
| G. Blended Cements             | ASTMC-595         |
| H. Air Entraining Admixtures   | ASTM C-260        |
| I. Chemical Admixtures         | ASTM C-494        |
| J. White Membrane Cure         | ASTM C-309 Type 2 |

**PART 3. EXECUTION**

**3.03 ALKALI-SILICA REACTIVITY**

- A. Provide documentation to the Engineer that the concrete mixture does not present the potential for deleterious expansion caused by alkali-silica reactivity (ASR). Provide current ASR test results (valid for 2 years from completion of testing), for the fine aggregate that is proposed to be used in the concrete, from an independent testing laboratory proficient in ASR testing. The independent

testing laboratory must certify in writing, including a signed statement that all testing was conducted in accordance with the designated standard test procedures, described herein. Test results must conform to the specified criterion for one of the following standard test methods. ASR testing is not required for concrete pavement repairs and temporary concrete pavements. Use the Rounding Method described in ASTM E 29 when determining significant digits for reporting expansion test results.

1. Method 1. ASTM C 1293. Concrete Prism Test. If the expansion of concrete prisms is not greater than 0.040 percent (rounded to the nearest 0.001 percent) after 1 year, the fine aggregate is considered non-deleterious to ASR and may be used in the JMF.
2. Method 2. ASTM C 1567. Mortar Bar Test. If no previous test data are available for the fine aggregate that shows it is resistant to ASR using Method 1, above, replace 25 to 40 percent of the Portland cement in the concrete mixture with a supplementary cementitious material. A blended cement meeting the requirements of ASTM C 595 containing the above Portland cement and supplementary cementitious material proportions may also be used.

Demonstrate the ability of the supplementary cementitious material to control the deleterious expansion caused by ASR by molding and testing mortar bars according to the standard test method described in ASTM C 1567 using the mix proportions and constituent sources for both the aggregates and the cementitious materials that will be used for the project. Make at least three test specimens for each cementitious materials-aggregate combination. If the average of three mortar bars for a given cementitious materials-aggregate combination produces an expansion less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the JMF associated with that combination will be considered non-deleterious to ASR. If the average expansion is 0.10 percent (rounded to the nearest 0.01 percent) or greater, the JMF associated with that combination will be considered not sufficient to control the deleterious expansion caused by ASR and the JMF will be rejected.

3. Method 3. ASTM C 1260. Mortar Bar Test. If the expansion of the mortarbars is less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the fine aggregate is considered non-deleterious to ASR and may be used in the concrete without the need for ASR mitigation. The Engineer will not approve the use of the JMF if the expansion exceeds the respective threshold limits for the respective ASTM test method used.

#### 3.04 QUALITY CONTROL

- A. The Owner and Contractor shall monitor the concrete that is delivered to the project site so as to insure that the approved mix design is being followed. The supplier shall include on the delivery ticket for each batch of concrete delivered to the job, the identification and proportions of each material batched. In lieu of individual batch tickets a detailed summary report showing the batch weights for each load may be submitted, at the end of each production shift, provided that individual ticket information is supplied upon request for inspection and testing personnel.
- B. When concrete is placed during cold weather, below 40 degrees F, the use of accelerators, heated aggregates, silica fume and/or additional forms of cold weather protection will be required. Cold weather will not eliminate the requirement for furnishing and placing a concrete mix that is considered resistant to ASR attack.
- C. Prior to cool weather placement, temperatures between 40 and 60 degrees F, the set time of the proposed mix shall be verified under anticipated field conditions. This information shall be used when scheduling pours and saw crews.



### 3.05 AIR ENTRAINMENT

- A. Air entrainment shall be accomplished by addition of an approved air entraining agent. Air content as determined by ASTM C 231 or ASTM C 173, shall be determined on each day of production as early and as frequently as necessary until the air content is consistently acceptable. Acceptance testing for air content shall be on the grade ahead of the placement operation.
- B. Paver placement:
  - 1. The target air content of the in-place finished plastic concrete is 6.0%. During production acceptance will be at the point of acceptance sampled ahead of the paver, the target value referred to as the Acceptance Air Content (AAC). The AAC will be determined by the air loss actually experienced during transportation, consolidation and placement of the concrete. The difference between the as-produced concrete in front of the paver and the in-place air content will be considered the air loss. The AAC for the project will be 6.0% plus an amount equal to the air loss.
  - 2. To establish the initial target AAC on the first day of paving, the first load shall be tested at the plant. For up to the first ten (10) loads, the AAC measured prior to placement shall be at least 8.0% and no more than 12.0%. After initial testing at the plant at least two sample sets shall be tested to determine the actual air loss during placement. A set shall consist of two (2) samples of concrete from the same batch, one taken at the point of discharge and the other from the in-place concrete behind the paver. The air loss from the two (2) sets shall be averaged and added to 6.0% to establish the AAC (rounded to the next higher 0.5%). The project acceptance air tests shall be taken prior to placement and shall be within the range of the AAC plus 2.0% or minus 1.0%.
  - 3. After the AAC has been established it shall be verified and/or adjusted through daily checks of the air loss through the paver. The loss through the paver shall be checked twice daily. A Revised AAC shall be established if the average air loss from two (2) consecutive tests deviates by more than 0.5% from the current accepted air loss.
- C. Hand placed concrete:
  - 1. The air content for non-slip form paving shall be 7.0% plus 1.5% or minus 1.0% at point of placement.

### 3.06 CONSTRUCTION PROCESSES

- A. Aggregate control
  - 1. Gradation control – The Contractor shall provide a detailed stockpile management plan, describing their process control procedure for shipping, handling, and stockpiling of each aggregate including workforce training.
  - 2. Moisture control – All aggregate materials must be conditioned to a moisture content of not less than saturated surface dry (SSD) prior to batching. A watering process using some type of sprinkler system is required on all coarse aggregate material stockpiles.
- B. Mixing
  - 1. Central mix plants
    - a. The total volume of the batch shall not exceed the designated size of the mixer or the rated capacity as shown on the manufacturer's rating plate.
    - b. Drum Mix Plants:

- i. After all solid materials are assembled in the mixer drum; the mixing time shall be a minimum of sixty (60) seconds and a maximum of five (5) minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall start after the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. Any additional slump water required shall be added to the mixing chamber by the end of the first 25% of the specified mixing time. Mixers shall not be used if the drum is not clean or if the mixing blades are damaged or badly worn.
  - c. Ribbon mixers:
    - i. After all solid materials are assembled in the mixer; the mixing time shall be a minimum of thirty (30) seconds and a maximum of 2.5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall be indicated by an accurate timing device which is automatically started when the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. After any additional slump water is added to the mixing chamber the mixing shall continue for a minimum of ten (10) seconds. Mixers shall not be used if the mixer is not clean or if the mixing blades are damaged or badly worn.
2. Truck mixers
- a. The capacities and mixing capabilities shall be as defined in ASTM C 94, and each unit shall have an attached plate containing the information described therein. The plate may be issued by the Truck Mixer Manufacturer. The mixer capacity shall not be exceeded, and the mixing speeds shall be within the designated limits. Truck mixers shall be equipped with a reliable reset revolution counter. If truck mixers are used for mixing while in transit, the revolution counter shall register the number of revolutions at mixing speed.
  - b. An authorized representative of the concrete producer shall certify that the interior of the mixer drum is clean and reasonably free of hardened concrete, that the fins or paddles are not broken or worn excessively, that the other parts are in proper working order, and that the unit has been checked by the representative within the previous thirty (30) calendar day period to substantiate this certification. The current, signed certification shall be with the unit at all times.
  - c. The required mixing shall be between seventy (70) and ninety (90) revolutions. The mixing shall be at the rate designated by the manufacturer and shall produce uniform, thoroughly mixed concrete.
  - d. The Engineer may inspect mixer units at any time to assure compliance with certification requirements, and removal of inspection ports may be required. Should the Engineer question the quality of mixing, the Engineer may check the slump

variation within the batch. Should the slump variation between two (2) samples taken, one (1) after approximately 20% discharge and one (1) after approximately 90% discharge of the batch, show a variation greater than 3/4 inch (20 mm) or 25% of the average of the two, whichever is greater, the Engineer may require the mixing to be increased, the batch size reduced, the charging procedure be modified or the unit removed from the work.

- e. The practice of adding water on the site shall be discouraged. After the first round of trucks has been adjusted on the grade the amount of water added at the plant shall be adjusted and shall become the point of adjustment throughout the pour. All water additions on site shall be approved by the Engineer.

**C. Curing**

1. Apply liquid curing compound in a fine atomized spray to form a continuous, uniform film on the horizontal surface, vertical edges, curbs and back of curbs immediately after the surface moisture has disappeared, but no later than thirty (30) minutes after concrete placement. With approval of the Engineer, the timing of cure application may be adjusted due to varying weather conditions and concrete mix properties.
2. The cure system shall be on site and tested prior to concrete placement.
3. Apply a curing compound at a rate of application not less than two (2) gallons per twenty-five (25) square yard; keep the material thoroughly mixed per the manufacturer's recommendation and do not dilute the compound.
4. The finished product shall appear as a uniformly painted solid white surface. Areas exhibiting a blotchy or spotty appearance shall be recoated immediately.

**END OF SECTION**

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**SECTION 712  
CONCRETE SIDEWALK CONSTRUCTION**

**PART 1. GENERAL**

**1.01 SUMMARY**

- A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the construction of concrete sidewalks and ramps, and associated work, including detectable warning plates for sidewalk ramps as required for compliance with the American with Disabilities Act.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. Concrete Durability Requirements

**1.02 REFERENCES**

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.
- B. All sidewalk and ramp shall meet ADA requirements for slope, surface finish, width, and all other requirements.

**1.03 SUBMITTALS**

- A. Contractor shall submit proposed mix design for all concrete to be supplied for sidewalk construction.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

**PART 2. MATERIALS**

**2.01 CONCRETE**

- A. The concrete mixture shall meet the requirements of MDOT Mixture 3500, with 3,500 PSI minimum compressive strength, and utilize 6AA coarse aggregate and Type 1A Portland Cement.
- B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR).
- C. Admixtures shall be used only when specified or authorized by the Engineer.
- D. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed on the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.
- E. Water shall not be added to the concrete at any time without specific permission by the Engineer.

**2.02 TRUNCATED DOMES / DETECTABLE WARNING**

- A. Truncated Domes / Detectable Warning shall be manufactured of cast iron, and shall at a minimum have the following properties:

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|                                                 |                     |
|-------------------------------------------------|---------------------|
| Slip Resistance (ASTM C-1028):                  | 1.10 Dry / 1.06 Wet |
| Wear Resistance (ASTM C-501):                   | 7333                |
| Impact Resistance (ASTM D-1709)                 | >238 Newtons        |
| Adhesion to Concrete (Bond Strength ASTM D-482) | >5000 lbs           |
| Tensile Strength (ASTM A-48)                    | 35,000 PSI          |

- B. Truncated Domes / Detectable Warning shall be supplied with a natural finish. Black asphalt dip finish is acceptable as well, as long as all of the detectable warning plates at each intersection (all corners) that are constructed as a part of the work have the same finish.
- C. Truncated Domes / Detectable Warning shall be supplied at each sidewalk ramp in accordance with ADAAG and/or MDOT requirements, whichever is more stringent.
- D. Truncated Domes / Detectable Warning shall be at least two (2) feet deep along the direction of travel. The detectable warning plate width shall generally be five (5) feet, unless otherwise specified on the drawings or in the field by the Engineer. Radial plates may be used where called for on the drawings, or in the field by the Engineer.
- E. Truncated Domes / Detectable Warning shall be manufactured by East Jordan Iron Works, or approved equal.

#### 2.03 FORMS

- A. Forms shall be of metal or wood, and of an approved section. Materials, other than metal or wood shall not be used for forms, unless specifically authorized by the Engineer.
- B. Forms shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge, and shall show no lateral variations greater than one-quarter (1/4) of an inch from the true plane surface on the vertical face of the form when tested with a ten (10) foot straight edge.

### PART 3. CONSTRUCTION

#### 3.01 EXAMINATION

- A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

#### 3.02 PREPARATION

- A. If removal and replacement of the existing sidewalk is specified in the work item, the Contractor shall remove the existing sidewalk to the extent shown on the plans, or as directed by the Engineer in the field.
- B. During removals and construction, Contractor shall protect all adjacent sidewalks, pavement, curb and gutter, and drive approaches from damage. Any adjacent infrastructure that is damaged by the Contractor during construction shall be replaced by the Contractor at no additional cost to the City.
- C. The subgrade shall be formed by trenching or filling to the required elevation for bottom of concrete, or to bottom of subbase, if a subbase is specified. All sod and vegetative matter shall be stripped from the subgrade.
- D. The subgrade after grading shall be thoroughly tamped or otherwise compacted, to insure its stability. Any soft, spongy or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill.



- E. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills, the subgrade shall be made at least one (1) foot wider on each side than the required width of sidewalk.
- F. All fills shall be of granular material, and shall be placed in thoroughly compacted layers not to exceed six (6) inches in depth. Compaction shall be accomplished by the use of mechanical equipment or hand tamps with metal bases.
- G. Existing sidewalks or paved areas under proposed sidewalks shall be removed, except where grade will allow at least two (2) inches of granular fill to be placed over them.

### 3.03 SIDEWALK THICKNESS

- A. Unless otherwise noted on the drawings, sidewalks shall be at least four (4) inches thick, except at ramps and across driveways, where they shall be at least six (6) inches thick.

### 3.04 DISPOSAL OF WALK AND EXCAVATED MATERIALS

- A. The old walk, after removal, and excavated materials shall be disposed of by the Contractor at his own expense. He shall provide his own dump. When directed by the Engineer, the Contractor shall leave removed sod in an area adjacent to the construction. The Contractor will not be held responsible for the sod after that time or responsible for the condition of the area under which the sod was placed.

### 3.05 PREPARATION OF SUBGRADE

- A. The subgrade shall be formed by trenching or filling to the required elevation for bottom of concrete, or to bottom of subbase, if a subbase is specified. All sod and vegetative matter shall be stripped from the subgrade.
- B. The subgrade after grading shall be thoroughly tamped or otherwise compacted, to insure its stability. Any soft, spongy or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill.
- C. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills, the subgrade shall be made at least one (1) foot wider on each side than the required width of sidewalk.
- D. All fills shall be of granular material, and shall be placed in thoroughly compacted layers not to exceed six (6) inches in depth. Compaction shall be accomplished by the use of mechanical equipment or hand tamps with metal bases.
- E. Existing sidewalks or paved areas under proposed sidewalks shall be removed, except where grade will allow at least two (2) inches of granular fill to be placed over them.

### 3.06 PROTECTION OF TREES

- A. Where a tree is less than twenty-four (24) inches from the existing walk, or at the Engineer's discretion, the Contractor may be required to curve the walk around the tree, maintaining the full width of the walk through the curve. The Contractor shall cut and remove all tree roots that are in the sidewalk grade. Merely shaving the roots in order to place the sidewalk at proper grade and thickness will not be acceptable. The cost of the work of cutting and removing the roots and curving the walk around the trees shall be included in the unit price bid. The City may elect to cut and remove certain tree roots with their own forces, but the Contractor shall submit his bid based on performing all of the necessary root cutting and removal.

### 3.07 BARRICADES AND LIGHTS

- A. Barricades and lights shall be placed in accordance with the "Public Safety" section of the "General Requirements" section of these specifications. In addition, the following requirements shall be met.
- B. Barricades used under this contract shall be "horses" or other barricades approved by the Engineer. Barricades made of rope, wood siding and other similar types will not normally be approved by the Engineer.
- C. Barricades shall be placed where sidewalks under construction join sidewalks or driveways which are open for use.
- D. Lights shall be placed at the beginning and end of construction in each block. Where such lights are more than five hundred (500) feet apart, intermediate lights shall be placed so that the distance between any light does not exceed five hundred (500) feet.

### 3.08 FORMS

- A. Forms shall be of metal or wood, and of an approved section. Materials, other than metal or wood shall not be used for forms, unless specifically authorized by the Engineer.
- B. Forms shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge, and shall show no lateral variations greater than one-quarter (1/4) of an inch from the true plane surface on the vertical face of the form when tested with a ten (10) foot straight edge.

### 3.09 FORMING

- A. Forms must be used for all edges of all sidewalk construction. Where proposed walk abuts existing concrete, and the edge of the existing concrete is true to line and grade, the existing concrete, with or without expansion paper, will be considered a form for the new sidewalk.
- B. Forms shall be installed true to line and grade established by the Engineer. They shall be adequately staked and braced to remain on line and grade during the placement of concrete.
- C. Walk shall pitch to the center of the street at the rate of one-quarter (1/4) inch per foot of width, unless otherwise provided. Forms shall be of the full depth specified for the walk.
- D. Before placing concrete, forms shall be thoroughly cleaned and oiled.

### 3.10 PLACING AND FINISHING CONCRETE

- A. Before beginning a run of concrete, all hardened concrete or foreign material shall be completely removed from the inner surface of the mixer and conveying equipment. Before depositing any concrete, all debris or other foreign matter shall be removed from the space to be occupied by the concrete.
- B. The subgrade shall be thoroughly wetted and the concrete shall be deposited thereon to the proper depth. So called "two course" pouring will not be permitted. Concrete shall be handled from the mixer to the place of deposit as rapidly as possible and by methods which will prevent separation of the ingredients. The concrete shall be deposited directly into the forms as nearly as possible in its final position, so as to avoid re-handling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.
- C. Concrete shall be worked into all the recesses and corners of the forms by means of thorough spading of an approved method or mechanical vibration.

- D. When the air temperature falls to 40°F and is dropping, no concrete shall be placed. Pouring may be started when the temperature is 35°F in the shade, away from artificial heat, and is rising. All concrete during curing shall be protected from freezing by straw, hay or tarpaulins, for not less than seventy-two (72) hours after pouring.
- E. No concrete shall be poured on a frozen, dry or uncompacted subgrade.
- F. The concrete shall be alternately tamped and struck off with a strike board until all voids are removed and the surface has the required grade and cross section. The strike board shall be long enough so it can always be in contact with both forms. The surface shall be floated with a wood or aluminum float, followed by a steel float, just enough to produce a smooth surface free from irregularities. All edges and joints shall be rounded to a radius of one-quarter (1/4) inch with an approved finishing tool. The surface shall then be brushed to slightly roughen the surface and remove the finishing tool marks.
- G. The end of a run of concrete shall not remain unformed for more than one-half (1/2) hour, by which time a header form shall be placed. If a header is not placed, the concrete shall be removed back to the last transverse joint prior to continuing the pour. Headers, when used, shall not vary more than six (6) inches in location from the normal transverse joint location.

### 3.11 JOINTS

- A. Joints shall be constructed true to line, with their faces perpendicular to the surface of the sidewalk, and shall not vary more than one-quarter (1/4) inch from their designated position. Transverse joints shall be constructed at right angles to the centerline of the sidewalk, and longitudinal joints shall be constructed parallel to the centerline, unless otherwise required.
- B. When the sidewalk is constructed in partial width slabs, transverse joints in the succeeding slab shall be placed in line with like joints in the adjacent slab. In the case of widening existing sidewalks, transverse joints shall be placed in line with like joints in the existing sidewalk.
- C. The concrete at the faces of all joints shall be thoroughly spaded and compacted to fill all voids, and the surface shall be finished smooth and true to grade.
- D. Expansion Joints - Expansion joints shall be of the pre-moulded non-extruding bituminous fiber filler type.
- E. In new sidewalk, one-half (1/2) inch thick expansion joints shall be placed at intervals of not more than fifty (50) feet. In repairing existing sidewalk, at least one and one-half (1 1/2) inch expansion joints shall be used in the repair, unless existing expansion joints are less than thirty (30) feet on either side of the repair.
- F. One-half (1/2) inch thick expansion joints shall also be placed at junctions with sidewalks, drives, buildings and other rigid structures. Three-quarter (3/4) inch thick by five (5) inch expansion joints shall be placed at all curb junctions and also between sidewalk and abutting parallel curb or gutter.
- G. Contraction Joints - Insofar as feasible, joints shall be spaced at intervals equal to the width of the walk and with maximum transverse and longitudinal intervals of ten (10) feet. Joints shall be produced by use of slab division forms extending the full width and one-half (1/2) the depth of the walk. The joints shall be of not less than one-eighth (1/8) inch, nor more than one-quarter (1/4) inch in width, and shall be finished smooth and true to line.
- H. Slab division forms shall remain in the concrete a sufficient length of time to insure permanent separation of the concrete.

### 3.12 WHITE MEMBRANOUS CURING

- A. After finishing operations have been completed, and immediately after the free water has left the surface, the surface of the sidewalk shall be completely coated and sealed with a uniform layer of white membranous curing compound.
- B. The compound shall be applied in a continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than one (1) gallon per two hundred (200) square feet of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.
- C. If the compound is too thick for satisfactory application during cold weather, the material may be warmed in a water bath at temperatures not over 100°F. Thinning with solvents will not be permitted.
- D. If rain falls on the newly coated sidewalk before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

### 3.13 SIDEWALK RAMPS

- A. Sidewalk ramps shall be constructed in accordance with these Concrete Sidewalk Construction Specifications, and in accordance with MDOT Standard Detail R-28, latest edition.
- B. Surface texture of ramps shall be that obtained by a coarse brooming, transverse to the slope of the ramps. The normal gutter line profile shall be maintained through the area of ramps.
- C. There is no separate pay item for sidewalk ramps. The sidewalk portion of ramps will be paid for as concrete sidewalk construction. Work required at the curb for ramps will be paid for under a curb pay item, depending on the type of curb work performed.
- D. Each ramp shall include a Truncated Domes / Detectable Warning installed at the back of the curb. The Truncated Domes / Detectable Warning shall generally be five (5) feet wide by two (2) feet deep. If that is not possible given the site constraints, then they shall be at least as wide as the existing adjacent sidewalk. Radial Truncated Domes / Detectable Warning plates may be required in some locations.

### 3.14 REMOVAL OF FORMS

- A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed, and in such a manner that no damage will be done to the edge of the sidewalk.

### 3.15 PROTECTION OF EXISTING LAWNS

- A. The Contractor shall use extreme care while replacing existing sidewalks or constructing new sidewalks in existing lawns not to damage the lawns. The Contractor shall remove a maximum of six (6) inches of sod beyond the edges of the sidewalk. He shall remove the sod after cutting it with a square nosed shovel on a parallel line to the sidewalk.
- B. The Contractor shall protect existing lawns at all times during his work. Equipment or vehicles will not be permitted on established lawns. The Contractor will be held responsible for all damage to lawns more than six (6) inches away from sidewalk construction. Sod and other excavated materials shall not be placed on existing lawns. Any lawn area damaged as a result of the Contractor's operations may be repaired by the City at the Contractor's expense.

### 3.16 UNDERGROUND SPRINKLER SYSTEMS

- A. Some of the houses in the sidewalk replacement area may have underground sprinkler systems for their lawns. The owners of these sprinkler systems have been notified that they are responsible for locating for the Contractor, all underground sprinkler equipment adjacent to any sidewalk that is to be replaced. The Contractor will be required to use caution when working around these known underground sprinkler systems, and shall repair any damage to sprinklers if, in the opinion of the Engineer, insufficient care was taken to prevent damage to the sprinkler system.

### 3.17 SERVICE WALKS

- A. Where the grade of a new or replaced sidewalk does not meet the grade of a private service walk, the Contractor may be required to replace a portion of the service walk. The Contractor will be required to replace only that portion of the service walk that the Engineer determines is necessary to eliminate a hazard or drainage problem.
- B. Payment for replacement of service walks will be made at the contract unit price for four (4) inch concrete sidewalk replacement.

### 3.18 CONSTRUCTION AT PAVED DRIVEWAYS

#### A. Sidewalk Replacement at Concrete Driveways

- 1. The existing sidewalk shall be removed without damaging the driveway. Expansion joints shall be replaced along each edge of the sidewalk, and the sidewalk shall be replaced using the expansion paper at the drive as forms.

#### B. Sidewalk Replacement at Asphalt Driveways

- 1. The existing sidewalk, and a maximum of four (4) inches of asphalt on each side of the sidewalk, shall be removed without damaging the rest of the drive. A neat joint shall be cut in the asphalt prior to removing the sidewalk. The sidewalk shall be formed across the driveway. Wood forms may be used in such locations. Upon completion of the sidewalk construction, the Contractor shall place road gravel in the form excavations. There will be no additional payment made for cutting the neat joints, removing asphalt and placing road gravel in the form excavations. The City shall then be responsible to have the remaining asphalt replaced by others.
- 2. Where an asphalt driveway is in good condition and at a suitable grade, the Engineer may direct that the sidewalk be removed and replaced without removing a portion of the driveway. In such case, the Contractor shall use caution to avoid damage to the asphalt. Also, the Contractor will not be required to set forms. The Contractor should avoid getting cement on the surface of any asphalt drive.

#### C. New Sidewalk at Concrete Driveways

- 1. The Contractor shall saw cut and remove that portion of the driveway necessary to be removed to construct the sidewalk, and necessary to be removed because of grade. The sidewalk shall be formed across the driveway, and following the removal of the forms, the remaining portion of the driveway removed shall be replaced.



D. New Sidewalk (asphalt drives)

1. The Contractor shall cut neat joints in the asphalt at locations determined by the Engineer. The Contractor shall remove the asphalt between the neat joints, shall form the sidewalk across the drive, and following the removal of the forms, shall fill the form excavations with road gravel. There will be no additional payment made for cutting the neat joints, removing the asphalt and placing road gravel in the form excavations.

3.19 CONSTRUCTION AT UNPAVED DRIVEWAYS

- A. The Contractor shall backfill the form excavation across unpaved drives with the same type material as exists in the adjacent driveway.

3.20 FINAL GRADING

- A. For new sidewalk construction, the Contractor shall grade to a uniform slope from the top of the walk to top of the curb, and from the walk to the property line. In the event there is no curb, grading shall be done for a distance of 10 (ten) feet towards the centerline of the street to the existing grade. If this provision should involve destroying or re-grading established lawns and parkways, the Contractor shall confer with the Engineer before starting such grading.
- B. Grading and clean-up work shall be done as soon as possible following the completion of any section of sidewalk, and in no case shall more than two (2) consecutive days (excluding Sundays and holidays) elapse from the time any section of sidewalk is placed until the adjacent grading and clean-up is completed.
- C. In establishing lawns, the Contractor shall place a minimum of two (2) inches of topsoil in all form excavations and on all re-graded areas. The topsoil shall be tamped and graded, and then seeded with grass seed. Clean excavated material may be used to fill under the required topsoil. Topsoil and seed used shall be of a high quality and approved by the Engineer. Topsoil shall be free of sticks, stones, clumps of clay, debris and similar materials.
- D. In unimproved areas, clean excavated material may be used for grading.

3.21 PAYMENT

- A. Payment will be made by unit price per square foot of walk constructed, and price bid shall include: placement and preparation of granular fill (4" or 6" of compacted class II sand base per plan details); forming, furnishing, placing and finishing of concrete (thickness as specified); placing of jointing materials; curing compound; removal of forms; and grading as specified.
- B. There will be no additional payment for removing and replacing unstable subgrade.
- C. No deductions in payment will be made for areas of sidewalk construction occupied by manhole castings, utility boxes, pole bases and similar objects, provided no one such object occupies more than ten (10) square feet of the new (or replaced) sidewalk. Where any one such object occupies more than ten (10) square feet of the new (or replaced) sidewalk, no payment will be made for sidewalk within that area.

**END OF SECTION**

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**SECTION 750**  
**HOT MIX ASPHALT PAVEMENT CONSTRUCTION**

**PART 1. GENERAL**

**1.01 SUMMARY**

- A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the furnishing and placement of plant mixed Hot Mix Asphalt (HMA) pavements.

**1.02 REFERENCES**

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

**1.03 SUBMITTALS**

- A. Contractor shall submit proposed mix design for all hot mix asphalt to be supplied on this project.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

**PART 2. MATERIALS**

**2.01 HOT MIX ASPHALT PAVEMENTS**

- A. Hot-mix asphalt mixture designations shall be as specified on the drawings for wearing (surface) course, leveling course, and base course as applicable. All mix designations shall meet applicable minimum requirements per MDOT standard specifications for construction.
- B. The hot mix asphalt pavements shall meet the requirements of the MDOT Special Provision for Marshall Hot Mix Asphalt Mixtures (12SP501(F)) for the mixes designated on the plans or elsewhere in the specifications, except as modified on the plans or in these specifications.
- C. Binder from Recycled Asphalt Pavement (RAP) materials shall be limited to not more than 17 percent of the total mix binder content by weight. Final binder for all mixes shall meet specification requirements for Performance-Grade PG64-22.
- D. Bond coat shall be SS-1h.

**PART 3. CONSTRUCTION**

**3.01 EXAMINATION**

- A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

**3.02 ASPHALTIC - BITUMINOUS**

- A. For purposes of these specifications, the words, "asphaltic" and "bituminous", and comparable variations of such words, will be considered to be interchangeable.

**3.03 MAINTAINING TRAFFIC**

- A. The Contractor shall furnish, erect and maintain road construction barricades in accordance with current Michigan Manual of Uniform Traffic Control Devices.
- B. The Contractor shall at all times allow access to abutting property along the job. It is not intended that this shall permit access to the property during the actual processes of construction, however, the Contractor shall provide for temporary crossings and crossovers over the work partially

completed prior to final completion of the construction. No roadway surface shall be opened to traffic prior to authorization by the Engineer.

### 3.04 ADJUSTING CASTINGS

- A. This work will consist of adjusting manhole, gate well and drainage structure castings to the elevation of the finished surface in accordance with the "Adjusting Drainage Structure Covers" section of the MDOT specifications.
- B. In concrete pavements, the top of the concrete replaced around castings shall be held down two (2) inches below the elevation of the finished surface.
- C. Prior to placing the top course of asphaltic concrete, the area around castings shall be filled with asphaltic concrete to the elevation of the leveling course.
- D. Variable adjusting castings shall not be used unless specifically authorized by the Engineer.
- E. The City may elect to replace some castings. In such cases, the Contractor shall deliver the old castings and pick up new castings at the City Department of Public Services (DPS) yard on Eton Road. That work will be considered to be incidental to Adjusting Castings.

### 3.05 PREPARATION OF EXISTING PAVEMENT FOR ASPHALT OVERLAY

- A. Repairing Concrete Curb & Slab Replacement
  - 1. Concrete for concrete curb and slab repairs shall meet the requirements for concrete for Portland Cement Concrete Pavement Construction.
  - 2. Repairs to existing concrete pavements shall be made in accordance with MDOT Standard Drawing R-44, latest edition.
  - 3. Curb repairs shall join existing curbs at existing joints, cracks (where authorized by the Engineer), or at saw cut joints where saw cutting is necessary. Unless otherwise provided for in the specifications, saw cutting shall be incidental to the other work on this project.
- B. Removing Bituminous Surface For Joints
  - 1. This work will consist of stripping joints in existing bituminous surfaces in accordance with the "Removing Bituminous Surface" section of the MDOT specifications.
- C. Chipping Pavement Around Structures
  - 1. At drainage structures not to be adjusted, the existing concrete or asphaltic pavement surface shall be cut back up to one and one-half (1 1/2) feet, as designated by the Engineer, around the casting to a depth of at least one (1) inch, completely around the structure.
- D. Hand Patching
  - 1. Hand patching shall be performed where called for in the plans and specifications, or where directed by the Engineer.
  - 2. Areas where pavement surfaces are badly deteriorated or cracked into small sections will be repaired using this method.
  - 3. Hand patching will include stripping, chipping or otherwise removing existing surface materials from deteriorated areas in bituminous or Portland cement concrete pavements, and replacing by hand or machine methods with bituminous material approved by the Engineer.
  - 4. Joint repairs shall be done in conformance with Detail 7 and 8 on MDOT Standard Plan R-44, latest edition, except as modified by the project plans and specifications. This work will consist

of chipping joints in the existing concrete pavement surfaces in accordance with the "Chipping Concrete Pavement for Joints" section of the MDOT specifications.

5. Following the removal of the existing material, holes to be hand patched shall be thoroughly cleaned by blowing out all loose material with an air compressor or with a power blower.
6. Hand patching will not include wedging of low areas.
7. Except as provided herein, this work shall conform to the requirements of the "Hand Patching" section of the MDOT specifications.

E. Joint Clean Out

1. Excess filler in cracks or joints, which may cause bleeding or instability in the opinion of the Engineer, shall be removed to the elevation of the pavement surface. This work is considered to be incidental to the asphalt pavement installation on the project.

3.06 BOND COAT

- A. The amount of bond coat applied to existing pavement surfaces shall be 0.15 gallon per square yard, or less if directed by the Engineer.
- B. The amount of bond coat applied to new HMA surfaces shall be 0.10 gallon per square yard, or less if directed by the Engineer.
- C. Bond coats shall not be diluted, unless authorized by the Engineer.
- D. Proper precautions shall be taken to prevent smearing bond coat on adjacent pavement surfaces, curbs, walks, castings, lawns or shrubbery. The Contractor shall remove all such bond coat smeared on the above mentioned items.
- E. There is no separate pay item for bond coat, as such work is considered to be incidental to asphaltic surfacing.
- F. The Contractor shall furnish tickets or other satisfactory evidence showing the quantity of bond coat used in order to verify the application rate.

3.07 PLACING BITUMINOUS MIXTURE

- A. At the end of each period of work on the wearing surface, joints shall be formed by laying and rolling against boards of the thickness of the wearing surface placed at right angles to the centerline across full width of pavement, or by such means as approved by the Engineer.

3.08 MEETING DRIVEWAYS OR OTHER SURFACES

- A. Where new asphaltic concrete surfacing is higher than abutting paved driveways or other paved surfaces, the Contractor shall place asphaltic wearing course mixture over such driveways or other paved surfaces to provide a transition to meet the new surface elevation. Where the abutting paved surface drains towards the new surfacing, the surfacing mixture shall be extended for a distance sufficient to provide for drainage onto the new surface, as directed by the Engineer. The surfacing mixture may be feathered to zero thickness at the end of the surfacing.
- B. The Contractor shall place bond coat over abutting areas to be surfaced.
- C. There is no separate pay item for this work, and payment will be included under the pay item for the asphaltic mixtures used.

**3.09 BASIS OF PAYMENT**

- A. Payment for the types of asphalt pavement and pavement repairs shall be as listed in the Proposal. Bid prices for work items listed in the Proposal shall include all other work necessary for a complete job.

**END OF SECTION**



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**SECTION 762**  
**CAPESEAL SURFACE**

**PART 1. GENERAL**

**1.01 SUMMARY**

This work shall consist of a double chipseal followed by one application of a type II asphalt slurry applied after second chipseal application. The application of the materials shall comply with the following specifications.

**A. BITUMINOUS SURFACE TREATMENT**

1. This work consists of two applications of bituminous material applied to the prepared surface and being covered with a course of aggregate. The work shall be done in accordance with this specification or in accordance with applicable drawings to plans of this contract.

**B. SLURRY SEAL APPLICATION**

1. The work covered by this specification consists of furnishing all labor, equipment, and materials to apply the second course of the cape seal, an emulsified asphalt slurry seal, in complete accordance with the specification.

**1.02 REFERENCES**

Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

**1.03 QUALITY ASSURANCE**

**A. APPLICABLE SPECIFICATIONS**

ASTM – American Society for Testing and Materials

ISSA – International Slurry Surfacing Association

**1. AGGREGATE AND MINERAL FILLER**

- a. ASTM D75: Sampling Stone, Slag Gravel, Sand and Stone Block for use as Highways Materials.
- b. ASTM C136: Sieve Analysis of Fine or Coarse Aggregate.
- c. ASTM C117: Amount of Material Finer than No. 200 Sieve in Aggregate.
- d. ASTM D2419: Plastic Fines in Graded Aggregate and Soils by use of the Sand Equivalent Test.
- e. ASTM C128: Specific Gravity and Absorption of Fine Aggregate.
- f. ASTM C29: Unit Weight of Aggregate.
- g. ASTM C131: Abrasion of Coarse Aggregate by use of the Los Angeles Machine.
- h. ASTM C183: Sampling Hydraulic Cement
- i. ASTM D546: Sieve Analysis of Mineral Filler
- j. ASTM D242: Mineral Filler for Bituminous Paving Mixtures

**2. EMULSIFIED ASPHALT**

- a. ASTM D140: Sampling Bituminous Materials.
- b. ASTM D244: Testing Emulsified Asphalt.
- c. ASTM D977: Specifications for Anionic Emulsified Asphalt.

- d. ASTM D2397: Specifications for Cationic Emulsified Asphalt.
- e. ASTM D2172: Bitumen Content of Paving Mixture by Centrifuge.
- f. ISSA T100: Measurement of Wear of Slurry Seal Mixtures by Wet Tract Abrasion.

#### 1.04 DELIVERY, STORAGE AND HANDLING

##### A. SLURRY SEAL APPLICATION

- 1. STOCKPILING OF AGGREGATES. Precautions shall be taken to ensure that stockpiles do not become contaminated with over-sized rock, clay, silt, or excessive amounts of moisture. The stockpile shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted. Owner will provide yard site for stockpiling aggregates and keeping emulsion storage tanks within one mile of the projects, or closer when possible.
- 2. STORAGE. The contractor shall provide suitable storage facilities for the asphalt emulsion. The container shall be equipped to prevent water from entering the emulsion. Suitable heat shall be provided if necessary to prevent freezing.

#### 1.05 PROJECT/SITE CONDITIONS

##### A. TRAFFIC CONTROL

- 1. Suitable methods such as barricades, flag-men, pilot cars, etc., shall be used to protect the uncured slurry surface from all type of traffic. Contractor shall perform all necessary barricading and/or flagging of traffic. Any damage to the uncured slurry will be the responsibility of the Contractor. The Engineer shall give final approval as to the method used. The Contractor shall co-ordinate the scheduling of street to be surfaced with the City Engineering Department.

#### 1.06 PAYMENTS

- A. Seal coat will be paid for at the contract price per square yard, (as described above) which price shall be payment in full for furnishing, heating, hauling and applying the bituminous material, furnishing, hauling and placing the cover material, dragging, rolling, replacing disturbed material, maintaining traffic and constructing the surface complete.

## PART 2. PRODUCTS

#### 1.01 MATERIALS

##### A. BITUMINOUS SURFACE TREATMENT

- 1. BITUMINOUS MATERIAL - Shall be CM-90
  - a. MATERIALS - The materials will meet the following requirements as specified. All chip seal multi grade asphalt will conform to the following table:

#### CHIP SEAL MULTI GRADE ASPHALT

|                                 | CM-90       | METHOD OF TEST |
|---------------------------------|-------------|----------------|
| Viscosity @ 25°C, 1. Sec.-1, P. | 2000-20,000 | ASTM D-4957    |
| Flash Point, °C                 | 66+         | ASTM D-93      |
| Distillate Test                 |             |                |

|                                               |         |             |
|-----------------------------------------------|---------|-------------|
| <b>Volume % of Total Distillate to 360° C</b> |         | ASTM D-402  |
| To 225° C                                     | 0-2     |             |
| To 260° C                                     | 0-5     |             |
| To 316°                                       | 15.75   |             |
| <b>Residue from Distillate to 360° C %</b>    |         |             |
| <b>Volume by Difference</b>                   |         |             |
| Water %                                       | 1.0-    | ASTM D-95   |
| <b>Test on Residue from Distillation</b>      |         |             |
| Penetration @ 25° C, 100g, 5 sec, dmm.        | 100-250 | ASTM D-5    |
| Float Test @ 60° C, sec.                      | 1200+   | ASTM D-139  |
| Solubility %                                  | 99.0+   | ASTM D-2042 |

The successful Contractor will be responsible to provide above material delivered to the project location on a schedule determined by the Contractor. The contractor shall be responsible for proper heating of asphalt, needed storage facilities and for all truck demurrage charges that are incurred.

- b. APPLICATION - The Contractor shall apply the multi grade asphalt at a temperature between 260° F and 300° F, followed by a uniform application of coarse aggregate.
- c. MULTI GRADE ASPHALT - Application Rates:

CM-90 shall be within the range of 0.26-0.28 gal/syd. The JMF target rate for the asphalt shall be 0.27 gal/syd.

If the target rate of 0.27 gal/syd is not the optimum application rate due to the gradation of the coarse aggregate or due to existing surface conditions of the pavement, the Contractor shall notify the Project Engineer, immediately. The Contractor shall then document the new JMF rate(s) by stationing.

2. **COARSE AGGREGATE** - Coarse aggregates for all chip seals will be tested materials or provided by a prequalified aggregate supplier. All aggregate must meet the gradation requirements in the following table:
  - a. A CS-2 coarse aggregate of limestone, natural, or slag shall be used.

**GRADATION FOR CHIP SEAL AGGREGATES**  
***Sieve Analysis (MTM 109), Total Percent Passing (a)***

|                        |                         |
|------------------------|-------------------------|
| <b>Sieve Size</b>      | <b>CS-2</b>             |
| 3/4"                   | 100                     |
| 1/2"                   | 100                     |
| 3/8"                   | 90-100                  |
| No. 4                  | 0-10                    |
| No. 8                  | 0-5                     |
| No. 200 (loss by wash) | 2.0 maximum 2.0 maximum |

### **PHYSICAL REQUIREMENTS**

| <u>TEST</u> | <u>DESCRIPTION</u>                 | <u>SPECIFICATION</u> |
|-------------|------------------------------------|----------------------|
| MTM - 102   | L.A. Abrasion Resistance           | 45% Max.             |
| MTM - 117   | Percentage of Crushed Particles    | 95% Min.             |
| *MTM - 110  | Deleterious Particles in Aggregate | 3.5% max.            |

\*Includes the sum of shale, siltstone, structurally weak and clay-ironstone particles

#### **B. SLURRY SEAL APPLICATION**

The slurry seal surface shall consist of a mixture of emulsified asphalt, mineral aggregate, and water, properly proportioned, mixed and spread evenly over the double chipseal surface as specified herein and as directed by the engineer. The cured slurry shall have a homogeneous appearance, fill all cracks, adhere firmly to the surface and have skid resistant texture.

1. ASPHALT EMULSION. The emulsified asphalt shall conform to the requirement of International Slurry Seal Association Specification, for type CSS-1H.
2. AGGREGATE. The mineral aggregate shall consist of natural or manufactured sand, slag, crusher fines, and others, or a combination thereof. Smooth-textured sand of less than 1.25 percent water absorption shall not exceed 50 percent of the total combined aggregate. The aggregate shall be clean and free from vegetable matter and other deleterious substances. When tested by ASTM D2419, the aggregate blend shall have a sand equivalent of not less than 45. When tested according to ASTM C88 the aggregate shall show a loss of not more than 15%. When tested according to ASTM C131 the aggregate shall show a loss of not more than 30%.

Mineral fillers such as Portland cement, limestone dust, fly ash, and others shall be considered as part of the blended aggregate and shall be used if required by the mix design. They shall meet the gradation requirements of ASTM D242.

The combined mineral aggregate shall conform to the following gradation when tested by the previously mentioned test.

| TYPE II       |                    |
|---------------|--------------------|
| SIEVE<br>SIZE | PERCENT<br>PASSING |
| 3/8           | 100                |
| No. 4         | 90-100             |
| No. 8         | 65-90              |
| No. 16        | 45-70              |
| No. 30        | 30-50              |
| No. 50        | 18-30              |
| No. 100       | 10-21              |
| No. 200       | 5-15               |

Theoretical Asphalt Content

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|                 |          |
|-----------------|----------|
| % Dry Aggregate | 7.5-13.5 |
|-----------------|----------|

TYPE II. This aggregate blend is used when it is desired to fill surface voids, correct severe surface conditions, and provide sealing and a minimum wearing surface. An application rate of 18 (plus or minus) 2 pounds per square yard based on dry aggregate weight is used when standard aggregates are utilized.

3. WATER

- a. All water used with the slurry mixture shall be potable and free from harmful soluble salts.

1.02 EQUIPMENT

A. BITUMINOUS SURFACE TREATMENT

All equipment used shall be sufficient size and in such mechanical condition as to produce a satisfactory job.

1. PRESSURE DISTRIBUTORS - The pressure distributor shall have a computerized application rate and speed control. This control shall have a radar ground sensing device that controls the application rate regardless of ground speed or spray bar width. The pressure distributor shall be capable of maintaining the asphalt emulsion at the specified temperature. The spray bar nozzles shall produce a uniform fan spray, and the shutoff shall be instantaneous, with no dripping. Each pressure distributor shall be capable of maintaining the specified application rate within  $\pm 0.015$  gal/syd for each load.
2. AGGREGATE CHIP SPREADER - The aggregate chip spreader shall be self-propelled and have a computerized spread control capable of spreading the cover material uniformly for widths of 1 to 20 feet and have a screen to remove oversized material.
3. COMPACTION EQUIPMENT - Shall be self-propelled, vibratory, rubber tired, three wheel or tandem rollers. Rollers shall weigh not less than 6 ton or more than 9 ton.
4. MISCELLANEOUS EQUIPMENT - Sufficient equipment for hauling of cover material shall be provided to ensure continuance covering of bituminous material, hand tools, thermometers, etc. Chain link fence drag shall be available for use when required by engineer.

B. SLURRY SEAL APPLICATION

All equipment used in the performance of this work shall be maintained in satisfactorily working order at all times.

1. SLURRY MIXING EQUIPMENT. A minimum of two (2) continuous flow slurry machines, minimum capacity of eight (8) tons shall be provided. They shall be capable of delivering accurately a predetermined proportion of aggregate, water and asphalt emulsion to the mixing chamber and to discharge the thoroughly mixed product on a continuous basis. The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients together. No violent mixing shall be permitted. The mixing machine shall be equipped with an approved fines feeder that provides an accurate metering device or method to introduce a predetermined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed. The feeder shall be used whenever added mineral filler is a part of the aggregate blend. The mixing



machine shall be equipped with a water pressure system and fog type spray bar adequate for complete fogging the surface preceding spreading equipment with a maximum application of 0.05 gallons per square yard.

2. CALIBRATION- Each material delivery function (a) fines feed, (b) aggregate feed, and (c) emulsion feed, shall be independently operated and monitored with digital counters capable of giving accumulated readings of the material usage on a daily basis.

All instruments, gauges and meters shall be accurate within +5% of the operating range required. All instruments and controls shall be centrally mounted in a protected console and shall be readily accessible during operation to the Engineer or his designated representative.

The bidder will submit calibration sheets for each machine to substantiate meter reading and aggregate openings (gal/count, #/count). Daily counter readings will be supplied to the inspector with yardage applied to verify application rates. If readings do not confirm correct application rates, recalibration on site will be required before additional work is applied.

3. SLURRY SPREADING EQUIPMENT. Attached to the mixer machine shall be a mechanical type squeegee box equipped with flexible material in contact with the surface to prevent loss of slurry from the box. It shall be maintained so as to prevent loss of slurry on varying grades and crown by rotating at center of box. There shall be a steering device and a flexible strike-off. The spreader box shall have an adjustable width from 8 to 12 feet. The box shall be kept clean, and build-up of asphalt and aggregate on the box shall not be permitted. The use of burlap drags or other drags shall be approved by the Engineer.
4. CLEANING EQUIPMENT. Power brooms, power blowers, air compressors, water flushing equipment, and hand brooms shall be suitable for cleaning the surface and cracks of the old surfaces.
5. AUXILIARY EQUIPMENT. Hand squeegees, shovels and other equipment shall be provided as necessary to perform work.

### **PART 3. EXECUTION**

#### **1.03 PREPARATION**

##### **A. BITUMINOUS SURFACE TREATMENT**

1. Work required on existing surface such as base repair, patching, sweeping shall be done by the contractor.

##### **B. SLURRY SEAL APPLICATION**

1. Immediately prior to applying the slurry, the surface shall be cleaned of all loose material, silt pots, vegetation, and other objectionable material, which shall be done by owner. Any standard cleaning method used to clean pavements will be acceptable, except water flushing will not be permitted in areas where considerable cracks are present in the pavement surface. The Engineer shall give final approval of the surface.

#### 1.04 CONSTRUCTION

##### A. BITUMINOUS SURFACE TREATMENT

###### 1. EXISTING SURFACE

- a. The bituminous material shall be applied at the rate specified immediately followed by the self-propelled chipper covering the bituminous material with aggregate. In no instance shall the chipper be more than 400 ft. behind the distributor. The aggregate should be compacted into the bituminous material by a self-propelled roller directly behind the chipper. At no time shall the aggregate cover material be left unrolled for more than 10 minutes.

###### 2. WEATHER LIMITATIONS

- a. No bituminous material shall be applied during rainy weather or when the air temperature in the shade is less than 50 F. and rising except by the approval of the contracting officer

##### B. SLURRY SEAL APPLICATION

###### 1. GENERAL

- a. The surface shall be fogged with water directly preceding the spreader. The slurry mixture shall be of the desired consistency when deposited on the surface and no additional elements shall be added. Total time of mixing shall not exceed four (4) minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No lumping, balling or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines shall be permitted. If the coarse aggregate settles to the bottom of the mix, the slurry will be removed from the pavement. No excessive breaking of the emulsion will be allowed in the spreader box. No streaks such as caused by oversized aggregate will be left in the finished pavement.

###### 2. COMPOSITION AND RATE OF APPLICATION OF THE SLURRY MIX

- a. The amount of asphalt emulsion to be blended with the aggregate shall be that as determined by the laboratory report after final adjustment in the field. A minimum amount of water shall be added as necessary to obtain a fluid and homogeneous mixture. The Engineer shall give final approval to the design and rate of application used.

###### 3. JOINTS

- a. No excessive build-up or unsightly appearance shall be permitted on longitudinal or transverse joints.

###### 4. HAND WORK

- a. Approved squeegees shall be used to spread slurry in accessible areas to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from hand work.

###### 5. CURING

- a. Treated areas will be allowed to cure until such time as the Engineer permits their opening to traffic.

###### 6. INTERSECTION

- a. Care should be taken to achieve a clean straight line as directed by the Engineer by use of 15 pound roofing felt or equal. All roofing felt will be removed at completion of work.

7. WEATHER LIMITATION

- a. The slurry seal surface shall not be applied if either the pavement or air temperature of 55 F or below and falling but may be applied with both the air and pavement temperature is 45 F or above and rising. The mixture should not be applied if high relative humidity prolongs the curing beyond a reasonable time.

1.05 FIELD QUALITY CONTROL

A. BITUMINOUS SURFACE TREATMENT

1. INSPECTION

- a. METHOD OF MEASUREMENT: Field measurements of the areas seal coated in square yards shall be determined by the engineer in the presence of the contractor and or with his concurrence.

B. SLURRY SEAL APPLICATION

1. LABORATORY TESTING

- a. Sources of all materials shall be selected prior to the time the materials are required for use in the work. All samples shall be taken according to procedures previously mentioned. All materials shall be pretested in a qualified laboratory as to their suitability for use in slurry. The theoretical asphalt content shall be determined. The laboratory shall also determine if a mineral filler is required, and if so, how much should be used. Test samples shall be made and tested on a Wet Track Abrasion Machine. A complete laboratory analysis and test report accompanied by an un-abraded slurry test sample shall be submitted by the Contractor before the job starts.

2. INSPECTION

- a. The slurry seal surface shall be measured and paid for by the square yards of work completed and accepted as designated by the Engineer.

3. SAMPLING

- a. Samples of materials and of the finished slurry surfaces shall be furnished by the Contractor as directed by the Engineer during progress of the work. Test reports may be requested from the Contractor as additional materials arrive.

1.06 CLEANING

- A. Initial sweeping and cleaning will be performed by the contractor.
- B. Sweeping During Contract: The contractor will be required to sweep the chipsealed area prior to the slurry application.
- C. Contractor shall ensure that all existing utility structure covers shall remain clean and visible following the installation of the capeseal surface on the streets.

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**SECTION 02704  
INTERNAL SEWER INSPECTION**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. It is the intent of these specifications to provide a basis for which a sewer line can be internally inspected by a Closed Circuit Television (CCTV) camera. The inspection shall include providing the Owner with digital videos, images, and reports that include condition and other descriptive data related to the sewer. This basis shall include all aspects of televising including method, equipment, and payment for work.
- B. This Section shall include all supervision, labor, equipment, materials, traffic control, temporary plugging and/or bypassing of flow, disposal of debris, required cleaning, video media, still pictures and any applicable electrical service necessary to successfully complete the inspection and assessment of the designated lines, as well as the required reporting and deliverables which includes the Contractor providing the Owner with applicable recommendations for corrective actions.
- C. The Contractor shall provide and furnish all required skilled and unskilled labor, materials, fuel, machinery, tools, so that the contract and all work required to be done under the contract can and will be carried on continuously and expeditiously to completion, in all respects to the satisfaction of the Owner.
- D. The sewer lines for which televising is required are shown in these Contract Documents.
- E. Related Sections:
  - 1. Section 02751 – Cleaning of Sewer Lines

**1.2 MEASUREMENT AND PAYMENT**

- A. **CCTV Sewer Acceptance Inspection, Lump Sum**
  - 1. The Contractor shall provide a video inspection record of all newly constructed sewer mains (storm, sanitary and combined) and new sewer service lines installed for the project in accordance with this specification.
  - 2. Sewer service lines shall be clearly televised to show the condition of the tap/connection at the main, and shall be launched up each lateral to televise the service line from the sewer main to the property line to the maximum extent practicable. The video inspection shall occur after sewer trenches have been backfilled and compacted to final elevation.
  - 3. Final payment will not be made until such time as all deliverables are provided for each televised pipe segment.
- B. **Pre-Lining Preparation, Cleaning & Video Inspection, \_\_\_" Sewer .....Linear Foot**

The Owner shall pay for television inspection of the sewer lines at the unit price bid per linear foot of each size pipe. Measurement of the actual number of feet inspected shall be made from the inside wall of the first manhole to the inside wall of the second manhole.
- C. The per foot cost of television inspection will be paid for the actual footages televised between the manholes involved.

1. Measurement of the actual number of feet inspected shall be made from the inside wall of the manhole to the point where the survey was abandoned from each direction.
  2. Reverse setups will not entitle the Contractor to additional payment.
- D. Final payment will not be made until such time as all deliverables are provided for each televised pipe segment.

### 1.3 REFERENCES

- A. Abbreviations and Acronyms
1. NASSCO - National Association of Sewer Service Contractors
  2. PACP - Pipeline Assessment and Certification Program
  3. MACP - Manhole Assessment and Certification Program
  4. LACP - Lateral Assessment and Certification Program
- B. Definitions
1. Reverse Setups - a situation that arises when the television camera cannot pass through the manhole section, making it necessary to reverse the positions of the television equipment and enter the sewer from the opposite direction

### 1.4 QUALIFICATIONS

- A. The Contractor or Subcontractor performing the work shall be a company with experience performing internal sewer inspections and shall have a minimum experience of three other projects of at least 50,000 feet within the last five years that included surveying, processing, and interpretation of data associated with CCTV inspections.
- B. The work shall be performed under the supervision of personnel trained and certified in the use of NASSCO's PACP for the inspection of sewer mains, LACP for the inspection of laterals, and MACP for the inspection of manholes.

### 1.5 SUBMITTALS

- A. Prior to initiation of work, the Contractor shall submit for Owner review and approval the following:
1. Data sheets for proposed CCTV equipment, description of proposed electronic storage device (hard drive, etc.) and proposed electronic file formats.
  2. Description of proposed software for recording inspection logs along with a sample of a typical log and samples of all required reports as described in this Section.
  3. Proposed sequence and schedule, and sample resident/business notification letter.
  4. Contact information for Contractor's staff including mobile phone and email, and emergency contact information.

### 1.6 QUALITY ASSURANCE

- A. After completion of one week of Internal Sewer Inspection (or alternative period as approved by the Owner), the Contractor shall provide the Owner with a sample of the required deliverables for the work completed for review and approval of format.



## 1.7 REPORTING

- A. The Contractor shall record any and all defects such as radial and linear cracks no matter how minor, dips, blockages, or obstructions, pipe joint conditions, infiltration and calcite buildup, lateral connections (including reporting active, inactive, or abandoned), root infiltration, deterioration of pipe material surface, penetrating utilities, etc. The Contractor shall record the characteristics and defects observed using the NASSCO PACP/MACP/LACP Inspection Report format and coding for each sewer segment, and provide a shape file with the information in the correct location. All pipes, manholes, laterals and other structures shall be identified using the Owner's naming convention. The operator's NASSCO certification number shall be recorded on the Report.
- B. All manhole and pipe assets shall be referenced using the supplied Owner identification numbers ("Owner Asset/Pipe ID #"). Reports generated using a Contractor-generated numbering system will not be accepted. The Pipe ID (not the Manhole ID) shall be used as the Pipe Segment Reference (PSR). A shape file will be provided to the contractor with the Pipe and Manhole IDs.
- C. Location of defects shall be given as a distance from the starting point and location around the pipe (i.e., 2 o'clock)
- D. The Contractor shall provide the following reports for each inspected segment that include all descriptions in NASSCO format of all defects found as part of the survey, all NASSCO header information, and identify the asset using the Owner's identification system:
  - 1. Graphic Reports, including:
    - a. Linear sketch of the inspected manhole or pipe/lateral segment showing defect locations
    - b. List of the individual defects
    - c. Defect "grade" assigned using the NASSCO PACP/MACP/LACP Condition Grading System guidelines.
  - 2. Tabular Reports, including:
    - a. List of the individual defects
    - b. A defect "grade" using the NASSCO PACP/MACP/LACP Condition Grading System guidelines
    - c. NASSCO segment scores, including
      - 1) Overall Pipe Rating (Structural, Maintenance, and Overall)
      - 2) Pipe Rating Index (Structural, Maintenance, and Overall), and
      - 3) Quick Scores (Structural, Maintenance and Overall.)
  - 3. Defects by Inspection Report
    - a. Generated at completion of the project, or at intermediate milestones as required by the Owner
    - b. Includes;
      - 1) A tabular list of all segments inspected to date,
      - 2) The surveyed length for each segment,
      - 3) A count of defects encountered for each segment,
      - 4) Quick rating scores and,
      - 5) The overall pipe rating index
- E. Submit Samples of Contractor Reports for Owner approval prior to starting project.

- F. Provide Final Reports in accordance with Required Deliverables.

#### 1.8 REQUIRED DELIVERABLES

- A. The contractor shall deliver an editable database compliant with Pipeline Assessment Certification Program (PACP) Exchange Database standards, set forth by the National Association of Sewer Service Companies Organization (NASSCO), survey details, observations, and shape files for all pipes surveyed. All reports submitted to the Owner by the Contractor must follow the most recent standards set forth by NASSCO, and the database provided by the contractor will be comprehensive with NASSCO's database. Contractor must have their database validated through NASSCO prior to the project start date.
- B. The Contractor shall deliver to the Owner one copy each of the Graphic Report and Tabular Report for each segment inspected, and one copy of the Defects by Inspection Report that summarizes all segments inspected during the project. All reports shall also be provided in Adobe PDF format. Both reports for each sewer segment shall be a single PDF file with the GIS pipe ID or up-stream and down-stream manhole IDs included in the file name.
- C. The Contractor shall submit preliminary copies of the Graphic Report, Tabular Report, and NASSCO Exchange Database for areas completed for review as the project progresses.
- D. The Contractor shall deliver to the Owner digital copies of all video recordings, still photos, and other media for the segments inspected. The files shall be accessible using commonly-installed software, or a viewer may be provided instead.
- E. All electronic records and digital files shall be provided to the Owner on a suitable data storage device (CD, DVD, hard drive, etc.) The devices shall be labelled to correspond with the hard copy inspection reports. Labels shall be permanent with complete project information.
- F. The Owner reserves the right to reject any or all televising and recording of sewer segments due to poor quality or clarity of defects. If necessary, the Contractor shall re-inspect those segments as determined by the Owner at no additional cost to the Owner.
- G. All video recordings, still images and reports shall become property of the Owner without restriction for copying, re-use or publication

#### 1.9 ACCEPTANCE

- A. A daily log of work accomplished shall be duly recorded and acknowledged by the Owner and the Contractor's superintendent.
- B. All inspection recordings and reports will be reviewed by the Owner. The Owner shall have the authority to reject all or any portion of recordings not conforming to Specifications. These areas shall be re-inspected at no additional charge.

#### 1.10 SAMPLE REPORTS

- A. Samples of the required reporting are located at the end of this Section.

## PART 2 PRODUCTS

### 2.1 INSPECTION EQUIPMENT

#### A. General:

1. Provide equipment as required for the proposed work to perform inspections of sewer mains, manholes and/or laterals. Laterals shall be inspected from mainline to property line or cleanout located in streets, street rights-of-way, and off road easements.
2. Equipment shall include but not be limited to portable CCTV equipment, vehicles capable of transporting TV equipment and accessing remote easements, cleaning equipment, and any additional equipment and supplies required to allow for communication between personnel and to maintain a safe working environment.
3. The Contractor shall have on site fans and/or blowers necessary to remove any fog or steam that may be present, during or caused by the inspection of the piping system. All cost incurred in the use of fans or blowers shall be considered incidental to this project. No inspection of pipe shall proceed while fog is present.
4. Necessary playback equipment shall be readily accessible in the field for Owner to perform periodic review of the inspection work.

#### B. Sewer Main CCTV:

1. All equipment used for televising sewer lines shall be of the highest quality and shall have high performance capabilities. It shall be operative in 100 percent humidity conditions and shall be specifically designed for the proposed work.
2. The CCTV camera shall be of the remotely operated pan and tilt type. The rotating camera and lighthouse configuration shall provide 240 degrees of pan and tilt angle measuring centerline to centerline and minimum 65-degree lens viewing angle.
3. The camera shall be color and shall provide a minimum of 460 lines of horizontal resolution and 400 lines of vertical resolution.
4. The color camera shall be equipped with the necessary circuitry to allow for either automatic or remote adjustment of the optical focus and iris from the power control unit at the viewing station.
5. Mounting: Cameras may be mounted on conventional camera skids, floating skids or rafts, or maybe handheld and carried manually through larger diameter sewers.
6. Lighting: Suitable to allow clear picture of entire inner pipe wall extending at least 10 feet in front, including black High Density Polyethylene (HDPE) pipe.
7. Image: Capable of self-righting itself.
8. Features: Equipment shall have a display feature capable of showing following information.
  - a. Project name.
  - b. Contractor's name.
  - c. Date and time of inspection.
  - d. Inside pipe diameter and type.
  - e. Manhole identification (upstream manhole to downstream manhole).
  - f. On-going footage counters accurate within 0.2 foot.
9. Operator narration capability: Follow NASSCO standards.
10. Recording of a single section of sewer onto two different media storage devices will not be acceptable. Each sewer segment shall be documented in a continuous video.

- C. Lateral CCTV:
  - 1. Shall conform to sewer main CCTV, except as modified herein and also be able to inspect laterals as small as 3-inches diameter for a distance of up to 70 feet from sewer mainline.
  - 2. Launched from within mainline sewer: Unit shall be mounted on tread tractor that moves through sewers and positions inspection camera launcher opposite lateral line connection.
  - 3. Launched from within cleanout: Unit shall be able to travel to mainline sewer.
  - 4. Shall be of the self-leveling type.
  - 5. Display shall include lateral address.
- D. Manhole CCTV.
  - 1. Color Video Camera:
    - a. Shall conform to sewer main CCTV, except as modified herein and also be specifically designed and constructed for this application.
    - b. Capable of capturing both video and high resolution stills.
    - c. High-resolution, pan and tilt or rotating head (manually performed or motor operated) with wide viewing angle lens and either automatic or remote focus and iris control.
    - d. Lighting: Suitable for use with digital color inspection cameras and manhole and structure sizes as identified in contract.
    - e. Operative in 100 percent humidity conditions.
- E. Software:
  - 1. Software for logging condition and feature coding shall conform to current NASSCO standards:
    - a. Sewer Mains: Follow PACP
    - b. Laterals: Follow LACP
    - c. Manholes: Follow MACP
  - 2. The software shall offer all coding compliant with PACP standards and validate each entry before it can be saved.
  - 3. The footage reading from the camera equipment shall be automatically entered into the survey log and shall directly correspond to the noted defect location throughout the pipe graphic and tabular reports generated.
  - 4. Software shall be compatible with Microsoft Windows operating system and shall be capable of importing and exporting data to and from the standard PACP database.
  - 5. Recorded audio-video files shall be in a format viewable by commonly available software, either directly or via export. Any additional software required viewing files in their native format shall be provided at no additional cost with the deliverables.

### PART 3 EXECUTION

#### 3.1 GENERAL

- A. The Contractor shall be responsible for securing the site and protection of the Owner's personnel and public. Any necessary traffic control shall be in accordance with the current Michigan Manual of Uniform Traffic Control Devices.

- B. All inspection and recording of sewer features and condition shall be in accordance with NASSCO standards.
- C. Unless otherwise noted, a sewer line shall be repaired or rehabilitated as specified in these Contract Documents prior to insertion of the television camera.
- D. Maintain sewer isolation by temporary plugging or bypass pumping, as required by the Contract Documents. Contractor shall conduct operations to prevent backups and sewer overflows, and coordinate all activities with Owner. Should bypass pumping be required, the Contractor shall have personnel witnessing the pumping continuously during operations to assure that the capacity of bypass pumping equipment is sufficient.
- E. For sewers impacted by wet weather, including storm sewers, combined sewers and sewers with significant inflow and/or infiltration, work shall be coordinated with weather forecasts. No work shall be scheduled within 24 hours before or after an anticipated precipitation event.
- F. The Contractor shall notify affected residents/businesses one day prior to starting cleaning and sewer inspection with a "Resident Notification Letter" informing the residents/businesses of the Contractor's activities and to provide contact information for the Contractor and Owner. The Contractor shall submit the letter for Owner review and approval prior to notification.
- G. The Owner shall have the authority to designate areas for which coverage may be added or omitted.

### 3.2 INSPECTION PREPARATION

- A. The Contractor shall be responsible for having the necessary camera skids, floats, and rafts available to allow for inspection in a manner acceptable to the Owner under live flow conditions. The following general criteria shall be followed:
  - 1. No inspections shall be performed where flow depths exceed 50% of pipe diameter without prior approval of the Owner.
  - 2. The maximum flow depth for remote inspection work is 33% of the pipe diameter. The Contractor may be required to perform inspections during off-peak hours (night inspections) if specifically requested by the Owner to achieve this maximum flow standard.
  - 3. No maximum flow depth has been established for manual (walk-through) inspections since depths in excess of one-third pipe will probably make such inspection methods unsafe.
  - 4. Pipes 60 inches in diameter and larger, and having flow depths of less than 20% of the pipe diameter, shall be manually inspected unless the Contractor provides the owner with reasons for deeming manual inspections to be impractical or unsafe.

### 3.3 INSPECTION METHOD FOR SEWER MAIN LINES

- A. All recording of the piping system shall be a continuous record from structure to structure. The camera shall be positioned at the center of the sewer pipe. All inspection shall be completed during times of dry weather flow, and the camera shall record in the same



direction as the flow. Inspection against the flow especially during high flow conditions must be approved by the Owner.

- B. The rate of speed shall be adjusted to produce a clear, concise record of the piping system and shall not exceed 30 feet per minute for conventional CCTV cameras. Travel shall stop for minimum of 10 seconds to record lateral connections, mainline connections, defects, features, and other observations. Advanced Digital Video Survey (DVS) inspection camera systems with high digital image recording resolution and lighting characteristics will be allowed to record at faster rates subject to Owner review and approval of images.
- C. The camera pan/tilt and zoom-in/zoom-out rates shall be controlled sufficient such that during playback all angles or magnifications may be viewed clearly. Lighting shall be sufficient to ensure true color and minimal glare/reflective distortions.
- D. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.
- E. If there is interference in the sewer line that will not allow the CCTV equipment to pass, then it shall be backed out of the line and an attempt shall be made to inspect the line from the manhole at the other end. If the entire length of the sewer line cannot be televised because of two or more obstructions, then the Owner shall be notified to determine how to proceed.

#### 3.4 INSPECTION METHOD FOR LARGER DIAMETER SEWER MAIN LINES ("WALKABLE")

- A. Manual inspections will be required in lines where conditions will allow the Contractor's inspection crew to safely walk through the sewer, and shall conform to the requirements for sewer main lines except as otherwise modified herein.
- B. Manual pipe inspections (walk-through inspections) shall be conducted in such a manner as to transmit the video signal to an above-ground viewing room to permit the Owner to watch the inspection work live on a color monitor in the viewing facility.
- C. Direct voice communication between the Owner, the in-pipe inspection personnel, and the recording technician in the above-ground unit shall be maintained at all times during the manual inspection work. Video recording equipment shall also be located above ground in the inspection truck and accurate, continuous footage readings shall be superimposed on the video recording of permanent record.
- D. The Contractor shall conform to all regulations and requirements for confined space entry, and shall prepare and submit a health and safety plan to the Owner prior to initiation of any work.
- E. The Contractor shall provide for coordination of flow control.

#### 3.5 INSPECTION METHOD FOR LATERALS

- A. Follow sewer main line procedure above, modified as follows:

1. Verify accessible cleanout exists near limits of inspection prior to performing internal inspection. Notify Owner if no cleanout is available.
2. Isolate section inspected by bypassing flow or turning off property water. Prevent backflow into laterals.

### 3.6 INSPECTION METHOD FOR MANHOLES

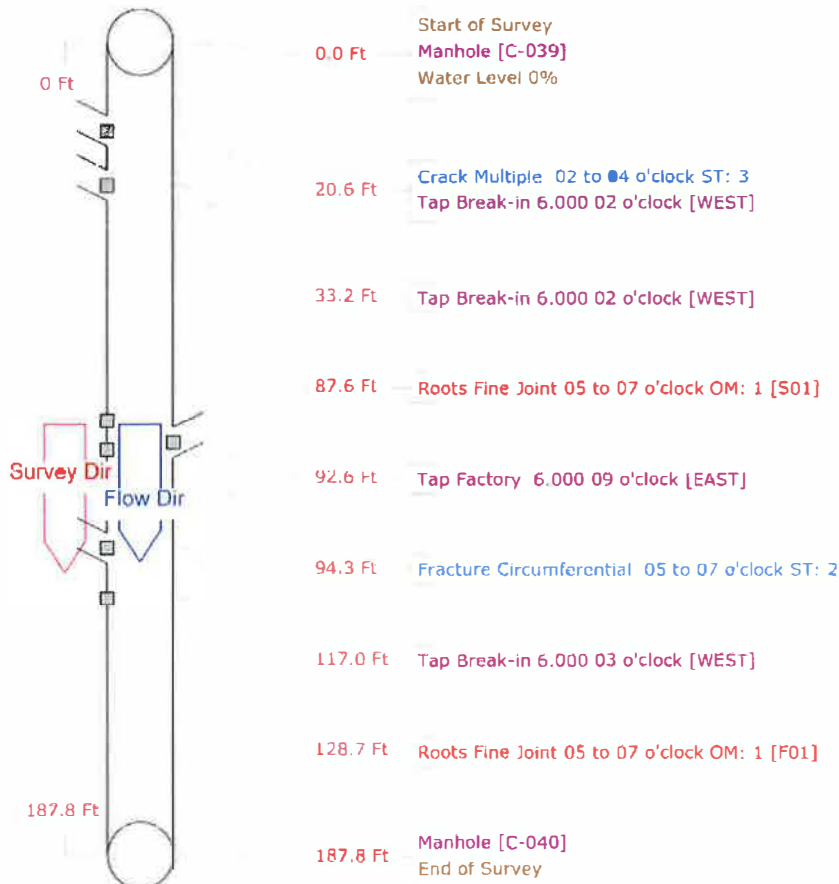
- A. Obtain still photos of exterior of manhole and surrounding area, and include manhole identification in photo. This may be done by placement of a whiteboard in the photo or post-editing of image to include the data.
- B. Interior manhole inspection
  1. Start at manhole rim in line with largest diameter outgoing pipe.
  2. Rotate camera clockwise until 360 degree panorama is complete. Provide still photos of noted defects and features following MACP. Lower camera two to three vertical feet and repeat procedure until bench invert is reached.
  3. Record vertical location of all defects and features and position in manhole. All photos and report logs shall include the manhole structure ID and location within manhole.

### 3.7 CLEANUP

- A. The Contractor shall be responsible to clean up any debris or spills during each day of work and restore conditions to existing as soon as possible.
- B. The Contractor shall be responsible for the disposal of personal protection equipment used during the work.

Pipe Graphic Report Owner Asset ID#

|                   |                                        |                          |                         |                                                                      |                |                 |                         |
|-------------------|----------------------------------------|--------------------------|-------------------------|----------------------------------------------------------------------|----------------|-----------------|-------------------------|
| Setup             | XXX                                    | Surveyor                 | XXX                     | Certificate #                                                        | XXX            | System Owner    | OWNER NAME              |
| Drainage          |                                        | Survey Customer          | OWNER NAME              |                                                                      |                |                 |                         |
| P/O #             |                                        | Date                     | YYYY/MM/DD              | Time                                                                 | HH:MM          | Street          | STREET NAME             |
| City              | LOCATION                               | Further location details | CAMERA IS HEADING SOUTH |                                                                      |                |                 |                         |
| Up                | ID #XXX                                | Rim to invert            |                         | Grade to invert                                                      |                | Rim to grade    | Ft                      |
| Down              | ID #XXX                                | Rim to invert            |                         | Grade to invert                                                      |                | Rim to grade    | Ft                      |
| Use               | Sanitary/Combined/Storm                | Direction                | Downstream              | Flow control                                                         | Not Controlled | Media No        | XXX                     |
| Shape             | Circular                               | Height                   | 18                      | Width                                                                | ins            | Preclean J      | Date Cleaned YYYY/MM/DD |
| Material          | Vitrified Clay Pipe                    | Joint length             |                         | Total length                                                         | Ft             | Length Surveyed | 187.80                  |
| Lining            |                                        | Year laid                |                         | Year rehabilitated                                                   |                | Weather         | Dry                     |
| Purpose           | Capital Improvement Program Assessment | Cat                      |                         |                                                                      |                |                 |                         |
| Additional info   |                                        |                          |                         | <div>Structural</div> <div>O &amp; M</div> <div>Constructional</div> |                |                 |                         |
| Location          | Light Highway                          |                          |                         |                                                                      |                |                 |                         |
| Project           | PROJECT NAME                           |                          |                         |                                                                      |                | Work Order      |                         |
| Northing          |                                        | Easting                  |                         |                                                                      |                | Elevation       |                         |
| Coordinate System |                                        |                          |                         |                                                                      |                | GPS Accuracy    |                         |



Tabular Report **Owner Asset ID#**

|                                                |                                                  |                                                                                                                                                                                                             |                                |
|------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Setup <b>XXX</b>                               | Surveyor <b>XXX</b>                              | Certificate # <b>XXX</b>                                                                                                                                                                                    | System Owner <b>OWNER NAME</b> |
| Drainage                                       | Survey Customer <b>OWNER NAME</b>                |                                                                                                                                                                                                             |                                |
| P/O #                                          | Date <b>YYYY/MM/DD</b>                           | Time 17:10                                                                                                                                                                                                  | Street <b>STREET NAME</b>      |
| City <b>LOCATION</b>                           | Further location details CAMERA IS HEADING SOUTH |                                                                                                                                                                                                             |                                |
| Up <b>ID #XXX</b>                              | Rim to invert                                    | Grade to invert                                                                                                                                                                                             | Rim to grade Ft                |
| Down <b>ID #XXX</b>                            | Rim to invert                                    | Grade to invert                                                                                                                                                                                             | Rim to grade Ft                |
| Use <b>Sanitary/Combined/Storm</b>             | Direction Down                                   | Flow control Not Controlled                                                                                                                                                                                 | Media No <b>XXX</b>            |
| Shape Circular                                 | Height 18                                        | Width ins                                                                                                                                                                                                   | Preclean J                     |
| Material Vitrified Clay Pipe                   | Joint length                                     | Total length                                                                                                                                                                                                | Date Cleaned <b>YYYY/MM/DD</b> |
| Lining                                         | Year laid                                        | Year rehabilitated                                                                                                                                                                                          | Length Surveyed 187.8          |
| Purpose Capital Improvement Program Assessment | Cat                                              | Weather Dry                                                                                                                                                                                                 | Pressure                       |
| Additional info                                |                                                  | <input type="checkbox"/> Structural<br><input checked="" type="checkbox"/> Miscellaneous<br><input type="checkbox"/> S & M<br><input type="checkbox"/> Hydraulic<br><input type="checkbox"/> Constructional |                                |
| Location Light Highway                         | Work Order                                       |                                                                                                                                                                                                             |                                |
| Project <b>PROJECT NAME</b>                    | Easting                                          |                                                                                                                                                                                                             |                                |
| Northing                                       | Elevation                                        |                                                                                                                                                                                                             |                                |
| Coordinate System                              | GPS Accuracy                                     |                                                                                                                                                                                                             |                                |

| Count Video | CD  | Code | Grade                    | In1   | In2 | % | JntFr | To | ImRef | Remarks |
|-------------|-----|------|--------------------------|-------|-----|---|-------|----|-------|---------|
| 0.0         |     | ST   | Start of Survey          |       |     |   |       |    |       |         |
| 0.0         |     | AMH  | Manhole                  |       |     |   |       |    |       | C-039   |
| 0.0         |     | MWL  | Water Level              |       |     | 0 |       |    |       |         |
| 20.6        |     | CM   | Crack Multiple           | 3     |     |   |       | 02 | 04    |         |
| 20.6        |     | TB   | Tap Break-in             | 6.000 |     |   |       | 02 |       | WEST    |
| 33.2        |     | TB   | Tap Break-in             | 6.000 |     |   |       | 02 |       | WEST    |
| 87.6        | S01 | RFJ  | Roots Fine Joint         | 1     |     |   | J     | 05 | 07    |         |
| 92.6        |     | TF   | Tap Factory              | 6.000 |     |   |       | 09 |       | EAST    |
| 94.3        |     | FC   | Fracture Circumferential | 2     |     |   |       | 05 | 07    |         |
| 117.0       |     | TB   | Tap Break-in             | 6.000 |     |   |       | 03 |       | WEST    |
| 128.7       | F01 | RFJ  | Roots Fine Joint         | 1     |     |   | J     | 05 | 07    |         |
| 187.8       |     | AMH  | Manhole                  |       |     |   |       |    |       | C-040   |
| 187.8       |     | FH   | End of Survey            |       |     |   |       |    |       |         |

187.8 Ft Total Length Surveyed

|        |             |                |                        |                   |
|--------|-------------|----------------|------------------------|-------------------|
| Scores | Structural: | Pipe Rating 5  | Pipe Ratings Index 2.5 | Quick Rating 3121 |
|        | O&M:        | Pipe Rating 8  | Pipe Ratings Index 1.6 | Quick Rating 1500 |
|        | Overall:    | Pipe Rating 13 | Pipe Ratings Index 1.9 | Quick Rating 3121 |

Contractor Logo/Name, Address and Contact Information

Project: XXX Owner: XXX System: XXX  
Project Start Date: YYYY/MM/DD Date of Report: XXX  
Project End Date: YYYY/MM/DD  
Total Number of Setups: XXX Total lft scheduled: XXX Total lft completed: XXX

CCTV Defects by Inspection Report

| Setup # | Owner Pipe ID# | Location |       |                  |                     | Structural |        |           | O&M               |       |                        | Misc            |                  | NASSCO Scoring          |                          |                      |                              |                               |                           |
|---------|----------------|----------|-------|------------------|---------------------|------------|--------|-----------|-------------------|-------|------------------------|-----------------|------------------|-------------------------|--------------------------|----------------------|------------------------------|-------------------------------|---------------------------|
|         |                | From MH  | To MH | Diameter, Inches | Surveyed Length, ft | Sags       | Cracks | Fractures | Deposits Attached | Roots | Tap Break In Obtruding | Material change | Survey Abandoned | Structural Quick Rating | Maintenance Quick Rating | Overall Quick Rating | Structural Pipe Rating Index | Maintenance Pipe Rating Index | Overall Pipe Rating Index |
| 1       | C040P          | C039     | C040  | 18               | 187.8               |            | 1      | 1         |                   | 8     |                        | 1               |                  | 3121                    | 1500                     | 3121                 | 2.5                          | 1.6                           | 1.9                       |
| 2       | C041P          | C040     | C041  | 10               | 40.0                |            |        |           | 2                 |       | 4                      |                 |                  | 0000                    | 2600                     | 2600                 | 0.0                          | 2.0                           | 2.0                       |
| 3       | C042P          | C041     | C042  | 10               | 63.5                |            |        | 1         |                   |       |                        |                 |                  | 4100                    | 0000                     | 4100                 | 4.0                          | 0.0                           | 4.0                       |
| 4       | C043P          | C042     | C043  | 10               | 64.7                |            |        |           |                   |       |                        |                 | 1                |                         |                          |                      |                              |                               |                           |
| 5       | C044P          | C043     | C044  | 10               | 80.2                | 1          |        | 1         |                   |       |                        |                 |                  | 4121                    | 0000                     | 4121                 | 3.0                          | 0.0                           | 3.0                       |

Contractor Logo/Name Contact Information

END OF SECTION



**SECTION 2708**

**RESIN IMPREGNATED FLEXIBLE FABRIC LINE AND  
CURED-IN-PLACE PIPE (GRAVITY FLOW)**

**PART 1 GENERAL:**

**1.1 SUMMARY**

- A. This Section shall include all work, materials, labor, and equipment necessary to provide for rehabilitating gravity flow sewer pipelines by the installation of a resin-impregnated flexible tube that will cure into a hard impermeable cured-in-place pipe (CIPP) that shall extend from end to end in a continuous, tight-fitting, watertight pipe-within-a-pipe.
- B. Related Requirements
  - 1. Section 02704 – Internal Sewer Inspection
  - 2. Section 02751 – Cleaning of Sewer Lines

**1.2 MEASUREMENT AND PAYMENT**

- A. **Sewer Lining, \_\_\_\_" RIFI-CIPP.....Foot**  
Sewer Lining shall be paid for at the contract bid price per linear foot for actual linear footage of cured-in-place pipe installed in the field, complete in place using the RIFI method, for the size of pipe installed. Measurement shall be from center of structure to center of structure. Payment for the cured-in-place pipe shall also include the cost of sealing the pipe in the manholes, reworking the manhole inverts and benches, and all required testing.
- B. **Sewer Lining, Pre-Liner, \_\_\_\_" RIFI-CIPP.....Foot**  
Sewer Lining shall be paid for at the contract bid price per linear foot for actual linear footage of cured-in-place pipe installed in the field, complete in place using the RIFI method, for the size of pipe installed. Pre-liner installation will be dependent upon infiltration conditions found during construction; where installation of the pre-liner is requested by the Contractor in advance of the final liner system. Use of pre-liner shall not affect the design of the final liner system. Measurement shall be from center of structure to center of structure. Payment for the cured-in-place pipe shall also include the cost of sealing the pipe in the manholes, reworking the manhole inverts and benches, and all required testing.
- C. **Cut/Grind Protruding Sewer Leads, [type of sewer lead material] .....Ea**  
Cut/grind Protruding Sewer Leads shall be paid for at the contract bid price for the full removal of each service lead excessively protruding more than one inch into the pipe, regardless of the amount of cutting/grinding necessary for removal. Payment for the removal of the protruding sewer leads shall also include the cost of removing the remnants of the protruding sewer lead and cleaning the affected area. Separate pay items have been established for the various types of sewer lead materials that are anticipated to be encountered.

- D. **Cut/Grind Root Intrusion.....Ea**  
Cut/grind Root Intrusion shall be paid for at the contract bid price for the full removal of each root intrusion at a distinct location (joint, lateral connection, crack) that could not be sufficiently removed following standard cleaning and heavy cleaning methods, and where use of a mechanical or robotic cutter or grinder is necessary to complete the removal. Payment for the removal of the root intrusion shall also include the cost of removing the remnants of the protruding sewer lead and cleaning the affected area.
- E. **Cut/Grind Mineral Deposit.....Ea**  
Cut/grind Mineral Deposit shall be paid for at the contract bid price for the full removal of each mineral deposit at a distinct location (joint, lateral connection, crack) that could not be sufficiently removed following standard cleaning and heavy cleaning methods, and where use of a mechanical or robotic cutter or grinder is necessary to complete the removal. Payment for the removal of the mineral deposit shall also include the cost of removing the remnants of the protruding sewer lead and cleaning the affected area.
- F. The following work items shall be included in the contract bid price per linear foot for **Sewer Lining, \_\_\_\_" RIFI-CIPP**, unless otherwise described and provided for in the Proposal:
1. Design of required liner thickness for each sewer segment, and necessary submittals
  2. Pre-installation cleaning of sewer lines and debris disposal
  3. Identification of existing live taps
  4. Traffic Control
  5. Styrene Odor Control Plan
  6. Bypassing of flow
  7. Installing clean-outs on laterals in areas of high groundwater, and bypassing flow from the clean-outs when necessary
  8. Cured-in-place (CIPP) sewer pipe installation, including required testing
  9. Air Testing (sampling and measuring of styrene odors)
  10. Removal of line obstructions
  11. Proper disposal of cure water
  12. Sampling and testing of cured-in-place pipe
  13. Post installation T.V. inspection with PACP coding
  14. Clean-up
  15. Reinstall Lateral Connection
  16. All additional items described herein as incidental to the work.
- G. Any additives, resin modifications, installation methods, or other changes in work necessary to reduce styrene odors shall be indicated in the Styrene Odor Control Plan and shall be included in the contract bid price per linear foot for **Sewer Lining, \_\_\_\_" RIFI-CIPP** whether part of operations as initially planned or in response to styrene presence threshold being exceeded or complaints from odors.

### 1.3 REFERENCES

- A. Abbreviations and Acronyms
1. CIPP – Cured-in-Place Pipe
  2. ITCP – Inspector Training Certification Program
  3. PACP – Pipeline Assessment and Certification Program (most current version)
  4. RIFI – Resin-Impregnated Fabric Inversion Liner

**B. Reference Standards**

1. ASTM D 790 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
2. ASTM D 5813 – Standard Specification for Cured-in-Place Thermosetting Resin Sewer Piping Systems
3. ASTM F 1216 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
4. ASTM F 1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe
5. ASTM F 2019 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)
6. ASTM F 2994 – Standard Practice for Utilization of Mobile, Automated Cured-In-Place Pipe (CIPP) Impregnation Systems
7. All work shall comply with the reference standards unless specifically stated otherwise in the Specification.
8. References to standards which are made part hereof shall be latest edition thereof.

**1.4 ADMINISTRATIVE REQUIREMENTS**

**A. Access**

1. Determine locations of appropriate access points (manholes) for cured-in-place pipe installation.
2. Obtain access rights from private property owners when access across private property is necessary to reach access manholes due to easement congestion which limits equipment travel within existing easements, unless provided by Owner.

**B. Coordination**

1. Provide adequate notification of work to private property owners that are connected to the sewer being lined whose building laterals will be out of service during the cured-in-place pipe installation, curing, and restoration processes.
2. Notification shall;
  - a. Be in writing via door hanger, door flier, or U.S. Mail given 24 hours but no more than 48 hours in advance of service loss (excluding weekends and holidays)
  - b. Clearly state purpose of the work.
  - c. Advise all affected customers against water usage until the sewer line is placed back in service.
  - d. Clearly state the potential consequences of using wastewater generating facilities during the time the building sewer service will be out of service.
  - e. Include a 24-hour contact telephone number for questions regarding the work.
3. Limit service outage for any property served by the sewer to no more than 24 hours.

**C. Prepare a Styrene Odor Control Plan to minimize project specific styrene odors at the project site and surrounding areas.**

1. Submit with Bid Proposal
2. Styrene odor control plan will be used to evaluate the qualifications of the bidder.

- D. Collect and dispose of cure water to an Owner approved location when lining sewers that discharge to open waterways.
- E. Restore all property in the project work area to a condition equal to or better than existing following completion of construction.
- F. Final acceptance of each line segment is contingent on completion and acceptance of sample testing and receipt and approval of post-installation T.V. inspection.

#### 1.5 PROJECT WORK PLAN

- A. Prepare a Project Work Plan (PWP) in advance of the pre-construction meeting which clearly defines the CIPP product delivery in conformance with the requirements of the Contract Documents. The PWP shall at minimum contain:
  - 1. Detailed installation plan describing all work necessary and appropriate for a complete CIPP installation.
  - 2. Installation method, sequencing and schedule.
  - 3. Schedule of Submittals.
  - 4. Bypass pumping plan.
  - 5. Traffic control plan
  - 6. Engineering design calculations to for each length of cured-in-place pipe to be installed including the thickness of each proposed CIPP.
  - 7. Detailed public notification plan.
  - 8. Project contact list and defined responsibilities.
  - 9. Proposed procedures for product sampling and testing.
  - 10. Sample field documentation forms, reports, and logs.
  - 11. Outline of specific repair or replacement procedures for potential defects that may occur in the installed CIPP.
- B. Compensation for all work required for the preparation of the PWP shall be included in the cost of the project.

#### 1.6 SUBMITTALS

- A. Provide all submittals in a timely manner, considering a reasonable review time, and possible resubmittals for corrections if found to not be compliant with these Specifications. Completion of submittal reviews, and review of resubmittals, shall not be a basis for any delay claims.
- B. CIPP Liner Design
  - 1. Provide preliminary design of CIPP liner with bid
  - 2. Provide secondary design of CIPP liner if necessary after pre-lining inspection
  - 3. Furnish certified design calculations stamped by a registered professional engineer prior to liner manufacture.
- C. Liner Tube data
  - 1. Manufacturer
  - 2. Description of product components
  - 3. Technical data sheets
  - 4. Certified information from manufacturer of the liner tube's nominal void volume.

- D. Liner Tube Coating
  - 1. Material safety data sheets (MSDS)
  - 2. Technical data sheets
  - 3. Recommended repair (patching) procedure, if applicable
  - 4. Design thickness
- E. Raw Resin data
  - 1. Manufacturers of all formulated resin components: resin, catalysts, fillers, additives, and monomers.
  - 2. Description and percentage utilization of each component for the resin formulation proposed.
  - 3. Technical data sheets for all formulated resin components
  - 4. MSDS for all formulated resin components
- F. Site Samples
  - 1. Provide flexural and tensile testing reports of CIPP samples from the last three (3) projects in which testing was completed.
  - 2. Provide copies of design thickness calculations for the cured-in-place pipe from the flexural and tensile testing reports.
- G. Manufacturers' shipping, storage and handling recommendations for all components of the CIPP system.
- H. Proposed tube wet-out and cure method, including:
  - 1. A complete description of the proposed wet-out procedure for the proposed technology.
  - 2. When epoxy resins are utilized, manufacturer's certification of compliance with ASTM F2994
  - 3. CIPP manufacturer's recommended installation and cure method - for each diameter and thickness of the CIPP to be installed.
- I. Licensed Testing Company to perform third-party flexural properties testing on representative samples collected from the installed CIPP.
- J. Personnel Certifications
  - 1. Documentation of PACP certified personnel assigned to pre- and post-inspection televising of pipelines
  - 2. Documentation of ITCP certified personnel assigned to project.
- K. Styrene Odor Control Plan
  - 1. Method to continually monitor styrene resin odors in the project area during the liner installation, inversion, and curing process
  - 2. Method to contain styrene resin odors from the liner container truck.
  - 3. Method to contain styrene odors during CIPP liner installation and curing.
  - 4. Method to contain styrene resin odors from inversion water discharging after CIPP curing completion.
  - 5. Name of the equipment for sampling and measuring styrene odors.
  - 6. Sample Resident Notification Letter, addressing the issue of styrene odors and providing educational information on how to avoid the odors and what to do if the odors are present in a home/business/school.
  - 7. Procedures for notifying schools, hospitals, and businesses impacted.



8. Procedures for work progress should maximum permissible styrene odor levels be exceeded.

#### 1.7 QUALITY ASSURANCE

- A. The Contractor shall carry out his operations in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces.
- B. Products used in the Work identified herein shall be produced by manufacturers regularly engaged in the manufacture of cured-in-place liners for municipal water systems and with a history of successful production acceptable to the Owner.
- C. Verification of Pipeline Inside Diameter
  1. Prior to manufacture of the CIPP, the Contractor is responsible for verifying the inside diameter of the pipeline to be rehabilitated to assure a tight-fitting cured-in-place pipe is installed.
  2. Sections of liner with visual defects, continuous or intermittent inward folding, or overlapping of excess liner material will be rejected, refer to "Section 3.13 – Non-Conforming Work" for acceptance criteria.
  3. Provide a liner with a transition section in cases where the internal diameter of the pipe changes significantly.
- D. Styrene Odor Control Monitoring
  1. Read and record styrene levels every one (1) hour with a Drager Tube or approved equal.
  2. Measure styrene levels a maximum of 10 feet away from the inversion manhole while liner is being inverted and cured.
  3. Notify Owner and implement procedures for work progress should styrene level readings exceed 50 ppm or resident complaints of excessive styrene odors are filed.
- E. Minimum Qualifications
  1. The installing Contractor shall be licensed by the CIPP lining system Manufacturer and shall have successful experience in the installation of CIPP lining systems in municipal wastewater systems.
    - a. Provide a copy of the license/agreement or letter from the CIPP Manufacturer that certifies the use and installation of the CIPP lining system by the Contractor.
    - b. The Contractor shall be familiar with the specified requirements and methods needed for proper performance of the liner system in accordance with the Work specified herein.
  2. Contractor's Field Supervisor Foreman: Minimum five (5) years of continuous experience as a foreman/superintendent for a CIPP installation crew
  3. Minimum CIPP installations of the proposed method by the Contractor in the past five (5) years:

| Pipe Diameter Range | Required Performance<br>(inch-miles) |
|---------------------|--------------------------------------|
| Up to 18-inch       | 1,000                                |
| 18-inch to 36-inch* | 200                                  |
| 36-inch and larger* | 50                                   |

\* if in Contract

4. All CCTV work shall be performed under the supervision of personnel trained and certified in the use of NASSCO's PACP for the inspection of sewer mains.

## PART 2 PRODUCTS:

### 2.1 CIPP MATERIALS

#### A. Liner tube

1. Shall consist of one or more layers of flexible needled felt or an equivalent absorbent non-woven or woven felt fabric, felt/fiberglass or fiberglass that when installed will tightly fit the internal circumference of the existing conduit.
2. Meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813, ASTM F2019 or ASTM F2994 whichever is compatible with the CIPP system proposed.
3. Capable of absorbing and carrying resins
4. Constructed to withstand installation pressures and curing temperatures
5. Have sufficient strength to bridge missing pipe segments
6. Have the ability to stretch to fit irregular pipe sections, negotiate minor bends, and dimple at any service or branch connection.
7. Uniform in thickness and, when subjected to installation pressures, will meet or exceed the designed finish wall thickness in accordance with ASTM F1216, Section 8.6.
8. Mark liner tube for distance at regular intervals along its length, not to exceed 5 feet, and include the CIPP Manufacturers name or identifying symbol (brand).

#### B. Thermosetting Resin System

1. Corrosion resistant unsaturated, isophthalic polyester or vinyl ester thermoset resin and catalyst system or epoxy resin and hardener that is compatible to the installation process and when properly cured within the tube composite meets the requirements of ASTM F 1216, ASTM F 1743 or ASTM F 2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project.
2. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.
3. Formulate the resin system for the subject project;
  - a. Viscosity shall be conducive to its being saturated into the void space of the tube's matrix,
  - b. Thixotropy shall be adjusted to minimize its migration during the tube installation process.
4. The pot life of the catalyzed resin system should be such that it provides a reasonable timeframe for the tube to be installed.
5. If necessary, add a dye (pigment), approved by the CIPP manufacturer, to the catalyst or resin to allow visual verification that the liner tube has been thoroughly wet-out.
6. Resins that are expired are not permissible; ensure the resin system to be used is within the resin manufacturer's recommended shelf life.

- C. Corrosion Resistance
  - 1. Furnish a corrosion resistant, unsaturated, isophthalic polyester or vinyl ester thermoset resin and catalyst system, or epoxy and hardener compatible with the process that provides cured physical strengths specified herein.
  - 2. The installed CIPP shall have a long term (50 years) corrosion resistance to typical chemicals found in domestic sewage.
- D. Chemical Resistance
  - 1. Provide in accordance with the requirements of ASTM F1216, Appendix X2.
    - a. Testing for chemical resistance shall be at the Owner's request.
    - b. Costs for chemical resistance testing to be borne by the Owner.
  - 2. The pipe within-a-pipe, when cured, shall be chemically resistant to withstand internal exposure to sewage gases containing hydrogen sulfide, carbon monoxide and dioxide, methane gas, dilute sulfuric acid, and external exposure to soil bacteria and chemical attack which may be due to materials in the surrounding ground or sewage within.
  - 3. The finished CIPP shall be fabricated from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage.
- E. The color of the interior liner surface shall be light reflective and pre-approved by the Owner, to allow for adequate post installation inspection by closed circuit television.
- F. Styrene Chemicals
  - 1. Use minimal styrene chemicals for the CIPP resin to minimize styrene odors in residential homes and business office.
  - 2. The maximum level of released styrene shall not exceed 50 ppm.
  - 3. Where specified for use on the Plans, or as directed by the Owner, provide vinyl ester resin free of styrene, VOC's and HAP's, or epoxy resin.

## 2.2 PHYSICAL STRENGTH

- A. The CIPP system shall conform to the minimum initial structural standards, as listed below.

|                                | <u>Standard</u> | <u>Minimum Required</u> |
|--------------------------------|-----------------|-------------------------|
| Flexural Strength              | ASTM D 790      | 4,500 psi               |
| Flexural Modulus of Elasticity | ASTM D 790      | 250,000 psi             |

Note: Samples from the project shall be taken and tested in accordance with Section 8 of ASTM F 1216 using either method. See Section 3.8, "Site Quality Control" of this Specification.

## 2.3 DESIGN

- A. Provide measurement verification of the inside diameter of each pipeline to be rehabilitated signed by the installer of the CIPP with the design calculations.
- B. Design CIPP wall thickness in accordance with Appendix X1, of ASTM F 1216 using the **fully deteriorated** pipe condition.
- C. Design for a minimum fifty (50) year service life under continuous loading conditions.

- D. Design such that the net inside diameter of the rehabilitated sewer is as large and smooth as possible.
- E. Furnish design calculations **for each run of pipe to be lined** (i.e. manhole to manhole) based on site-specific parameters (diameter, depth, ovality, etc.) and soil modulus and groundwater table levels to be reviewed by the Engineer.
  - 1. All calculations shall be signed and sealed by a Registered Professional Engineer.
  - 2. Multiple runs of the same diameter pipe may be included under a single design calculation if the remaining site-specific parameters do not exceed the parameters assumed in the calculation.
    - a. Include site-specific parameters of each run included in the single design calculation.
- F. Minimum CIPP liner thickness, unless otherwise specified, shall be determined utilizing design procedures outlined in ASTM F1216, Appendix X1, mechanical properties provided by the CIPP Manufacturer, and the following project specific design assumptions:
  - 1. Existing sewer is fully deteriorated
  - 2. Existing sewer is considered to have 2% ovality in circumference at a minimum
  - 3. CIPP is subjected to a full soil load of 120 lbs/cft at a minimum
  - 4. CIPP is subjected to traffic loads as calculated by AASHTO HS-20-44 Highway Loading over a flexible pavement for sewer segment subject to vehicular traffic.
  - 5. Use 700 psi for modulus of soil reaction for pipe zone backfill at a minimum
  - 6. Use a groundwater elevation at five feet below existing surface elevation or two feet above the top of pipe, at a minimum, whichever yields a higher groundwater loading condition.
  - 7. All calculations shall be signed and sealed by a Registered Professional Engineer in the State of Michigan.
- G. Submit price proposal for the length and size of pipeline specified assuming the finished liner is continuous over the entire length of the liner insertion run between manholes.
- H. Should pre-lining inspection reveal the sewers to be in substantially different conditions than those in the design considerations, the Contractor shall submit a "secondary design" to request such changes in CIPP wall thickness, supporting such request with revised design computations signed and sealed by a Registered Professional Engineer.
  - 1. Submit secondary design only upon authorization from the Owner.
  - 2. Determine costs to perform a secondary design and install a liner that differs from what was proposed during the bidding process in accordance with the contracting requirements of the Owner, prior to completing the work.

### PART 3 EXECUTION:

#### 3.1 PRE-INSTALLATION

- A. The following procedures shall be adhered to unless otherwise approved by the Owner's representative.
- B. Pre-Installation Cleaning of Sewer Lines
  - 1. Remove all internal debris out of the sewer line that would prevent proper installation of the CIPP.

2. Refer to Section 02751 for the minimum requirements for cleaning of sewer lines
  - a. Deliverables specified are not required.
- C. Pre-Installation Inspection of Pipelines
  1. Inspect pipeline to determine the location of any conditions which may prevent proper installation of the fabric lining into the pipelines, and it shall be noted so that these conditions can be corrected.
  2. Refer to Section 02704 for the minimum requirements for inspection of pipelines
    - a. Deliverables specified are not required for the pre-inversion inspection
- D. Locate Service Connections
  1. Record location of all service connections.
  2. Determine capped and unused services with Owner.
  3. Establish service connections to reinstate
    - a. All service connections are to be reinstated unless otherwise directed by the Owner.
    - b. Coordinate with the Owner any service connections that are not to be reconnected.
    - c. Record plan for all service connections
  4. Refer to sample Service Connection Documentation Form that follows this Section.
- E. Bypassing Sewage
  1. Provide for the bypass pumping of sewage around the section or sections of pipe being installed.
    - a. Bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or alternate system.
    - b. The pump and bypass lines shall be of adequate capacity and size to handle all the anticipated flow.
    - c. If pumping into alternate system, review system capacity to determine if it has adequate capacity to handle the additional flow.
  2. Provide for the bypass pumping of sewage and groundwater from service laterals connected to section of cured-in-place pipe being installed.
    - a. Required in areas where groundwater elevations at time of construction are above the adjoining footing drain elevations.
    - b. Install PVC clean-out using hydro-excavation equipment, or other means as approved by the Owner.
  3. The Contractor shall take adequate precautions to assure that no backup of sewage into basement drains occurs during installation.
    - a. Monitoring of the surcharge levels during pumping operations is required 24 hours per day, 7 days per week.
    - b. The Contractor shall be fully responsible for any damages resulting from their operations.
  4. All costs associated for the bypass pumping of sewage around the section or sections of CIPP being installed shall be included in the unit price bid for **Sewer Lining, \_\_\_" RIFI-CIPP** unless separate pay items are included in the Proposal for the work described.



- F. Line Obstructions
  - 1. Clear line obstructions such as solids, dropped joints, protruding service connections or collapsed pipe that will compromise the proper installation of the CIPP lining.
  - 2. Remove service leads excessively protruding into the pipe more than 5% of the pipe's internal diameter.
    - a. Use a remote saw cutter or similar method, subject to the approval of the Engineer.
  - 3. If inspection reveals an obstruction that cannot be removed by remote internal type equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner prior to the commencement of the work and shall be considered as a separate pay item.
- G. Owner's Review of Pre-Lining CCTV Videos
  - 1. Submit pre-installation inspection videos and reports of sewers to be lined a minimum one (1) week prior to planned lining.
  - 2. No sewers are to be lined until the Owner has authorized the Contractor to proceed with the CIPP installation.
- H. Contractor's Review of Pre-Lining CCTV Videos
  - 1. Review the pre-installation inspection videos and reports of sewers to be lined.
  - 2. Determine if the condition of the host pipe is acceptable to receive the CIPP installation.
  - 3. Submit a "secondary design" should the pre-installation inspection reveal the sewers to be in substantially different conditions than those in the design considerations
  - 4. Install pre-liner, per manufacturer's recommendation, where the host pipe material is not compatible with the proposed CIPP product; include this work in "secondary design" submittal.
- I. Prior to any lining, the Contractor shall certify to have a minimum of two (2) complete working systems for reconnecting services available for use on this project.

### 3.2 RESIN IMPREGNATION

- A. Designate a location where the uncured resin in the original containers and the unimpregnated tube will be vacuum impregnated prior to installation.
  - 1. Impregnation to be performed in a regulated, quality controlled facility in accordance with local ordinances.
  - 2. Allow the Owner to inspect the materials and "wet out" procedure.
  - 3. Utilize a resin and catalyst system compatible with requirement of this method.
- B. Document the volume of resin placed in each tube and the volume of resin indicated by the tube's manufacturer for a complete filling of the void space.
  - 1. Call to the attention of the Owner/Engineer any tube failing to accept the full amount of resin per the tube manufacturer's specifications prior to installation to allow for a visual inspection.
  - 2. Tube's failing to accept at least 95% of the prescribed resin amount shall be reviewed by the manufacturer and certified to the Owner/Engineer of its acceptability for use prior to its installation.

- C. Prepare a "Wet Out Report" for each liner
  - 1. CIPP systems conforming to ASTM F2994 shall provide wet out reports to the Owner for each installation in digital format.
  - 2. Record wet out quantities on the "Wet Out Report".
  - 3. Submit to the Owner or Owner's representative with each liner delivery.
  - 4. Refer to a sample "Wet Out Report" that follows this Section.

### 3.3 INSTALLATION OF CIPP (INVERSION METHOD)

- A. Pressurized air liner inflation/steam is prohibited in sewers greater than 12 inches in diameter, unless otherwise indicated.
- B. Provide manufacturer calculated minimum pressure required to hold the tube tight against the existing conduit and maximum allowable pressure so as to not damage the tube.
- C. Install resin-impregnated tube in accordance with ASTM F 1216.
  - 1. Maintain pressures between manufacturer minimum and maximum allowable pressures until the installation is complete.
- D. Take suitable precautions to eliminate hazards to personnel in the proximity of the construction when pressurized air is being used.

### 3.4 INSTALLATION OF CIPP (PULLED-IN-PLACE METHOD)

- A. Pressurized air liner inflation/steam or UV curing is prohibited in sewers greater than 12 inches in diameter, unless otherwise indicated.
- B. Provide manufacturer calculated minimum pressure (height of water column) required to hold the tube tight against the existing conduit and maximum allowable axial and longitudinal tensile stresses so as not to overstress the felt fiber.
- C. Perforate the outer impermeable membrane of the resin-impregnated tube prior to pulling the tube in place.
  - 1. Install perforations using a perforating roller device, after fabric tube impregnation.
  - 2. Perforate the tube at the point of manufacture.
  - 3. Perforations shall be made on both sides of the lay-flat fabric tube covering the full circumference with a spacing no less than 1.5 inches apart and slits a minimum of 0.25 inches long.
- D. Install resin-impregnated tube in accordance with ASTM F 1743 or ASTM F 2019.
  - 1. Utilize a power winch to pull the wet-out fabric tube in place.
    - a. Provide a measurement device on the winch or cable to monitor the pulling force.
    - b. Measure the overall elongation of the fabric tube after pull-in completion.
  - 2. Pressurize the resin impregnated tube using the hydrostatic head calibration hose inversion method.
  - 3. Alternative methods of resin impregnated tube installation require Owner approval prior to use.
  - 4. Utilize a lubricant during installation of the resin impregnated tube.

- E. Take suitable precautions to eliminate hazards to personnel in the proximity of the construction when pressurized air is being used.

### 3.5 CURING (NON-U/V APPLICATIONS)

- A. Required Curing Parameters (for both steam and heated water)
  - 1. Provide the temperature required to affect a cure of the resin as recommended by the resin manufacturer.
  - 2. Provide manufacturer estimated maximum and minimum pressures required to hold the flexible tube tight against the existing conduit during the curing process.
- B. Cure the CIPP in accordance with ASTM F 1216 and ASTM F 1743.
  - 1. Fit the heat source with suitable monitors to gauge the temperature of the incoming and outgoing water supply.
  - 2. Place an additional gauge within the impregnated tube and also at the pipe invert at the remote manhole to determine the in place liner temperature during cure.
  - 3. Comply with recommendations from resin manufacturer for water temperature in the line during the cure period.
- C. Prepare a CIPP "Curing Report" for each CIPP installation.
  - 1. Log actual temperature readings at various time increments as noted in the "Curing Report" during the curing process.
  - 2. Submit to the Owner/Engineer upon request.
  - 3. Refer to a sample "Curing Report" that follows this Section.

### 3.6 COOL-DOWN

- A. Cool the new CIPP in accordance with ASTM F 1216 and ASTM F 1743.
- B. Take care in the release of the static head or air pressure so as not to develop a vacuum that could damage the newly installed CIPP.

### 3.7 SEALING CIPP

- A. Seal the manhole walls, at all manhole inverts in accordance with CIPP system manufacturer's recommendations.
- B. Assure completed liner terminations are free of rough edges with smooth transition into the receiving structure.
- C. Seal shall be of a resin mixture compatible with the installed liner system.

### 3.8 SERVICE CONNECTIONS

- A. After the cured-in-place pipe has been installed, reconnect existing active house lead connections.
  - 1. Cut a relief hole through the liner at each opening to relieve any water that has accumulated in the leads during the lining process.
  - 2. Complete reconnections without excavation, and in the case of non-man entry pipes, from the interior of the pipeline by means of a television camera and a

cutting device that re-establishes the service connection to 100% of its original capacity.

- a. Remove pipe fragments or liner fragments which may obstruct flow or snag debris.
  - b. Correct overcut openings with a repair patch of a resin mixture compatible with the liner system and of sufficient size to completely cover the overcut.
  - c. Brush the full circumference of all completed service connections to eliminate rough or jagged edges of the liner.
3. Record status and condition of each service connection.
  4. Refer to sample Service Connection Documentation Form that follows this Section.
- B. All leads to be reinstated shall be reconnected within 24 hours.
1. No lead shall remain out of service for more than 24 hours.
  2. If a lead problem occurs where a lead will remain out of service, the Contractor will provide emergency service at his cost.
  3. If sewage and groundwater flows in the lead start to back-up and risk basement flooding, the Contractor will provide emergency service at his cost.
  4. Obviously inactive services do not need to be reinstated. Determination of an inactive service requires the approval by the Engineer.
- C. Remove coupons of pipe material resulting from service tap cutting
1. Collect at the next manhole downstream of pipe rehabilitation operation prior to leaving site.
  2. Coupons are prohibited from passing through the sewer collection system.

### 3.9 FINISH

- A. The finished cured-in-place pipe shall be continuous over the entire length of an inversion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delamination.
- B. Restore to existing condition all excavations required for proper inspection of CIPP, or repair of leads. Site restoration for the pipeline rehabilitation work is considered included in the cost of construction unless otherwise indicated under separate pay items listed in the Proposal.
- C. Due to the concern for longitudinal shrinkage in CIPP installations, the owner reserves the right to re-inspect the cured-in-place pipe following installation to determine if openings cut for service connections remains properly aligned. The event that service connection openings shift from original location, the contractor shall be responsible for all costs associated with corrective measures for re-alignment and repair of lead openings.

### 3.10 FIELD QUALITY CONTROL

- A. Testing of the installed cured-in-place pipe shall be required by the Contractor using an approved, licensed third-party testing company. The test specimens for short term flexural properties shall be prepared per ASTM F1216 Section 8, ASTM F1743 Section 8 or ASTM F2019 Section 7.
- B. Gravity pipe leakage testing in accordance with ASTM F1216, Section 8.2.

1. If pipe segment is greater than 36-inch in diameter or contains service laterals, gauge the water tightness of the CIPP under a positive head during the curing process.
- C. Site Samples
1. Provide short-term flexural testing of the installed CIPP in accordance with ASTM F1216, ASTM F1743, or ASTM F2019.
  2. Submit testing reports to the Owner within fourteen (14) days of CIPP installation.
  3. Collect enough additional liner specimens for delamination testing should post-installation inspection determine it is necessary.
- D. Styrene Odor Control Monitoring
1. Submit record of styrene level measurements to the Owner's Representative at the end of each working day.
  2. If a styrene odor complaint is received, Contractor shall mobilize device to the site of the complaint and measure styrene levels every 15 minutes for a minimum of one hour at no additional cost to the Owner.
  3. Read and record styrene levels every hour.
  4. Measure styrene levels a maximum of ten feet away from the inversion manhole while the liner is being inverted and cured.
  5. Implement mitigation procedures should styrene level readings exceed 50 ppm or if complaints of odors are received, including addition of styrene odor reduction agent compatible with the resin being used.

### 3.11 POST-INSTALLATION

- A. Post-Installation Inspection of Pipelines
1. Thoroughly clean the newly installed cured-in-place pipe, removing all debris and build-up that may have accumulated during construction.
  2. Refer to Section 02704 for the minimum requirements for inspection of pipelines
    - a. Measurement and Payment article does not apply.
    - b. Provide the Owner all required deliverables within ten (10) calendar days of the CIPP installation.
  3. All costs associated with post inspection of pipelines shall be included in the unit price bid for **Sewer Lining, \_\_\_" RIFI-CIPP**.

### 3.12 NON-CONFORMING WORK

- A. Non-conforming work is any work outside of the acceptable tolerances for the item of work identified within these specifications that is considered to affect the performance and/or future maintenance of the new CIPP.
- B. The finished CIPP shall be continuous over the entire length of the liner and be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.
1. Any visual defects shall be repaired at the Installation Contractor's expense in a manner mutually agreed upon by the Owner and the Installation Contractor.
  2. Delamination testing in accordance with ASTM F 1216 may be required by the Owner at the expense of the Contractor should post-installation inspection reveal visual defects. Contractor is responsible for having extra test specimens available for testing.



- C. Sections of continuous inward folding or overlapping of excess liner material (commonly referred to as "fins") of greater than three (3) times the pipe diameter will be reviewed with the Contractor and owner for non-conformity.
  - 1. Sections protruding greater than 10% of the inside diameter of the host pipe will be repaired by mechanical means.
  - 2. Continuous sections extending greater than 25% of the length of the pipe will be repaired by mechanical means.
  - 3. Continuous sections protruding greater than 10% of the inside diameter of the host pipe and extending greater than 25% of the length of the pipe will be rejected and the entire length of the CIPP installed shall be replaced.
  - 4. Repairs and replacements needed to remedy sections of continuous inward folding or overlapping of excess liner material shall be completed at no cost to the Owner.
- D. If movement of the cured-in-place pipe has occurred such that the house lead is partially closed, the contractor shall excavate and reconnect the house lead by use of an approved saddle at no cost to the Owner.
- E. Removal and replacement of out of tolerance CIPP installations, reconnection of blocked service lines, and all equipment, labor, and materials for excavations, backfill and surface restoration to complete the work shall be performed at no cost to the Owner.

### 3.13 WARRANTY

- A. Warranty the installed product for a period of one (1) year.
- B. If the owner finds evidence of a reversal of curvature, shortening of the ends or constriction of house leads, the contractor shall return and restore service and end seals promptly, as part of warranty work.
- C. During the warranty period, repair any defects which will affect the integrity or strength of the cured-in-place pipe in a manner mutually agreed by the Owner and the Contractor.
- D. The cost of cured-in-place pipe repairs during the warranty period shall be borne by the Contractor.

CITY OF BIRMINGHAM  
CONTRACT #6-25(W)

RESIN IMPREGNATED FLEXIBLE FABRIC LINER  
AND CURED-IN-PLACE PIPE

[illegible]

**Wet Out Report**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |                           |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------|------------|-----------|-----------|------------|----------|-----------|-----------|------------|-----------|-----------|-----------|------------|-----------|-----------|-----------|------------|-----------|-----------|-----------|------------|-----------|-----------|-----------|------------|-----------|-----------|------------|------------|
| <b><u>Wet Out Request</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  | Diameter, In _____        |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| Date _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | Thickness, mm _____       |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| Project No. _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                  | Measured Length, ft _____ |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| Basin No. _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                  | Wet Out Length, ft _____  |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| Install No. _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                  | Dry Length, ft _____      |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| MH No.'s _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                  | Total Length, ft _____    |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| Liner No. _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Liner Dia. _____ | Liner Thickness _____     |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| Resin Type _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Lot No. _____    |                           |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| Wet Out Lgth _____ ft X _____ Lbs/Ft = _____ Total lbs of Resin<br>Roller Gap Setting (T2+2mm) _____ mm                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                  |                           |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| <b><u>Totals</u></b><br><div style="display: flex; justify-content: space-between;"> <div>           Total Resin Used _____ Lbs<br/>           Total Perkadox Used _____ Lbs<br/>           Total Trig KSM Used _____ Lbs         </div> <div>           Total Styrene Used _____ Lbs<br/>           Total Acetone Used _____ Lbs         </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                  |                           |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| <b><u>Liner Footage</u></b><br><table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">0 _____</td> <td style="width: 25%;">350 _____</td> <td style="width: 25%;">700 _____</td> <td style="width: 25%;">1050 _____</td> </tr> <tr> <td>50 _____</td> <td>400 _____</td> <td>750 _____</td> <td>1100 _____</td> </tr> <tr> <td>100 _____</td> <td>450 _____</td> <td>800 _____</td> <td>1150 _____</td> </tr> <tr> <td>150 _____</td> <td>500 _____</td> <td>850 _____</td> <td>1200 _____</td> </tr> <tr> <td>200 _____</td> <td>550 _____</td> <td>900 _____</td> <td>1250 _____</td> </tr> <tr> <td>250 _____</td> <td>600 _____</td> <td>950 _____</td> <td>1300 _____</td> </tr> <tr> <td>300 _____</td> <td>650 _____</td> <td>1000 _____</td> <td>1350 _____</td> </tr> </table> |                  |                           | 0 _____    | 350 _____ | 700 _____ | 1050 _____ | 50 _____ | 400 _____ | 750 _____ | 1100 _____ | 100 _____ | 450 _____ | 800 _____ | 1150 _____ | 150 _____ | 500 _____ | 850 _____ | 1200 _____ | 200 _____ | 550 _____ | 900 _____ | 1250 _____ | 250 _____ | 600 _____ | 950 _____ | 1300 _____ | 300 _____ | 650 _____ | 1000 _____ | 1350 _____ |
| 0 _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 350 _____        | 700 _____                 | 1050 _____ |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| 50 _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 400 _____        | 750 _____                 | 1100 _____ |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| 100 _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 450 _____        | 800 _____                 | 1150 _____ |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| 150 _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 500 _____        | 850 _____                 | 1200 _____ |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| 200 _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 550 _____        | 900 _____                 | 1250 _____ |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| 250 _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 600 _____        | 950 _____                 | 1300 _____ |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| 300 _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 650 _____        | 1000 _____                | 1350 _____ |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| <b><u>Wet Out Time</u></b><br><div style="display: flex; justify-content: space-between;"> <div>           Prep _____ Hrs<br/>           Mixing &amp; Filling _____ Hrs<br/>           Total Hours to Wet Out _____ Hrs         </div> <div>           Conveyer _____ Hrs<br/>           Clean Up _____ Hrs         </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                  |                           |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| Supervisor: _____<br><div style="text-align: center;">(Signature)</div> Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  |                           |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |
| Crew: _____<br>_____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  |                           |            |           |           |            |          |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |           |            |           |           |            |            |

Maintain complete and accurate records of every step of the curing process and record all thermocouple temperatures from the start of the process to complete cool down of the liner

## WATER CURING LOG

**NOTE:** Continue to log pressure and temperature every 15 minutes through warm up, full water temperature and cool-down phase.

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

Job Name: \_\_\_\_\_

Sec. No.: \_\_\_\_\_

**Job No.:**

**Length:**

1. *Journal of Management Education*, 2000, 24(1), 1-10.

Boiler #:

**Diameter:**

**Thickness:**

Operator

From MH# \_\_\_\_\_

To MH# \_\_\_\_\_

**Direction of water flow:**

Upstream: \_\_\_\_\_

**Downstream:**

WEATHER

Normal

|     |
|-----|
| Hot |
|-----|

Rain

Cold

|  |      |
|--|------|
|  | Snow |
|--|------|

## THERMOCOUPLES

[illegible]

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

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

**CIPP Quality Control/Quality Assurance Form**

| Example Odor Documentation Form                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------|---------------------------|---------------------------|--------------------|-----------------------------|------------|-------------|----------|
| Contract: _____                                                                                                                                                                                                                                                                   |                | Contract No: _____     |                           | Location: Street/RW _____ |                    |                             |            |             |          |
| Contractor: _____                                                                                                                                                                                                                                                                 |                | Installer: _____       |                           | Inspector: _____          |                    |                             |            |             |          |
| Report No: _____                                                                                                                                                                                                                                                                  |                | Weather: _____         |                           | Temp: _____               |                    |                             |            |             |          |
| Other Work: _____                                                                                                                                                                                                                                                                 |                | By-pass Pumping: _____ |                           | Cleaning: _____           |                    | Point Repairs: _____        |            | CCTV: _____ |          |
| Traffic Control: _____                                                                                                                                                                                                                                                            |                |                        |                           |                           |                    |                             |            |             |          |
| Inspector: Ensure that informational literature is distributed to affected properties and/or make arrangements to have measurements of the styrene concentrations, using the applicable Detector Tube testing device, taken by a testing laboratory. Document all readings taken. |                |                        |                           |                           |                    |                             |            |             |          |
| MH-MH                                                                                                                                                                                                                                                                             | Pipe Size (in) | Pipe Length (ft)       | Quality Control Specified | Performance Standard      | Acceptable Quality | Quality Assurance Performed | Inspection |             | Comments |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             | Yes        | No          |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
|                                                                                                                                                                                                                                                                                   |                |                        |                           |                           |                    |                             |            |             |          |
| Owners Representative: _____ Signature: _____ Date: _____<br>Contractors Representative: _____ Signature: _____ Date: _____<br>Comments: _____<br>_____<br>_____                                                                                                                  |                |                        |                           |                           |                    |                             |            |             |          |
| <b>Note: Insert all Quality Control References included in the specifications</b>                                                                                                                                                                                                 |                |                        |                           |                           |                    |                             |            |             |          |

END OF SECTION

CITY OF BIRMINGHAM  
 CONTRACT #6-25(W)

RESIN IMPREGNATED FLEXIBLE FABRIC LINER  
 AND CURED-IN-PLACE PIPE  
 2708-20



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**SECTION 2751  
CLEANING OF SEWER LINES**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. It is the intent of these specifications to provide a basis by which a sanitary sewer line can be cleaned of all excess debris so that internal sewer inspections or other work can be carried out. This basis shall include methods, equipment, and payment of work. Cleaning of sewer lines shall be accomplished by trapping and collecting all sand, debris, and grease at the next manhole, upstream or downstream of the line being cleaned, and removal and proper disposal of said materials in accordance with applicable State and Local laws governing the disposal of such materials. Cleanup operations shall consist of cleaning all debris out of the manholes and off the ground around the manhole and should include removal and proper disposal of said materials.
- B. The Contractor shall provide and furnish all required skilled and unskilled labor, materials, fuel, machinery, tools, so that the contract and all work required to be done under the contract can and will be carried on continuously and expeditiously to completion, in all respects to the satisfaction of the Owner.
- C. The sewer lines for which cleaning are required are shown or identified in these Contract Documents or as directed by the Owner.
- D. Related Sections:
  - 1. Section 02704 - Internal Sewer Inspection
  - 2. Section 02708 – Resin Impregnated Flexible Fabric Liner and Cured-in-Place Pipe

**1.2 MEASUREMENT AND PAYMENT**

- A. Payment for cleaning of a sanitary sewer line shall include all supervision, labor, equipment, water, electrical bills, disposal of debris, cleanup and any other applicable item and shall be included to the rehabilitation and repair items as described in the Specifications herein.
- B. **“Pre-Lining Preparation, Cleaning & Video Inspection, \_\_-inch Sewer, LF”**  
The Owner shall pay for a “three-pass” cleaning of sewer pipelines utilizing high pressure jetting equipment, brushes and swabs to allow for passage of the CCTV; removing small amounts of loose debris such as gravel, sand, small rocks, grease and other deleterious materials within the sewer line; and removal of root intrusions and mineral deposits. **“Pre-Lining Preparation, Cleaning & Video Inspection, \_\_-inch Sewer, LF”** will be paid for at the contact unit price per foot measured from inside of manhole to inside of manhole.

**D. Sewer Cleaning, Heavy .....Linear Foot**

Should the sewer line have too much debris or blockage to allow a camera to pass through after the original three passes are made additional cleaning may be required. This work shall commence only upon the approval and direction of the Owner and/or the Owner's Representative/Engineer and will be defined as "**Sewer Cleaning, Heavy**"

The Owner shall pay for an additional "three-pass" cleaning of sewer pipelines utilizing high pressure jetting equipment, and mechanical cleaners such as bucket machines, scrapers, cutters and augers to allow for passage of the CCTV; removing obstructions and medium to large amounts of debris such as gravel, sand, rocks, grease and other deleterious materials within the sewer line; removal of mineral deposits in accordance with the cleaning standards detailed in Article 1.2.D and removal of all attached, or encrusted and hard compacted deposits; and removal of roots, root balls. **Sewer Cleaning, Heavy** will be paid for at the contact unit price per foot measured from inside of manhole to inside of manhole, regardless of sewer size.

**E. Cleaning Types (deposits and debris)**

1. Incidental Cleaning of "Loose" Deposits and Debris (prior to cleaning)
  - a. Up to 12" diameter sewer - 25% of sewer height
  - b. 13" to 24" diameter sewer - 15% of sewer height
  - c. Over 24" diameter sewer - 10% of sewer height
2. Heavy Cleaning of "Attached/Compacted" Deposits and Debris (prior to cleaning)
  - a. Up to 12" diameter sewer – over 25% of sewer height
  - b. 13" to 24" diameter sewer - over 15% of sewer height
  - c. Over 24" diameter sewer - over 10% of sewer height
3. Heavy Cleaning of "Attached/Compacted" Deposits and Debris (following three (3) passes with jetting equipment)
  - a. Up to 15" diameter sewer – over 20% of sewer height
  - b. 16" to 36" diameter sewer - over 15% of sewer height
  - c. Over 36" diameter sewer - over 10% of sewer height

- F.** Refer to Section 02708 for other provisions related to cleaning the sewers to prepare the pipe for the sewer lining operation. Other pay items have been established for clearing the line of obstructions that are not removed after completion of work described in this Section.

**1.3 REFERENCES**

**A. Abbreviations and Acronyms**

1. NASSCO – National Association of Sewer Service Companies
2. PACP - Pipeline Assessment and Certification Program
3. CCTV – Closed Circuit Televising

**B. Definitions**

1. Three-Pass Cleaning –Flushing of a sewer with a maximum of (3) passes utilizing high pressure jetting system

C. NAASCO Reference Standards

1. In accordance with NASSCO standards, heavy cleaning may require a step cleaning approach usually by accessing the downstream manhole and cleaning from downstream to upstream. Step cleaning is a systematic and efficient method of cleaning pipe with medium to large amounts of debris. Small sections or lengths of the sewer segment (steps or passes) are cleaned in each pull of the cleaning nozzle. This prevents build-up of debris downstream in the pipe and at the manhole. This also prevents the nozzle from becoming stuck in a large build-up of debris.
2. It is common practice to follow the cleaning nozzle with visual inspection from upstream to downstream to verify that the cleaning process is effective and that the pipe is cleaned per NASSCO standards for accurate PACP coding. However, at times it may be necessary to clean a pipe from the upstream manhole to the downstream manhole (reverse set-up). The reasoning for a reverse set-up is based on the conditions, the access/location and the amount and type of debris in the pipe. Heavy cleaning may require specialized nozzles depending on the amount of debris, the type of deposit, the type of debris or obstruction and the debris location.

1.4 QUALIFICATIONS

- A. The Contractor performing the work shall be a company specializing in performing cleaning sanitary sewers and shall have a minimum experience of at least three other projects of similar size and scope within the last five years that include cleaning operations as outlined herein.

1.5 SUBMITTALS

- A. Prior to initiation of work, the Contractor shall submit for Owner review and approval the following:
1. Listing of and data sheets for equipment to be used for proposed cleaning work.
  2. Proposed water source for cleaning and proposed disposal site for solids cleaned from sewer.

1.6 REQUIRED DELIVERABLES

- A. All data pertinent to the line cleaned shall be duly recorded on an adequate cleaning log form as supplied by the Contractor. This form shall be turned over to and remain in the possession of the Engineer after a section of the line has been completed.
- B. Landfill disposal logs for all debris.

1.7 ACCEPTANCE

- A. A daily log of work accomplished shall be duly recorded and acknowledged by the Owner or Owner's representative and the Contractor's superintendent.
- B. All inspection recordings and reports will be reviewed by the Owner. The Owner shall have the authority to reject all or any portion of recordings not conforming to Specifications. These areas shall be re-cleaned at no additional charge.

## PART 2 PRODUCTS

### 2.1 EQUIPMENT

- A. All equipment used for cleaning operations, any method, shall be equipment specifically designed for the type of work specified. Self-contained cleaning units shall be used for the work unless otherwise approved by the Owner.

## PART 3 EXECUTION

### 3.1 GENERAL

- A. The Contractor shall be responsible for securing the site and protection of the Owner's personnel and public. Any necessary traffic control shall be in accordance with the current Michigan Manual of Uniform Traffic Control Devices.
- B. The contractor shall notify the residents/businesses one day prior to starting cleaning with a "Resident Notification Letter" informing the residents/businesses of the Contractor's cleaning activities and to provide contact information for the Contractor and Owner. The Contractor shall submit the letter for Owner review and approval prior to notification. This letter should include contact information for residents to call should clean pressures cause toilet overflows or drain backups.
- C. The Contractor shall clean in the direction of flow unless approval is received prior to reverse flow cleaning by the Owner. The liquid filtrate may be drained back into the downstream manhole and shall be disposed of in accordance with all regulations. The Contractor is responsible for providing all required water.
- D. Protection During Cleaning Operations - Satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to insure that the water does not cause damage or flooding to public or private property being served by the manhole section involved. The Contractor shall reduce the pressures at the direction of the Owner, or if notified by a resident that such problems are occurring. By reducing pressure, additional cleaning time or passes through needed and shall be done at no additional cost to the Owner.

### 3.2 METHODS

- A. The methods of cleaning a sanitary or combined sewer line which are acceptable for use are outlined below. Approval from the Owner for the method chosen shall be obtained prior to any cleaning work.
- B. Bucket Machine Method - This method shall consist of:
  - 1. Rodding the sewer line with a power-driven continuous steel rod of sufficient length and gauge and with the proper cleaning heads or augers, so as to loosen all

- solid materials. It shall also provide a means to thread a cable for the power winch.
2. Removal of all solids, materials and other debris by means of a clam-shell type bucket and/or other appliances dragged through the sewer line with power winches of suitable size and horsepower.
  3. Brushing of the sewer line with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized.
  4. All electrical drops required by the Contractor shall be arranged for by the Contractor.
- C. Hydraulic Cleaning Method - This method shall consist of cleaning and flushing of the sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using between 800 pounds per square inch (P.S.I.) and 1000 P.S.I. of pressure at the pump connected by a high pressure hose to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the sewer line.

### 3.3 DISPOSAL OF DEBRIS AND CLEANUP

- A. After removal of debris out of a manhole, the Contractor shall dispose of debris at a Type II landfill. The Owner will sign the manifest for the debris as the Generator and shall be provided with copies of the landfill invoices after delivery. Any testing required for proper disposal shall be at the Contractor's expense and included in the unit prices bid for sewer cleaning. If the testing indicates the debris is not acceptable for disposal at a Type II landfill, and disposal at a Type III landfill, or other specialized disposal facility is required, the Owner will negotiate a change order for the additional costs for the required disposal. Clean up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. At no time shall the Contractor push the debris downstream in the sewer system.

### 3.4 CLEANUP

- A. The Contractor shall be responsible to clean up any debris or spills during each day of work and restore conditions to existing as soon as possible.

END OF SECTION



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**SECTION 900**  
**SUPPLEMENTAL SPECIFICATIONS**

**1.01 SCOPE**

- A. The Supplemental Specifications apply particularly to this Contract. If there are parts of these Specifications, which differ from other sections of these Specifications, the Supplemental Specifications shall control. The 2020 M.D.O.T. Standard Specifications for Construction shall apply for all work items within this contract, except as modified in this Contract Document.
- B. The work covered by this Contract shall consist of those items listed in the proposal. The Contractor shall, for the amount of money earned, based on unit prices stated in the Contract Documents, furnish and provide all labor, tools, equipment and materials, and do all work required in excavating and laying new water main and sewer, removing and replacing existing pavement, and other work related to the project. All of the items of work are to be done in accordance with the plans and Contract Documents of which these Specifications are a part.

**1.02 MATERIALS**

- A. All materials shall be new and of the grades specified, and shall be the best of their respective kinds for the uses intended. The terms "approved" and "or approved equal" mean that the Engineer must be consulted and approve the material before the material in question is purchased or installed in the work. The approval of any material by the Engineer does not mean the acceptance of the material actually furnished if it should be found defective or inadequate for the purpose intended.
- B. Special brands or grades of material or devices specified or shown on the drawings are named for the purpose of establishing a standard of quality and character desired. Other materials of equality and adaptability for the purpose for which they are intended may be substituted, but shall have the approval of the Engineer as to the equality and adaptability before being incorporated in the work.
- C. The Contractor shall order or arrange for materials well in advance of their expected use in the work, as far as practicable, in order to allow time for inspection, etc., and thus avoid unnecessary delays which may otherwise occur.
- D. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

**1.03 COMBINED SEWER, VARIOUS SIZES**

- A. All Combined Sewers shall be constructed of either Reinforced Concrete Pipe (RCP) or Polyvinyl Chloride (PVC) in the classes and sizes as indicated on the plans.
- B. All combined sewers will require a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The City has applied for a permit from the above agency for the replacement of the public combined sewer. The Contractor shall be obligated to have this permit approved and in-hand prior to beginning work on these items.
- C. The sewer replacements for this project involves a single County drainage district. The City has submitted the project to the Oakland Co. Water Resources Commissioner's office (OCWRC) for permitting approval. Once approved, a permit inspection fee will be required to be paid to their office prior to starting construction. The permit fee is not currently known but is anticipated to be less than \$2,500.00. The Contractor shall be responsible for payment of the actual fee, up to a cost of \$2,500.00, incidental to the cost of installing these sewers. The terms stated within the forthcoming approval letter from OCWRC shall also apply to this Contract.

- D. All proposed sewers and leads, six (6) inches and up, shall be bedded and backfilled in accordance with the standard pipe bedding detail as shown in the plans. The pipe bedding shall be crushed stone as required in section 600 of the specifications to a minimum of six (6) inches over the top of the pipe. Within the proposed road surface, backfill shall consist of compacted sand up to the proposed aggregate road base. All bedding, backfill and compaction shall be incidental to the cost of the new sewer installation.
- E. Removal of existing sewers is specified on the plans and included in separate pay items. Depending on location, removal may be able to occur in conjunction with proposed sewer installations, or may require separate excavation(s). Removed sewer pipe shall be hauled offsite immediately upon excavation, or deposited in a watertight dumpster, in accordance with Oakland County Health Department regulations. Removed sewers may not be stockpiled within the right-of-way awaiting final removal.
- F. Any small diameter pipes that are encountered during excavations for mainline combined sewers that are damaged and confirmed to be inactive shall be bulkheaded prior to backfilling. If these pipes are less than 8 inches or less in diameter, this work shall be considered incidental to the contract work for combined sewer installation and will not be paid for separately.

#### 1.04 STORM SEWER, VARIOUS SIZES

- A. All Storm Sewers shall be constructed of either Reinforced Concrete Pipe (RCP) or Polyvinyl Chloride (PVC) in the classes and sizes as indicated on the plans.
- B. The contractor shall be responsible for installing gas traps, including sumps, in the first storm structure upstream from a combined sewer, or where specified on the plans. The method for installing gas traps is to install a PVC elbow one size below the pipe being installed, directed down into the sump.
- C. All proposed sewers and leads, six (6) inches and up, shall be bedded and backfilled in accordance with the standard pipe bedding detail as shown in the plans. The pipe bedding shall be crushed stone as required in section 600 of the specifications to a minimum of six (6) inches over the top of the pipe. Within the proposed road surface, backfill shall consist of compacted sand up to the proposed aggregate road base. All bedding, backfill and compaction shall be incidental to the cost of the new sewer installation.
- D. Removal of existing sewers is specified on the plans and included in separate pay items. Depending on location, removal may be able to occur in conjunction with proposed sewer installations, or may require separate excavation(s). Removed sewer pipe shall be hauled offsite immediately upon excavation, or deposited in a watertight dumpster, in accordance with Oakland County Health Department regulations. Removed sewers may not be stockpiled within the right-of-way awaiting final removal.

#### 1.05 SEWER SERVICE – VARIOUS SIZES

- A. For sewer service replacements, the Contractor will be responsible to locate each service lead as construction progresses and maintain all flow therefrom. For homes where information on the location of the sewer lateral does not exist, the Engineer or his designee shall assist in working to gain access to the house as needed, or reviewing sewer videotape records, to locate said sewer laterals.
- B. When installing a new sewer service to an existing sewer, the existing sewer shall be exposed only as much as necessary to verify the stability of it in the area and the condition of the original tap, and connect to it as directed by the Engineer. If the existing sewer is in good condition, it shall be connected with a Fernco adaptor or approved equal, and paid for separately, as detailed below. If

the existing main line sewer is damaged and needs repair in the area of the connection, the Contractor and Engineer shall agree to a time and material payment method for repairs to the City sewer, to be charged to the Water and Sewer Allowance pay item. If a new tap is required at a new or existing sewer main, it will be paid for under SEWER SERVICE TAP pay item.

- C. Assuming all underground work is completed early in the project, while the main pedestrian sidewalks are still in service; the Contractor shall backfill and provide a temporary walkable surface to accommodate pedestrian traffic in a safe manner until the City sidewalks are repaired. Installation of a temporary stable surface in the sidewalk or other pedestrian areas shall be included in the separate pay item for maintenance aggregate.

#### 1.06 NEW MANHOLE, VARIOUS SIZES

- A. All new manhole structures shall include an EJ 1040CGS, with "City of Birmingham Sewer" noted on it.
- B. Adjusting the rim to the proposed elevation noted on the plans is incidental to the installation of a new structure.
- C. Where drop connections are required, they shall be constructed in accordance with applicable requirements of the Oakland County Water Resource Commissioner.

#### 1.07 NEW CATCH BASIN OR INLET, VARIOUS SIZES

- A. All new catch basins or inlet structures shall include an EJ 5000Z4 DI / 5000M4 DI Hinged Assembly (in the curb line), unless otherwise noted on the plans. Underdrain shall be connected to all inlets and catch basins as shown on plan sheets. A separate pay item has been provided for this work.
- B. Adjusting the rim to the proposed elevation noted on the plans is incidental to the installation of a new structure.

#### 1.08 6" PERFORATED PIPE UNDERDRAIN (NO SOCK)

- A. The Contractor shall prepare their base bid unit price for this work based on the assumption that edge drain shall be installed per plan, and connected to all new drainage inlets and catch basins located within pavement areas.
- B. The unit price for this work shall include all labor, equipment and materials necessary for the complete installation of the underdrain, open-graded angular aggregate backfill and non-geotextile trench wrap as shown in the details on the plans. Connecting the edge drains to the appropriate structures shall be incidental to the unit price for the installation, when the connection is to a new catch basin or inlet. Taps to existing drainage structures shall be paid for separately as outlined below.
- C. To limit weather exposure of subgrade soils, Underdrain installation must be performed in conjunction with installation of the proposed road aggregate base and any subgrade undercutting that will be performed in a given location. It is required by the contractor to perform work for underdrain concurrently with installation of final 21AA Aggregate Base layer in a train like manner. The Contractor shall not leave any cut and prepared subgrade surface exposed overnight.

#### 1.09 SEWER INVESTIGATION, LATERALS

- A. The City conducted extensive internal sewer camera work within the project area to help prepare the plans for this project. Despite this effort, there will still be instances when it becomes necessary to confirm if an existing sewer service is active or inactive, and therefore if replacement of the service is warranted. The Contractor shall anticipate the City will assist in confirming status

with property owners as feasible during installation of the mainline sewers. The purpose of this pay item is to have the contractor provide labor, time, and equipment as needed to help determine the status, location, or material of any unknown sewer services. In particular, this pay item may be used to have the Contractor perform excavation near existing sewer mains (which shall be maintained or replaced in accordance with the drawings), where service connections are believed to exist, in order for the City to determine material of the existing service line and if replacement of said service line is warranted.

- B. The bid price shall cover all labor and equipment costs required to perform supplemental excavations as directed by the engineer, assist in dye testing procedures, and for downtime where the contractor may be delayed in completing other project work due to investigative efforts associated with sewer service investigation.

#### 1.10 SEWER SERVICE TAP, VARIOUS SIZES

- A. This pay item shall be used for sewer services that require a tap to the new combined sewer main. This work shall be paid for as a SEWER SERVICE TAP. Sewer service taps to all new reinforced concrete pipe or PVC pipe shall be paid under this pay item. In order to avoid misaligned sewer connections, sewer pipe shall not be cored and prepped off-site prior to delivery to the project. All sewer taps in concrete pipe shall be cored and booted in the field once the proper location has been determined (taking the location of existing trees into consideration).
- B. All taps to existing structures or sewers shall be core drilled. A flexible rubber boot and appropriate clamps shall be used at the joint. The tapping pipe outside of the structure or sewer will be supported by placing 2,500 PSI concrete fill under the pipe from springline to undisturbed earth. Width of concrete fill support shall be the tapping pipe outside diameter plus twelve (12) inch minimum. Payment for sewer taps shall be based on the unit price bid for sewer tap for the nominal inside diameter of tapping pipe.

#### 1.11 SEWER SERVICE CONNECTION, VARIOUS SIZES

- A. This pay item shall be used for sewer service connections to existing sewer pipe where the existing tap can be re-used. All sewer connections shall be made to the existing tap using a Fernco adaptor, or equal. Connections shall be made in the presence of the Engineer. If the Engineer determines that the existing sewer main is in poor condition at the tap requiring additional work, the Contractor shall be prepared to make a repair to the existing sewer while it is excavated, as directed. Such repairs shall be paid for separately under a time and material agreement, using the Water & Sewer Allowance pay item described in more detail below.

#### 1.12 SEWER TAP, VARIOUS SIZES

- A. Whenever the Contractor must core drill a new hole in an existing manhole or connect a new mainline sewer of different size or material that the existing pipe which shall be removed, it shall be paid for as a SEWER TAP. Connections into a new manhole or drainage structure that was planned for and shown on the plan sheets and represented on the sewer schedule are incidental to the cost of the manhole or drainage structure.
- B. All taps to existing structures shall be core drilled. A flexible rubber boot and appropriate clamps shall be used at the joint. The tapping pipe outside of the structure or sewer will be supported by placing 2,500 PSI concrete fill under the pipe from springline to undisturbed earth. Width of concrete fill support shall be the tapping pipe outside diameter plus twelve (12) inch minimum. Payment for sewer taps shall be based on the unit price bid for various diameters and shall be based on the nominal inside diameter of tapping pipe.

**1.13 INSTALL CONCRETE SADDLE AT UTILITY CROSSING**

- A. This pay item includes all labor, equipment, and materials as required to install a concrete saddle between utilities where specified in the utility crossing schedules on the utility plan sheets, in accordance with the plan detail. The concrete saddle is required in specific locations where less than 18 inches of clearance is achievable between existing and/or proposed utilities.

**1.14 RECONSTRUCT MANHOLE (IF & WHERE NEEDED)**

- A. Prior to starting work, the City shall inspect all existing manholes, catch basins, inlets, and gate wells to determine their condition, and recommend needed repairs. Reconstruction will be paid for by the vertical foot, and will vary from minor repairs to the chimney to extensive mortar joint and brick repairs throughout. Final cover adjustments to meet the final pavement grade shall be included in the cost for reconstruction, and shall not be paid for separately under "Adjusting Structure Cover".
- B. All structure reconstructs shall be paid according to the pay item RECONSTRUCT MANHOLE (IF & WHERE NEEDED) regardless of the diameter of the structure being reconstructed.

**1.15 REMOVE AND REPLACE STRUCTURE COVER**

- A. As a part of the work of this pay item, the Contractor shall furnish and install the specified manhole covers or inlet covers, along with any adjusting rings necessary to bring the structures to grade. There are also several manholes, catch basins, inlets, and gate well frames and covers that are noted to remain in service. The Engineer and Contractor shall inspect each casting to verify its suitability to continued service. Those castings that, in the opinion of the Engineer, should be replaced shall be removed and replaced under this pay item, with the weight of the new casting being used to determine the value. Any existing frames and castings removed shall be delivered to the City of Birmingham Department of Public Service yard at 851 S. Eton Road, or disposed of by the Contractor as directed by the Engineer at no additional cost to the Owner.

**1.16 REMOVE EXISTING MANHOLES & DRAINAGE STRUCTURES**

- A. The Contractor shall remove and dispose of the entire structure, including any base sections, if present, remove the frame and casting and deliver to the City of Birmingham Department of Public Services yard at 851 S. Eton Road (if directed by the Engineer), and backfill the excavation with compacted sand. All portions of the structure removed that are not wanted by the City of Birmingham shall become the property of the Contractor and shall be disposed of properly at no additional cost to the Owner.

**1.17 ABANDON EXISTING SEWERS, VARIOUS SIZES (INCLUDING ALL BULKHEADS)**

- A. Sections of existing sewers shall be abandoned as shown on the plans and called for in the proposal. This pay item shall include pipe bulkheads as needed, and installing flowable fill in the pipe. The Contractor shall submit to the Engineer the mix design to be used for the flowable fill. ALL bulkheads required to complete the abandonment of the specified sewers shall be included in the cost of this work.

**1.18 REMOVE EXISTING SEWERS, VARIOUS SIZES**

- A. The Contractor shall excavate, remove, and dispose of the entire sewer pipe, and backfill the excavation with compacted sand.
- B. Depending on location, removal may be able to occur in conjunction with proposed sewer installations, or may require separate excavation(s). Removed sewer pipe shall be hauled offsite immediately upon excavation, or deposited in a watertight dumpster, in accordance with Oakland



County Health Department regulations. Removed sewers may not be stockpiled within the right-of-way awaiting final removal.

**1.19 BULKHEAD STRUCTURE, VARIOUS SIZES**

- A. The pay items for various sizes are included in this contract and intended to provide a water-tight repair at existing drainage structures as identified in the drawings, where a pipe is being proposed to be removed from the structure and the structure will be maintained.

**1.20 BULKHEAD PIPE, LARGER THAN 8"**

- A. The pay item is to provide water-tight bulkheads for any pipes larger than 8 inches in diameter that are encountered during excavations for mainline combined sewers that are damaged and confirmed to be inactive. Bulkheads shall be performed prior to backfilling. Bulkheads for any pipes that are 8 inches or less in diameter shall be considered incidental to the contract work for combined sewer installation, and will not be paid for separately.
- B. In the event that the City elects to abandon a section of existing sewer in place using flowable fill, any associated bulkheads required at existing pipe openings to contain the flowable fill shall be considered incidental to the cost for the sewer abandonment.

**1.21 CLEAN AND TELEVIEW EX. STORM OUTFALL**

- A. The lump sum pay item is to provide labor and equipment as necessary to clean and televise the existing storm outfall between existing manhole structures 32 and 33, and structures 33 and the existing storm outfall at the Rouge River.
- B. Cleaning of the sewer shall be provided in accordance with specification section 615, and the post-cleaning video will be in accordance with specification section 605.
- C. This pay item will also include removal of an existing pipe blockage located near existing structure 33, which is believed to be an old weir diversion. The pipe blockage will be required to be removed with manual labor, as it is constructed from brick and mortar.
- D. Refer to sketch and blockage photo provided in the contract book for locations of this work and additional details.

**1.22 REMOVE HYDRANT**

- A. The Contractor shall remove existing hydrants at the locations specified. Cost of this work shall include necessary water main shut-downs and associated coordination with the City to provide business/resident notifications. The Contractor shall be encouraged to conduct this work when an adjacent water-main shut-down is performed for other work, or when an adjacent Hydra-Stop is in operation, to allow this work to be completed expeditiously and safely.

**1.23 REMOVE EXISTING GATE VALVE WELL**

- A. The gate valves shall be abandoned in place. Both ends of the pipe shall be plugged and blocked, as appropriate. The Contractor shall bulkhead any other openings in the structure, remove and dispose of the upper three (3) feet of the structure (remove cone section, if present), remove the frame and casting and deliver to the City of Birmingham Department of Public Services yard at 851 S. Eton Road (if directed by the Engineer), and backfill the structure with compacted sand. All portions of the structure removed that are not wanted by the City of Birmingham shall become the property of the Contractor, and shall be disposed of properly at no additional cost to the Owner.

1.24 FIRE HYDRANT ASSEMBLY, COMPLETE

- A. Payment for this item shall be made at the unit price bid per each. Payment shall include all materials, equipment and labor necessary to furnish and install complete hydrant assembly.
- B. New hydrants shall be a new EJIW 5-BR with a six (6) inches mechanical joint inlet, two (2) pumper nozzles, plug drain and block bolts. The hydrant shall open **LEFT**. The hydrant shall be painted yellow by the manufacturer prior to delivery.
- C. On both new hydrants and relocated hydrants, the gate valve and box shall not be paid separately but shall be included in the Hydrant pay item. The type of valve and box to be used is given in the Section 500 Water Main Construction of these Specifications.

1.25 DUCTILE IRON CL 52 WATER MAIN W/ POLYWRAP, TRENCH A, VARIOUS SIZES

- A. All new water mains installed on this job shall include polywrap as a part of the unit price per lineal foot bid as noted in the water main specification section.

1.26 NEW WATER MAIN CONNECTIONS TO EXISTING WATER MAIN (VARIOUS SIZES)

- A. The Contractor shall notify the City at least forty-eight (48) hours before any scheduled water main shut down to make the proposed water main connections. The Contractor may also be required to assist in notifying the properties that will be affected by the shutdown. The Contractor shall complete all required testing on the new water main prior to making the connections to the existing water system.
- B. Oversized fittings may be required for making connections to older existing water mains. Use of oversized fittings on water main connections is incidental to the bid price for water main connections.

1.27 NEW WATER SERVICE, VARIOUS SIZES, TRENCH A

- A. For the short segments of water service extension needed on existing 1" or larger copper water services, the Contractor shall install Type K copper pipe. Installation of a new stop-box at the property line at these services shall be paid for under a separate pay item.
- B. Water services that are being connected to a main that is now closer to the house than the original main shall not be paid for any footage of new pipe. The work required for these service connections shall be covered entirely in the cost per connection, each.
- C. Assuming all underground work is completed early in the project, while the main pedestrian sidewalks are still in service, the Contractor shall backfill and provide a temporary walkable surface to accommodate pedestrian traffic in a safe manner until the City sidewalks are removed in their entirety. Installation of a temporary stable surface in the sidewalk or other pedestrian areas shall be included in the separate pay item for maintenance aggregate.
- D. Where existing trees make installation of the new water service challenging, the Contractor shall move the new water service as needed to reduce damage to the tree, as directed by the Engineer, at no extra cost, other than the additional footage of pipe installed as measured.

1.28 WATER SERVICE CONNECTION, VARIOUS SIZES

- A. This pay item is to connect replacement or new water services to a new or existing water main. Where the new main crosses an existing service, the Contractor will not be paid for any footage of new service pipe to connect the existing service to the new main. When a service needs to be extended from the location of the old main to the new main, the Contractor will be paid for the

installation of NEW WATER SERVICE, TRENCH A in the appropriate size(s) for the length required.

**1.29 INSTALL CURB STOP AND BOX**

- A. All water services that are replaced in their entirety shall have a new curb stop and box at the point designated by the Engineer. Said boxes shall generally be installed on or near the right-of-way (R.O.W.) line and behind the sidewalk. Curb Stop and Boxes shall be installed for such services when they are 2" diameter or less.
- B. Bid pricing shall include all labor, equipment, and materials to furnish and install the curb stop and box to the correct finished grade elevation.

**1.30 HYDRA-STOP, INSTA-VALVE 250, VARIOUS SIZES**

- A. It is possible that some of the valves will not function as well as they should. When directed to do so by the Engineer, a Hydra-Stop insta-valve system shall be available to install a temporary line stop with permanent valve to stop the flow of water from one (1) or more of the adjacent water mains, thereby allowing a water main connection with a minimum of time lost. Time lost due to unexpected delays on a water main shutdown shall be compensated for (when said delay is outside of the control of the Contractor) when approved when itemized and submitted to the Engineer, under the "Water and Sewer Allowance" pay item.
- B. It shall be noted that the Contractor shall operate and test all necessary valves needed to shut down various portions of the existing water system to implement planned connections. The Contractor shall be prepared to provide the Hydra-Stop Insta-Valves only if an inappropriately large shutdown area will be required to implement the connection work.
- C. The costs for hydra-stop insta-valve pay items shall be bid on per "each" basis, and each shall include necessary full-depth pavement removal, earth excavation, operation time, backfill, and pavement replacement (in kind). The cost shall also include a permanent valve box structure to be installed in conjunction with the valve in accordance with City specifications.

**1.31 HYDRA-STOP, LINE STOP, VARIOUS SIZES**

- A. It is possible that some of the valves will not function as well as they should. When directed to do so by the Engineer, a Hydra-Stop system shall be available to temporarily stop the flow of water from one (1) or more of the adjacent water mains, thereby allowing a water main connection with a minimum of time lost. Time lost due to unexpected delays on a water main shutdown shall be compensated for (when said delay is outside of the control of the Contractor) when approved when itemized and submitted to the Engineer, under the "Water and Sewer Allowance" pay item.
- B. It shall be noted that the Contractor shall operate and test all necessary valves needed to shut down various portions of the existing water system to implement planned connections. The Contractor shall be prepared to provide the Hydra-Stops only if an inappropriately large shutdown area will be required to implement the connection work.
- C. The costs for hydra-stop pay items shall be bid on per "each" basis, and each shall include necessary full-depth pavement removal, earth excavation, operation time, backfill, and pavement replacement (in kind). Additional payment will not be made for overnight fees or other associated fees that may be required to keep the line stop in operation for the duration of the required work is performed while the stop is in place.

### 1.32 ABANDON WATER MAINS, ENTIRE PROJECT

- A. After acceptance of the new water main segments, the Contractor shall begin to abandon the old water main. The water main shall be abandoned as follows:
  - A. At the designated locations, cut the water main.
  - B. Install a water tight cap and plug to each end of the cut water main.
- B. Abandonment of existing gate valve boxes and gate valve wells shall be included as a part of this pay item. Where directed by the Engineer, the gate valves shall be removed and transported to the Department of Public Services yard (851 S. Eton Rd.) for future City use. Both ends of the pipe shall be plugged and blocked. Any leftover materials not wanted by the City shall become the property of the Contractor, who shall properly dispose of them at no additional expense.
- C. Abandonment of gate valve wells, where required, shall conform to the following procedure: The Contractor shall bulkhead any other openings in the structure, remove and dispose of the upper three (3) feet of the structure (remove cone section, if present), remove the frame and casting and deliver to the City of Birmingham Department of Public Services yard at 851 S. Eton Road (if directed by the Engineer), and backfill the structure with compacted sand. All portions of the structure removed that are not wanted by the City of Birmingham shall become the property of the Contractor, and shall be disposed of properly at no additional cost to the Owner.
- D. Removal or portions of existing water main may be required to accommodate other proposed utility installations, which are typically shown on the plans, but may also be encountered at unknown locations during construction. In both known and unknown cases, the existing water main shall be removed as an incidental cost to this pay item where required. Caps shall be placed at ends of existing pipe to remain to accommodate the abandonment work of other water mains.
- E. The Contractor shall be responsible for phasing all utility installations and developing means and methods to allow for the existing water main to remain in service until the proposed replacement water main is installed, tested, and in service for all locations within the project limits.

### 1.33 EARTH EXCAVATION

- A. This work shall be done in accordance with the requirements of Section 205 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as herein described:
  - A. The work of Earth Excavation shall consist of constructing earth grades by excavating soil or rock and placing embankment as necessary to develop the cross section and grade specified in the plans. The work shall include the salvaging and stockpiling of selected materials; disposing of surplus or unsuitable material; furnishing, placing and compacting of embankment materials; trimming of the earth grade and maintaining the work in a finished condition until acceptance by the Engineer.
  - B. Any of the existing material that is excavated and deemed suitable, as determined by the Engineer, may be used for the road embankment material. The Contractor shall be responsible for the proper disposal of any existing material that is excavated and deemed unsuitable by the Engineer.
- B. Earth Excavation shall include the following items:
  - A. Stripping of vegetation and topsoil within the grading limits.
  - B. Clearing of brush and the removal of trees less than four (4) inches in diameter (when approved by the Engineer).

- C. Excavation for roadway, curb, sidewalk, drive approaches and driveways.
- D. Backfilling behind the curb and adjacent to sidewalks, drive approaches and driveways with Engineer approved material.
- E. Grading from the back of curb to sidewalk, right of way line or grading limits to the required depth in order to receive all topsoil and sod surfaces.
- F. Proof-rolling subgrade in accordance with the final design.
- C. The estimated quantity for earth excavation is based on "in-place" yards and does not account for trenching of underground utilities or subgrade underdrain.
- D. The Contractor shall be responsible for determining his own volume of earth excavation required to construct the proposed roadway to the grade specified in the construction plans. No additional compensation will be made for any variation between the estimated amount stated above and the final amount of earth excavation required to construct the roadway.

**1.34 SUBGRADE UNDERCUTTING, 21AA LIMESTONE**

- A. Once the subbase is exposed, it shall be proof rolled as a part of the preparation for new pavement. Proof rolling shall be done with a pneumatic tired roller capable of being loaded with ballast. The roller shall be operated in a systematic manner and uniform speed over the exposed subgrade soils so that all areas of the exposed surface are tested. Maximum vehicle speed during proof rolling shall not exceed five (5) MPH. Proof rolling is incidental to the other work of this project and shall not be paid for separately.
- B. Those areas that require additional excavation shall be verified by the Engineer prior to proceeding with additional excavation into the subbase. The additional excavation shall be paid for under the pay item, "Subgrade Undercutting, 21AA Limestone". All work of this nature shall be done in the presence of the Engineer. The areas excavated below the subbase grade shall be backfilled with 21AA Limestone, as a part of the cost of the unit price for "Subgrade Undercutting, 21AA Limestone."
- C. Procedures for undercutting shall be in accordance with MDOT Standard Specifications for construction. Bid prices shall be based on an "in-place" measure, with compaction of all backfill materials meeting a minimum of 95% of dry density.

**1.35 SUBGRADE UNDERCUTTING, 1" X 3" LIMESTONE**

- A. Once the subbase is exposed, it shall be proof rolled as a part of the preparation for new pavement. Proof rolling shall be done with a pneumatic tired roller capable of being loaded with ballast. The roller shall be operated in a systematic manner and uniform speed over the exposed subgrade soils so that all areas of the exposed surface are tested. Maximum vehicle speed during proof rolling shall not exceed five (5) MPH. Proof rolling is incidental to the other work of this project and shall not be paid for separately.
- B. Those areas that require additional excavation shall be verified by the Engineer prior to proceeding with additional excavation into the subbase. The additional excavation shall be paid for under the pay item, "Subgrade Undercutting, 1"x3" Limestone." All work of this nature shall be done in the presence of the Engineer. The areas excavated below the subbase grade shall be backfilled with 1"x3" Limestone, as a part of the cost of the unit price for "Subgrade Undercutting, 1"x3" Limestone."

- C. Procedures for undercutting shall be in accordance with MDOT Standard Specifications for construction. Bid prices shall be based on an “in-place” measure, with compaction of all backfill materials meeting a minimum of 95% of dry density.

**1.36 SUBGRADE GEOGRID FABRIC, TENSAR TRIAX TX130S**

- A. The intent of this pay item is to provide additional pavement subgrade stabilization in conjunction with subgrade undercutting pay items, where directed by the Engineer.
- B. Bid price shall include all labor, equipment, and material to furnish and install the geogrid fabric per manufacturer requirements.

**1.37 REMOVE AND SALVAGE BRICK PAVERS**

- A. There are certain property owners within the construction zone that have installed brick pavers or other special hardscapes within the right of way that conflict with the proposed construction. The property owners shall be contacted by the City to verify if they wish to maintain ownership of the materials. If they do, the Contractor shall carefully remove and stack the pavers at a mutually agreeable location on the owner's property, within the front yard. Replacement of the pavers, if desired by the property owner, will be their responsibility after completion of this project. Measurement and payment for this item shall be per square foot of paver area removed and salvaged.
- B. The Contractor shall work carefully to minimize the need to utilize this pay item, and to ensure that there is no damage to the brick paver materials. Brick paver walks shall only be removed and salvaged under this pay item where it is directly necessary to carry out the construction work. In general, the Contractor shall only remove brick paver service walks to three (3) feet behind the proposed curb to allow for road construction, unless otherwise directed by the Engineer. The Contractor shall backfill the remaining gap between the curb or sidewalk with gravel to allow the driveway or walkway to be used again until the adjacent owner can have these areas repaired at their expense. Backfilling these areas shall be included in the cost of this work.
- C. While generally salvaged brick paver materials shall be stacked on private property to become the adjacent owner's responsibility, the exception shall be at those locations where the replacement of the City sidewalk has required the disruption of a paver walk or driveway on the private side of the sidewalk. In those cases, the Contractor shall be required to backfill and reset the pavers to match the previous conditions to the greatest extent possible, as a part of this pay item.

**1.38 REMOVING CONCRETE DRIVE APPROACH**

- A. Concrete drive approaches shall only be removed as shown on the plans or as directed by the Engineer in the field. There may be some locations where a drive approach will be removed to either an existing joint line, or to a sawcut joint where specified by the Engineer. Any driveway approaches, or portions thereof, that are noted to remain on the plans that are damaged in the execution of the work on this project shall be removed and replaced at no expense to the City or the property owner.
- B. The Contractor shall notify the City at least seven (7) days ahead of when they plan to remove any drive approaches so that the City can notify the property owners. The Contractor shall also work with the Engineer to contact property owners and tenants the day that the concrete will be removed to ensure that they will not be stuck in their driveways. During the period when the drive approaches are being removed and replaced, it is imperative that the Contractor maintain the sidewalks along both sides of the street in a safe, passable condition to ensure that the pedestrians have access. The Contractor shall minimize the amount of time between driveway removal and driveway replacement.



- C. The unit price for removing concrete drive approaches shall include all costs for the complete removal and disposal of the concrete sections, including any sawcutting required. If a drive approach is a concrete drive approach with an asphalt overlay, it shall be paid for as a concrete drive approach and the unit price for removal shall include the removal of both the asphalt overlay and the concrete drive approach.

#### 1.39 REMOVING ASPHALT DRIVE APPROACH

- A. Bituminous drive approaches shall only be removed as shown on the plans or as directed by the Engineer in the field. There may be some locations where a drive approach will be removed to either an existing joint line, or to a sawcut joint where specified by the Engineer. Any driveways, or portions thereof, that are noted to remain on the plans that are damaged in the execution of the work on this project shall be removed and replaced at no expense to the City or the property owner. All sawcutting required to produce a clean edge shall be included in the cost of this pay item, and shall not be paid for separately.
- B. The Contractor shall notify the City at least seven (7) days ahead of when they plan to remove any drive approaches so that the City can notify the residents. The Contractor shall also work with the Engineer to contact homeowners the day that the asphalt will be removed to ensure that they will not be trapped in their driveways. During the period when the drive approaches are being removed and replaced, it is imperative that the Contractor maintain the sidewalks along both sides of the street in a safe, passable condition to ensure that the residents have access. The Contractor shall minimize the amount of time between driveway removal and driveway replacement.
- C. The unit price for removing asphalt drive approaches shall include all costs for the complete removal and disposal of the proposed sections, including any sawcutting required.

#### 1.40 REMOVING CONCRETE SIDEWALK & RAMP (SAWCUTTING INCLUDED)

- A. Sections of City sidewalk will be removed and replaced as a part of the project. The sidewalks shall remain in place as long as possible to allow pedestrian access down the street. This provision is to provide a solid walking path for the residents that need to access their homes on foot as a result of the work.
- B. The unit price for removing concrete sidewalks and ramps shall include all costs for the complete removal and disposal of the concrete sections, including any sawcutting required.

#### 1.41 REMOVING PAVEMENT FULL DEPTH (CURB & GUTTER INCLUDED)

- A. This pay item shall apply to the full depth removal of the existing asphalt, concrete, and composite pavements and curb and gutter within Brandon Street (Station P.O.B. to P.O.E.); Arlington Road for length of the project limits (Station 0+77 to 31+17.); and within Shirley Drive for the length of the project limits to Station 10+26 on North Shirley Drive. Note that removal work within the Maple Road intersection for Arlington Road and Shirley Drive is covered under a separate lump sum pay item. Removal of driveway approaches and sidewalks behind the road curb are covered under separate pay items. Refer to plan sheets for removal limits and the geotechnical investigation report (Appendix A) for the details regarding existing pavements.
- B. In all areas, the payment for this item includes full-depth pavement removal to the existing base below the pavement as required to complete the work.
- C. The Contractor is encouraged to use care when considering methods of pavement destruction and removals.
- D. After main line pavement removal, and during the underground work, the Contractor shall be expected to maintain traffic to all adjacent driveways. Removal of the pavements in the various

pay items shall be timed in such a way that makes this maintenance of traffic as simple and effective as possible.

1.42 AGGREGATE BASE, MDOT 21AA LIMESTONE, 8"

- A. This pay item shall include all earth excavation and base compaction required to provide a stable surface to install the eight (8) inch stone base, using 21AA limestone, required, as detailed in the proposed pavement cross sections. Installation of the aggregate base shall be paid for by the square yard.
- B. Aggregate base placement shall extend a minimum of 12 inches beyond the proposed back of curb for full-depth pavement replacement.
- C. To limit weather exposure of subgrade soils, 21AA Aggregate Base installation must be performed in conjunction with installation of proposed underdrains and any subgrade undercutting that will be performed in a given location. It is required by the contractor to perform work for the final 21AA Aggregate Base layer concurrently with installation of underdrains in a train like manner. The Contractor shall not leave any cut and prepared subgrade surface exposed overnight.

1.43 CAPESEAL SURFACE

- A. This work consists of the installation of a capeseal over a compacted, shaped, and approved road base in accordance with the Section 762 Specification. The capeseal application includes a double-layer chip-seal, followed by one application of a type II asphalt slurry.

1.44 CONCRETE PAVEMENT, NONREINFORCED, INCL. INTEGRAL 6" CURB

- A. This work consists of constructing a jointed Portland cement concrete pavement in accordance with Section 602 of the MDOT 2020 Standard Specifications for Construction.
- B. A form riding paving machine or slip-form paving machine which meets the requirements of Section 602.03A of the MDOT 2020 Standard Specifications for Construction shall be utilized to construct the mainline concrete pavement on this Project. A roller screed, power screed, truss screed, etc., will NOT be considered as equivalent to a form riding or slip form paving machine. A list of the proposed paving equipment shall be provided to the Engineer at the Pre-Construction Meeting. The requirement to use a paving machine can be relieved in areas such as on Brookwood where the curve does not allow the use of the machine. In areas where existing trees do not allow the use of a paver, the Contractor may use other methods to be reviewed and approved by the Engineer. No machine shall be used that would require more removal of roots at the base of trees as compared to installing a form and paving by hand.
- C. There will be no separate measurement and payment for providing the specified equipment. The cost shall be considered incidental to Concrete Pavement pay item.
- D. This pay item shall include all concrete pavement with integral curb and gutter, measured by the square yard, where designated on the plan. Sawcutting and sealing of the joints shall be included in the cost per square foot. Hook bolts shall be provided at 40" O.C. when butting up against existing concrete pavement. No separate payment will be provided for this preparatory work.
- E. The concrete pavement provided under this pay item, along with all other concrete pay items, shall comply with Section 711 for durability and resistance to alkali-silica reactivity. The Contractor shall be responsible to close the area off entirely as needed to ensure that the new pavement is not driven on by any vehicles for a minimum of seven (7) days.
- F. The Contractor shall plan to pour the integral curb and gutter section as a part of the mainline concrete pour. Separate pours for the concrete curb and gutter section shall not be approved.

- G. The Contractor may be allowed to perform 'full' width paving, provided it can be demonstrated that it can be done in a timely manner, and also without causing unwarranted damage to the base of adjacent trees.
- H. All sawcutting and joint sealing, as detailed in Section 710 of these Specifications, shall be incidental to this pay item.
- I. The Contractor shall execute the paving portion of the Contract such that removing excess base materials, installation of new limestone base, and installation of new main line concrete with cure time shall be kept to no more than the time specified in Section 301 of these Contract Documents.

1.45 MDOT "M" APPROACH GUTTER DETAIL

- A. This pay item includes all labor equipment and materials needed to form a gutter pan through the Bennaville intersection meeting MDOT type M approach geometry. Depending on the chosen paving alternate, the gutter will either be formed integral to the 7" thick concrete pavement with integral curb, or poured separately of the 4" HMA pavement. If poured separately, the minimum dimensions for the overall curb/gutter section shall match curb and gutter being installed elsewhere (7 inches thick and 18 inches wide).

1.46 CONCRETE DRIVE APPROACH, 6"

- A. All concrete drive approaches on this project shall be a minimum of six (6) inches thick unless otherwise called for on the plans.
- B. The concrete drive approaches shall be poured as soon as possible following the roadway curing to allow residents to access their driveways.
- C. The Contractor is encouraged to review Section 301 of these Contract Documents relative to the required timing for the placement of the driveway approaches.
- D. Typical residential driveway approaches shall be constructed using the City detail for "Type L" driveway approach.
- E. Concrete Driveway Approaches shall be constructed on minimum 6 inches of 21AA limestone as incidental to the cost of the approaches.

1.47 CONCRETE SIDEWALK, 4"

- A. This pay item is for replacement of sections of sidewalk removed as a part of this project for excavations, at intersections, or removed to install other work on this project.
- B. The unit price for sidewalk installation shall include all materials, labor, equipment and other work necessary for grading, grade preparation, six (6) inches sand base, forming, and pouring the concrete sidewalk, and sawcutting the sidewalk joints per the plans.

1.48 REINSTALL SALVAGED BRICK PAVERS

- A. This pay item includes all labor, equipment, and material to re-install salvaged brick pavers near the playground in Linden Park, just south of the proposed reconstruction work for Brandon Street. All pavers shall be installed on a prepared subgrade and various aggregate layers as detailed in the plan detail for "pedestrian paver section".

1.49 HANDICAP RAMP TRUNCATED DOMES

- A. Each sidewalk ramp constructed as a part of this project shall include a detectable warning plate of truncated domes. The Contractor shall supply and install cast iron plates as manufactured by East Jordan Iron Works, or approved equal. Payment for the handicap ramp truncated domes shall

be per square foot of detectable warning surface installed. In general, each ramp shall include a two (2) foot by five (5) foot detectable warning surface of truncated domes. In cases where there is not enough space for separate ramps, radial plates may be specified on the plans.

- B. Contractors have experienced long lead times to obtain the cast iron detectable warning plates. The Contractor shall be encouraged to place the order for the necessary items well in advance of the proposed installation dates. Substitutions or changes in design due to lack of parts shall not be approved.

#### 1.50 ADJUST STRUCTURE COVER

- A. All manhole covers that are within the work area that need adjustment, but do not need any repairs below the top six (6) inches beneath the casting shall be paid for under this pay item. If additional work is required below the top six (6) inches beneath the casting, then all of the work, including the adjustment, shall be paid for under the "RECONSTRUCT MANHOLE (IF & WHERE NEEDED)". The repair shall be measured vertically from the top of the existing cover to the ending point of the repair. Adjustment of all new structures shall be included in the price of the new structure, and shall not be paid for under this pay item.

#### 1.51 MAINTENANCE AGGREGATE FOR ENTIRE PROJECT

- A. As noted elsewhere, the majority of the project will be closed to through traffic until the work on the project is completed. However, the contractor will be required to maintain access for local residents through most of the project. The only time that the road may be closed off completely from adjacent residents is when the road is being excavated to the base, limestone is being installed, and when the concrete street is being formed, poured, or cured. This pay item is to pay for all labor, materials and equipment to furnish and install temporary aggregate in the roadway and/or the sidewalks to ensure safe passage by the local residents. In particular, there are five (5) areas where the Contractor will be asked to ensure that safe travel is available during the project:
  - A. Within the intersections on the project site that will remain open to cross traffic during the construction period.
  - B. Within the intersections on job where sewer or water main work will extend out into the intersections.
  - C. To allow for access to all driveways on the project after pavement removals and utility work for the day. Conditions during the underground phases shall be such that residents shall be allowed and able to drive to and from a gap in the barricades to their driveways at all times, unless an excavation is underway in the immediate area of their driveway.
  - D. At all sidewalk transition areas, ensuring that pedestrians are safe at all times.
  - E. At all points where sidewalk has been removed but yet not replaced.
- B. Contractor may use crushed concrete, or asphalt millings as long as they provide a smooth passable surface.

#### 1.52 MOBILIZATION

- A. The purpose of this pay item is to provide payment to the Contractor for the cost of delivering equipment and materials to the job site as needed throughout the project. The Contractor shall not charge more than 5% of the total cost of the project for this pay item. Providing a price in excess of 5% could be grounds for invalidation of the bid.

- B. Payment for this pay item shall be divided into 2 parts. The first payment will be for 75% and the second payment for 25%, with payments arriving on each of the first two disbursements. The Contractor should anticipate being paid approximately every 30 days for work on this Contract.

#### 1.53 TRAFFIC MAINTENANCE AND CONTROL

- A. The Contract Proposal indicates that this pay item will be paid for by the Lump Sum. Although paid as a lump sum, note that the Engineer has experienced difficulty in the past with certain Contractors not maintaining signing and traffic control measures on a daily basis to the extent considered necessary to properly protect the work area. Therefore, the Contractor shall submit a written time schedule to be reviewed and approved by the Engineer no later than 7 calendar days after the pre-construction meeting, if not sooner. Once approved, the number of calendar days (not counting Sundays) that the schedule indicates are required to complete the project shall be agreed upon by the Engineer and the Contractor, as stipulated in the written time schedule.

The Engineer will be checking the completeness of the signing and road closure features on a daily basis, and will ask for corrections as noted. The Contractor shall have a minimum of one representative on site with the Engineer at the end of the work day verifying that the condition of the traffic control signage is approved before leaving the project site for the day. The following shall be grounds for not receiving payment for this pay item for any given day:

- A. If the Engineer has requested signage to be addressed prior to the Contractor leaving the site and it has not been done, or has not been done satisfactorily. The Engineer shall photograph and document incomplete signage conditions when observed, for the record.
- B. If the Contractor's staff has all left the job site for the day before determining whether or not traffic control conditions have been approved by the Engineer. If problems are later identified by the Engineer, they shall be photographed and documented, for the record.
- C. When not paying for this pay item under the conditions noted in #2 above, the Engineer shall consider how the discrepancy may have occurred. For example, if the problem is located outside of an area that would have been impacted by the Contractor, and if it appears that the discrepancy was caused by the public (such as the relocation of a barricade) at a time of day that the Contractor would not have reasonably known about the problem, then payment will not be docked for that day. Nevertheless, it shall be the Contractor's responsibility to make the effort to check all pertinent areas at the end of the work day so that this condition does not routinely occur.
- D. To calculate the reduction of payment on the LS pay item, the Engineer shall use the following basis as an example:

If the time schedule referenced above indicates that the project will require the maintenance of traffic control measures for 70 calendar days (not including Sundays), and should the Contractor not meet the terms of the pay item for one day under the terms noted above, then the LS pay item shall be reduced in the amount of 1/70 of the pay item for each such day that traffic maintenance has not been performed within the terms of the Contract.

- B. Prior to closing any of the streets on this project to through traffic, the Contractor shall supply cones, barriers, and warning signs in accordance with the MUTCD. Road closure signage shall not be erected more than two (2) work days in advance of planned closing, and erection of signing shall not begin until approved by the Engineer. At all entrances to the job site, the Contractor shall always maintain the appropriate number of Type III barricades and an R11-2 (ROAD CLOSED) signs. Appropriate advance warning at entrances to the job site shall be defined as maintaining a Type III at the next end of the affected block and an R11-4 (ROAD CLOSED TO THRU

TRAFFIC) sign. Additional barricades shall be supplied as needed when the road is completely closed, such as when preparing the stone grade for paving, and when the concrete pavement has been recently placed. Refer to the proposed Advanced Warning Signage (AWS) diagram for additional traffic control requirements.

C. Project-Specific Traffic Maintenance and Control Requirements:

1. In general, traffic controls shall be provided to prevent thru-traffic within the project limits but resident access must be maintained in at least one direction for the duration of the project. The Contractor shall keep the road accessible to all residents during all phases of the project, except as follows:

If concrete or asphalt work is required across a driveway, the work shall be done expeditiously after removals, so as to keep residents parking on the street or other driveways to a minimum.

If asphalt or concrete is being placed.

If open trenching in the road makes driving in the immediate area hazardous.

2. The Contractor shall provide all materials, labor and equipment necessary to install, maintain, move, and remove traffic control devices as required due to changing traffic access needs during the project.
  3. The Contractor shall maintain access to driveways (including using temporary maintenance gravel) at all times throughout the project unless otherwise directed by the Engineer. If a parcel has more than one driveway for access, one driveway may be closed for construction with approval from the engineer.
- D. The Contractor shall be responsible for maintaining traffic control that allow local access to the residents as specified above, including having flag control or labor to move barricades as necessary to facilitate both their operations and local traffic.
- E. Once the road pavement is installed, and seven (7) days curing has been accomplished, the Contractor shall immediately begin preparing for sidewalk and drive approach construction, again, placing concrete expeditiously to allow the curing time to begin as soon as practical. Particular attention to safe and accessible sidewalks shall be provided when the road is closed to all vehicular traffic, given that the sidewalks shall be the only means of access for residents. The Contractor shall repair all sidewalks in driveway areas at the same time as the adjacent drive approaches, again to reduce the time that driveways are out of service.
- F. The Contractor shall maintain signs and barricades as necessary to maintain traffic on this route as shown on the traffic control diagrams in the drawings.
- G. It is anticipated that a small number of residents will, due to health or handicapped access reasons, require almost continuous access to their driveway. With that in mind, the Contractor shall include in the cost of the bid up to two (2) gaps for specific driveway access on half of the width of the road. Communications with the homeowners will occur well in advance of the paving phase, and any gapping requirements will be made clear to the Contractor. The City will not encourage any pavement gapping with the public, and if they are not needed, the Contractor will not be asked to provide them.
- H. The Contractor shall endeavor to keep the cross streets, as well as the local access within the construction zone as clean and dust free as practical during construction.



#### 1.54 INSPECTOR CREW DAYS

- A. The "Inspector Crew Days" provision as stated in the "General Requirements" section of the Contract shall be modified as noted below:
  - A. Saturday or Sunday work for this project shall be charged similar to the other weekdays.
  - B. All days shall be charged to a maximum of one (1) day per inspector on the site, regardless of total number of hours spent on the project per day.
  - C. The number of crew days for each pay period will be added as a pay item (up to the amount bid as a maximum) and the actual number of days used will be deducted from the overall total amount due with each pay estimate. If the total amount bid has not been used at the end of the contract, the bid amount will be paid on the final estimate.
  - D. If additional work other than what is noted herein is necessary to complete the project, the City will consider adjusting the inspector crew days number upon request. The adjustment shall be based upon the percentage increase in the total value of the project over what was originally bid.

#### 1.55 WATER & SEWER ALLOWANCE

- A. Due to gaps in some of the water & sewer records, there may be some exploratory work required to ensure that all homes are connected to the new water main and combined sewer. City staff will endeavor to assist the Contractor wherever possible to keep such work to a minimum. Unexpected work or time lost due to malfunctioning gate valves, or conflicts with the proposed pipeline shall also qualify as time and material work paid for under this allowance.
- B. Payment under this pay item shall only apply when additional work was required as a result of missing information on sewer service connections, or for work that is not normally associated with the pay items as presented in the plans and specifications. The Contractor and the City shall agree to the time spent on a daily basis that will apply under this provision. In addition, the Contractor shall submit a written statement for each such incident, documenting all labor and equipment charges on an hourly basis used, as well as any materials used, to be paid for under this provision.
- C. For bidding purposes, the allowance shall be the flat amounts listed in the proposal sections. Any amendment may render the bid invalid.

#### 1.56 PAVEMENT MARKINGS

- A. All pavement markings must be provided to the size and color as noted, and using the material noted. All materials shall comply with MDOT standard specifications.

#### 1.57 SALVAGE EXISTING SIGNS

- A. The Contractor shall protect and work around all existing signs wherever possible. If signs need to be removed to accommodate underground work, they shall be replaced with a new post and salvaged sign prior to the end of the project.
- B. Any STOP signs removed shall be erected again at the end of the day either on a temporary or permanent basis, with a permanent installation required prior to the end of the project. All sign removals and replacements, including relocations where noted on the plans, shall be paid for under the lump sum of Salvage Existing Signs.
- C. Street name signs shall be stored in a safe location during construction, and installed back in the same location upon completion of the project. The salvaged signs shall be paid for accordingly.

1.58 SIGN POSTS, U-CHANNEL

- A. All new signs posts shall be buried four (4) to five (5) feet below the ground, with an adequate length above the ground to mount all of the new proposed signs above the specified bottom height of the sign. Sign posts shall be a ridgeback U-channel galvanized steel, with a weight of three (3) pounds per linear foot.

1.59 TREE PROTECTION, 3" DIA. OR GREATER

- A. The Contractor shall take all prudent and feasible measures that will reduce or eliminate the impacts of development and construction on City owned trees. Trees shall be surrounded by protective cushioning, posts or fencing before construction work begins, if, in the judgment of the Staff Arborist or the Engineer, such precautions are necessary.
- B. On all trees greater than three (3) inches in diameter, but less than eighteen (18) inches away from the back of curb (from the edge of the trunk), straw bales shall be installed on end between the tree and the road. Straw bales shall be erected completely around the tree when said tree is in the median. The straw bales shall be wired to the tree around the entire trunk to ensure that they remain in place. If construction of sewer, water main, or concrete requires temporary removal, the bales shall be removed and set aside during that day. The bales shall be re-secured at the end of the work day as needed.
  - A. Barriers shall remain in place until all site activities have been completed. Barriers may not be relocated or removed without the prior approval of the Staff Arborist.
  - B. The barrier material must be visible and solid enough to withstand the pressure from anything piled up against it.
  - C. Protection shall apply to all trees over three (3) inches in diameter.
- C. All trees greater than three (3) inches in diameter, but less than eighteen (18) inches away from the back of the curb (from the edge of the trunk) shall have four (4) temporary fence posts installed around the base of the tree, with snow fence connected to all four (4) posts. Snow fence shall remain in place at all times, except when excavation or paving work in the immediate area requires its temporary removal. After work is completed for the day, the snow fence shall be erected back into place by the Contractor.
- D. Activity within the Root Protection Zone of a City owned tree (normally considered the drip line) shall be limited where practical as determined by the Engineer. These activities shall include, but not be limited to, changing grade, stripping topsoil, and/or placing solvents, building materials, construction equipment, or soil deposits within the Root Protection Zone. The Contractor shall be prepared to perform advance pruning of any City owned trees required for clearance during construction development activities. Pruning must be performed by a qualified arborist and not by untrained construction personnel. Any roots damaged during grading or development activities shall be exposed to sound tissue and cut cleanly with a saw following recommended standards and as directed by the Staff Arborist. Whenever possible, no excess soil, additional fill, liquids, or construction debris shall be placed within the Root Protection Zone of any City owned tree. Construction pruning and root pruning of any City owned trees directly affected by construction require obtaining prior approval from the Staff Arborist.
- E. Trees shall be protected as described above for any tree over three (3) inches in diameter. Trees less than three (3) inches shall be protected at Contractor expense, however, trees shall be replaced at Contractor expense if there is any damage to the tree as determined by the Engineer or Staff Arborist.

1.60 MULCH, 3"

- A. In areas where it will be difficult to establish grass around existing trees, the Contractor shall restore around the trees where directed by the Engineering with three (3) inches of topsoil, and then three (3) inches of hardwood landscape mulch as needed. No mulch shall be placed at trees where the root structure will allow the placement of sod instead. The three (3) inches of topsoil shall be paid for under the Topsoil pay item.

1.61 TOPSOIL, 3"

- A. Topsoil shall be placed according to the Michigan Department of Transportation 2012 Standard Specifications for Construction, Modified to be screened with no objects greater than one (1) inch in diameter.
- B. Topsoil shall be a loamy material. Payment shall be made for topsoil placed to the depth specified, per square yard. Payment shall include all labor, equipment and materials necessary to place the topsoil.

1.62 SOD, CLASS A

- A. Restoration work of this nature shall be limited to the period of time between May 1<sup>st</sup> and October 31<sup>st</sup> of each year. Installation of sod (or seed) outside of these dates shall be with special approval only by the Engineer.
- B. Payment on 50% of the pay items regarding restoration may be withheld until the sod or seed has satisfactorily germinated or been established.
- C. The Contractor shall be responsible for watering all sod placed on the project for a period of fourteen (14) days, and at the end of fourteen (14) days, the sod areas shall be inspected by the City. Any sod areas that appear to be failing shall be marked for removal. Removal and replacement of failed sod areas shall be incidental.
- D. A small percentage of the finished areas may be sloped (such as adjacent an existing tree) such that they cannot be sodded. These areas shall be seeded and included in the square yardage for sod placed. Seed shall also be placed at the same price should any adjacent property owners request seed substitution for sod.

1.63 INLET FILTER

- A. Installation of this item shall follow the standard details prepared by the Oakland County Water Resources Commissioner. The detail for the "Inlet Filter" shall be modified appropriately to accommodate the proposed flat catch basin covers.
- B. This pay item will be required on existing catch basins during all excavation, removal, subbase preparation, etc.

1.64 INLET SEDIMENT PIT

- A. Installation of this item shall follow the standard details prepared by the Oakland County Water Resources Commissioner.
- B. This item will only be used should weather cause significant delay after the curbs have been installed and the subbase is awaiting the first course of bituminous pavement. Note that this pay item shall be installed, at the direction of the City, if there is significant delay in the project at this point, regardless of the cause. The work will not be paid for if it is evident that the delay is the responsibility of the Contractor, his Subcontractors or suppliers.

#### 1.65 LAWN SPRINKLERS

- A. In General, the Contractor shall take all necessary precaution to maintain all items placed in the right-of-way, and any items removed or damaged shall be replaced in kind. The exception to this is lawn sprinklers in the right-of-way. As long as the damage is not due to Contractor negligence, sprinklers that are in conflict with the construction may be removed and need not be replaced by the Contractor. The Contractor shall take precautions not to damage the sprinkler system any more than necessary, and shall notify the City of any sprinklers that are found during construction.
- B. If a lawn sprinkler line located within the right-of-way is damaged, the Contractor shall sufficiently plug or cap the line to prevent the sprinkler line from discharging when the system is activated, and shall notify the City of the location of the damage.
- C. Lawn sprinklers located on private property shall be the Contractor's responsibility to repair if damaged. For the purposes of this provision, private property shall be defined as any sprinkler damaged between the City sidewalk and the house.

#### 1.66 DUST CONTROL

- A. Dust & dirt control, and general cleanliness of the project work area and vicinity will be monitored by the Engineer on a regular basis. For unpaved surfaces, dust control can take the form of watering the grade, or treating the grade with calcium chloride. Particular attention shall be paid to areas where cross-streets generate more traffic than usual. For paved surfaces, streets must be swept on a regular basis to avoid excess dust being created by traffic. While minor sweeping can be accomplished by a broom tractor, larger sweeping jobs must be accomplished by a professional street sweeper so as to avoid throwing dust, dirt, and stones into the adjacent yards. Although not a direct pay item, the Contractor shall be prepared to address dust and dirt issues as requested by the Engineer within 24 hours. If such issues are not being addressed timely or inappropriately, the Engineer shall have the right to direct its own forces or other contractor to the job site to address the area in question. Such costs shall be charged against the final payment due to the Contractor.

#### 1.67 PUMPING, BAILING, DRAINING, AND DEWATERING

- A. The contractor shall provide and maintain adequate pumping and drainage facilities for removal and disposal of water from trenches or other excavations, to maintain stable excavations.
- B. Where the work is in ground containing an excessive amount of water, the contractor shall provide, install, maintain, and operate suitable deep wells or well points, connecting manifolds and reliable pumping equipment to operate the same to ensure proper construction of the work. Alternate dewatering methods may be implemented if approved by the Owner. Refer to the geotechnical report (Appendix A) for pertinent information, and as applicable, the Contractor shall review identified areas with the potential need for well points for deeper excavations based upon discussions with the geotechnical report preparer.
- C. Drainage or discharge lines shall be connected to adjacent public storm water drains or extended to nearby water courses wherever possible. In any event, all pumping and drainage shall be done without damage to any highway or other property, public or private, and without interference with the rights of the public or private property owners and in accordance with the EGLE and local requirements for soil erosion and sedimentation control.
- D. Costs for providing, maintaining, or operating any dewatering or drainage facilities will not be paid for separately and shall therefore be included in other items of work.

**END OF SECTION**

## **APPENDIX – A**

### **SOIL BORING AND PAVEMENT CORE INFORMATION**



## Report on Geotechnical Investigation

# Wimbledon Drive Paving and Underground Improvements Woodward Avenue to Warwick Street Birmingham, Michigan

Latitude 42.553368° N  
Longitude 83.216538° W

Prepared for:

Nowak & Fraus Engineers, Inc.  
47777 Woodward Avenue  
Pontiac, Michigan 48342

G2 Project No. 240683  
September 20, 2024

[g2consultinggroup.com](http://g2consultinggroup.com)

|                     |                    |                       |                |                |
|---------------------|--------------------|-----------------------|----------------|----------------|
| <b>Headquarters</b> | 1866 Woodslee St   | Troy, MI 48083        | P 248.680.0400 | F 248.680.9745 |
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CONSULTING  
GROUP

September 20, 2024

Mr. Brett J. Buchholz, P.E.  
Principal  
Nowak & Fraus Engineers, Inc.  
47777 Woodward Avenue  
Pontiac, Michigan 48342

Re: Report on Geotechnical Investigation  
Wimbleton Drive Paving and Underground Improvements  
Woodward Avenue to Warwick Street  
Birmingham, Michigan  
G2 Project Number 240683

Dear Mr. Buchholz:

We have completed the geotechnical investigation for the proposed water main, sewer, and paving improvement project for Wimbleton Drive between Woodward Avenue and Warwick Street within the City of Birmingham, Oakland County, Michigan. This report presents the results of our observations and analyses and our recommendations for pavement section design, underground utility replacement, and construction as they relate to the geotechnical conditions on site.

We appreciate the opportunity to be of service to the Nowak & Fraus Engineers, Inc., and the City of Birmingham on this project and look forward to discussing the recommendations presented. In the meantime, if you have any questions regarding this report or any other matter pertaining to the project, please contact us.

Sincerely,

G2 Consulting Group, LLC

Jeffrey M. Hayball, P.E.  
Project Manager

JMH/NJHT/ljv

Enclosures

Noel J. Hargrave-Thomas, P.E.  
Principal

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|                     |                    |                       |                |                |
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## EXECUTIVE SUMMARY

The project consists of water main, sewer, and paving improvements for Wimbeldon Drive between Woodward Avenue and Warwick Street within the City of Birmingham, Michigan. We assume underground utilities will be installed using open-cut installation methods. It is assumed that maximum excavation depths for the water main will extend up to 6-1/2 feet and between 9 to 15 feet for the combine sewer. Current plans are to construct the pavements with a new Portland cement concrete or bituminous concrete pavement section.

Bituminous concrete and/or chip seal is present at the ground surface of the borings and generally ranges in thickness from 3 to 5-3/4 inches. However, only 1 inch of bituminous concrete pavement is present at the ground surface of pavement core PC-3. Natural sand and gravel aggregate base fill is present below the bituminous concrete with borings SB-1 and SB-3, measuring 8-1/4 and 6-1/4 inches thick, respectively. No distinguishable aggregate base was encountered beneath the bituminous concrete within boring SB-2. Granular fill soils, consisting of very loose to medium compact silty sand, gravelly sand, and sand, underlie the pavement section within borings SB-1 and SB-3, extending to depths of 5-1/2 and 12 feet, respectively. Stiff to very stiff silty clay fill with trace organic matter, is present below the granular fill soils within boring SB-1 and the pavement section within boring SB-2, extending to depths ranging from 7 to 7-1/2 feet. Native granular soils, consisting of medium compact silt and silty sand, underlie the fill soils within borings SB-2 and SB-3 and extend to an approximate depth of 22 feet within boring SB-2 and the explored depth of 25 feet within boring SB-3. Native very stiff silty clay is present below the silty clay fill within boring SB-1 and the native silt within boring SB-2, extending to the explored depth of 25 feet.

During drilling operations, groundwater was observed within borings SB-2 and SB-3 at depths of 7 and 12 feet, respectively. Upon removal of the drilling augers, groundwater was measured at an approximate depth of 11 feet within boring SB-3. It should be noted that a wet collapse of the borehole was measured at an approximate depth of 7-1/2 feet upon removal of the drilling augers within boring SB-2. No measurable groundwater was observed within boring SB-1 during drilling operations or upon removal of the drilling augers.

Based on the existing groundwater conditions and anticipated utility invert depths, it will be necessary to temporarily lower the groundwater table prior to excavation in order to construct the utilities under dry conditions. We recommend temporary groundwater control consist of pumping from properly constructed sumps where the groundwater may need to be lowered only 1 to 2 feet. We recommend that well points be installed to lower the groundwater level more than 2 feet prior to beginning excavation operations.

Temporary unsurcharged trench excavations for the proposed open-cut water main installation operations must be sloped back at a minimum of 2H:1V (horizontal: vertical) within the existing very loose to loose granular soils, 1-1/2H:1V within the medium compact granular soils, and at a minimum of 1H:1V within the stiff to very stiff cohesive soils. Where seepage from excavation cuts is observed, the slopes must be flattened sufficiently to achieve stability, but in no case left steeper than 3H:1V at and below the seepage level.

We recommend the proposed pavement section for Wimbeldon Drive consist of 2 inches of MDOT 5EML bituminous concrete wearing course, 3 inches of MDOT 3EML bituminous concrete leveling course, supported on a minimum of 8 inches of MDOT 21AA aggregate base. Alternatively, we recommend a Portland cement concrete design section consisting of 7 inches of MDOT 3500HP Portland cement concrete supported on a minimum of 8 inches of MDOT 21AA aggregate base. The proposed pavement section will support 200,000 18-kip Equivalent Single-Axle Loads over a 20 year design life.

Do not consider this summary separate from the entire text of this report, with all the conclusions and qualifications mentioned herein. Details of our analysis and recommendations are discussed in the following sections and in the Appendix of this report.



## PROJECT DESCRIPTION

The project consists of water main, sewer, and paving improvements for Wimbleton Drive between Woodward Avenue and Warwick Street within the City of Birmingham, Michigan. Warwick Street is generally a two lane roadway within the project limits. The project also includes three additional roadway segments: Twin Oaks Lane, which extends north of Wimbleton Drive approximately 200 feet north to the dead end, Abbey Street from south of Wimbleton Drive to approximately 150 feet south to the dead end, and Oxford Street from Wimbleton Drive to approximately 100 feet north.

Underground improvements include combined sewer upgrades and water main replacement along Wimbleton Drive. We assume underground utilities will be installed using open-cut installation methods. It is assumed that maximum excavation depths for the water main will extend up to 6-1/2 feet and between 9 to 15 feet for the combine sewer. Current plans are to construct the pavements with a new Portland cement concrete or bituminous concrete pavement section. No information regarding traffic counts along the roadway alignment was available upon completion of this report.

## SCOPE OF SERVICES

The field operations, laboratory testing, and engineering report preparation were performed under direction and supervision of a licensed professional engineer. Our services were performed according to generally accepted standards and procedures in the practice of geotechnical engineering in this area. Our scope of services for this project is as follows:

1. We performed a total of six (6) pavement cores, PC-1 through PC-3 and SB-1 through SB-3 through the existing pavements along Wimbleton Drive within the project limits. Three soil borings were performed at locations SB-1 through SB-3, extending to a depth of 25 feet each. We measured the existing pavement section material (bituminous concrete and aggregate base) and identified the type and condition of subgrade soils.
2. We performed laboratory testing on samples obtained from the soil borings. Laboratory testing included visual engineering classification, grain-size distribution, moisture content, organic matter content (loss-on-ignition), dry density, and unconfined compressive strength determinations.
3. We prepared this engineering report. Our report includes recommendations for pavement reconstruction and underground utility replacement construction.

## FIELD OPERATIONS

G2 Consulting Group, LLC, selected the number, depth, and location of the pavement core/soil borings. The pavement core/soil borings were located in the field by a G2 representative by measuring from existing site features and landmarks using conventional taping methods. The approximate pavement core/soil boring locations are shown on the Soil Boring Location Plan, Plate No. 1. Ground surface elevations were not available at the time of the field investigation. We recommend the soil boring locations of SB-1 through SB-3, be surveyed so that soil and groundwater conditions can be referenced by elevation for use in construction.

We used a gas powered core rig equipped with a 6-inch diameter diamond-tipped core barrel to core the pavement at the pavement core/soil boring location. The pavement cores were drilled through the full depth of the existing pavement structure to obtain an accurate determination of the pavement thickness. The core samples were delivered to our laboratory for length measurement and photograph.

The soil borings were drilled using a truck-mounted rotary drilling rig. Continuous flight, 2-1/4-inch inside diameter, hollow-stem augers were used to advance the boreholes. The soil samples were obtained at intervals of 2-1/2 feet within the upper 10 feet and at 5 feet intervals below 10 feet by the



Standard Penetration Test (SPT) method ASTM D1586, which involves driving a 2-inch diameter split-spoon sampler into the soil with a 140-pound weight falling 30 inches. The sampler is generally driven three successive 6-inch increments with the number of blows for each increment recorded. The number of blows required to advance the sampler the last 12 inches is termed the Standard Penetration Resistance (N). The blow counts for each 6-inch increment and the resulting N-value are presented on the soil boring logs.

The soil samples were placed in sealed containers in the field and brought to the laboratory for testing and classification. During the drilling operations, the drilling crew maintained logs of the encountered subsurface conditions, including changes in stratigraphy and observed groundwater levels of the soil borings to be used in conjunction with our analyses of the subsurface conditions. The final boring logs are based on the field logs and laboratory soil classification and testing. After completion of the drilling operations, the boreholes were backfilled with excavated soil and capped with cold patch.

### **LABORATORY TESTING**

The pavement core sample and soil samples from the boring were delivered to the G2 laboratory in Troy, Michigan for photographs and length measurements of the core sample and basic index tests on soil samples. A photograph and length measurement for the core samples are presented as Figure Nos. 9 through 14 in the Appendix.

Representative soil samples were subjected to laboratory testing to determine soil parameters pertinent to pavement design and underground utility construction. An experienced geotechnical engineer classified the samples in general conformance with the Unified Soil Classification System.

Laboratory testing included grain size distribution, natural moisture content, dry density, organic matter content (loss-on-ignition), and unconfined compressive strength determinations. Grain-size distribution was determined in general conformance with ASTM C 136 method of testing. The organic matter content of representative samples was determined in accordance with ASTM Test Method D 2974, "Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils". The unconfined compressive strengths were determined by ASTM Test Method D2166 and using a spring-loaded hand penetrometer. Per ASTM D2166, the unconfined compressive strength of cohesive soils is determined by axially loading a small cylindrical soil sample under a slow rate of strain. The unconfined compressive strength is defined as the maximum stress applied to the soil sample before shear failure. If shear failure does not occur prior to a total strain of 15 percent, the unconfined compressive strength is defined as the stress at a strain of 15 percent. The hand penetrometer estimates the unconfined compressive strength to a maximum of 4-1/2 tons per square foot (tsf) by measuring the resistance of the soil sample to the penetration of a calibrated spring-loaded cylinder.

The results of the moisture content, organic matter content, dry density, and unconfined compressive strength laboratory tests are indicated on the soil boring logs at the depths the samples were obtained. Unconfined Compressive Strength Test are shown graphically on Figure No. 7 within the Appendix. The grain-size analyses are presented in the Appendix as Grain Size Distribution, Figure No. 8. We will hold the soil samples for 60 days from the date of this report. If you would like the samples, please let us know.

### **PAVEMENT AND SUBSURFACE SOIL CONDITIONS**

The project begins on Wimbleton Drive, east of Woodward Avenue, with an eastbound and westbound travel lane until the project limits at Warwick Street. The project also includes three additional roadway segments: Twin Oaks Lane, which extends north of Wimbleton Drive approximately 200 feet north to the dead end, Abbey Street from south of Wimbleton Drive to approximately 150 feet south to the dead end, and Oxford Street from Wimbleton Drive to approximately 100 feet north.

Residential properties are present along Wimbledon Drive within the project limits. A topographic survey was not available upon completion of this report. However, site grades along Wimbledon Drive are relatively flat as any minor grade changes are gradual along the roadway alignment.

Wimbledon Drive consists of bituminous concrete pavements with greenbelt present along the pavement edge. The existing bituminous concrete pavements are generally in fair to poor condition with less than half of the pavement surface exhibiting moderate transverse, reflective, and longitudinal cracking. However, areas of high severity fatigue and block cracking are present to a lesser extent. The pavements are crowned, allowing surface runoff water to drain into the adjacent greenbelt.

Bituminous concrete and/or chip seal is present at the ground surface of the borings and generally ranges in thickness from 3 to 5-3/4 inches. We will refer to the section as bituminous concrete throughout the report. However, only 1 inch of bituminous concrete pavement is present at the ground surface of pavement core PC-3. Natural sand and gravel aggregate base fill is present below the bituminous concrete with borings SB-1 and SB-3, measuring 8-1/4 and 6-1/4 inches thick, respectively. No distinguishable aggregate base was encountered beneath the bituminous concrete within boring SB-2.

Granular fill soils, consisting of silty sand, gravelly sand, and sand, underlie the pavement section within borings SB-1 and SB-3, extending to depths of 5-1/2 and 12 feet, respectively. Silty clay fill with trace organic matter, is present below the granular fill soils within boring SB-1 and the pavement section within boring SB-2, extending to depths ranging from 7 to 7-1/2 feet. Native granular soils, consisting of silt and silty sand, underlie the fill soils within borings SB-2 and SB-3 and extend to an approximate depth of 22 feet within boring SB-2 and the explored depth of 25 feet within boring SB-3. Native silty clay is present below the silty clay fill within boring SB-1 and the native silt within boring SB-2, extending to the explored depth of 25 feet.

The granular fill soils are very loose to medium compact with Standard Penetration Test (SPT) N-values ranging from 2 to 19 blows per foot (bpf). The silty clay fill is stiff to very stiff in consistency with moisture contents ranging from 13 to 16 percent, an organic matter content of 1.2 percent, and unconfined compressive strengths ranging from 2,000 to 4,000 pounds per square foot (psf). The native granular soils are medium compact with SPT N-values ranging from 11 to 25 bpf. The native silty clay is very stiff in consistency with natural moisture contents ranging from 16 to 21 percent, dry densities ranging from 110 to 114 pounds per cubic foot (pcf), and unconfined compressive strengths ranging from 4,500 to 5,000 psf.

The stratification depths shown on the soil boring logs represent the soil conditions at the boring locations. Variations may occur between borings. Additionally, the stratigraphic lines represent the approximate boundaries between soil types. The transition may be more gradual than what is shown. We have prepared the boring logs on the basis of laboratory classification and testing as well as field logs of the soils encountered.

Soil Boring Location Plan, Plate No. 1, Soil Boring Logs, Figure Nos. 1 through 6, Unconfined Compressive Strength Test, Figure No. 7, and Grain Size Distribution, Figure No. 8, are presented in the Appendix. Photographs of the pavement core samples are included as Figure Nos. 9 through 14. The soil profiles described above are generalized descriptions of the conditions encountered at the boring locations. General Notes Terminology defining the nomenclature used on the soil boring logs and elsewhere in this report are presented on Figure No. 15.

## GROUNDWATER CONDITIONS

Groundwater observations were made during drilling operations and removal of the drilling augers. During drilling operations, groundwater was observed within borings SB-2 and SB-3 at depths of 7 and 12 feet, respectively. Upon removal of the drilling augers, groundwater was measured at an approximate depth of 11 feet within boring SB-3. It should be noted that a wet collapse of the borehole





was measured at an approximate depth of 7-1/2 feet upon removal of the drilling augers within boring SB-2. No measurable groundwater was observed within boring SB-1 during drilling operations or upon removal of the drilling augers. Fluctuations in perched and long-term groundwater levels should be anticipated due to seasonal variations and following periods of prolonged precipitation.

## **UNDERGROUND UTILITY CONSTRUCTION RECOMMENDATIONS**

### **General**

We assume underground utilities will be installed using open-cut installation methods. It is assumed that maximum excavation depths for the water main will extend up to 6-1/2 feet and between 9 to 15 feet for the combine sewer. Once the proposed pipeline profile becomes available and the pipeline installation methods for each segment of the pipeline alignment have been established, G2 should be notified so that we can review our recommendations presented herein.

### **Groundwater Control**

Groundwater was observed within soil borings SB-2 and SB-3 at depths ranging from 7 to 12 feet during drilling operations. The proposed water main invert is approximately 6-1/2 feet below existing grades and sewer invert depths ranging from 9 to 15 feet below existing grades. Therefore, it will be necessary to temporarily lower the groundwater table prior to excavation in order to construct the utilities under dry conditions. We anticipate dewatering will be required near borings SB-2 and SB-3.

We recommend temporary groundwater control consist of pumping from properly constructed sumps where the groundwater may need to be lowered only 1 to 2 feet. We anticipate this will be required in the areas of soil borings SB-2 and SB-3 for the new water main construction. We recommend that well points be installed to lower the groundwater level more than 2 feet prior to beginning excavation operations. We anticipate well points may be required in the areas of soil borings SB-2 and SB-3 for construction of the combined sewer. The well points should be installed by a qualified dewatering contractor. The quantity of the wells will depend on the depth of the wells, the size of the pump that will be used, and the effective hydraulic conductivity of the soils being dewatered. The dewatering contractor should perform his own pump tests to determine the actual hydraulic conductivity of the soil. For estimation purposes, it may be assumed that the silty sand within boring SB-2 will have approximate hydraulic conductivities ranging from  $1 \times 10^{-3}$  to  $1 \times 10^{-4}$  cm/s, and the silt within borings SB-2 and SB-3 will have approximate hydraulic conductivities ranging from  $1 \times 10^{-4}$  to  $1 \times 10^{-6}$  cm/s.

### **Open Cut Excavations**

Temporary unsurcharged trench excavations for the proposed open-cut water main installation operations must be sloped back at a minimum of 2H:1V (horizontal: vertical) within the existing very loose to loose granular soils, 1-1/2H:1V within the medium compact granular soils, and at a minimum of 1H:1V within the stiff to very stiff cohesive soils. Where seepage from excavation cuts is observed, the slopes must be flattened sufficiently to achieve stability, but in no case left steeper than 3H:1V at and below the seepage level. If the temporary construction embankments are to be maintained during the rainy season, berms are suggested along the tops of the embankments to prevent runoff water from entering the excavation and eroding the slope faces. The soils exposed in slope faces should be inspected by qualified personnel so modifications of the slopes can be made if variations in the soil or water conditions occur. If sufficient space for open cut consideration is not available trench box shoring may be used.

Trench box shoring may be used provided some lateral deflection of adjacent soils can be tolerated. If a trench box is used, excavations should be performed from within the trench box, such that no unsupported vertical cut is allowed to exist. A trench box is not recommended where adjacent utilities, roadways, or structures are located less than a lateral distance delineated by a plane extending upward from the bottom edges of the excavation at a 1H:1V slope.



All excavations should be safely sheeted, shored, sloped, or brace in accordance with MI-OSHA requirements. If material is stored or equipment is operated near the excavation, stronger shoring must be used to resist the extra pressure due to the superimposed loads. Care should always be exercised when excavating near existing buildings, roadways, or utilities to avoid undermining. In no case should excavations extend below the level of adjacent structures or utilities unless underpinning is planned.

### **Pipeline Support**

Based on the observed subsurface conditions and the anticipated invert elevations, we expect the proposed combined sewer and water main will generally be supported on very loose to medium compact granular soils and stiff to very stiff cohesive soils. In general, these soils are adequate for support of the utilities; however, where very loose granular soils are present within any open-cut excavations, we recommend the water main trench invert at approximate depths of 6-1/2 feet be compacted to further densify any loose granular material. Bedding material for the proposed sewer should consist of MDOT 6A open-graded material. Differential movements of the sewer pipeline may occur if the trench bottom is not adequately stabilized. The exposed subgrade should be visually evaluated for stability prior to the backfilling of the construction excavations.

### **Trench Backfill**

The existing silty clay fill, native silty clay, and native silt are not suitable to be reused as backfill within construction excavations. However, the existing sand fill, gravelly sand fill, and silty sand fill, and native silty sand, can be reused as engineered fill provided it is placed near its optimum moisture content. We recommend clean granular engineered fill should be used to backfill around water main and the remainder of the utility trench. We recommend MDOT Class II sand be used as backfill around the sewer or water main pipe up to the springline of the pipe, while making sure that the void beneath the haunches of the pipe are completely filled. The initial lift should be compacted using light-duty compaction equipment, such as walk-behind vibratory plate compactors, and should be compacted in a manner that will not disturb the pipe alignment. The next lift of engineered fill may then be placed to 9 inches above the top of the pipe. Again, light-duty compaction equipment should be used to complete the compaction of the engineered fill.

After the bedding material and initial lift of backfill has been placed and compacted, the remainder of the trench should be backfilled in an engineered manner. The engineered fill should be free of organic matter, frozen soil, clods, or other harmful material. All engineered backfill should be placed in loose layers not to exceed 9 inches in thickness and should be mechanically compacted to achieve a density of at least 95 percent of the materials maximum dry density as determined by the Modified Proctor compact test (ASTM D1557) or in accordance with the latest version of the Michigan Department of Transportation "Density Testing and Inspection Manual". Granular engineered fill material should be placed and compacted at moisture contents within 2 percent above or below the optimum moisture content.

## **PAVEMENT RECOMMENDATIONS**

### **General**

The proposed Wimbledon Drive pavement improvements are to reconstruct the existing pavements over newly installed underground utilities with a new Portland cement concrete or bituminous concrete pavement section. At the time of the investigation, finished site grades were not available. The underlying subgrade soils should be suitable for support of proposed pavements following satisfactory completion of subgrade preparation operations as described in the Pavement Subgrade Preparation Recommendations section of this report.

### **Pavement Subgrade Preparation Recommendations**

The existing bituminous concrete pavements should be completely removed. The exposed subgrade soils should be graded to promote effective subsurface drainage and then compacted. Once a rough grade has been achieved, the exposed subgrade soils should be evaluated for stability. We recommend the existing granular subgrade soils be proof compacted with a large vibratory roller. We recommend the roller make a minimum of 10 passes across the granular subgrade soils. If cohesive soils are present, we recommend cohesive subgrade soils be proof rolled with a fully loaded tri-axle dump truck. Any unstable or unsuitable areas noted should be improved by additional compaction or removed and replaced with engineered fill.

Subgrade undercuts, if required, should be evaluated by a qualified engineering technician to determine if subgrade stabilization is necessary. We recommend that undercut excavations, where required, be backfilled MDOT 21AA placed in an engineered manner. Lift thicknesses should not exceed 9 inches. All engineered fill should be compacted to a density of at least 95 percent of the maximum density determined by the Modified Proctor (ASTM D 1557) method of testing. All engineered fill material should be placed and compacted at approximately the optimum moisture content. Frozen material should not be used as fill, nor should fill be placed on a frozen subgrade.

### **Pavement Design**

We performed pavement design analyses in accordance with the "AASHTO Guide for Design of Pavement Structures". The subgrade soils will generally consist of fill soils and engineered fill placed over utilities. Based on the existing subgrade soils, we have provided design pavement sections based on an effective subgrade resilient modulus of 5,000 pounds per square inch (psi) and an effective modulus of subgrade reaction,  $k$ , of 50 pounds per cubic inch (pci).

For the proposed new pavement section, we estimated a serviceability loss of 2.0, a standard deviation of 0.39 for rigid pavements, a reliability factor of 0.95, load transfer coefficient of 3.2, a drainage coefficient of 1.0, a Portland cement concrete modulus of rupture of 670 psi, and an elastic modulus of the Portland cement concrete slab of 4,200,000 psi. The proposed pavement section is designed to support 200,000 18-kip Equivalent Single-Axle Loads over a 20 year design life. If traffic volume information changes, G2 Consulting Group should be notified so we can reevaluate our recommendations.

Based on the proposed pavement section for Wimbleton Drive 2 inches of MDOT 5EML bituminous concrete wearing course, 3 inches of MDOT 3EML bituminous concrete leveling course, supported on a minimum of 8 inches of MDOT 21AA aggregate base. Alternatively, we recommend a Portland cement concrete design section consisting of 7 inches of MDOT 3500HP Portland cement concrete supported on a minimum of 8 inches of MDOT 21AA aggregate base.

Binder grades PG 64-22 are suitable for use with the bituminous concrete mixtures. Top course mixtures should be limited to Tier 1 Recycled Asphalt Percentage (RAP) addition requirements as noted in MDOT Special Provision 12SP501(E) to reduce early reflective cracking. Any imported aggregate base should consist of MDOT 21AA aggregate. MDOT 3500HP grade concrete is recommended for mainline paving. It is recommended that 3500HP grade concrete mixtures contain at least 25 percent GGBFS substitution for Portland cement or use low alkali (0.6% or less total cement alkali) Type I or Type II cement. All pavement materials are specified within the 2020 Standard Specifications for Construction from the Michigan Department of Transportation.

All pavement materials are specified within the 2020 Standard Specifications for Construction from the Michigan Department of Transportation. The bituminous concrete pavement materials are described in Section 501 and can be assigned a structural coefficient number of 0.42. Any imported aggregate base material can be assigned a structural coefficient number of 0.14.

### **Pavement Drainage**

We recommend the proposed pavement have Portland cement concrete curbs with catch basins to provide surface drainage. We recommend edge drains be provided continuously along curbs since they can become a source of water infiltration into the pavement subgrade. Such drains should extend to minimum depths of 4 inches below the bottom of the proposed aggregate base course or granular fill placed within undercut areas. These drains could be connected to nearby catch basins. The pavement and subgrade should be properly sloped to promote effective surface and subsurface drainage and prevent water from ponding. We also recommend pavement subbase materials consist of non-frost-susceptible aggregates where possible.

### **Pavement Maintenance**

We recommend that the joints within newly constructed Portland cement concrete pavements be sealed with hot rubber to prevent moisture intrusion into the subgrade soils below, as well as prevent spalling of the joint due to material entering the joint.

Regular timely maintenance should be performed on the pavement to reduce the potential deterioration associated with moisture infiltration through surface cracks. The owner should be prepared to seal the cracks with a hot-applied elastic crack filler as soon as possible after cracking develops and as often as necessary to block the passage of water to the subgrade soils. In addition, regular joint maintenance should be performed.

### **GENERAL COMMENTS**

We have formulated the evaluations and recommendations presented in this report relative to underground utility construction, site preparation, and pavement reconstruction on the basis of data provided to us relating to the general location for the proposed pavement improvements. Any significant change in this data should be brought to our attention for review and evaluation with respect to the prevailing subsurface conditions.

The scope of the present investigation was limited to evaluation of subsurface conditions for the support of the new underground utilities, pavements, and other related aspects of the development. No chemical, environmental, or hydrogeological testing or analyses were included in the scope of this investigation. If changes occur in the design, location, or concept of the project, the conclusions and recommendations contained in this report are not valid unless G2 Consulting Group, LLC reviews the changes. G2 Consulting Group, LLC will then confirm the recommendations presented herein or make changes in writing.

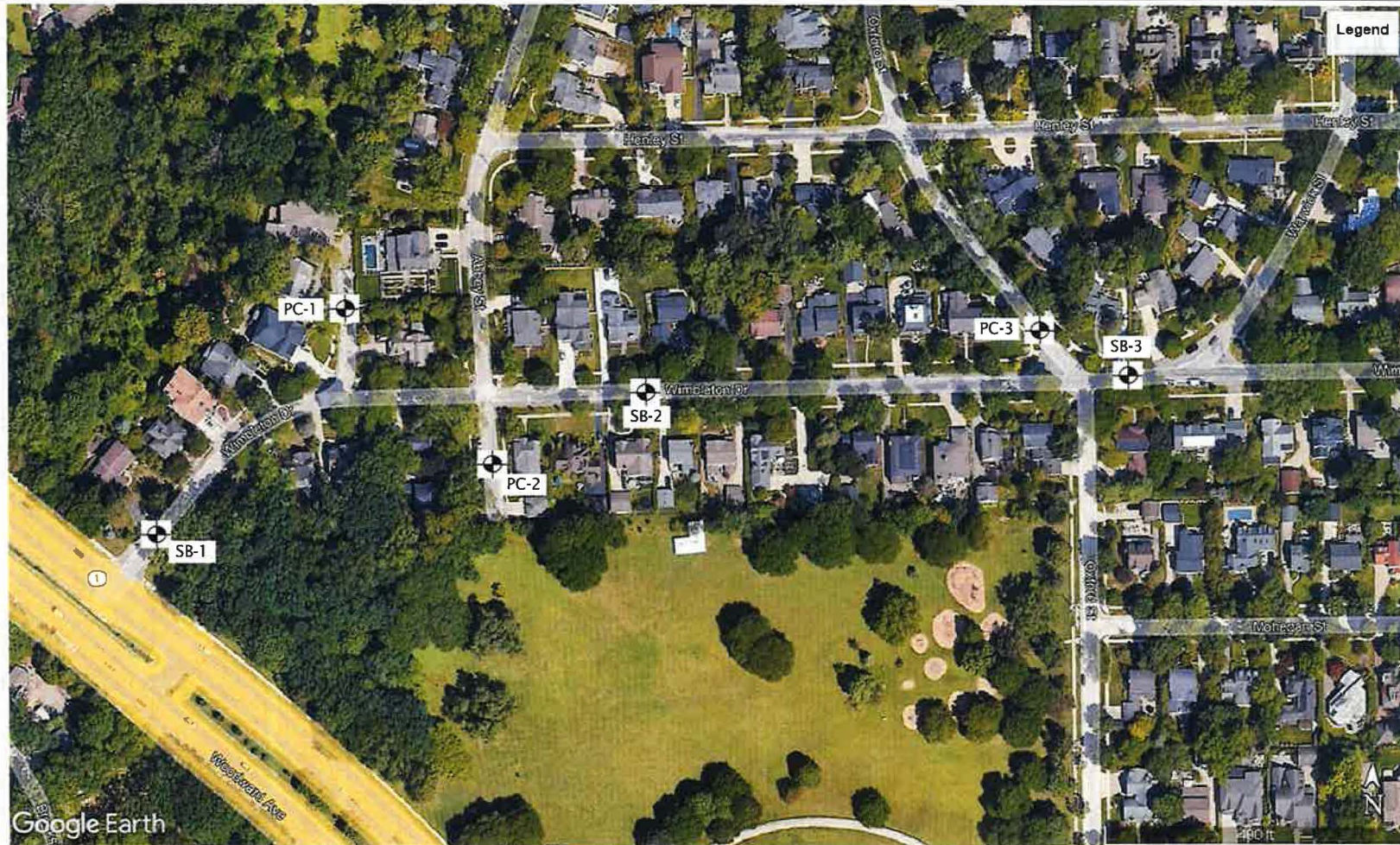
We have based the analyses and recommendations submitted in this report upon the data from soil borings performed at the approximate locations shown on the Soil Boring Location Plan, Plate No. 1. This report does not reflect variations that may occur between the actual boring locations. The nature and extent of any such variations may not become clear until the time of construction. If significant variations then become evident, it may be necessary for us to re-evaluate our report recommendations.

Soil conditions at the site could vary from those generalized on the basis of soil borings made at specific locations. It is, therefore, recommended that G2 Consulting Group, LLC be retained to provide soil engineering services during the site preparation and pavement construction phases of the proposed project. This is to observe compliance with the design concepts, specifications, and recommendations. Also, this allows design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction.

## **APPENDIX**

|                                      |                          |
|--------------------------------------|--------------------------|
| Soil Boring Location Plan            | Plate No. 1              |
| Soil Boring Logs                     | Figure Nos. 1 through 6  |
| Unconfined Compressive Strength Test | Figure No. 7             |
| Grain Size Distribution              | Figure No. 8             |
| Photographic Documentation           | Figure Nos. 9 through 14 |
| General Notes Terminology            | Figure No. 15            |





Legend

**Legend**

☛ Pavement Core/Soil Borings performed by G2 Consulting Group, LLC and Triple R Drilling on August 26, 2024

**Soil Boring Location Plan**

Wimbleton Drive Site Improvements  
Woodward Avenue to Warwick Street  
Birmingham, Michigan



|                    |       |
|--------------------|-------|
| Project No. 240683 |       |
| Drawn by: JMH      |       |
| Date: 9/17/24      | Plate |
| Scale: NTS         | No. 1 |

Project Name: **Wimbleton Drive Paving and Underground Improvements**  
 Project Location: **Woodward Avenue to Warwick Street  
Birmingham, Michigan**  
 G2 Project No. **240683**  
 Latitude: **N/A** Longitude: **N/A**



**Soil Boring No. SB-1**  
**CONSULTING GROUP**

**SUBSURFACE PROFILE**

**SOIL SAMPLE DATA**

| DEPTH (ft) | PRO-FILE | GROUND SURFACE ELEVATION: N/A                                             | DEPTH (ft) | SAMPLE TYPE-NO. | BLOWS/6-INCHES | STD. PEN. RESISTANCE (N) | MOISTURE CONTENT (%) | DRY DENSITY (PCF) | UNCONF. COMP. STR. (PSF) |
|------------|----------|---------------------------------------------------------------------------|------------|-----------------|----------------|--------------------------|----------------------|-------------------|--------------------------|
|            |          | Bituminious Concrete (3-3/4 inches)                                       | 0.3        |                 |                |                          |                      |                   |                          |
|            |          | Natural Aggregate Base: Brown Sand and Gravel (8-1/4 inches)              | 1.0        |                 |                |                          |                      |                   |                          |
|            |          | Fill: Loose to Medium Compact Brown Silty Sand with trace clay and gravel |            | S-1             | 10<br>12<br>7  | 19                       |                      |                   |                          |
| 5          |          |                                                                           | 5          | S-2             | 6<br>4<br>3    | 7                        |                      |                   |                          |
|            |          | Fill: Stiff Brown Silty Clay with trace sand and gravel                   | 5.5        |                 |                |                          |                      |                   |                          |
|            |          |                                                                           |            | S-3             | 1<br>1<br>1    | 2                        | 17.1                 |                   | 2000*                    |
| 10         |          |                                                                           | 10         | S-4             | 2<br>3<br>4    | 7                        | 16.7                 | 114               | 4850                     |
|            |          |                                                                           |            |                 |                |                          |                      |                   |                          |
| 15         |          |                                                                           | 15         | S-5             | 2<br>4<br>5    | 9                        | 17.6                 | 110               | 4830                     |
|            |          | Very Stiff Gray Silty Clay with trace sand and gravel                     |            |                 |                |                          |                      |                   |                          |
| 20         |          |                                                                           | 20         | S-6             | 3<br>6<br>7    | 13                       | 17.3                 |                   | 5000*                    |
|            |          |                                                                           |            |                 |                |                          |                      |                   |                          |
| 25         |          |                                                                           | 25         | S-7             | 3<br>6<br>7    | 13                       | 16.1                 |                   | 5000*                    |
|            |          | End of Boring @ 25 ft                                                     |            |                 |                |                          |                      |                   |                          |
| 30         |          |                                                                           | 30         |                 |                |                          |                      |                   |                          |
|            |          |                                                                           |            |                 |                |                          |                      |                   |                          |
| 35         |          |                                                                           | 35         |                 |                |                          |                      |                   |                          |

Total Depth: **25 ft**  
 Drilling Date: **August 26, 2024**  
 Inspector:  
 Contractor: **Triple R Drilling**  
 Driller: **R. Rau**

Water Level Observation:  
**Dry during and upon completion**

Notes:  
 \* Calibrated Hand Penetrometer

Drilling Method:  
 6-inch diameter diamond tipped core barrel; 2-1/4 inch inside diameter hollow stem augers

Excavation Backfilling Procedure:  
 Auger cuttings and capped with cold patch

Figure No. 1



Project Name: Wimbleton Drive Paving and Underground Improvements  
 Project Location: Woodward Avenue to Warwick Street  
 Birmingham, Michigan

G2 Project No. 240683

Latitude: N/A Longitude: N/A



Soil Boring No. **SB-2**  
**CONSULTING GROUP**

| SUBSURFACE PROFILE |              |                                                                                                               |  | SOIL SAMPLE DATA |                    |                    |                                |                            |                         |                                |
|--------------------|--------------|---------------------------------------------------------------------------------------------------------------|--|------------------|--------------------|--------------------|--------------------------------|----------------------------|-------------------------|--------------------------------|
| DEPTH<br>(ft)      | PRO-<br>FILE | GROUND SURFACE ELEVATION: N/A                                                                                 |  | DEPTH<br>(ft)    | SAMPLE<br>TYPE-NO. | BLOWS/<br>6-INCHES | STD. PEN.<br>RESISTANCE<br>(N) | MOISTURE<br>CONTENT<br>(%) | DRY<br>DENSITY<br>(PCF) | UNCONF.<br>COMP. STR.<br>(PSF) |
|                    |              | Bituminious Concrete (5 inches)                                                                               |  | 0.4              |                    |                    |                                |                            |                         |                                |
|                    |              | Fill: Stiff Dark Brown Silty Clay with trace silt, gravel, and organic matter (Organic Matter Content = 1.2%) |  | 3.0              | S-1                | 2<br>1<br>2        | 3                              | 12.5                       |                         | 3000*                          |
| 5                  |              | Fill: Very Stiff Brown Silty Clay with trace sand and gravel                                                  |  | 5                | S-2                | 2<br>2<br>1        | 3                              | 15.9                       |                         | 4000*                          |
|                    |              |                                                                                                               |  | 7.0              | S-3                | 2<br>5<br>6        | 11                             |                            |                         |                                |
| 10                 |              | Medium Compact Brown Silty Sand with trace clay and gravel                                                    |  | 10               | S-4                | 6<br>8<br>11       | 19                             |                            |                         |                                |
|                    |              |                                                                                                               |  | 12.0             |                    |                    |                                |                            |                         |                                |
| 15                 |              | Medium Compact Gray Silt with trace clay, sand, and gravel                                                    |  | 15               | S-5                | 8<br>8<br>11       | 19                             |                            |                         |                                |
| 20                 |              |                                                                                                               |  | 20               | S-6                | 12<br>14<br>11     | 25                             |                            |                         |                                |
|                    |              |                                                                                                               |  | 22.0             |                    |                    |                                |                            |                         |                                |
| 25                 |              | Very Stiff Gray Silty Clay with trace sand and gravel                                                         |  | 25.0             | S-7                | 6<br>6<br>8        | 14                             | 21.9                       |                         | 4500*                          |
|                    |              | End of Boring @ 25 ft                                                                                         |  |                  |                    |                    |                                |                            |                         |                                |
| 30                 |              |                                                                                                               |  | 30               |                    |                    |                                |                            |                         |                                |
| 35                 |              |                                                                                                               |  | 35               |                    |                    |                                |                            |                         |                                |

Total Depth: 25 ft  
 Drilling Date: August 26, 2024  
 Inspector:  
 Contractor: Triple R Drilling  
 Driller: R. Rau

Water Level Observation:  
 7 feet during; wet cave measured at 7-1/2 feet upon removal of augers

Notes:  
 Borehole collapsed at 7-1/2 ft after auger removal  
 \* Calibrated Hand Penetrometer

Drilling Method:  
 6-inch diameter diamond tipped core barrel; 2-1/4 inch inside diameter hollow stem augers

Excavation Backfilling Procedure:  
 Auger cuttings and capped with cold patch

Figure No. 2

Project Name: Wimbleton Drive Paving and Underground Improvements  
 Project Location: Woodward Avenue to Warwick Street  
 Birmingham, Michigan

G2 Project No. 240683

Latitude: N/A

Longitude: N/A



Soil Boring No. SB-3

CONSULTING GROUP

### SUBSURFACE PROFILE

### SOIL SAMPLE DATA

| DEPTH (ft) | PRO-FILE | GROUND SURFACE ELEVATION: N/A                                | DEPTH (ft) | SAMPLE TYPE-NO. | BLOWS/6-INCHES | STD. PEN. RESISTANCE (N) | MOISTURE CONTENT (%) | DRY DENSITY (PCF) | UNCONF. COMP. STR. (PSF) |
|------------|----------|--------------------------------------------------------------|------------|-----------------|----------------|--------------------------|----------------------|-------------------|--------------------------|
|            |          | Bituminious Concrete (5-3/4 inches)                          | 0.5        |                 |                |                          |                      |                   |                          |
|            |          | Natural Aggregate Base: Brown Sand and Gravel (6-1/4 inches) | 1.0        |                 |                |                          |                      |                   |                          |
|            |          | Fill: Loose Brown Sand with trace silt and gravel            | 3.0        | S-1             | 4<br>4<br>5    | 9                        |                      |                   |                          |
| 5          |          | Fill: Loose Brown Gravelly Sand with trace silt              | 5          | S-2             | 3<br>3<br>2    | 5                        |                      |                   |                          |
|            |          | Fill: Very Loose Brown Silty Sand with trace clay and gravel | 6.0        |                 |                |                          |                      |                   |                          |
|            |          |                                                              | 8.0        | S-3             | 1<br>1<br>1    | 2                        |                      |                   |                          |
| 10         |          | Fill: Very Loose Brown Gravelly Sand with trace silt         | 10         | S-4             | 1<br>1<br>1    | 2                        |                      |                   |                          |
|            |          |                                                              | 12.0       |                 |                |                          |                      |                   |                          |
| 15         |          |                                                              | 15         | S-5             | 4<br>5<br>6    | 11                       |                      |                   |                          |
|            |          |                                                              |            |                 |                |                          |                      |                   |                          |
| 20         |          | Medium Compact Gray Silt with trace clay, sand, and gravel   | 20         | S-6             | 5<br>6<br>8    | 14                       |                      |                   |                          |
|            |          |                                                              |            |                 |                |                          |                      |                   |                          |
| 25         |          |                                                              | 25         | S-7             | 6<br>8<br>11   | 19                       |                      |                   |                          |
|            |          | End of Boring @ 25 ft                                        |            |                 |                |                          |                      |                   |                          |
| 30         |          |                                                              | 30         |                 |                |                          |                      |                   |                          |
|            |          |                                                              |            |                 |                |                          |                      |                   |                          |
| 35         |          |                                                              | 35         |                 |                |                          |                      |                   |                          |

Total Depth: 25 ft  
 Drilling Date: August 26, 2024  
 Inspector:  
 Contractor: Triple R Drilling  
 Driller: R. Rau

Water Level Observation:  
 12 feet during; 11 feet upon completion

Notes:  
 Borehole collapsed at 11-1/2 ft after auger removal

Excavation Backfilling Procedure:  
 Auger cuttings and capped with cold patch

Drilling Method:  
 6-inch diameter diamond tipped core barrel; 2-1/4 inch inside diameter hollow stem augers

Figure No. 3

Project Name: Wimbleton Drive Paving and Underground Improvements  
Project Location: Woodward Avenue to Warwick Street  
Birmingham, Michigan

G2 Project No. 240683

Latitude: N/A Longitude: N/A



Soil Boring No. PC-1  
CONSULTING GROUP

SUBSURFACE PROFILE

SOIL SAMPLE DATA

| DEPTH<br>(ft) | PRO-<br>FILE | GROUND SURFACE ELEVATION: N/A | DEPTH<br>(ft) | SAMPLE<br>TYPE-NO. | BLOWS/<br>6-INCHES | STD. PEN.<br>RESISTANCE<br>(N) | MOISTURE<br>CONTENT<br>(%) | DRY<br>DENSITY<br>(PCF) | UNCONF.<br>COMP. STR.<br>(PSF) |
|---------------|--------------|-------------------------------|---------------|--------------------|--------------------|--------------------------------|----------------------------|-------------------------|--------------------------------|
|               |              | Bituminous Concrete (1 inch)  | 0.1           |                    |                    |                                |                            |                         |                                |
|               |              | End of Boring @ 0.1 ft        |               |                    |                    |                                |                            |                         |                                |
| 5             |              |                               | 5             |                    |                    |                                |                            |                         |                                |
| 10            |              |                               | 10            |                    |                    |                                |                            |                         |                                |
| 15            |              |                               | 15            |                    |                    |                                |                            |                         |                                |
| 20            |              |                               | 20            |                    |                    |                                |                            |                         |                                |
| 25            |              |                               | 25            |                    |                    |                                |                            |                         |                                |
| 30            |              |                               | 30            |                    |                    |                                |                            |                         |                                |
| 35            |              |                               | 35            |                    |                    |                                |                            |                         |                                |

Total Depth: 0.1 ft  
Drilling Date: August 26, 2024  
Inspector:  
Contractor: G2 Consulting Group, LLC  
Driller: A. Nolan

Water Level Observation:  
Dry during and upon completion

Excavation Backfilling Procedure:  
Cold patch

Drilling Method:  
6-inch diameter diamond tipped core barrel

Figure No. 4

Project Name: Wimbleton Drive Paving and Underground Improvements  
Project Location: Woodward Avenue to Warwick Street  
Birmingham, Michigan

G2 Project No. 240683

Latitude: N/A Longitude: N/A



Soil Boring No. **PC-2**  
**CONSULTING GROUP**

**SUBSURFACE PROFILE**

**SOIL SAMPLE DATA**

| DEPTH<br>(ft) | PRO-<br>FILE | GROUND SURFACE ELEVATION: N/A      | DEPTH<br>(ft) | SAMPLE<br>TYPE-NO. | BLOWS/<br>6-INCHES | STD. PEN.<br>RESISTANCE<br>(N) | MOISTURE<br>CONTENT<br>(%) | DRY<br>DENSITY<br>(PCF) | UNCONF.<br>COMP. STR.<br>(PSF) |
|---------------|--------------|------------------------------------|---------------|--------------------|--------------------|--------------------------------|----------------------------|-------------------------|--------------------------------|
|               |              | Bituminous Concrete (3 inches) 0.3 |               |                    |                    |                                |                            |                         |                                |
|               |              | End of Boring @ 0.3 ft             |               |                    |                    |                                |                            |                         |                                |
| 5             |              |                                    | 5             |                    |                    |                                |                            |                         |                                |
| 10            |              |                                    | 10            |                    |                    |                                |                            |                         |                                |
| 15            |              |                                    | 15            |                    |                    |                                |                            |                         |                                |
| 20            |              |                                    | 20            |                    |                    |                                |                            |                         |                                |
| 25            |              |                                    | 25            |                    |                    |                                |                            |                         |                                |
| 30            |              |                                    | 30            |                    |                    |                                |                            |                         |                                |
| 35            |              |                                    | 35            |                    |                    |                                |                            |                         |                                |

Total Depth: 0.3 ft  
Drilling Date: August 26, 2024  
Inspector:  
Contractor: G2 Consulting Group, LLC  
Driller: A. Nolan

Water Level Observation:  
Dry during and upon completion

Excavation Backfilling Procedure:  
Cold patch

Drilling Method:  
6-inch diameter diamond tipped core barrel

Figure No. 5

Project Name: Wimbleton Drive Paving and Underground Improvements  
Project Location: Woodward Avenue to Warwick Street  
Birmingham, Michigan

G2 Project No. 240683

Latitude: N/A Longitude: N/A



Soil Boring No. **PC-3**  
**CONSULTING GROUP**

**SUBSURFACE PROFILE**

**SOIL SAMPLE DATA**

| DEPTH<br>(ft) | PRO-<br>FILE | GROUND SURFACE ELEVATION: N/A      | DEPTH<br>(ft) | SAMPLE<br>TYPE-NO. | BLOWS/<br>6-INCHES | STD. PEN.<br>RESISTANCE<br>(N) | MOISTURE<br>CONTENT<br>(%) | DRY<br>DENSITY<br>(PCF) | UNCONF.<br>COMP. STR.<br>(PSF) |
|---------------|--------------|------------------------------------|---------------|--------------------|--------------------|--------------------------------|----------------------------|-------------------------|--------------------------------|
|               |              | Bituminous Concrete (5-1/2 inches) | 0.5           |                    |                    |                                |                            |                         |                                |
|               |              | End of Boring @ 0.5 ft             |               |                    |                    |                                |                            |                         |                                |
| 5             |              |                                    | 5             |                    |                    |                                |                            |                         |                                |
| 10            |              |                                    | 10            |                    |                    |                                |                            |                         |                                |
| 15            |              |                                    | 15            |                    |                    |                                |                            |                         |                                |
| 20            |              |                                    | 20            |                    |                    |                                |                            |                         |                                |
| 25            |              |                                    | 25            |                    |                    |                                |                            |                         |                                |
| 30            |              |                                    | 30            |                    |                    |                                |                            |                         |                                |
| 35            |              |                                    | 35            |                    |                    |                                |                            |                         |                                |

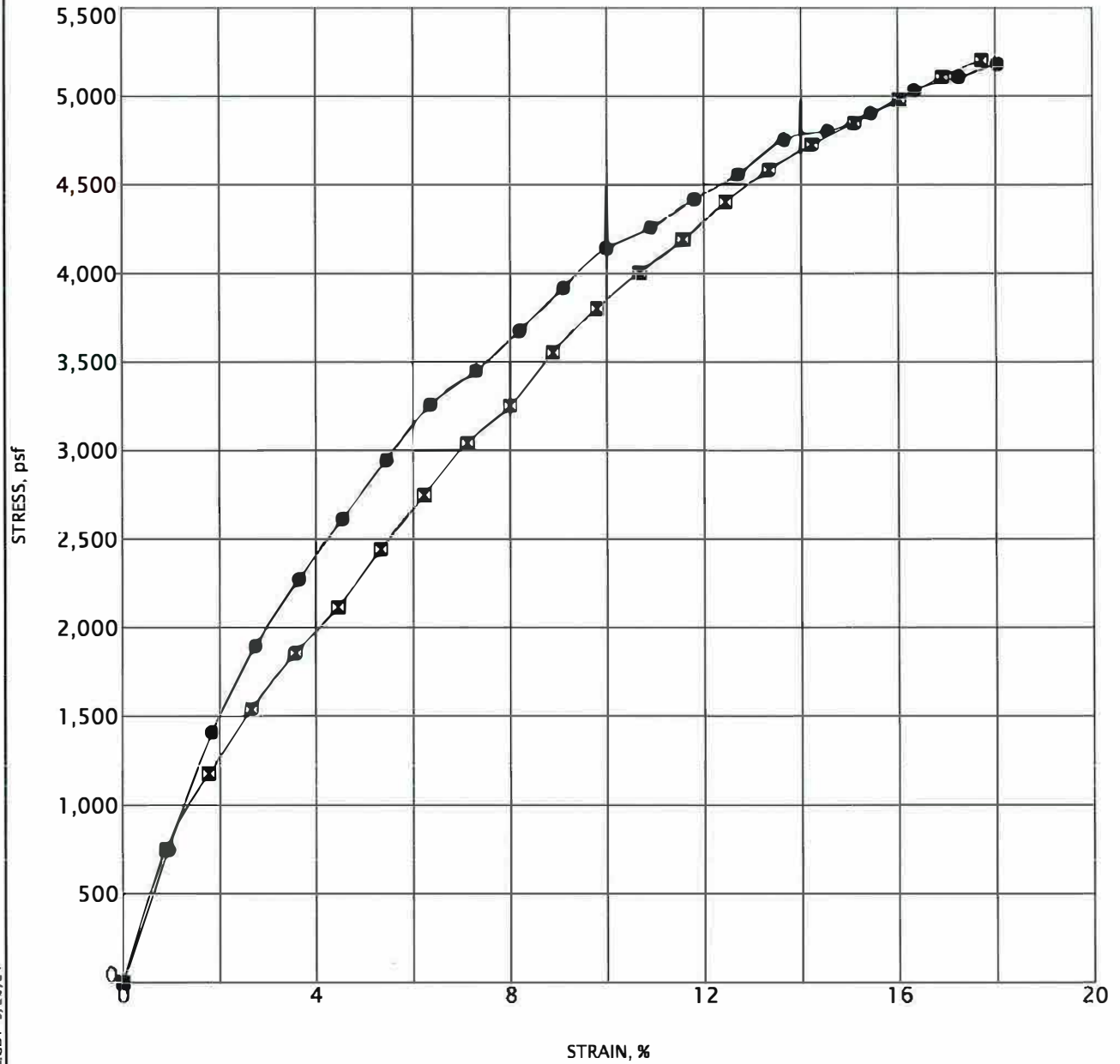
Total Depth: 0.5 ft  
Drilling Date: August 26, 2024  
Inspector:  
Contractor: G2 Consulting Group, LLC  
Driller: A. Nolan

Water Level Observation:  
Dry during and upon completion

Excavation Backfilling Procedure:  
Cold patch

Drilling Method:  
6-inch diameter diamond tipped core barrel

Figure No. 6



| Specimen   | Classification  | MC% | $\gamma_d$ | UC   |
|------------|-----------------|-----|------------|------|
| ● SB-1 S-4 | Gray Silty Clay | 17  | 114        | 4850 |
| ■ SB-1 S-5 | Gray Silty Clay | 18  | 110        | 4830 |
|            |                 |     |            |      |
|            |                 |     |            |      |
|            |                 |     |            |      |
|            |                 |     |            |      |



### UNCONFINED COMPRESSIVE STRENGTH TEST

Project Name: Wimbleton Drive Paving and Underground Improvements  
 Project Location: Woodward Avenue to Warwick Street  
 Birmingham, Michigan

G2 Project No.: 240683

Figure No. 7





|                                                                                                             |                                |                                                           |
|-------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|
|  <b>CONSULTING GROUP</b> | <b>GRAIN SIZE DISTRIBUTION</b> |                                                           |
|                                                                                                             | Project Name:                  | Wimbleton Drive Paving and Underground Improvements       |
|                                                                                                             | Project Location:              | Woodward Avenue to Warwick Street<br>Birmingham, Michigan |
|                                                                                                             | G2 Project No.:                | 240683                                                    |

Figure No. 8

**Photographic Documentation  
Wimbleton Drive Site Improvements  
Birmingham, Michigan  
G2 Project No. 240683**



**Core Photograph of SB-1: Bituminous Concrete = 3-3/4 inches**

**Figure No. 9**



**Photographic Documentation  
Wimbleton Drive Site Improvements  
Birmingham, Michigan  
G2 Project No. 240683**



**Core Photograph of SB-2: Bituminous Concrete = 5 inches**

**Photographic Documentation  
Wimbleton Drive Site Improvements  
Birmingham, Michigan  
G2 Project No. 240683**



**Core Photograph of SB-3: Bituminous Concrete = 5-3/4 inches**

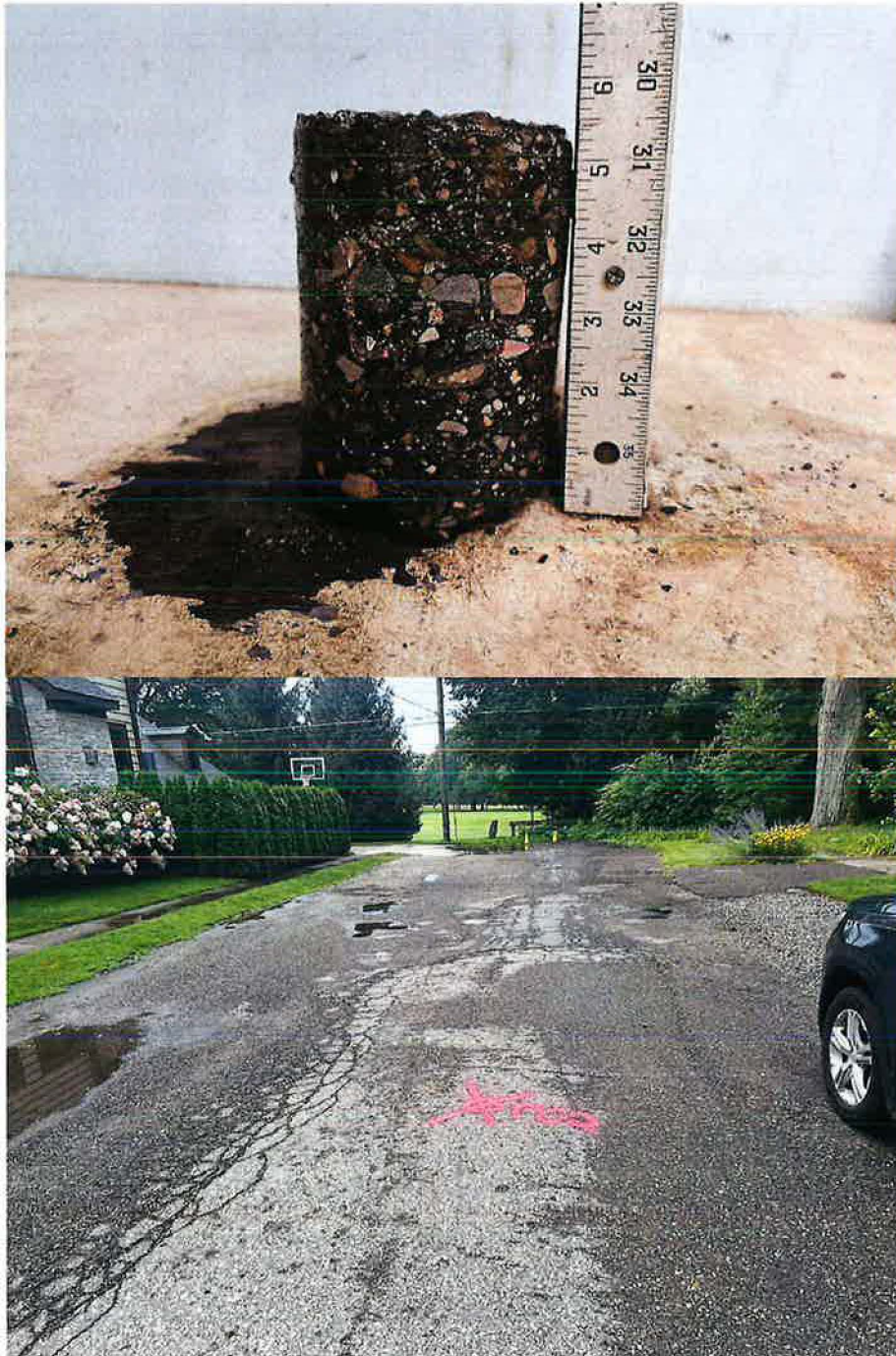


**Photographic Documentation  
Wimbledon Drive Site Improvements  
Birmingham, Michigan  
G2 Project No. 240683**



**Core Photograph of PC-1: Bituminous Concrete = 3 inches**

**Photographic Documentation  
Wimbleton Drive Site Improvements  
Birmingham, Michigan  
G2 Project No. 240683**



Core Photograph of PC-2: Bituminous Concrete = 5-1/2 inches

Figure No. 13



**Photographic Documentation  
Wimbleton Drive Site Improvements  
Birmingham, Michigan  
G2 Project No. 240683**



**Core Photograph of PC-3: Bituminous Concrete = 1 inch**

## GENERAL NOTES TERMINOLOGY

Unless otherwise noted, all terms herein refer to the Standard Definitions presented in ASTM 653.

### PARTICLE SIZE

|                 |                          |
|-----------------|--------------------------|
| Boulders        | - greater than 12 inches |
| Cobbles         | - 3 inches to 12 inches  |
| Gravel - Coarse | - 3/4 inches to 3 inches |
| - Fine          | - No. 4 to 3/4 inches    |
| Sand - Coarse   | - No. 10 to No. 4        |
| - Medium        | - No. 40 to No. 10       |
| - Fine          | - No. 200 to No. 40      |
| Silt            | - 0.005mm to 0.074mm     |
| Clay            | - Less than 0.005mm      |

### CLASSIFICATION

The major soil constituent is the principal noun, i.e. clay, silt, sand, gravel. The second major soil constituent and other minor constituents are reported as follows:

| Second Major Constituent<br>(percent by weight) | Minor Constituent<br>(percent by weight) |
|-------------------------------------------------|------------------------------------------|
| Trace - 1 to 12%                                | Trace - 1 to 12%                         |
| Adjective - 12 to 35%                           | Little - 12 to 23%                       |
| And - over 35%                                  | Some - 23 to 33%                         |

### COHESIVE SOILS

If clay content is sufficient so that clay dominates soil properties, clay becomes the principal noun with the other major soil constituent as modifier, i.e. sandy clay. Other minor soil constituents may be included in accordance with the classification breakdown for cohesionless soils, i.e. silty clay, trace sand, little gravel.

| Consistency | Unconfined Compressive<br>Strength (psf) | Approximate Range of (N) |
|-------------|------------------------------------------|--------------------------|
| Very Soft   | Below 500                                | 0 - 2                    |
| Soft        | 500 - 1,000                              | 3 - 4                    |
| Medium      | 1,000 - 2,000                            | 5 - 8                    |
| Stiff       | 2,000 - 4,000                            | 9 - 15                   |
| Very Stiff  | 4,000 - 8,000                            | 16 - 30                  |
| Hard        | 8,000 - 16,000                           | 31 - 50                  |
| Very Hard   | Over 16,000                              | Over 50                  |

Consistency of cohesive soils is based upon an evaluation of the observed resistance to deformation under load and not upon the Standard Penetration Resistance (N).

### COHESIONLESS SOILS

| Density Classification | Relative Density % | Approximate Range of (N) |
|------------------------|--------------------|--------------------------|
| Very Loose             | 0 - 15             | 0 - 4                    |
| Loose                  | 16 - 35            | 5 - 10                   |
| Medium Compact         | 36 - 65            | 11 - 30                  |
| Compact                | 66 - 85            | 31 - 50                  |
| Very Compact           | 86 - 100           | Over 50                  |

Relative Density of cohesionless soils is based upon the evaluation of the Standard Penetration Resistance (N), modified as required for depth effects, sampling effects, etc.

### SAMPLE DESIGNATIONS

|      |                                                             |
|------|-------------------------------------------------------------|
| AS - | Auger Sample - Cuttings directly from auger flight          |
| BS - | Bottle or Bag Samples                                       |
| S -  | Split Spoon Sample - ASTM D 1586                            |
| LS - | Liner Sample with liner insert 3 inches in length           |
| ST - | Shelby Tube sample - 3 inch diameter unless otherwise noted |
| PS - | Piston Sample - 3 inch diameter unless otherwise noted      |
| RC - | Rock Core - NX core unless otherwise noted                  |

STANDARD PENETRATION TEST (ASTM D 1586) - A 2.0 inch outside-diameter, 1-3/8 inch inside-diameter split barrel sampler is driven into undisturbed soil by means of a 140-pound weight falling freely through a vertical distance of 30 inches. The sampler is normally driven three successive 6-inch increments. The total number of blows required for the final 12 inches of penetration is the Standard Penetration Resistance (N).

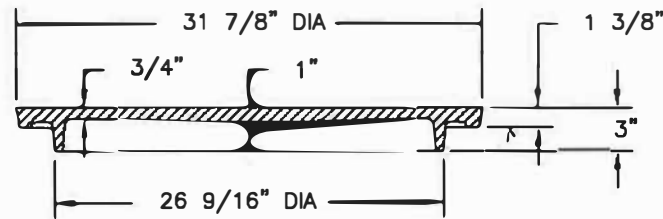
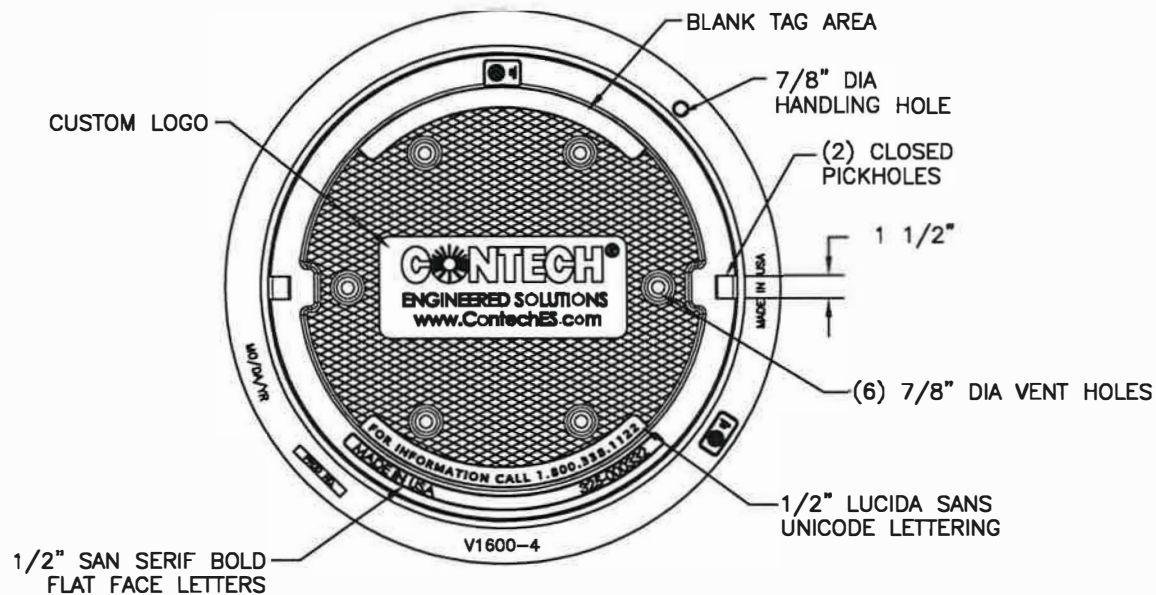
## **APPENDIX – B**

### **Standard Manufacturer Details for Water Quality Structures**

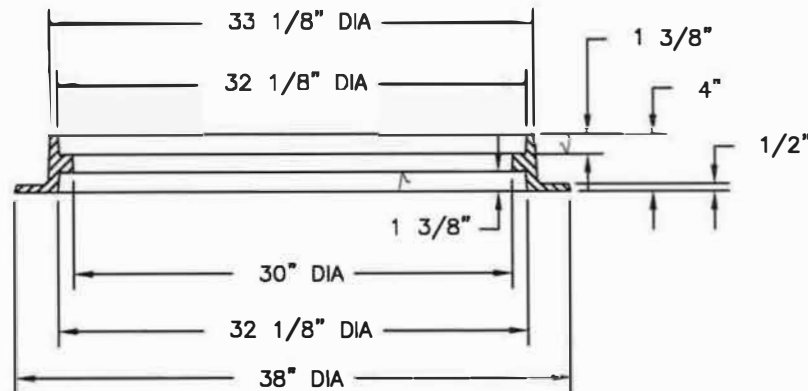


CONTECH  
**PROPOSAL**  
DRAWING

# 1810B4 V1600-4 Assembly



**COVER SECTION**



**FRAME SECTION**

**8D**

## Product Number

**41600483**

## Design Features

-Materials  
Cover  
Gray Iron (CL35B)  
Frame  
Gray Iron (CL35B)

-Design Load  
Heavy Duty  
-Open Area  
n/a  
-Coating  
Undipped  
-√ Designates Machined Surface

## Certification

- ASTM A48  
-Country of Origin: USA

## Major Components

00180783  
41600410

## Drawing Revision

05/09/2007 Designer: SMH  
6/26/2017 Revised by: DAE

## Disclaimer

Weights (lbs./sq.) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ GROUP, Inc. Copyright © 2012 EJ GROUP, Inc. All rights reserved.

## Contact

800 626 4653  
ejco.com

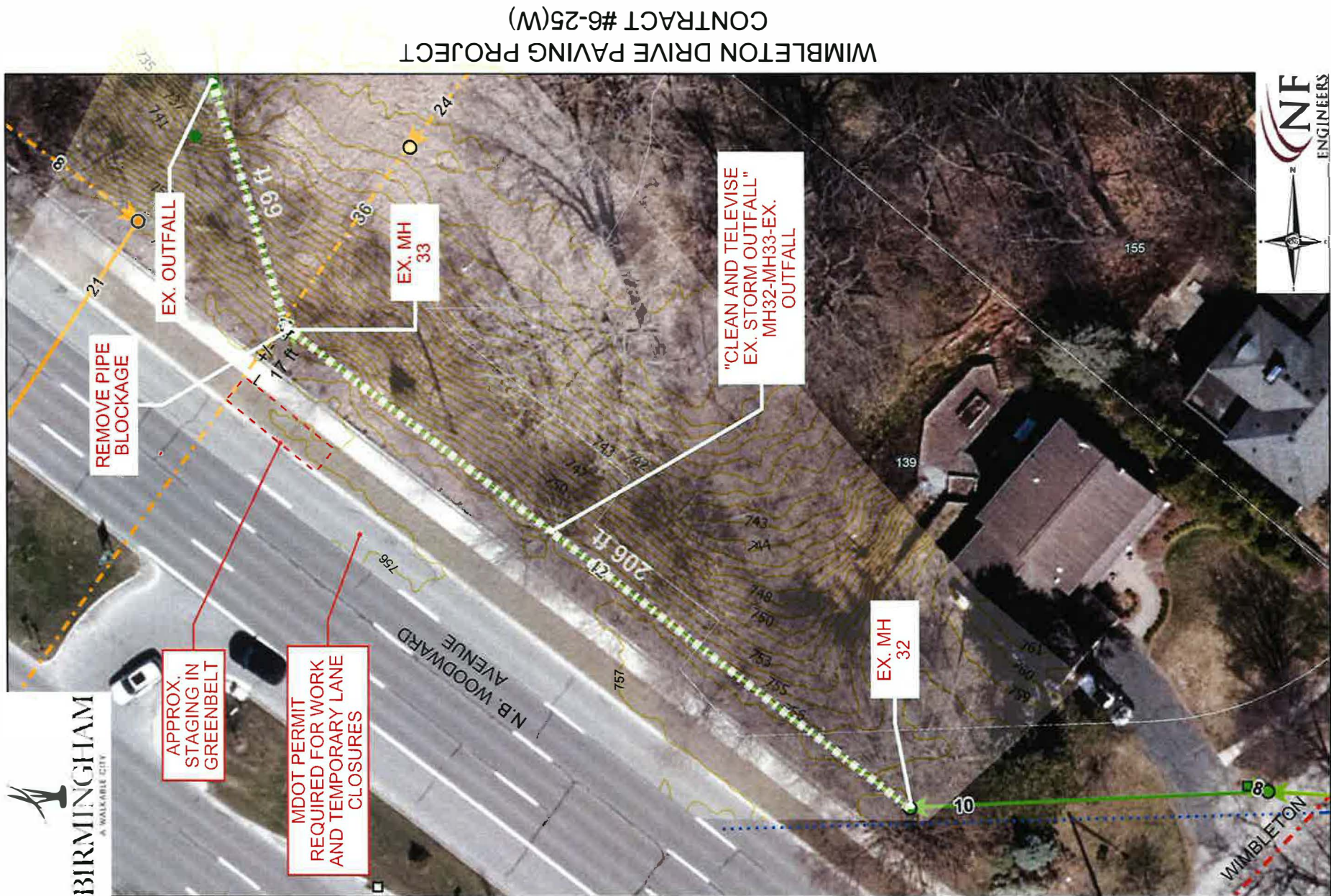


## **APPENDIX – C**

**Sketch for:**

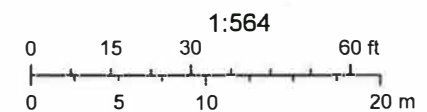
**“Clean and Televised Ex. Storm Outfall”**

**Base Bid Pay Item**



2/19/2025, 2:00:55 PM

- |                                                                                                                                   |                                                                                                                                            |                                                                                                                               |                                                                                                                                          |                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Water Valve</li> <li>Birmingham-Owned Sewer Inlet</li> <li>Non-City Sewer Inlet</li> </ul> | <ul style="list-style-type: none"> <li>Outlets</li> <li>Birmingham-Owned Manhole</li> <li>SanitaryManhole</li> <li>StormManhole</li> </ul> | <ul style="list-style-type: none"> <li>Non-City Manhole</li> <li>SanitaryManhole</li> <li>Water Main</li> <li>Main</li> </ul> | <ul style="list-style-type: none"> <li>Birmingham-Owned Sewer Main</li> <li>Storm</li> <li>Sanitary</li> <li>Catch Basin Lead</li> </ul> | <ul style="list-style-type: none"> <li>Non-City Sewer Main</li> <li>Sanitary</li> <li>Combined</li> <li>OC Tax Parcels</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|



Oakland County, Michigan, SEMCOG, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Oakland County, Michigan, SEMCOG, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | City of Birmingham

8D

APPENDIX-C



APPENDIX - C



APPENDIX - C





APPENDIX – C





APPENDIX - C



APPENDIX - C





APPENDIX - C



**APPENDIX – D**

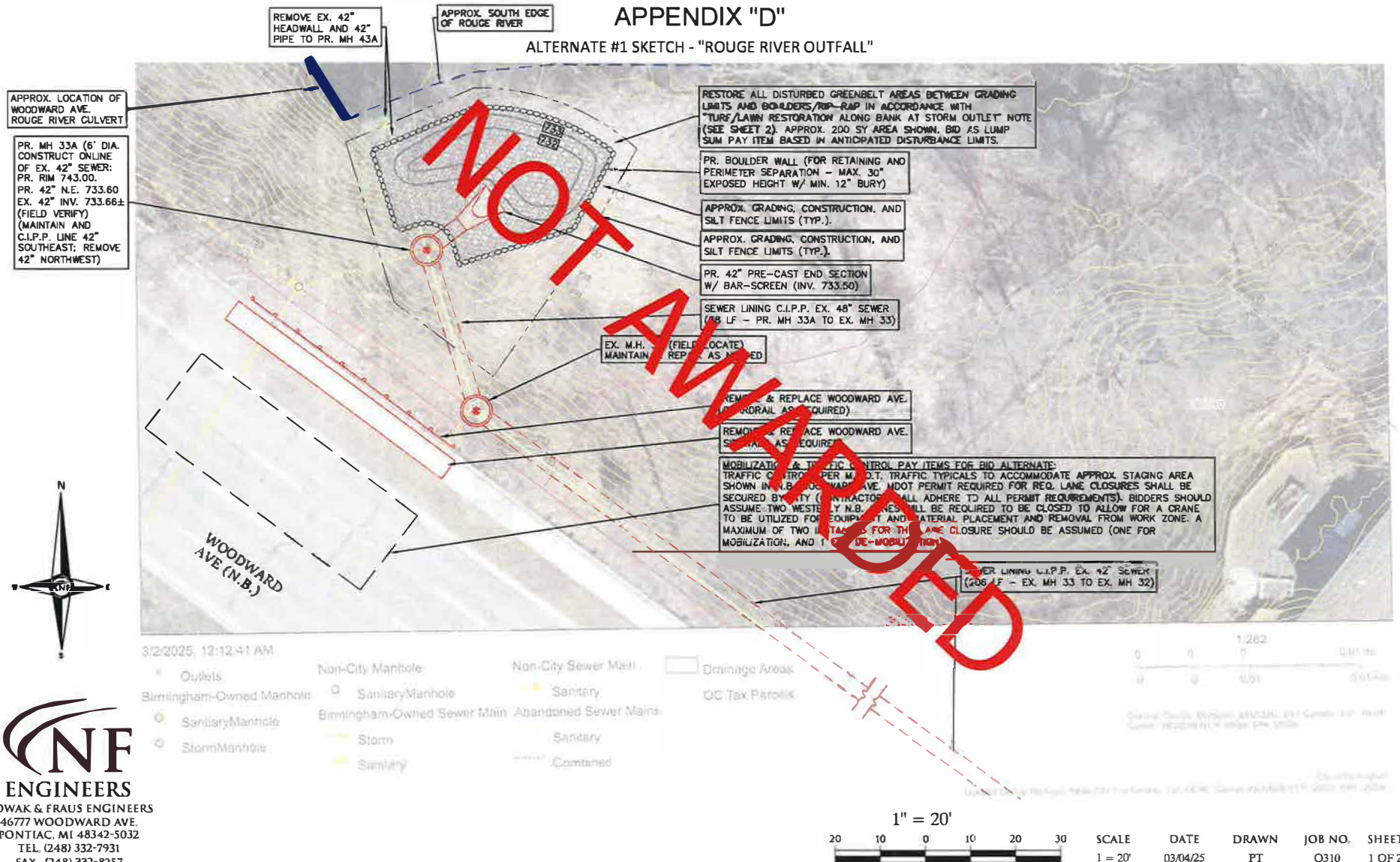
**Sketch for:**

**“Alternate #1 – Rouge River Storm Outfall  
Improvements”**



## APPENDIX "D"

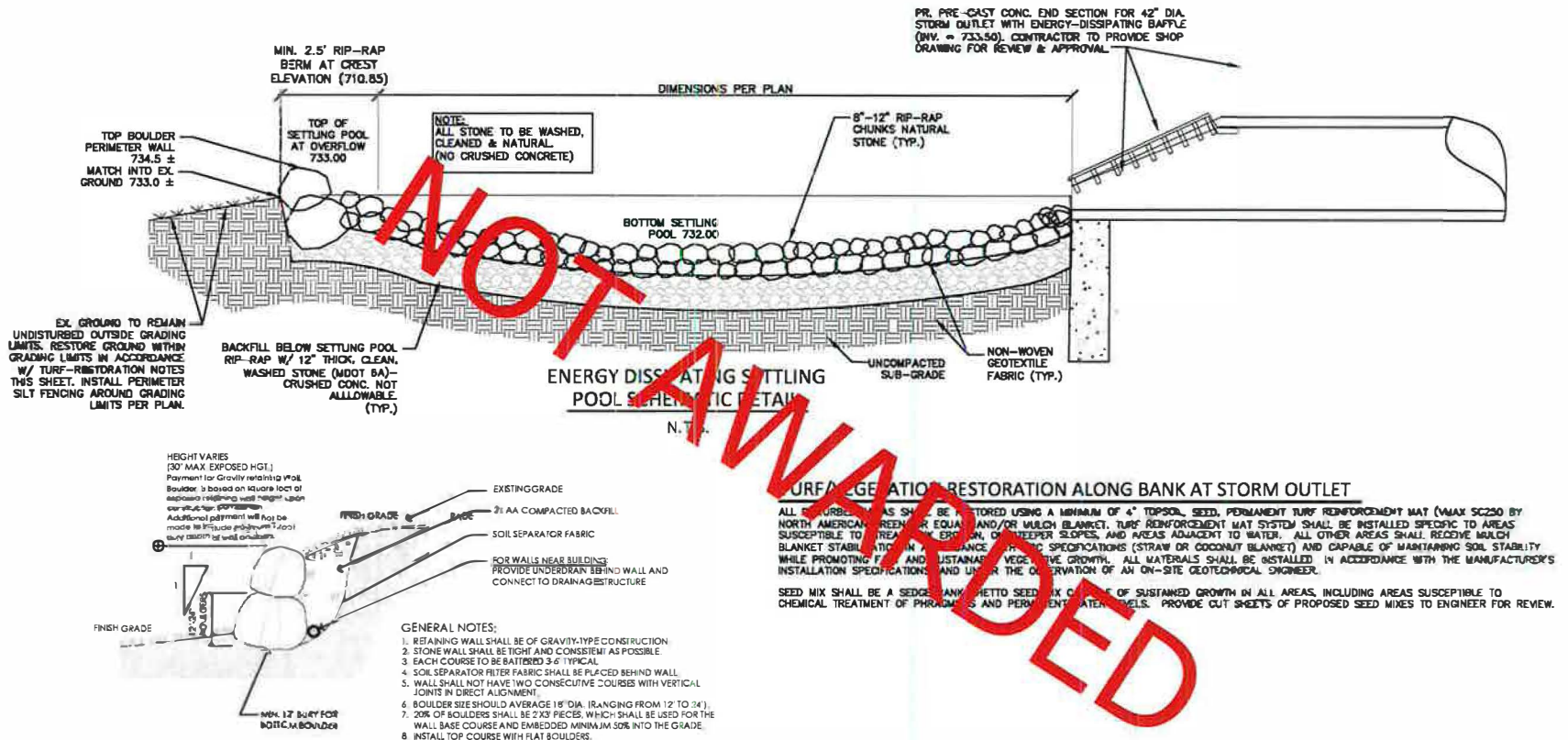
ALTERNATE #1 SKETCH - "ROUGE RIVER OUTFALL"





## APPENDIX "D"

### ALTERNATE #1 SKETCH - "ROUGE RIVER OUTFALL"



### BOULDER RETAINING WALL

N.T.S.



ENGINEERS

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

| SCALE  | DATE     | DRAWN | JOB NO. | SHEET  |
|--------|----------|-------|---------|--------|
| N.T.S. | 03/04/25 | PT    | O310    | 2 OF 2 |

## **APPENDIX – E**

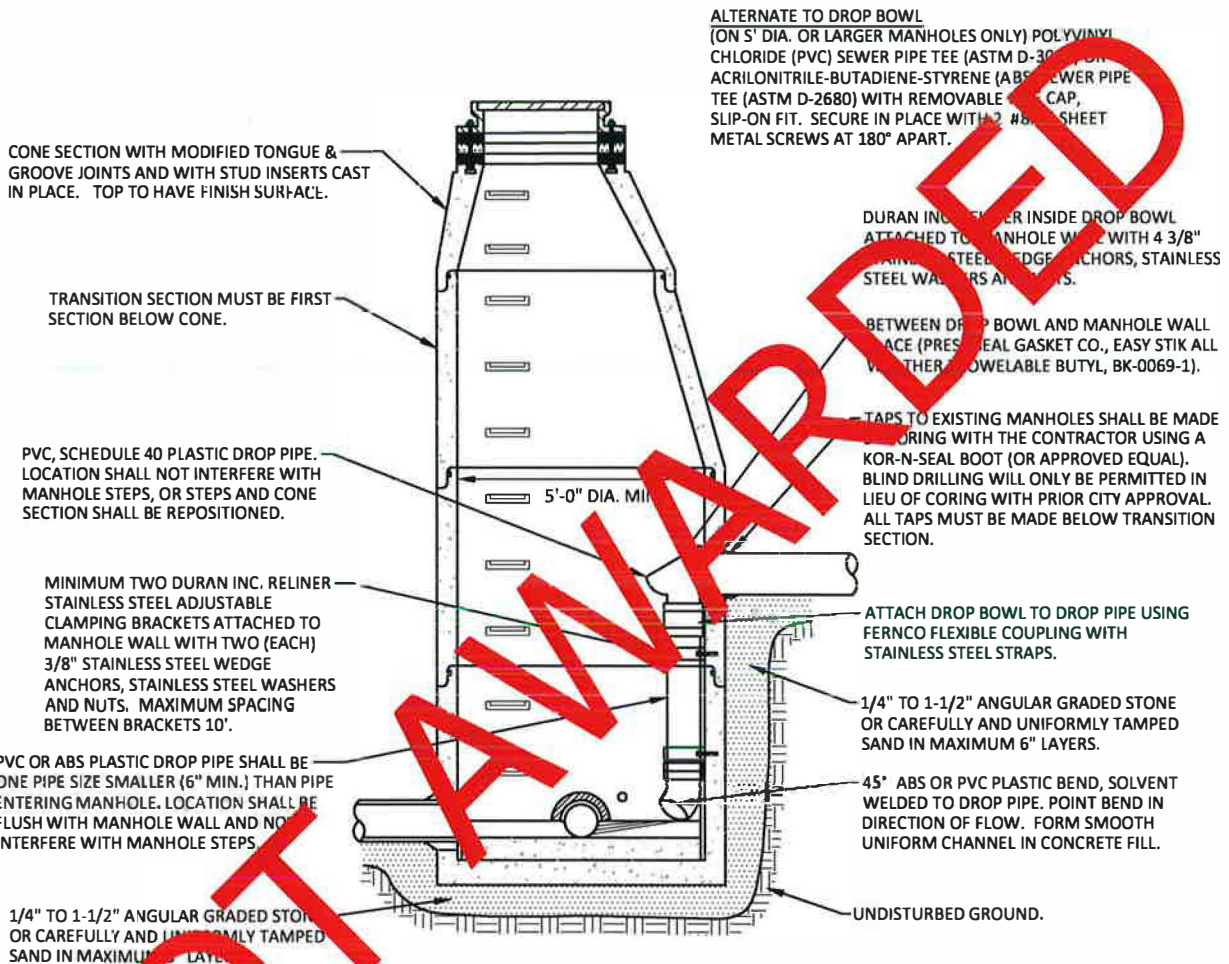
**Detail for:**

**Interior Drop Connection  
at Combined Sewer Manhole**

**NOT AWARDED**

# Exhibit E

## DETAIL FOR INTERIOR DROP CONNECTION AT COMBINED SEWER MANHOLE



| SEWER SIZE | DROP SIZE | MH SIZE |
|------------|-----------|---------|
| UP TO 10"  | 8"        | 5'      |
| UP TO 18"  | 10"       | 5'      |

**NF**

**ENGINEERS**

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SCALE  
N.T.S.

DATE  
03-04-25

DRAWN  
D.G.

JOB NO.  
O310

SHEET  
1 of 1



## MEMORANDUM

Department of Public Services

**DATE:** June 17, 2025

**TO:** Jana Ecker, City Manager

**FROM:** Scott Zielinski, DPS Director  
Carrie Laird, Parks and Recreation Manager

**SUBJECT:** Pumphouse Park & West Lincoln Well & Park Playgrounds

---

### INTRODUCTION:

Over the last few months the Department of Public Services (DPS) has been preparing for Citywide playground improvements. On April 22, 2025 the City Commission approved a contract with Penchura, LLC that included playground design services, purchasing playground equipment through a cooperative purchase program, installation, and project oversight over the course of the next few years. The first two playgrounds to be replaced are at Pumphouse Park and West Lincoln Well & Park.

### BACKGROUND:

Due to the delay of the Booth Park Entry Plaza & Trail Improvements project for the Michigan Department of Natural Resources Trust Fund grant requirements and projected timeline, direction was given to begin Citywide playground improvements this fiscal year opposed to 2025-2026, starting with Pumphouse Park and West Lincoln Well & Park.

The DPS hosted two (2) playground planning sessions in mid-April for Pumphouse Park and West Lincoln Well & Park. The planning sessions were advertised on social media, through constant contact, and by contacting the area neighborhood associations. Additionally, a public input session was held at the May 6, 2025 Parks and Recreation Board meeting ([Agenda/Minutes](#)) and was advertised via social media, in the City's Around Town e-newsletter, and via door hangers placed at nearby residences.

A survey was posted on Engage Birmingham from May 9 - May 27 for each conceptual park playground. Survey participants were asked to review options for playground concepts and provide feedback about why they did or did not like the concepts, how they get to the park, what age groups they bring to the playground and what types of equipment they

prefer, i.e. swings, slides, climbing, etc. The Engage Birmingham summary of survey results is attached to this report.

#### Playground Concepts

Concepts for each park were reviewed at the May 6, 2025 Parks and Recreation Board public input session meeting ([Agenda/Minutes](#)) and made part of the engage survey. Survey results and staff evaluations convey the importance of providing equipment for both 0-5 year old children in addition to 5-12 year old children as both are recommended practices of playground design.

General comments about the parks and play equipment during this public input period indicated a desire for plenty of seating with accessible equipment and pathways. The playground architect revised the playground concepts incorporating all feedback received, and a final proposed layout design and cost estimates (attached) for each park were presented at the June 10, 2025 Parks and Recreation Board meeting ([Agenda](#)). Minutes are in draft form and not yet available.

Lead time for equipment delivery upon ordering is approximately eight (8) weeks, however scheduling installation can add to the timeline. It is anticipated that the installation for both parks will occur late summer/early fall.

#### Naming of the "well" site parks

In addition to providing feedback about the playground equipment, survey participants were also asked if the park(s) should be renamed (as per the City Commission's request as these sites are former well sites recently designated as parks). The survey included an open box to include a park name suggestion. The idea was, if determined appropriate, the suggested names would be evaluated and the top names would be part of a phase two survey for each park where participants could vote for their favorite name.

It is important to note that Pumphouse Park, formerly Wakefield Well, and was renamed Pumphouse Park by the Birmingham Farms Neighborhood Association in 2010. At this time, the neighborhood association is in favor of keeping the current park name. Engage Birmingham survey results show 74% of survey respondents do not feel Pumphouse Park should be renamed. Additionally, for West Lincoln Well & Park, 62% of survey respondents do not feel West Lincoln Well & Park should be renamed. For those who did, several suggested naming it West Lincoln Park or Lincoln Park or similar.

The Parks and Recreation Board took action at the June 10, 2025 meeting to recommend no change to the name of Pumphouse Park, and that the name of West Lincoln Well and Park be changed to West Lincoln Park.

#### LEGAL REVIEW:

The agreement with Penchura, LLC was reviewed by the City Attorney in advance of its approval in March. Purchases of equipment are completed through the agreement with Penchura, LLC.

#### FISCAL IMPACT:

Parks and Recreation Bond dollars are available to implement playground improvements.



Pumphouse Park's proposed playground incorporating all feedback received as appropriate has a total project cost of \$153,417.57.

West Lincoln Well & Park's proposed playground, with the incorporation of feedback about the play equipment and including a Poured In Place (PIP) pathway to provide a more accessible connection to the various equipment, has a total project cost of \$224,190.53.

#### Playground equipment

Penchura, LLC's proposal from March (and contract approved on April 22, 2025) included acquiring playground equipment through [Landscape Structures](#) with cooperative purchase pricing through Sourcewell.

#### Installation

As previously mentioned, Penchura's contract with the City is to provide all associated services for playground design, equipment, installation, and project oversight. Therefore, this purchase will be separated into two separate purchase orders, one to Landscape Structures, Inc for the playground equipment, and the other to Penchura, LLC for the installation. Thanks to Penchura's experience with separating the installation costs from Sourcewell contracts for equipment purchases the City is able to save approximately 12% in installation costs through Penchura.

#### SUSTAINABILITY:

Landscape Structures is an employee owned company and they are committed to producing high quality, environmentally sustainable products. Their certifications and standards commit to quality, safety and rigorous environmental protection. They have the best warranty in the industry for a product that will be here for many years. They are 9001 ISO certified, meaning they meet high quality product material standards, and are 14001 ISO certified, meaning they meet environmental standards. Through their participation with Global Relief, they plant enough trees to offset the carbon footprint of every product they manufacture.

#### DESIGN CONSIDERATIONS:

Accessibility has been one of biggest topics of discussion over the course of the playground equipment replacement planning process. Goal #1 of the [2024-2028 Parks and Recreation Master Plan](#) is to provide parks and recreation facilities that are accessible to all residents of the community, are beautiful and of high quality, that respect history, and offer a variety of experiences, both passive and active. With the Citywide playground improvements project, the DPS intends to create inclusive play areas for all ages and abilities to engage in play together.

Looking forward, Poppleton Park's playground will be fully inclusive with a complete PIP surface. Additionally, Kenning Park and St. James Park will undergo updated park plans this fiscal year with the intent for playground improvements. Pembroke Park is also on the docket in the near future for improvements. Accessible designs will be incorporated as much as possible into each upcoming playground replacement project.

The [2024-2028 Parks and Recreation Master Plan](#) includes current accessibility ratings for each park (pg. 73). The ratings are based on a five-point evaluation system, Level 1 being the lowest and Level 5 the highest. The accessibility rating for Pumphouse Park is currently Level 1. The

accessibility rating for West Lincoln Well & Park is currently Level 2. The City does not currently have any parks rated at Level 5.

For the West Lincoln Well & Park playground improvement project, the DPS in coordination with the Engineering Department will be making upgrades to the existing gravel parking area and installing new sidewalks from the parking area to the tennis courts and to the new playground area. The new sidewalk from the parking area to the playground will align with the Poured In Place (PIP) surface pathway within the playground boundary, maximizing accessibility to the play equipment. One benefit of PIP is a greater ability for wheelchair access to the playground equipment, as the Engineered Wood Fiber (EWF) or what many refer to as "woodchips" are very difficult in the navigation of wheelchairs or strollers. It should be noted that the EWF meet ADA requirements but do not function well for the aforementioned uses. While the intent is to use both the PIP and EWF, the play equipment can be reached via a centrally located internal pathway of PIP material. The improvements to the parking area, additional sidewalks and PIP surface will bring the accessibility rating of West Lincoln Well & Park from a Level 2 to a Level 4.

For Pumphouse Park, the surface material is proposed to be EWF. Pumphouse Park currently has no sidewalks along Norfolk and the City has no upcoming plans for the addition of sidewalks in the area. Additionally, there is no parking other than a "shoulder" style small gravel area. Therefore, the recommendation from staff is to use EWF at this time. Using the PIP at this location will not increase the accessibility rating for this park since there are no sidewalks or parking. The EWF will be contained with a concrete curb, not only making it easier to maintain, but also if the opportunity presents it will allow for easier future installation of a PIP surface.

The DPS budgets annually for system wide park site furnishings and amenities. Depending on need, items could include benches, receptacles, tables and chairs, picnic tables, new fencing, bike racks, drinking fountains and more. With each playground equipment project, the department plans to include these items as appropriate.

#### PUBLIC COMMUNICATIONS:

The DPS has promoted this project through numerous communication methods including social media, the Around Town e-newsletter, distribution of flyers to residents in the area, by contacting surrounding neighborhood association presidents, at the DPS Open House, hosting planning sessions with the neighborhood groups and a Public Input Session at the May 6, 2025 Parks and Recreation Board meeting ([Agenda/Minutes](#)).

#### SUMMARY:

The DPS is recommending proceeding with the purchase of new playground equipment for Pumphouse Park and West Lincoln Well & Park through Landscape Structures, Inc. utilizing the Sourcewell Cooperative purchasing program, with the installation of equipment through Penchura, the City's approved playground contractor.

Further, the DPS recommends no change in the name of Pumphouse Park, and that West Lincoln Well & Park be named West Lincoln Park.

ATTACHMENTS:

- Engage Survey Response Report for Pumphouse Park and West Lincoln Well & Park
- Email correspondence from Kevin Zurro, president, Birmingham Farms Neighborhood Association
- Updated playground layouts, images and estimated costs for Pumphouse Park and West Lincoln Well & Park
- West Lincoln Well & Park exhibit showing plans for the parking area
- Previously approved contract with Penchura, LLC

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the playground layout design for Pumphouse Park and purchase of playground equipment through Landscape Structures, Inc. with Sourcewell cooperative purchase pricing in the amount of \$85,159.57, and the installation of the equipment by Penchura, LLC in the amount of \$68,258.00 for a total purchase price of \$153,417.57. Funds are available in the Parks System Construction Fund, account #408.2-901.751-979.0000.

AND

Make a motion adopting a resolution to approve the playground layout design for West Lincoln Well & Park and purchase of playground equipment through Landscape Structures, Inc. with Sourcewell cooperative purchase pricing in the amount of \$118,552.53, and the installation of the equipment by Penchura, LLC in the amount of \$105,638.00 for a total purchase price of \$224,190.53. Funds are available in the Parks System Construction Fund, account #408.2-901.751-979.0000.

AND

Make a motion adopting a resolution to affirm maintaining the name Pumphouse Park, and adopting a resolution to approve a name change for West Lincoln Well & Park to West Lincoln Park.

# Pumphouse Park Playground Survey

---

## **SURVEY RESPONSE REPORT**

09 May 2025 - 27 May 2025

### **PROJECT NAME:**

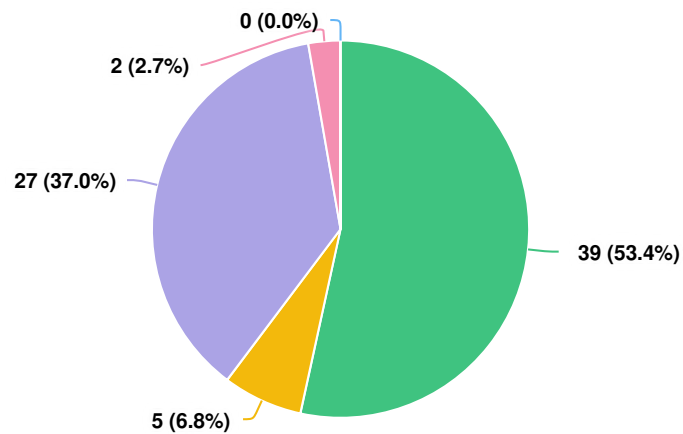
Pumphouse & West Lincoln Well Park Playground Improvements



# SURVEY QUESTIONS



**Q1** How do you typically get to Pumphouse Park Playground?



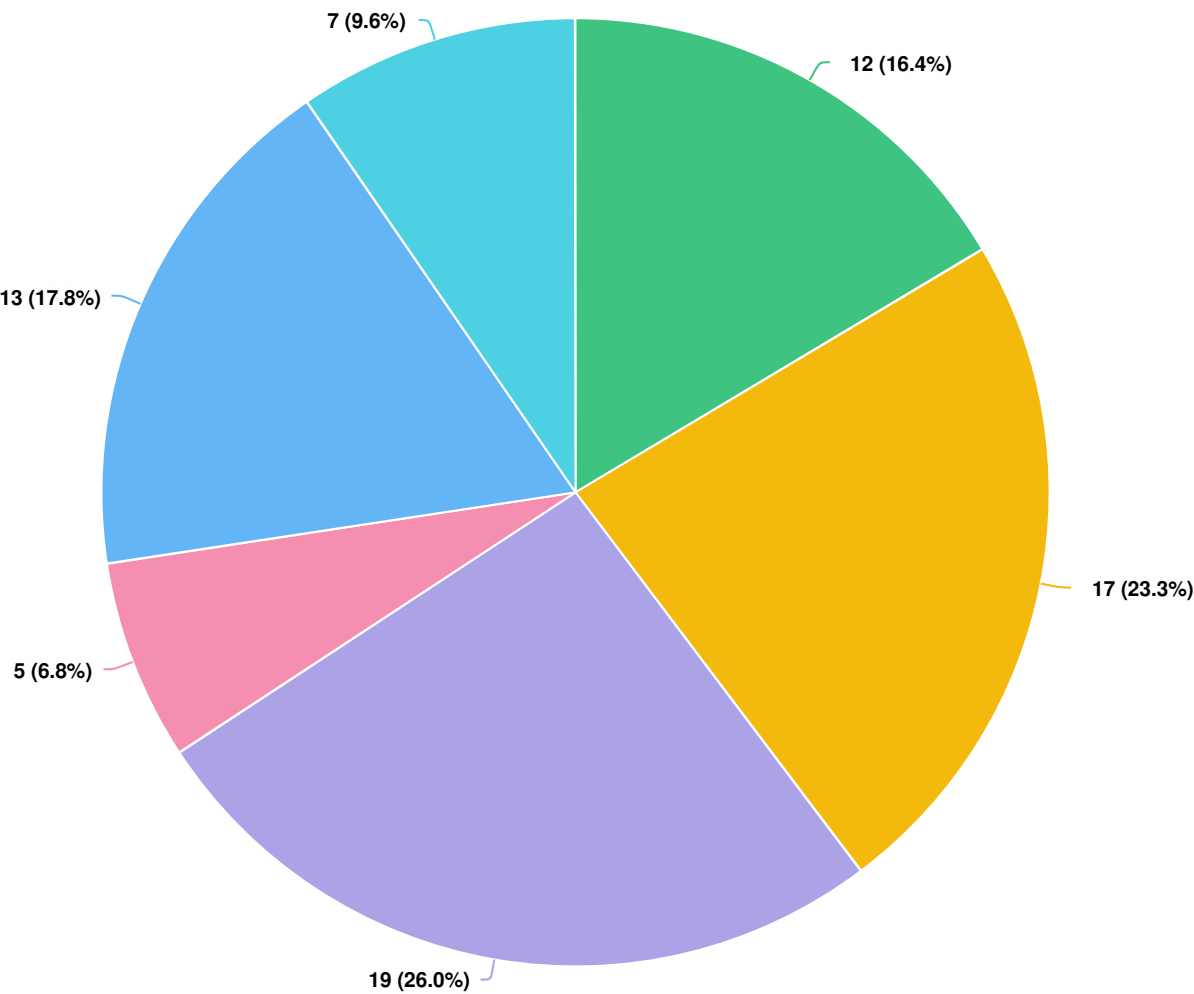
**Question options**

Walk Bike Drive Other (please specify) Public Transportation

Optional question (73 response(s), 2 skipped)

Question type: Radio Button Question

Q2 How often do you visit Pumphouse Park Playground?

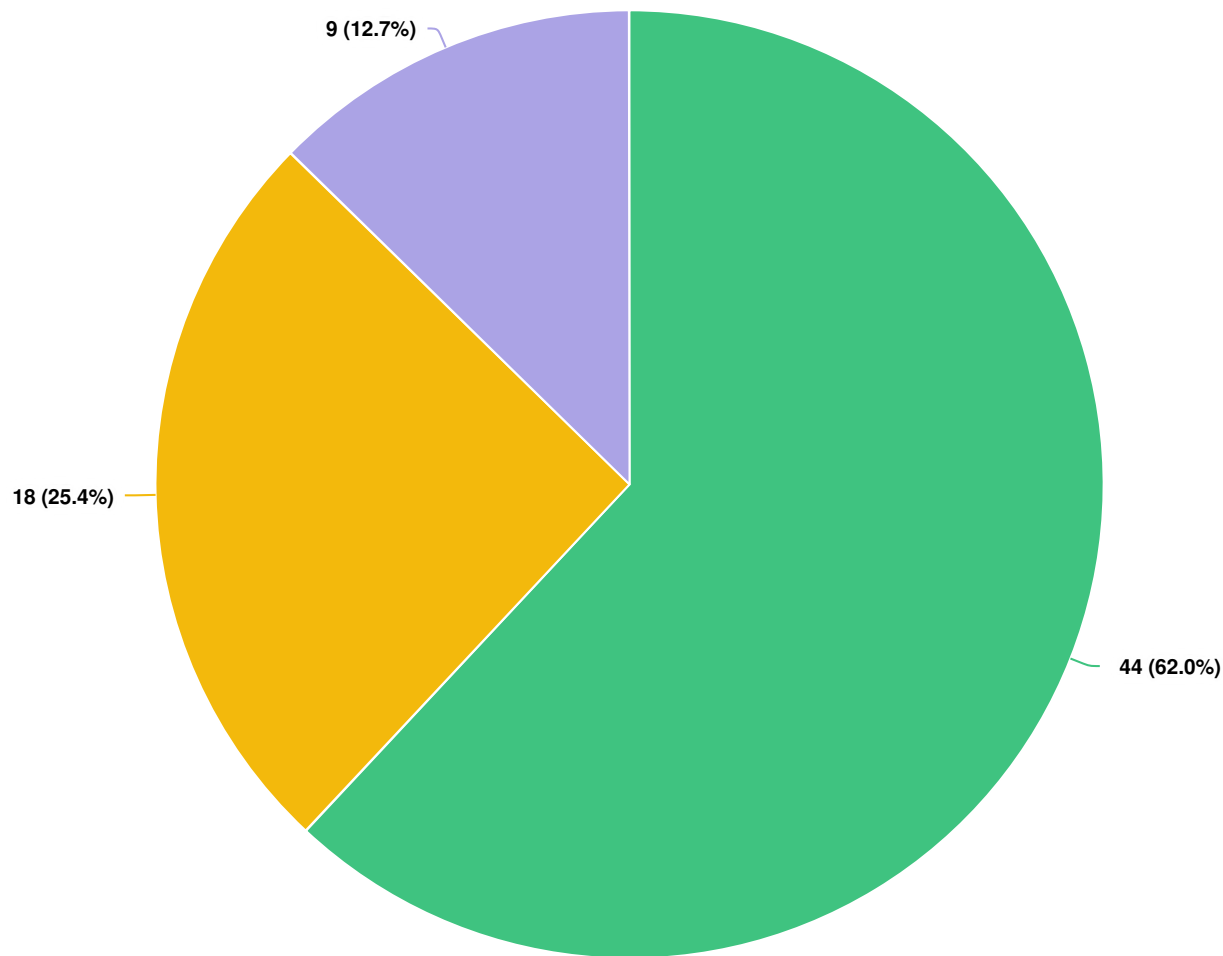


Question options

Daily Weekly Monthly Yearly Less than 1 time per year N/A

Optional question (73 response(s), 2 skipped)  
Question type: Radio Button Question

**Q3** | What is the age of the playground user in your household, or if not in your household, the age of the playground user while visiting?



**Question options**

0-5 years   6-12 years   13+

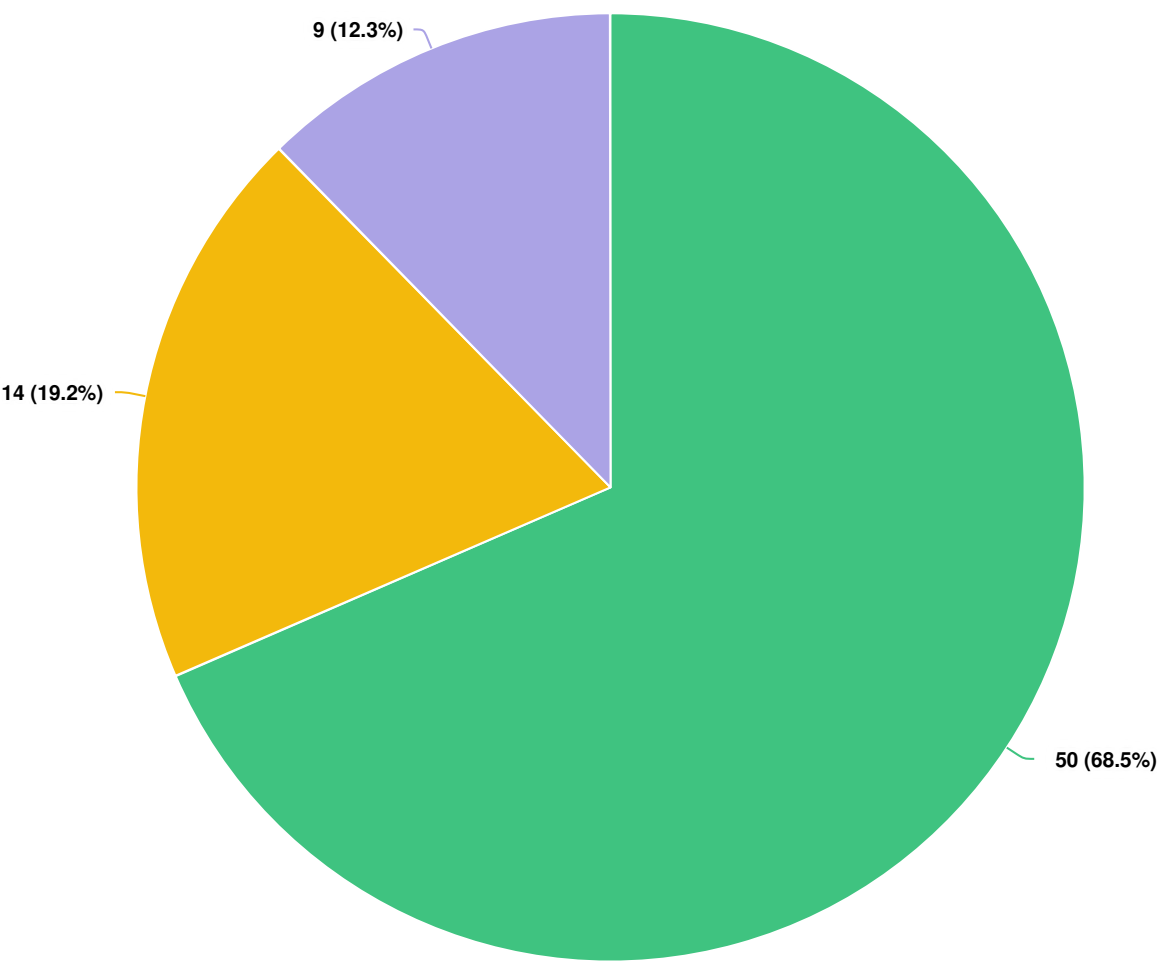
*Optional question (71 response(s), 4 skipped)*  
*Question type: Radio Button Question*

**Q4** | What types of features would you like to see at the new playground? Please rank from highest to lowest

| OPTIONS                  | AVG. RANK |
|--------------------------|-----------|
| Climbing                 | 2.91      |
| Swings                   | 3.14      |
| Slides                   | 3.22      |
| Accessible play elements | 3.71      |
| Spinners/Bouncers        | 3.79      |
| Sandboxes                | 3.91      |

Optional question (69 response(s), 6 skipped)  
Question type: Ranking Question

**Q5** | **Pumphouse Park Concept 1 - Emphasis on equipment for 5-12 year olds**To view the concept document, please click [here](#).



**Question options**

● I like it! ● I like it, but I would change something. ● I don't like it.

*Optional question (73 response(s), 2 skipped)*  
*Question type: Radio Button Question*



**Q6** | If Concept 1 doesn't appeal to you, please let us know why:

gabrown

5/10/2025 06:54 AM

Nothing for younger children

Ewesman883

5/10/2025 04:01 PM

It looks so boring, it's just ropes and climbing

daveancath

5/14/2025 12:25 PM

emphasis should be for younger age group

Sokky

5/14/2025 12:38 PM

There should be safety material used on the ground, not wood chips or gravel. There is no accessible equipment shown.

avschreiber

5/14/2025 12:45 PM

I don't see anything that would make older kids want to visit the oak

RAvsh

5/14/2025 06:28 PM

It's a little to challenging for my kids. They aren't into all that climbing. They are more into pretend play.

vadim.avshalumov

5/14/2025 08:00 PM

It seems like it's for advanced climbers or like for ropes course kids. By kids like things that are less scary /challenging.

mstabab

5/16/2025 11:32 AM

I preferred Concept 2

**Optional question** (8 response(s), 67 skipped)

**Question type:** Essay Question

**Q7** | If there's something you would change about Concept 1, please tell us below:

NCGreen

5/10/2025 05:57 AM

Please add swings in the big kid area, too. Otherwise, they drift over to the younger kids area and scare them :-)

Lossiach

5/10/2025 06:42 AM

I would not put turf I do not like all the rope stuff, it's not fun for kids. kids like to walk on structures rather than swing on structures

Jamansour24

5/10/2025 08:49 AM

I would make the structure bigger and with more option

mcpharl9

5/13/2025 03:18 PM

More for younger children.

Jstodd

5/14/2025 12:16 PM

I would add another bench

Margaret Murray

5/14/2025 12:37 PM

It looks similar to other playground equipment in Birmingham.

Onedogmama

5/14/2025 01:47 PM

Better of the 2 concepts. Has the swings my kids love. My 3 and 5yo would prefer this over concept 2 that they would find boring

CM/AD

5/14/2025 08:05 PM

Seems too compressed

ESlabotsky

5/16/2025 06:24 PM

Love that there are swings for both age groups. Love there is a separation between a play set for younger children and older children. LOVE sun shades! Please, please consider rubber instead of wood chips -- it is so helpful for new walkers, much more accessible for the disabled, is more sightly, and holds up better. Please put railing on stairs. Please close off some of the elevated surfaces -- kids seem to lose balance and falling from those heights is very dangerous. I prefer parks with less "rope structures" and more slides, pretend play areas (like concept 2), and structures they can crawl/walk through.

Drieka

5/17/2025 08:29 AM

Looks good, but can't imagine how it would fit among existing mature trees

Resident1979

5/17/2025 10:02 AM

Possibly add more climbing features

ReddingRd

5/19/2025 07:49 AM

I would alter the "middle" playground, focused on smaller children to be one of the 2 structures in the concept document for the Concept 2 - emphasis on 0-5. There's a lot of crossover in the current document and typically kids graduating to going to the larger playground fairly early, around 3 or so. Given either of the structures in the 0-5 Concept #2 have different activities than the current, I'd recommend using one of those in place. In general, i think it's a great layout! I may

also add 1-2 more regular swings. There don't need to be an additional "baby" swings. E.g. I've never seen more than 2 being used at Crestview at a time.

Alice

5/20/2025 10:46 AM

You need to have accessible swings with back support for children with disabilities.

grannyh

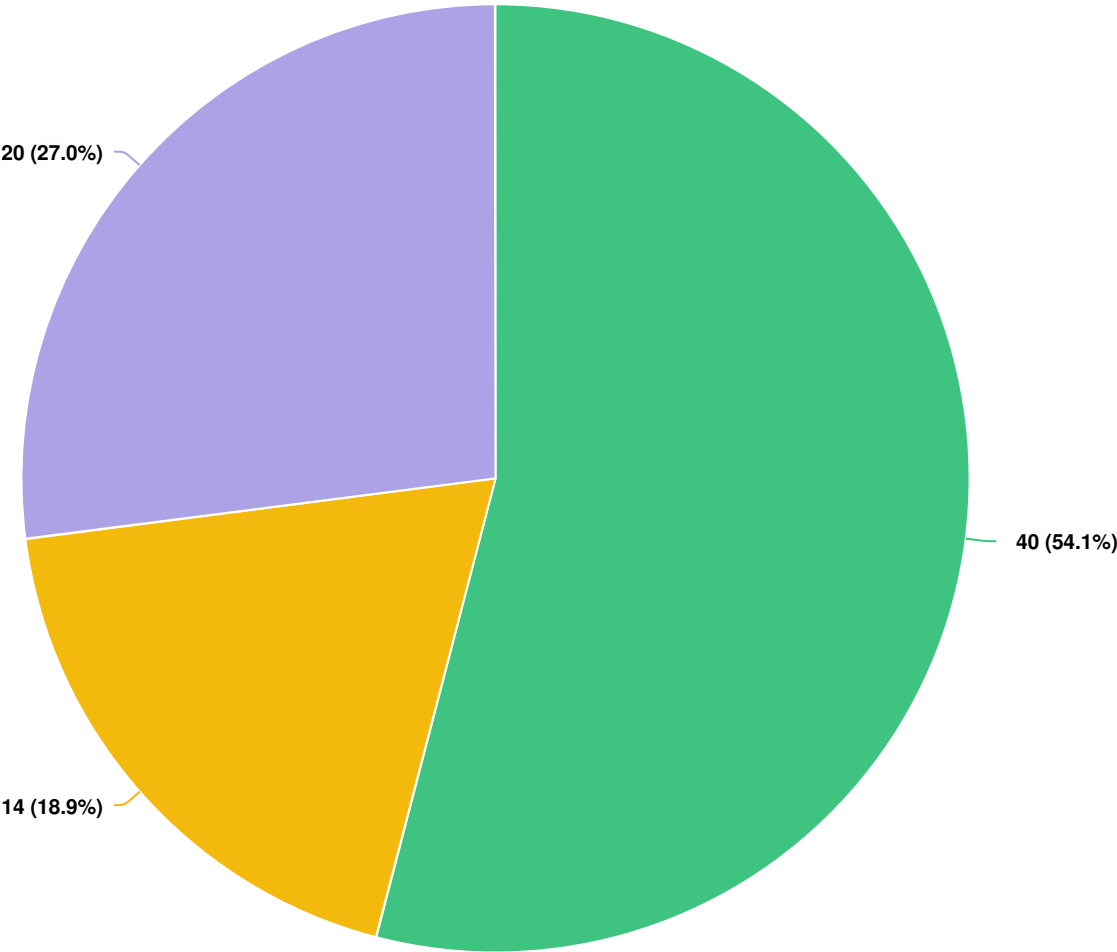
5/20/2025 02:09 PM

something for toddlers who come with oldersiblings

**Optional question** (14 response(s), 61 skipped)

**Question type:** Essay Question

**Q8** | Pumphouse Park Concept 2 - Emphasis on equipment for 0-5 year oldsTo view the concept document, please click here.



**Question options**

- I like it! ● I like it, but I would change something. ● I don't like it.

Optional question (74 response(s), 1 skipped)  
Question type: Radio Button Question

**Q9** | If there's something you would change about Concept 2, please tell us below:

katrinapardi

5/10/2025 04:56 AM

Get rid of the climbing stuff where kids can fall

Jonassta

5/10/2025 05:00 AM

I would add a mini climbing wall

gabrown

5/10/2025 06:54 AM

Swings

Ewesman883

5/10/2025 04:01 PM

The age range looks super limited but it looks engaging

HR

5/14/2025 10:59 AM

Add baby and kid swings

avschreiber

5/14/2025 12:45 PM

I like the house but rarely see kids playing on structures like this one and the features all seem too close together

Laura Engelland

5/14/2025 06:23 PM

Add swings.

Engellja

5/14/2025 06:55 PM

It seems limited, it would be nice to blend both concepts.

MMW

5/15/2025 04:49 AM

The play house is cute for little children and unique from the other parks. The other structure is very condensed and a little complicated.

Sdwise57

5/15/2025 05:08 AM

Moving parts won't work in a few years. Think long term.

ESlabotsky

5/16/2025 06:24 PM

This is my favorite! There are not enough playgrounds for young kids. There are so many parks, rope courses, and indoor play areas for older kids but almost nothing for younger (<5 y/o) kids. LOVE the pretend play house and attached structures! So unique! Please include swings for both age groups. Please include sun shades! Please, please consider rubber instead of wood chips -- it is so helpful for new walkers, much more accessible for the disabled, is more sightly, and holds up better. Please put railing on stairs. I don't



like the second structure at all -- I prefer parks with less "rope structures" and more slides, swings, pretend play areas (like the house), and structures they can crawl/walk through.

ShawnC

5/17/2025 07:38 PM

1. Make it easier for adults to assist children going through it (open up the house element) 2. Add sound element (chimes, drums) to it

Alice

5/20/2025 10:46 AM

Where are the accessible play structures??? You need to incorporate accessibility into the designs.

**Optional question** (13 response(s), 62 skipped)

**Question type:** Essay Question

#### Q10 | If Concept 2 doesn't appeal to you, please let us know why:

Kellyamac

5/10/2025 04:17 AM

Too young for my needs and the needs of kiddos in the walkable area

KathrynMurray

5/10/2025 05:19 AM

It is cute, but there are less things for children to do in this concept. Slides are something all children no mater age can use with or without parents and this concept doesn't have that.

Mmwrights

5/10/2025 05:27 AM

Fully enclosed roofs/areas like this one often have spider and or bee hive infestations that are hard to eliminate without chemical treatment and put kids at risk for bites/stings

Lossiach

5/10/2025 06:42 AM

We have been to things like this and the kids lose interest immediately

Jamansour24

5/10/2025 08:49 AM

Even though my son is five he is too old for thjs

brmnghm2021

5/11/2025 06:19 AM

The one structure is too limiting for very young children while the other one seems like it's only for much older kids. It would be better to have one main structure for all.

catealex

5/11/2025 01:26 PM

Even my three year old wouldn't play on this - she would play on the 5-12 one above

Ausra Zurro

5/12/2025 04:20 AM

Will not be used as much. This Park is mostly used by 3-6 and not much is in it for 5-8.

Kaysol11

5/13/2025 05:04 AM

I like concept one for 0-5 year olds better.

pkittinger

5/13/2025 07:09 PM

Too juvenile

PEARLS

5/14/2025 07:44 AM

Too cramped in one area. Difficult for lots of kids to use at the same time due to the proximity of the playground elements.

Bmcnab

5/14/2025 10:31 AM

I think we should emphasise the 5-12 age range

Sokky

5/14/2025 12:38 PM

There should be safety material used on the ground. There is no accessible equipment shown.

Onedogmama

5/14/2025 01:47 PM

What is the chicken coup? Where are the swings?

Evol\_ving

5/14/2025 02:13 PM

Doesn't fit the neighborhood and limited use in the long room for families. As kids grow they won't visit as much. Waste of funds.

Loweryfamily

5/19/2025 06:27 AM

I worry about the adjacent golf course. We get a lot of balls hit into the park. That's very dangerous

ReddingRd

5/19/2025 07:49 AM

See comments above. Kids graduate out of these kind of structures pretty quickly, and I think it's important to have a larger, main structure for older ages. For context, my children are 4 and 2.

Lb96

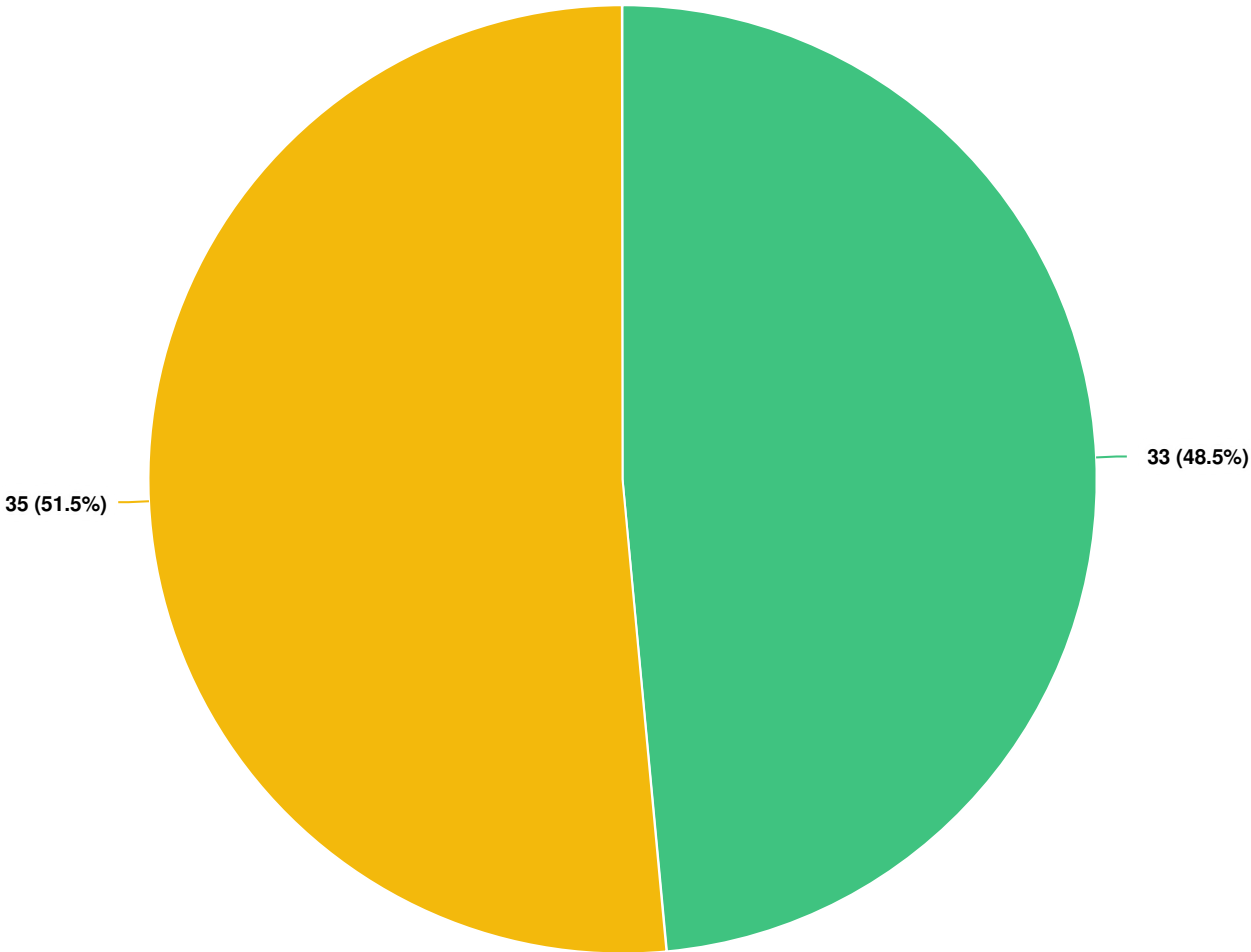
5/22/2025 06:42 PM

Slides are the main attraction and you only have one. It also looks like it would get crowded up in those little towers. Climbing features are stressful with parents of children ages 0-3.

**Optional question** (18 response(s), 57 skipped)

**Question type:** Essay Question

Q11 | I prefer:

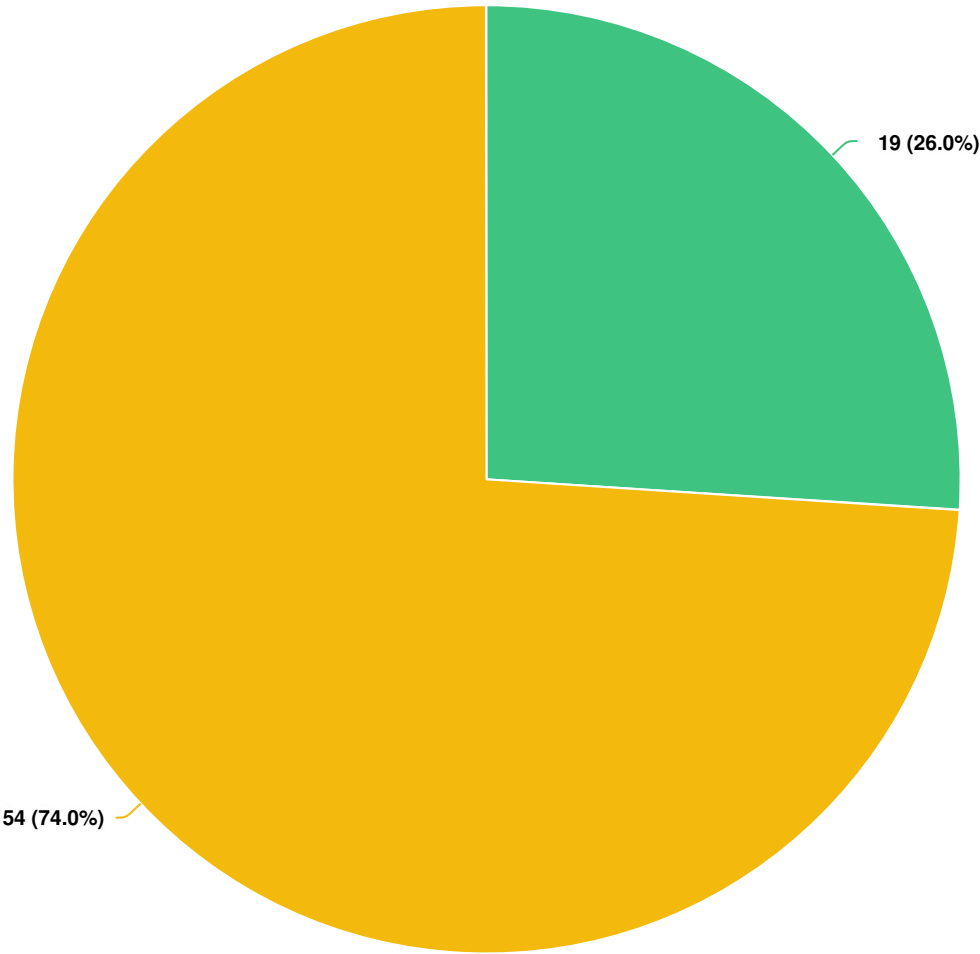


Question options

- Playground with an emphasis on equipment for 0–5 year olds
- Playground with an emphasis on equipment for 5–12 year olds

Optional question (68 response(s), 7 skipped)  
Question type: Radio Button Question

Q12 Do you think Pumphouse Park should be renamed?



Question options

- Yes
- No

Optional question (73 response(s), 2 skipped)  
Question type: Radio Button Question

### Q13 | If yes, what name would you suggest?

Kellyamac

5/10/2025 04:17 AM

Slow down park. Or kids play here park. To emphasize people need to slow down on Norfolk!

KathrynMurray

5/10/2025 05:19 AM

I was unaware of this park until now. I do not care if it is renamed or not, but am excited to try this new park with my kids once it is complete.

TMCB627

5/10/2025 08:27 PM

The Little Commons

pkittinger

5/13/2025 07:09 PM

Rosa Park

HR

5/14/2025 10:59 AM

Bingham Farms Park

avschreiber

5/14/2025 12:45 PM

We always called it the caterpillar park after the original play structure there.

RAvsh

5/14/2025 06:28 PM

Birmingham Farms Pocket Park

ESlabotsky

5/16/2025 06:24 PM

Sprout Park

DV

5/17/2025 02:16 PM

Norfolk Park

diver3

5/17/2025 07:54 PM

Saxon Park

Kathemar

5/21/2025 08:48 AM

If you go the route of emphasizing younger children's play structures, maybe a name that reflects that

**Optional question** (11 response(s), 64 skipped)

**Question type:** Single Line Question



**Q14 | Is there anything else you would like to share about this playground?**

Kellyamac

5/10/2025 04:17 AM

Coverage at fence for golfballs. Consider fencing or shrubs at street bc of reckless and fast drivers who don't stop at the stop signs and the lack of stop sign at Wakefield and Norfolk.

Avasileff

5/10/2025 04:20 AM

More options for young kids to play and climb would be amazing! We live down the street and visit this park frequently. Also, please keep the picnic tables.

katrinapardi

5/10/2025 04:56 AM

I live across the street. This park has some excellent features already but definitely needs more play places (like the one in concept 1) but it also needs a combo of both. The cute store house concept would be fantastic for little. Keep the slides and swings for all ages.

Jonassta

5/10/2025 05:00 AM

It gets very muddy and wet when it rains would love to see a rubber surface which maybe it is in the photos, not sure

Lossiach

5/10/2025 06:42 AM

We love the simplicity We end up watching the golfers and looking for bigs and leaves and and watching squirrels after we swing. Please keep it simple.

Jamansour24

5/10/2025 08:49 AM

No

Ewesman883

5/10/2025 04:01 PM

I would love to see less ropes everywhere on playgrounds. They're dangerous and terribly inaccessible to kids who don't want to climb.

brmnghm2021

5/11/2025 06:19 AM

This playground is very close to the street. Although it is a neighborhood street and there are two stop signs, most people don't stop or do a rolling stop and it's dangerous with young kids playing that close to the street. Having this fenced in by the street side would put many parents at ease.

Susan M

5/11/2025 06:37 AM

Develop a mixed use for 0-12 year olds

WGL

Lots of little kids in this neighborhood. More born every month

5/11/2025 02:39 PM

Ausra Zurro

5/12/2025 04:20 AM

Please preserve the trees while redoing this park. Also, consider including some sort of fencing around the narrow sections of the park by Norfolk st. Drivers tend to speed on this street and do not pay attention to the stop sign.

TJR123

5/13/2025 04:15 PM

We used to live directly behind before moving up the street. Our yard had gate to park. It's a great park and well used by neighborhood so this is a great initiative. I recommend shading because it gets hot in summer and a lot of sun. Also please please preserve the sandbox with the manual digger. That is a valuable and precious toy. My son adored it and girls even like it too. Honestly it's a great park now. Just make it better! And shade will help usage on hot days. Lastly I voted for 5-12 because that's more inclusive but be careful it is still for the young because that's who uses it and we don't want to invite older and rougher kids or families from other areas

Madison St

5/13/2025 05:31 PM

Sandboxes and water fountains don't mix. Sand ends up in the fountain and dog dish.

PEARLS

5/14/2025 07:44 AM

Bocce or Badminton courts would be fun for both kids and adults to play together while visiting the playground.

HR

5/14/2025 10:59 AM

This will be a fantastic upgrade for our community, thank you! I think the more little and big kid elements can be blended will benefit all.

avschreiber

5/14/2025 12:45 PM

Not enough swings

Onedogmama

5/14/2025 01:47 PM

When will Kenning park get a much needed update?

Steve Nickoloff

5/14/2025 01:52 PM

The parking is a little vague

RAvsh

5/14/2025 06:28 PM

Please add picnic tables and keep the benches. We live on Worthington and go to the park everyday. I am so happy they are updating the park. I love the pictures with the "play house" Please put both baby swings and kids swings near each other! I have three kids and it's very hard to have the baby in one swing and the kid swings far away. (I have that complaint at Crestview park too) We have slides

and climbers at Crestview park and Pierce, so I think something different would be great for our neighborhood!

vadim.avshalumov

5/14/2025 08:00 PM

The road in front of it is in pretty bad shape. They need to repave it asap. My kids have a hard time biking there because there are so many potholes

CM/AD

5/14/2025 08:05 PM

Provide more benches at parks

MMW

5/15/2025 04:49 AM

Include benches

maureen.b.field

5/15/2025 07:17 AM

I would like playground equipment that is suitable for ages 0 to 12, not one or the other. The neighborhood had a contest to name the park several years ago, why are you suggesting it be renamed? The name should not be changed.

mstabet

5/16/2025 11:32 AM

I'm a member at Birmingham Country Club which borders this park. There is a risk of errant golf balls entering the park which could pose a safety concern.

ESlabotsky

5/16/2025 06:24 PM

Pumphouse Park is so special to us because it is truly (and almost literally) our backyard park. It was a huge factor to why we moved here three years ago. We go to this park daily, We especially love it because there is so much charm in that it is small enough that we don't feel overwhelmed or intimidated to take our 2-year-old but yet fun enough with the slide and swings to keep him busy for a little while. It definitely could use upgrades to make it more exciting. My son took some of his first steps at this park, and we have our annual end-of-year neighborhood picnic here. Please take care of this park. It is so important to us. Thank you investing in this park, it means a lot!

Drieka

5/17/2025 08:29 AM

In addition to adding new equipment, please take care of existing condition issues: Fill holes, plant grass in bare spots, remove redundant utility poles, add mulch around boulder, add gravel or otherwise designate parking area.

KimA

5/17/2025 11:44 AM

This was named by a vote from the areas neighborhood association and it a nod to the area having a pump house! Why do we have to change everything in Birmingham????? It's annoying!

DV

5/17/2025 02:16 PM

We need a pet waste dispenser . And it would be most preferable to have play scapes for children in both age ranges (0-5, and 5-12).

ShawnC

5/17/2025 07:38 PM

I cannot answer question 8 because I believe you need to have things for both age groups. As the only neighborhood park, please be inclusive of all the children 0-12 making sure to equipment or play areas for all.

RdIP

5/18/2025 08:00 PM

Maybe include an explanation of where the name came from.

Loweryfamily

5/19/2025 06:27 AM

Somehow make it more safe from golf balls

ReddingRd

5/19/2025 07:49 AM

Adding a few picnic tables would be great too. This is a great idea!

Susan

5/21/2025 05:37 AM

1

**Optional question** (33 response(s), 42 skipped)

**Question type:** Essay Question

# West Lincoln Well & Park Playground Survey

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## SURVEY RESPONSE REPORT

09 May 2025 - 27 May 2025

### PROJECT NAME:

Pumphouse & West Lincoln Well Park Playground Improvements

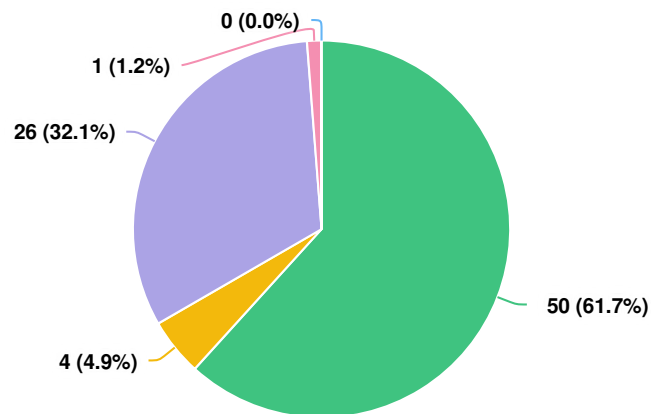




# SURVEY QUESTIONS



**Q1** How do you typically get to West Lincoln Well and Park Playground?



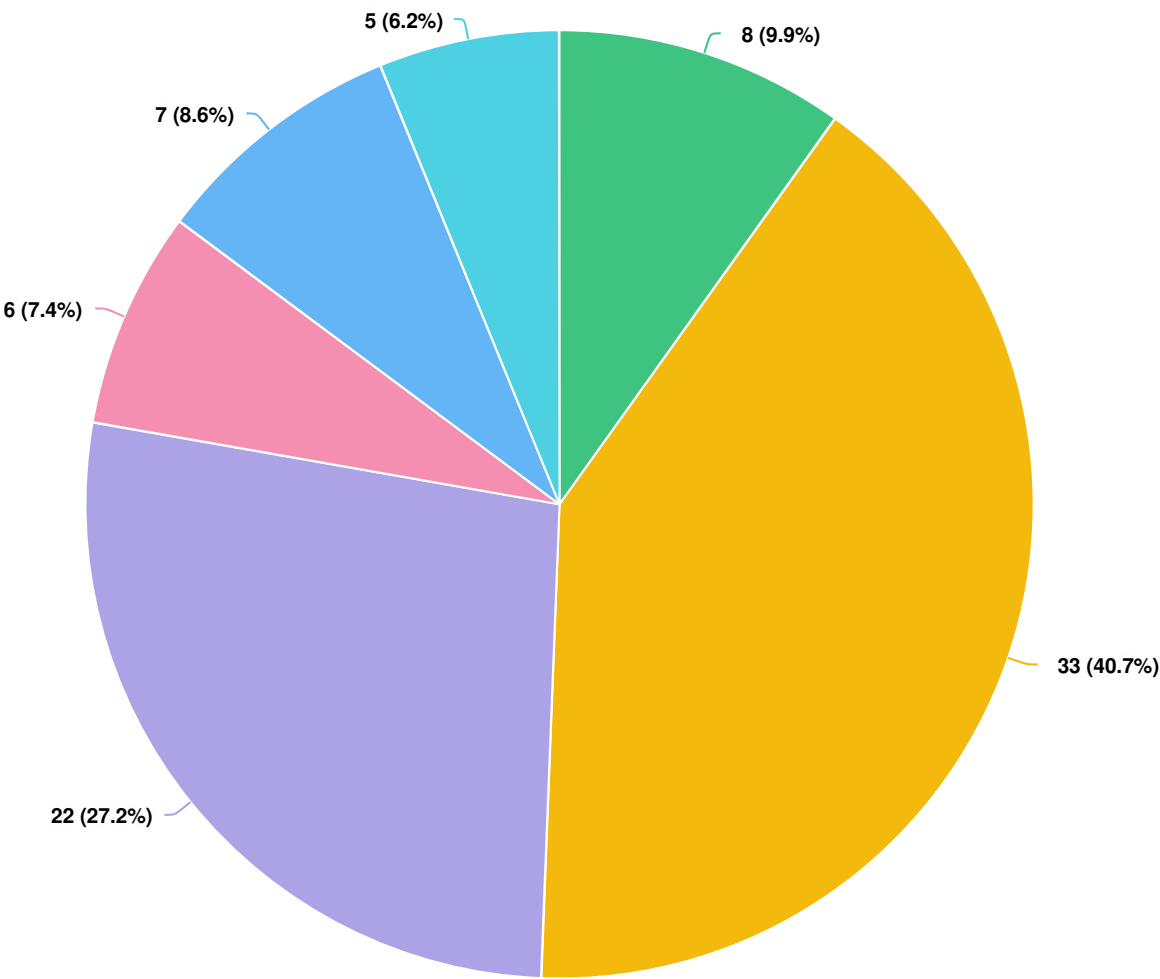
**Question options**

Walk Bike Drive Other (please specify) Public Transportation

Optional question (81 response(s), 1 skipped)

Question type: Radio Button Question

Q2 How often do you visit West Lincoln Well and Park Playground?

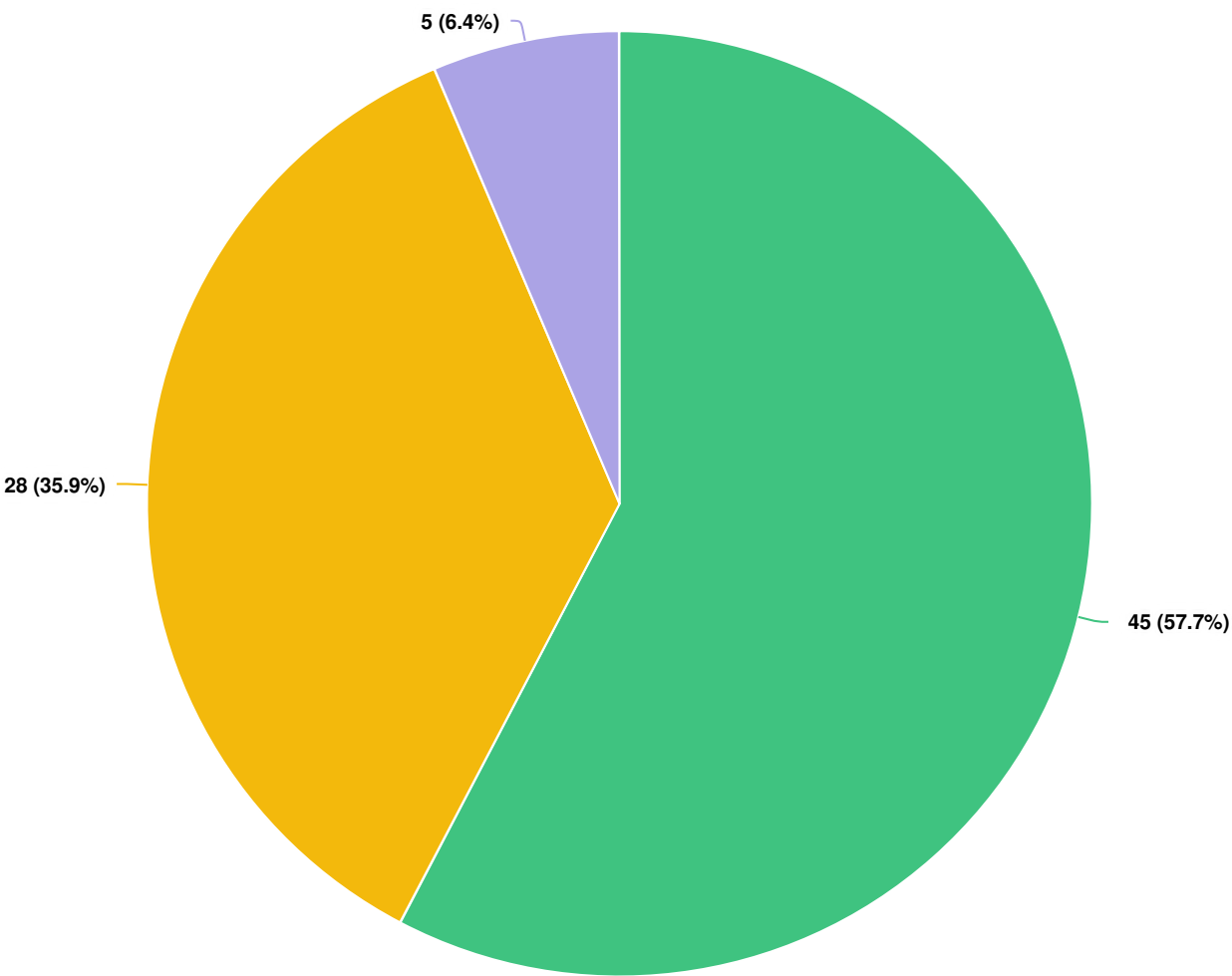


Question options

Daily Weekly Monthly Yearly Less than 1 time per year N/A

Optional question (81 response(s), 1 skipped)  
Question type: Radio Button Question

**Q3** | What is the age of the playground user in your household, or if not in your household, the age of the playground user while visiting?



**Question options**  
● 0-5 years   ● 6-12 years   ● 13+

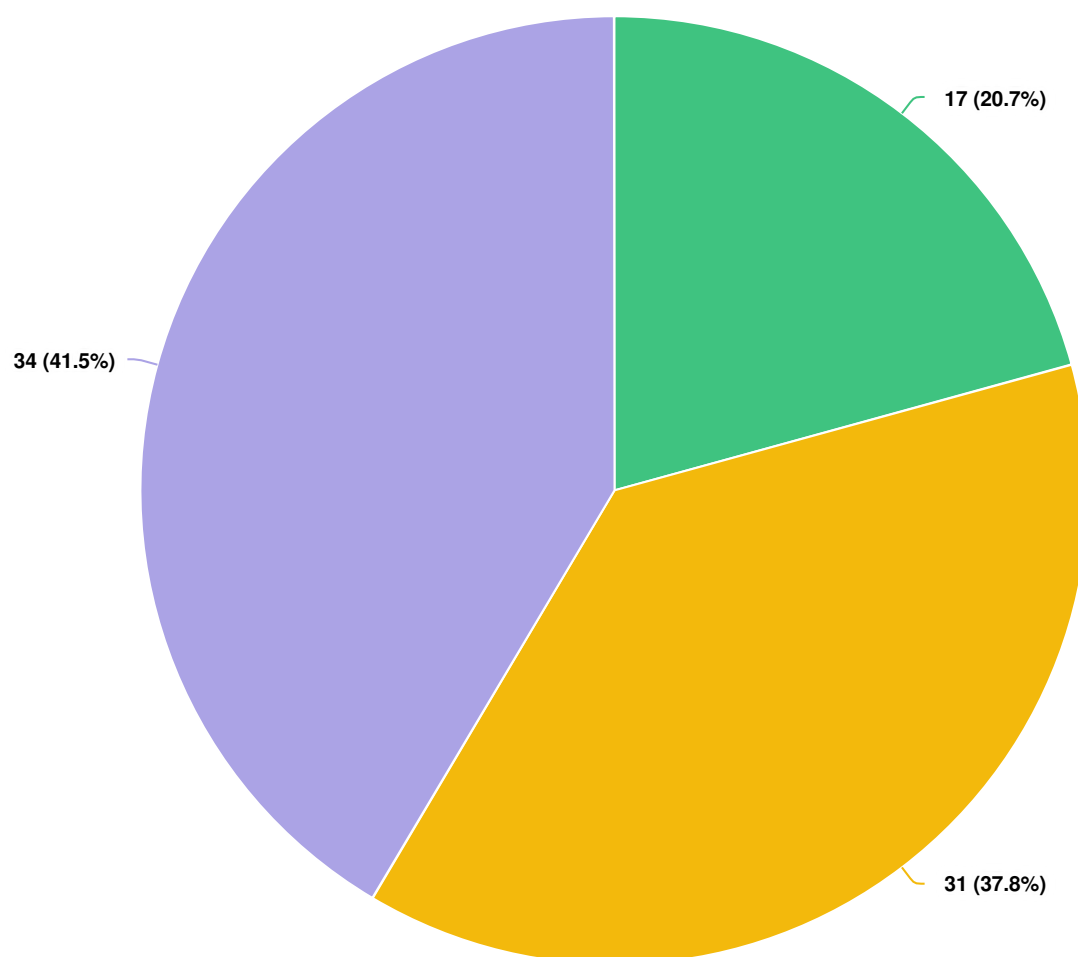
*Optional question (78 response(s), 4 skipped)*  
*Question type: Radio Button Question*

**Q4** | What types of features would you like to see at the new playground? Please rank from highest to lowest

| OPTIONS                  | AVG. RANK |
|--------------------------|-----------|
| Climbing                 | 2.85      |
| Swings                   | 2.99      |
| Slides                   | 3.10      |
| Spinners/Bouncers        | 3.79      |
| Accessible play elements | 4.03      |
| Sandboxes                | 4.12      |

Optional question (79 response(s), 3 skipped)  
Question type: Ranking Question

**Q5** | **West Lincoln Well and Park Concept 1** [To view the concept document, please click here.](#)



**Question options**

☐ I like it! ☐ I like it, but I would change something. ☐ I don't like it.

*Optional question (82 response(s), 0 skipped)*

*Question type: Radio Button Question*

**Q6 | If Concept 1 doesn't appeal to you, please let us know why:**

mernst822

5/10/2025 04:19 AM

This park is nice because it has multiple smaller features. It can get very busy here. Also there is no shade at all currently and could use some sun sails etc. a lot of smaller kids go to this park. There needs to be swings etc.

Jkpb

5/10/2025 06:03 AM

I do not the modern/contemporary feel Of the first structure. I dislike the tall wavy poles sticking up and think it will make the equipment dated more quickly as it does not have a timeless playground feel. I feel strongly that option too is much better!

Kromant

5/10/2025 06:28 AM

I'm not a fan of the abstract design concept for West Lincoln Park, but I really like all of the climbing features. I also don't love that there aren't separate play areas for various age groups.

Lossiach

5/10/2025 06:46 AM

This is not good at all My kids and all kids I know like the old fashions style of play structures like at Beverly park where they can walk on the structure and not just swing around on ropes Please no this is awful and we will never go here

brianmyers3

5/10/2025 10:03 AM

It's too bright and "loud." I would like to see something that fits in better for the area. Something more natural- like Booth park. That said, I am very happy this park is getting an update!

Romantan

5/10/2025 01:29 PM

This looks worse than the current set up.

Ewesman883

5/10/2025 04:02 PM

It looks small and is too climbing focused.

weinjared

5/10/2025 06:48 PM

Doesn't include swings and hard for young kids to navigate.

catealex

5/11/2025 01:28 PM

Ugly - bright colors and the long poles do not fit in with the neighborhood

kvplumb

5/12/2025 02:18 PM

The play structure looks fun, but it's ugly. I think it would be an eye sore in the neighborhood.



Eweiner

5/12/2025 03:19 PM

Concept 2 seems to offer much for all ages. This looks too hard for littles and too small for big kids.

mdleduc

5/13/2025 07:11 AM

My kids (ages 9 & 7) vastly preferred concept 2 over concept 1.

PEARLS

5/14/2025 07:37 AM

Great concept but forces kids to be in very close proximity which could create conflict and become dangerous for younger users.

emgreiner

5/14/2025 12:19 PM

It is very ugly. Why does it have the horrific and unnecessary elements that add to its height? I am disappointed that anyone would imagine resident of the community would want to see this every day. The long tubes on top look ridiculous and shouldn't have even been considered. The double slides are nice, though.

Sokky

5/14/2025 12:42 PM

There is no accessible equipment. There should be safety material on the ground: one cannot push a wheelchair through wood chips and wood chips can cause splinters.

avschreiber

5/14/2025 12:49 PM

We love the sand feature of the existing park. This okay structure needs more things for climbers learning to climb

kvh

5/14/2025 01:10 PM

No swings

Jen

5/14/2025 01:51 PM

The structure appears small and limited in functionality. The color scheme lacks visual appeal, and the tall protruding poles may present a safety hazard, particularly as children might be tempted to climb them.

helen

5/14/2025 05:38 PM

The general playset is just ok. I think it will be congested. I also think you need swings.

Laura Engelland

5/14/2025 06:21 PM

Lack of swings.

Lisaclark

5/14/2025 07:23 PM

The stick projecting into the sky

vadim.avshalumov

5/14/2025 08:06 PM

It's too challenging for little kids. I fear they would keep falling off. I would have to closely supervise and that defeats the purpose of bringing kids to the park so that you don't have to actively watch them...

Staygreenbham

5/15/2025 08:32 AM

Horrible style, colors, and just plain ugly. This is neighborhood park in an area of traditional homes. Would prefer "Birmingham Green", which blends in better with the natural elements.

mstabet

5/16/2025 11:33 AM

I prefer concept 2

diver3

5/17/2025 07:56 PM

It looks "cheap"

Avendt

5/18/2025 10:49 AM

This Concept's visual elements are too high, also it is too compact.

BPA1954

5/19/2025 06:00 AM

As our neighbors on Lincoln who attended the meeting (we live across the street from the park) unanimously stated - this concept does NOT fit in with the neighborhood at all! Looks like "Cedar Point" on steroids, and color doesn't matter.

ReddingRd

5/19/2025 12:30 PM

only 1 structure, it's not big enough.

Susan

5/21/2025 05:35 AM

Prefer the model that looks like trees for Lincoln

pollack.christina

5/22/2025 06:22 PM

We love this park because of its simplicity and basic park features (slide, swings, sandbox). I feel the new design takes away from this.

**Optional question** (30 response(s), 52 skipped)

**Question type:** Essay Question

**Q7** | If there's something you would change about Concept 1, please tell us below:

Jax

Larger and keep swings and sandbox. Maybe 2 play structures, a

5/10/2025 03:28 AM

smaller one for young kids and the larger one. Other things besides just the structure

Emmister

5/10/2025 04:09 AM

Wood chips are not accessible. I don't see any ramps or structures that offer wheelchair/walker access. Updating playgrounds in 2025 should include accessibility considerations beyond just 1-2 features near the sidewalk! How can we make the playground inclusive for all kids and families?

Aanna27

5/10/2025 04:20 AM

Add swings. and it's fairly small. The kids also LOVE the sandbox. Adding shade with canopies is also very appreciated.

Jbarnet57

5/10/2025 04:21 AM

Keep  
swings[https://drive.google.com/file/d/1mgXuGmMCzCi\\_1KT\\_4X1jRFVg-evv9\\_8aF/view?usp=drive\\_link](https://drive.google.com/file/d/1mgXuGmMCzCi_1KT_4X1jRFVg-evv9_8aF/view?usp=drive_link)

BhamMom

5/10/2025 04:38 AM

More spread out concept and more natural looking like Booth Park. Natural playgrounds have become more Popular in recent years so I'm surprised one so plastic and bright looking was considered.

MaureenRenaud

5/10/2025 04:40 AM

I like it but prefer concept 2

themissionista

5/10/2025 04:46 AM

Use more greens than blues. I don't think the swirling antenna looking things are necessary. Also more shade on the west side of the park is necessary as it's hot most of the day there. Please don't cut down trees!

Megan

5/10/2025 04:50 AM

This seems to cater to younger kids and frankly is not that different from what is there currently. I would like to see some elements that can be enjoyed by kids 6-10. This doesn't seem like something my kids would be particularly excited about. The current playground equipment is in fine condition, this seems like a replacement for no real reason. I would like to see something larger and different.

karmstrong

5/10/2025 04:50 AM

There is a ton of space in this area - make the play structure bigger!

KathrynMurray

5/10/2025 05:24 AM

I like this for older kids and believe all my kids could play on this now at age 4+, but think this design would be difficult to use by families

with younger kids.

Brianjvargo

5/10/2025 06:54 AM

Ensure there are still swings and a sandbox

Lindsay0407

5/10/2025 08:47 AM

Space out

George

5/13/2025 05:48 PM

Spread out features

conniemdt

5/13/2025 07:34 PM

Have a large focal point for climbing . . . a house, a a ship, a tree

Jstodd

5/14/2025 12:21 PM

I would add some shade

christinazivan

5/14/2025 12:58 PM

Monkey bars and/or rings

BFrey4

5/14/2025 01:27 PM

It could be bigger, maybe it's the way it's represented in the image but it seems small

ksk

5/14/2025 02:41 PM

I would add a swing set and sandbox somewhere in the park

Rabeea

5/14/2025 02:50 PM

There is no division of age groups. It creates unsafe conditions for younger kids and also older kids will struggle to enjoy. Spreading out activities is better.

Engellja

5/14/2025 06:21 PM

There are no swings, baby swings, or sandboxes. The concept seems limited.

Smcraig

5/15/2025 12:26 PM

Add swings (baby/toddler size and adult size) and separate entities

wademezey

5/15/2025 01:24 PM

Color

ArielleRan

Some ideas: Inclusive play areas for DHH, ie) music play equipment,

5/15/2025 06:27 PM

sign alphabet, sensory boards.

KatyD

5/16/2025 02:17 PM

I would add swings.

linsayreijmer

5/17/2025 09:54 AM

An accessible way for littles to climb up and go down the slide like steps, an accessible ramp for new walkers and those with mobility challenges. Shade covers and benches for parents/caregivers

lwoch

5/19/2025 09:03 AM

I don't like the tall sticks.

ChristineAndrews

5/22/2025 01:56 PM

Hard to compare the two since this only shows 1 structure. It looks like fun if they could lose the top portions that just stick up. I think colors are fun. I think we have great slides currently (fast/straight, short/straight and twisty). This could have a true twisty slide added. Kids love the fireman's pole, not sure if this has it. Also a zip liner and monkey bars are huge with my kids.

RJKing

5/22/2025 06:33 PM

The tall arms don't make sense. Seems small given the size of the park.

Lb96

5/22/2025 06:37 PM

The ropes climbing area just looks like a hazard for little ones. And that's who you see frequenting this park the most..

KatK14

5/23/2025 08:27 AM

Nothing for younger kids (toddlers)

Larsonj08

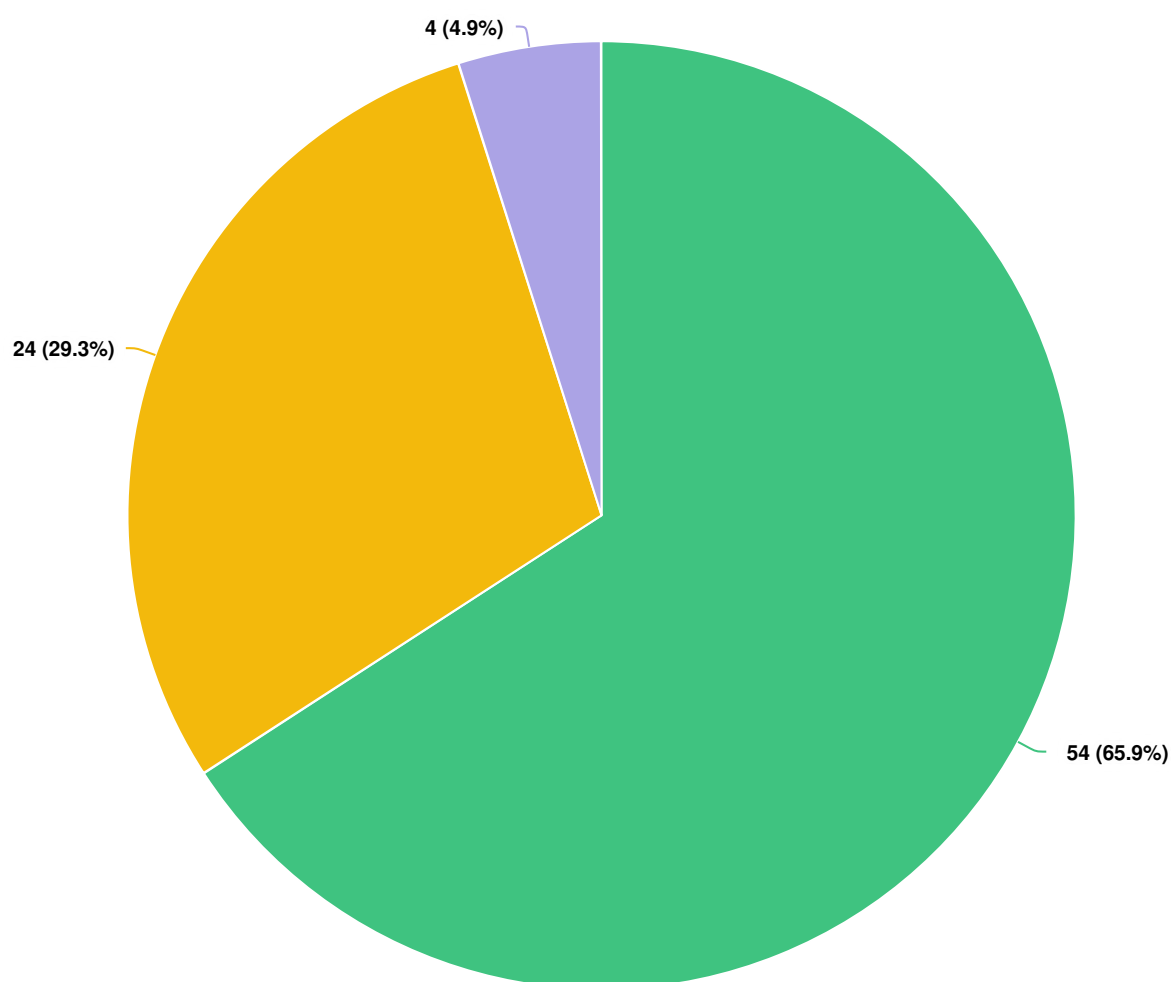
5/23/2025 11:02 PM

Design looks nice but too low to the ground, even my 6 year old would be bored with that slide.

**Optional question** (31 response(s), 51 skipped)

**Question type:** Essay Question

**Q8** West Lincoln Well and Park Concept 2 [To view the concept document, please click here.](#)



**Question options**

☒ I like it! ☐ I like it, but I would change something. ☐ I don't like it.

*Optional question (82 response(s), 0 skipped)*

*Question type: Radio Button Question*



**Q9 | If there's something you would change about Concept 2, please tell us below:**

Emmister

5/10/2025 04:09 AM

This concept includes an image of a wheelchair user but I am not sure how the actual structure would be inclusive for them? Wood chips are not accessible and the structure itself does not have wheelchair access in any way. Inclusivity does not mean having one component off to the side that a disabled child can access with support from an adult.

BhamMom

5/10/2025 04:38 AM

I like how this is spread out and has shade umbrellas. The structures are not visibly appealing. Would like it to be more of a natural look like Booth Park.

Megan

5/10/2025 04:50 AM

Please do not bring back the sandbox!!!

karmstrong

5/10/2025 04:50 AM

I still think play structure could be bigger. Also include swings for babies.

Mmwrighs

5/10/2025 05:30 AM

More options for shade, sitting for parents and kids

Jkpb

5/10/2025 06:03 AM

I really love concept plan 2. The only thing that I definitely would change is I would prefer to see the structures done in green. The same color green that the city has designed as Birmingham green that is used for all the benches and signage. I like the branding of it city wide and think it also is nice if the playground looks like in the green and encourages well especially at Lincoln with all the trees and bushes there.

Kromant

5/10/2025 06:28 AM

I like how there are separate areas and shaded areas. I would add more seating and climbing features. Again something for a little older age group as well.

amfrey4

5/10/2025 08:17 AM

Additional structures for older children 6-12

Romantan

5/10/2025 01:29 PM

This is better than #1 but still lacking a lot. The park should incorporate some sports elements like a soccer net or basketball net.

catealex

5/11/2025 01:28 PM

Add baby swings in place of the disk swing, add more seating and swing chair for adults

mcpharI9

5/13/2025 03:20 PM

More for toddlers

Madison St

5/13/2025 05:35 PM

Too spread out for such a small park.

Bmcnab

5/14/2025 10:33 AM

I would prefer to see more color in the playground

Sokky

5/14/2025 12:42 PM

There isn't enough accessible equipment. There should be safety material on the ground: one cannot push a wheelchair through wood chips and wood chips can cause splinters.

Jen

5/14/2025 01:51 PM

I would recommend adding more seating for caregivers, as well as designated eating areas. Many parents, including myself, enjoy bringing lunches or snacks to share while at the playground. Incorporating a water feature or garden area would be a great enhancement, adding both visual appeal and sensory engagement to the playground.

helen

5/14/2025 05:38 PM

You need to add infant swings.

Lisaclark

5/14/2025 07:23 PM

Would not include a sandbox. Litter box for wild animals.

Staygreenbham

5/15/2025 08:32 AM

PLEASE consider adding a single adult bench swing at West Lincoln Well park, rather than installing two at Booth Park. We enjoy a nice multigenerational mix of park users. Young and old parents, grands, would all appreciate a nice place to sit in a shaded area. Your consideration would be most appreciated!

Smcraig

5/15/2025 12:26 PM

Add baby/toddler swings (the ones with the bucket seat)

ArielleRan

5/15/2025 06:27 PM

Same as above.

Susan

5/21/2025 05:35 AM

The large play structure would be better towards the back of the park.

ChristineAndrews

5/22/2025 01:56 PM

I like the shade this provides. Need baby swings next to regular swings. I think it could be fun - same comments as above and it could use a true twisty slide. My kids are into rock walls, spinners, zip line, fireman's poles.

KatK14

5/23/2025 08:27 AM

Maybe add a tunnel and/hill like they have at booth park.

Larsonj08

5/23/2025 11:02 PM

Design looks great but I'd recommend planting some trees around for additional shade.

**Optional question** (24 response(s), 58 skipped)

**Question type:** Essay Question

#### Q10 | If Concept 2 doesn't appeal to you, please let us know why:

Lossiach

5/10/2025 06:46 AM

Again why is there no walking area on the play structure??

conniemdt

5/13/2025 07:34 PM

Too busy looking. Needs a strong focal point, then space out activities

Lb96

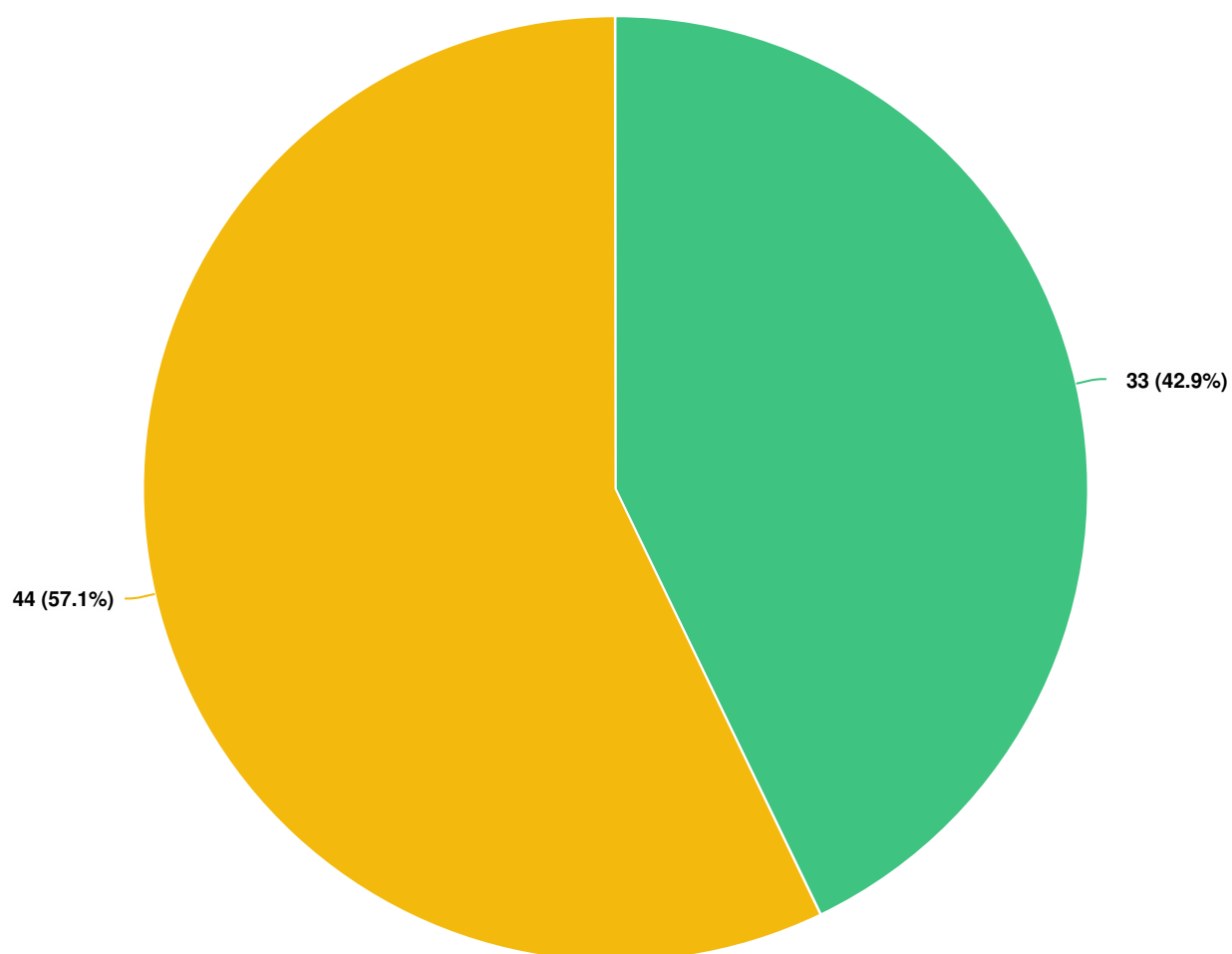
5/22/2025 06:37 PM

Again, there is so much for little ones to get hurt on here. A child must have strong climbing abilities to navigate this structure.

**Optional question** (3 response(s), 79 skipped)

**Question type:** Essay Question

Q11 | I prefer:



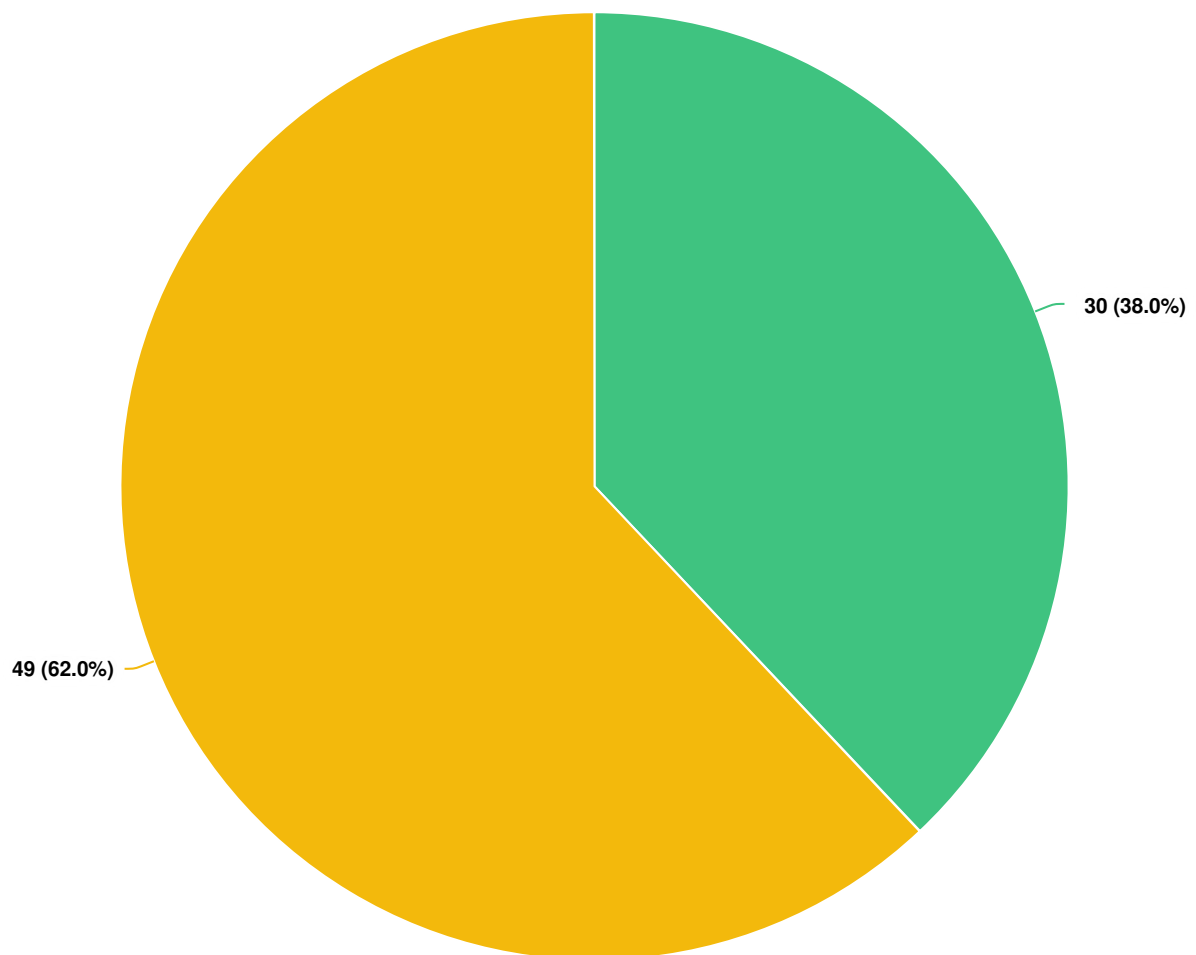
**Question options**

- Playground with an emphasis on equipment for 0–5 year olds    ● Playground with an emphasis on equipment for 5–12 year olds

*Optional question (77 response(s), 5 skipped)*

*Question type: Radio Button Question*

**Q12** Do you think West Lincoln Well and Park should be renamed?



**Question options**

☒ Yes ☐ No

*Optional question (79 response(s), 3 skipped)  
Question type: Radio Button Question*

### Q13 | If yes, what name would you suggest?

Jbarnet57

5/10/2025 04:21 AM

West Lincoln Community Park

BhamMom

5/10/2025 04:38 AM

Lincoln Woods Park or Lincoln Green Park

KathrynMurray

5/10/2025 05:24 AM

I do not care about the renaming, but do call this park Lincoln Park.

Jkpb

5/10/2025 06:03 AM

Lincoln Park. It should absolutely have Lincoln in the name as that is how people in the. Neighborhood refer it it. But the West and Wells

Kromant

5/10/2025 06:28 AM

The park at Midvale, Midvale woods park, Lincoln court park, Midvale neighborhood park

brianmyers3

5/10/2025 10:03 AM

Remove "well" from the name. It doesn't sound right, and there doesn't seem to be a "well" at the location.

DebL

5/11/2025 08:05 AM

Birmingham park or Lincoln Landing

kvplumb

5/12/2025 02:18 PM

West Lincoln Park

mdleduc

5/13/2025 07:11 AM

My kids have always called it the Yellow Park because of the yellow equipment. I think West Lincoln Park sounds fine - the term "Well" is confusing.

pkittinger

5/13/2025 07:06 PM

Mary Todd Lincoln Park

conniemdt

5/13/2025 07:34 PM

Adventure Land

avschreiber

5/14/2025 12:49 PM

Something not related to it's streets



**BFrey4**  
5/14/2025 01:27 PM  
I'd love it to be named after Elijah Staunton Fish or George Basil Taylor, deceased Birmingham residents that were associated with Michigan's Underground Railroad in the years before he civil war.

**Rabeea**  
5/14/2025 02:50 PM  
a shorter name would be better

**helen**  
5/14/2025 05:38 PM  
West Lincoln Park

**Laura Engelland**  
5/14/2025 06:21 PM  
West Lincoln Park (simplify)

**Lisaclark**  
5/14/2025 07:23 PM  
Little Lincoln Park; Grand Lawn Park

**Sdwise57**  
5/15/2025 05:16 AM  
West Well Park; Southwest Park; something generic

**KatyD**  
5/16/2025 02:17 PM  
Lincoln Westchester Park

**Susan**  
5/21/2025 05:35 AM  
West Lincoln-yes pump house is not near me however I think the residents like that name.

**ChristineAndrews**  
5/22/2025 01:56 PM  
Lincoln Park

**KatK14**  
5/23/2025 08:27 AM  
Lincoln Park

**Optional question** (22 response(s), 60 skipped)  
**Question type:** Single Line Question

#### Q14 | Is there anything else you would like to share about this playground?

**Emmister**  
5/10/2025 04:09 AM  
Please be thoughtful about accessibility! Are most features accessible with a wheelchair or walker? I just hate to have the funding and opportunity and miss including all kids and families. Have families with experience with wheelchair use and/or disability been contacted and asked for input? Including folks with lived experience in the design

process is so important!

mernst822

5/10/2025 04:19 AM

This playground is a neighborhood icon! We go there multiple times a weeks and see the same families coming back too. There are lots of smaller kids that come to this park and very rarely older kids. The equipment would better serve 8 and below. I would love to see Sun sails and more shade options here. On the afternoon there is no shade at all.

Aanna27

5/10/2025 04:20 AM

My children love the playground, but I would love if the base of the playground was that rubber material instead of wood chips. The wood chips are a mess and with the rubber, very small toddlers/babies who are learning to crawl/walk have a more comfortable place to do so. Also more benches potentially with shade would be great. Thanks for updating our extremely loved park!

Jbarnet57

5/10/2025 04:21 AM

Needs more shaded area. It's all in the sun especially the swings.

BhamMom

5/10/2025 04:38 AM

Please consider more natural look play structures.

themissionista

5/10/2025 04:46 AM

More shade. More trees planted. A lot of little tiny kids play here. It would be nice if it could have space for them while also engaging 6-12 year olds. I like concept 2.

karmstrong

5/10/2025 04:50 AM

Adding additional shade and placing seating in the shade would be a plus.

LibraryRat

5/10/2025 05:06 AM

Love the blue color!

KathrynMurray

5/10/2025 05:24 AM

I like the play structure that is currently at the park and am honestly surprised this playground is getting a refresh. I think this playground would get more use if it had a fence.

NCGreen

5/10/2025 06:00 AM

As much shading as you can add and more seating for parents - thanks!

Kromant

5/10/2025 06:28 AM

We would love to see a small basketball area added and to avoid using wood chips as ground cover. Roper Park is a great example of a well-designed space that accommodates a wider range of age groups, not just younger children ages 0–5. It would be wonderful to include features for older kids, ages 6–10, such as a basketball hoop or a small soccer area.

Lossiach

5/10/2025 06:46 AM

These new style playgrounds aren't find for kids They leave no imagination it's basically a bunch of ropes connected by poles Please no

amfrey4

5/10/2025 08:17 AM

Eliminate sandbox feature to eliminate spread of germs.

Lindsay0407

5/10/2025 08:47 AM

Splash pad or mister, water feature, soccer nets or sport court

Romantan

5/10/2025 01:29 PM

There is plenty of grass on both sides which should be used.

weinjared

5/10/2025 06:48 PM

Please restore the drinking fountain and include a porta-potty.

brmnghm2021

5/11/2025 06:22 AM

Please Consider adding a fence with gate on the street side since this playground is very close To the main road.

Eweiner

5/12/2025 03:19 PM

It would be nice to update the seating to have a nicer community gathering space like the pergolas at Barnum. Also the space in the far side of the tennis courts is just lots of wasteful grass — would love to see native plants/pollinator gardens. Probably, beyond the scope of this project but to expand to older ages, a basketball half court would be amazing like Adam's park.

mdleduc

5/13/2025 07:11 AM

My kids have used this playground since they were toddlers. They loved the sandbox when they were little, and could use most of the equipment even when they were little. The tire swing is too small for them to share now, so they would love one of the larger swings as depicted in Concept 2. They have always loved using the regular swings as well (and baby swings when they were little). Many parks don't have enough swings. I support having a playground that has equipment for all ages - maybe divided into areas for little ones and older ones.

Madison St

5/13/2025 05:35 PM

Water fountain with bottle refill spout near the tennis courts.

George

5/13/2025 05:48 PM

The current mix of features has been very good for our grandkids. Replacing with similar items would be good. They all liked the sandbox. Definitely need benches and tables for snacking/eating.

conniemdt

5/13/2025 07:34 PM

Please include: Plenty of climbing and sliding features well spaced, multi-tiered, padded soft and spongy flooring, Bucket swings, Picnic tables, Sandbox, bounce spot, place for bikes,

PEARLS

5/14/2025 07:37 AM

Monkey bars are always welcome by children and challenging for all ages.

emgreiner

5/14/2025 12:19 PM

Sandboxes should remain. Also, the second concept looks so much better visually. The colours look so much better.

daveancath

5/14/2025 12:23 PM

tables and benches for adults needed

kvh

5/14/2025 01:10 PM

Needs bathroom facilities

Steve Nickoloff

5/14/2025 01:56 PM

Everyone calls it Lincoln Park so I'm a little confused. Love the tennis courts!

ksk

5/14/2025 02:41 PM

It looks like concept 2 has equipment for both age groups, it's good if all users can enjoy..

Rabeea

5/14/2025 02:50 PM

Can the parking lot get paved? It is a little difficult to get into. Also clear rules on pets and garbage.

helen

5/14/2025 05:38 PM

Walkway from sidewalk to play area

Laura Engelland

5/14/2025 06:21 PM

Emphasis on swings, climbing, and providing shade, please. Thank you!

vadim.avshalumov

5/14/2025 08:06 PM

The park needs more shading. It's too hot there on sunny afternoons .

CM/AD

5/14/2025 08:13 PM

Both concepts are appealing; #2 layout offers a well spaced variety

MMW

5/15/2025 04:50 AM

Benches and picnic tables with shade

Staygreenbham

5/15/2025 08:32 AM

A beautiful, adult size bench swing would be GREAT! Would be happy to install a small native garden space for park visitors to enjoy. Just need location, site plan approval. We will provide all of the plants, subject to approval and do the installation. Then our park would be joining the Homegrown National Park & Pollinator Pathways projects. Thank you again, for seeking out our input on this project. We are so appreciative of your willingness to listen to, and work with us. Looking forward to enjoying this beautiful new space!

Smcraig

5/15/2025 12:26 PM

Swings are a must- both toddler swings and "adult" sizes. Increasing the amount of baby/toddler swings would be so helpful as they are usually full. I see many adults with cognitive needs use the adult swings as well, a huge benefit to keep them!

ArielleRan

5/15/2025 06:27 PM

texturized rubber/grounds. Fenced in from Lincoln street traffic.

KatyD

5/16/2025 02:17 PM

My kids went there on field trips from Midvale. I think this park would be better utilized if it had better equipment and more resources. Thank you!

linsayreijmer

5/17/2025 09:54 AM

Consider putting in a fence along Lincoln, drivers can be fast and unpredictable.

BPA1954

5/19/2025 06:00 AM

Concept 2 appears to have been updated (in a good way!) to address neighborhood feedback at the public planning session - thank you! I now see that popular "access" swing added, along with what looks like a sandbox with shade (as we all stated, the existing sandbox is a longstanding neighborhood favorite. Also...be sure to have a couple of picnic tables (the old- fashioned kind are fine) as these get a LOT of use. The playground should align with the character of the surrounding neighborhood - this is important. Parking must also be a

consideration, as the lot next to the tennis court can fill up and parking on the surrounding side streets is problematic. In other words - please don't overbuild this. I also observed at the meeting that the older children (say 10+) tend to be engaged in other activities, not playground centered (for example, playing soccer or baseball in the lot at the other side of the tennis courts). The "age breaks" here seem rather arbitrary and don't align with what I've observed at various play parks around the city. Certainly, an improvement more in the spirit of Concept 2 will be appreciated.

Susan

5/21/2025 05:35 AM

Thankycu! The population has graven on this side of town. This park gets a lot of use.

ChristineAndrews

5/22/2025 01:56 PM

We back up to the park. We have a 10 month old and 4 and 6 year olds. They definitely need more for older kids, but I'm not sold on a structure for the younger kids just because they just want to be where the big kids are. Beverly Park, my kids never spent any time on the structure for younger kids. They did however use all other equipment (spinners, climbers, sand box!) I say put more in like that and skip the baby structure. The bouncers that are there (construction truck and dinosaur) are perfect as they are and I'd be disappointed to not have them stay. The construction truck is brand new. There has to be both regular and baby swings (near each other) as that's a lifeline for us moms. Also more shade and seating. Would love some sort of bench along the sand box as sitting on the wood around it is so uncomfortable and also then we're in the kids' way. Also the excavator in the sandbox — keep it!! Need monkey bars and fireman's pole at minimum.

Lb96

5/22/2025 06:37 PM

Keep it friendly to little ones. This park is full of toddlers. If you want to add a climbing feature don't make it the main pieces that connects the structures. That's a nightmare for parents with little ones.

KatK14

5/23/2025 08:27 AM

Concept 1 is good for older kids but it doesn't seem to have any elements for younger kids. I think there should be a combination of the two concepts for both younger and older kids. I love the concept 2 little toddler/kids elements.

Larsonj08

5/23/2025 11:02 PM

Survey design is incredibly poor, it's not clear if I should rank the choices (1st to 6th) or assign a score highest to lowest (6 to 1). My observation of playground equipment is 0-5 stuff is actually of interest to only the youngest end of the group (0-2). For example, all of the kindergarteners prefer to play on the main playground at the



elementary school whenever given the option. Kids have a developmental need for "risky play" (look it up there's many academic studies on the topic), so will use equipment in an inappropriate way to make it more interesting if it's built to be way too boring, which is how Birmingham parks are mostly constructed with old and out-of-date equipment. <https://cps.ca/en/documents/position/outdoor-risky-play> Benches for parents are needed, as well as picnic tables. That helps the park become more of a gathering space where families may bring dinner or push tables together for a kids birthday party or boy/girl scout meeting.

**Optional question** (45 response(s), 37 skipped)

**Question type:** Essay Question

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## Pumphouse Park

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Kevin Zurro <evol\_z@yahoo.com>

Thu, May 22, 2025 at 8:32 PM

To: "Claird@bhamgov.org" <Claird@bhamgov.org>, "Cfolk@bhamgov.org" <Cfolk@bhamgov.org>

Kevin Zurro, President  
Birmingham Farms Neighborhood Association (BFNA)  
[1735 Norfolk Street](#)  
Birmingham, MI 48009  
[evol\\_z@yahoo.com](mailto:evol_z@yahoo.com)

5/22/25

### **Subject: Appreciation for Pumphouse Park Improvements & Neighborhood Concerns**

Dear Birmingham Parks and Recreation Board,

On behalf of the Birmingham Farms Neighborhood Association (BFNA), I would like to extend our sincere gratitude to you and your team for the ongoing efforts to enhance Pumphouse Park within our community. Your dedication to maintaining and improving our public spaces has made a meaningful difference, and we genuinely appreciate the time, effort, and resources invested in making the park a place for families and neighbors to enjoy.

As you may recall, in 2010, the residents of our neighborhood came together to vote on the park's official name, ultimately selecting Pumphouse Park as a reflection of its history and identity within our community. In recognition of this decision, the city placed a commemorative plaque on the rock at the park entrance, solidifying its name as a valued part of our neighborhood's character.

Recently, discussions have surfaced suggesting a potential name change for the park. While we appreciate thoughtful dialogue about community spaces, many of our neighbors are expressing concerns about the idea of renaming it. The BFNA Board unanimously supports keeping the Pumphouse Park name, as it carries a significant historical and sentimental connection for our residents. The existing name was chosen through a democratic neighborhood process and has been embraced by the community for over a decade.

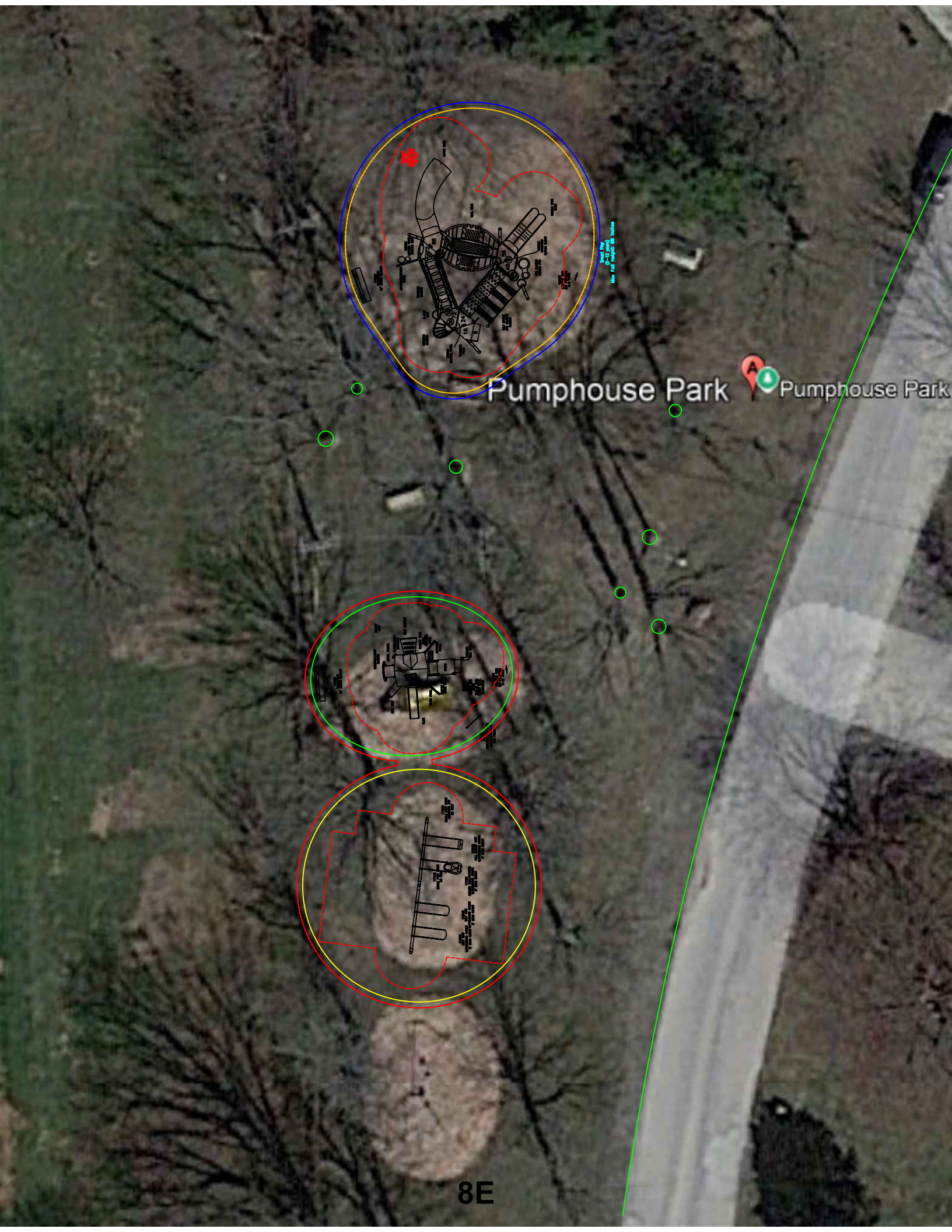
We hope to continue working collaboratively with the Parks and Recreation Board to ensure that Pumphouse Park remains a cherished part of Birmingham Farms. Thank you again for your commitment to fostering vibrant and welcoming spaces for our residents.

Sincerely,

Kevin Zurro, President  
Birmingham Farms Neighborhood Association (BFNA)

# Pumphouse Park

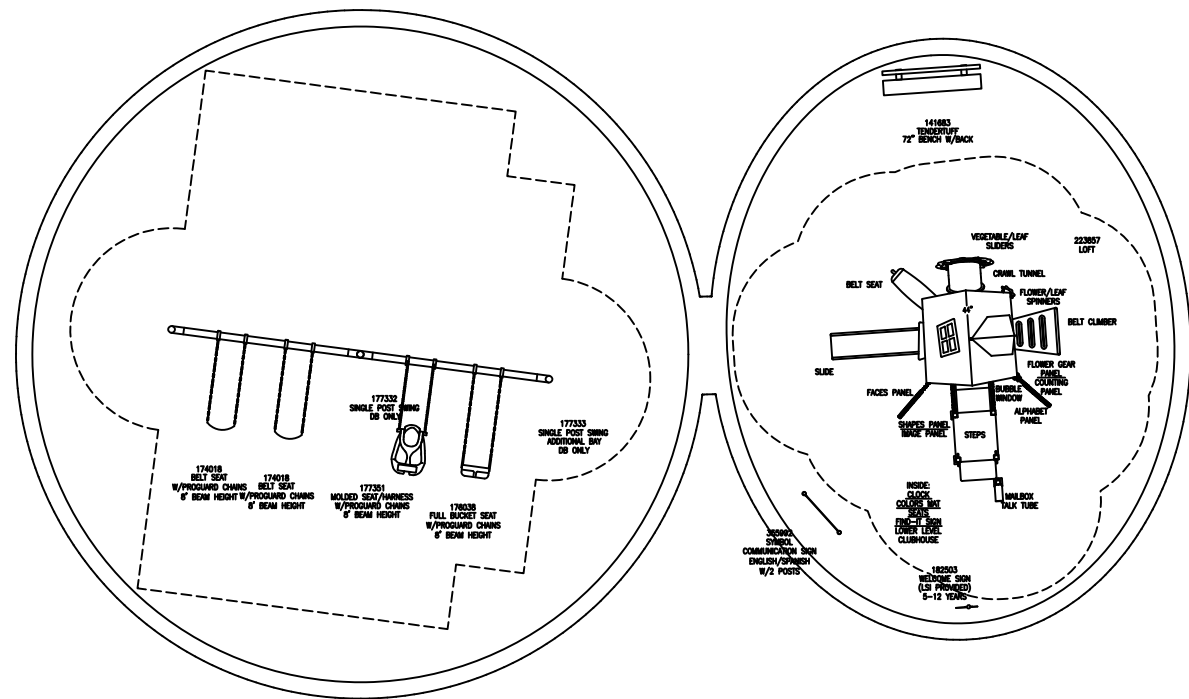
- Proposed playground layout
- Cost proposal for equipment
- Cost proposal for installation



Pumphouse Park

Pumphouse Park

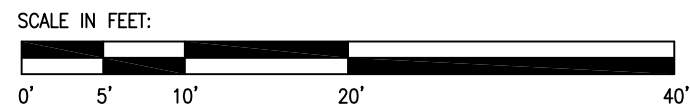
8E



Smart Play  
(2-5 years)  
Max Fall Height: 96 inches

### 5-12 AREA

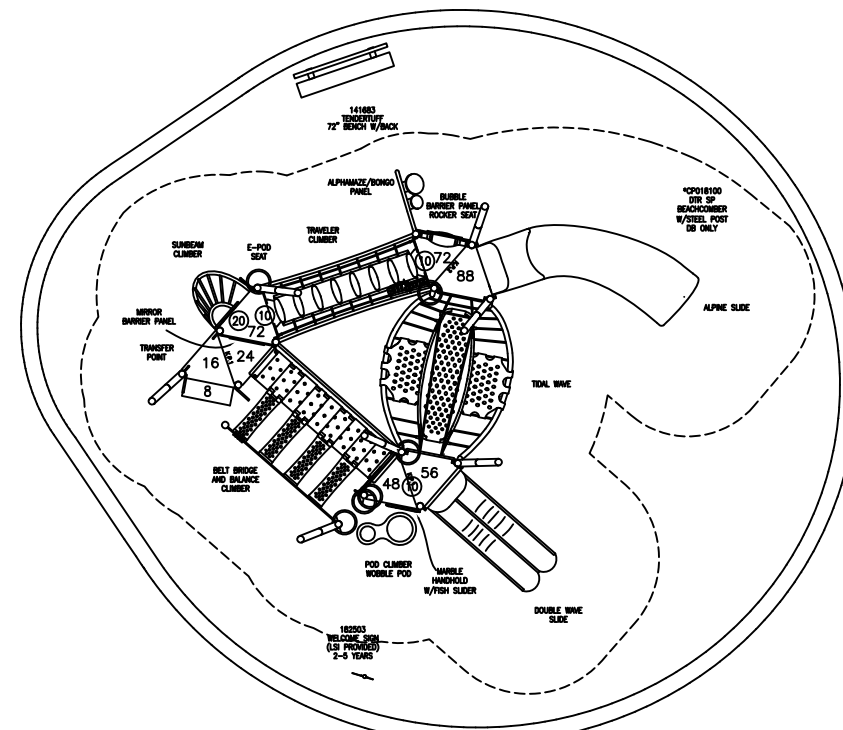
|                                                  |   |          |   |
|--------------------------------------------------|---|----------|---|
| TOTAL ELEVATED PLAY COMPONENTS                   | 8 |          |   |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP     | 0 | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 4 | REQUIRED | 4 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN   | 3 | REQUIRED | 3 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 3 | REQUIRED | 3 |



Pump House Park  
Birmingham, MI

Penchura, LLC  
Lance Shipman

SYSTEM TYPE:  
Smart Play  
DRAWING #:  
PEN1194708-01-03



Smart Play  
(5-12 years)  
Max Fall Height: 88 inches

### 2-5 AREA

|                                                  |    |          |   |
|--------------------------------------------------|----|----------|---|
| TOTAL ELEVATED PLAY COMPONENTS                   | 5  |          |   |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP     | 0  | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 5  | REQUIRED | 3 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN   | 11 | REQUIRED | 2 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 6  | REQUIRED | 6 |



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with \*) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org)

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "TRENCH DRAIN".

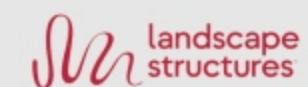
ACCESSIBLE/PROTECTIVE  
LOOSE FILL MATERIAL  
(ENGINEERED WOOD FIBER SUGGESTED)  
3,617 SF

DESIGNED BY:  
AH

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601 7th STREET SOUTH - P.O. BOX 198  
DELANO, MINNESOTA 55328  
PH: 1-800-328-0035 FAX: 1-763-972-6091

|      |                    |          |
|------|--------------------|----------|
| Date | Previous Drawing # | Initials |
|------|--------------------|----------|





## Pump House Park

PEN1194708-01-03 • 6.16.2025



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structures

Pump House Park

PEN1194708-01-03 • 6.16.2025

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**Landscape Structures Inc**  
**601 7th Street S**  
**Delano, MN 55328**

# Proposal

| Date      | Proposal # |
|-----------|------------|
| 6/11/2025 | 25-883-2   |

|                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|
| Bill To:                                                                                                          |
| <b>City of Birmingham</b><br><b>P.O. Box 3001</b><br><b>151 Martin Street</b><br><b>Birmingham, MI 48012-3001</b> |

|                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|
| Ship To                                                                                                           |
| <b>City of Birmingham</b><br><b>Brad McNab, 248-514-8902</b><br><b>851 S. Eton</b><br><b>Birmingham, MI 48009</b> |

| Customer Contact  | Customer Phone      | Customer Fax        | Terms         | P.O. No. | Rep        |
|-------------------|---------------------|---------------------|---------------|----------|------------|
| <b>Brad McNab</b> | <b>248-514-8902</b> | <b>248-530-1754</b> | <b>Net 30</b> |          | <b>LAS</b> |

| Item                   | Description                                                                  | Qty      | Weight | Price            | Total            |
|------------------------|------------------------------------------------------------------------------|----------|--------|------------------|------------------|
|                        | <b>Pump House Park Final Equipment with Sourcewell</b>                       |          |        |                  |                  |
| <b>CP018100A</b>       | <b>DTR PB BeachComber DB Only1</b>                                           |          |        | <b>56,166.30</b> | <b>56,166.30</b> |
| <b>182503A</b>         | <b>Welcome Sign Ages 2-5 years Direct Bury</b>                               | <b>1</b> |        | <b>0.00</b>      | <b>0.00</b>      |
| <b>223857A</b>         | <b>Smart Play®: Loft 2-5 Direct Bury</b>                                     | <b>1</b> |        | <b>23,806.80</b> | <b>23,806.80</b> |
| <b>355992A</b>         | <b>Symbol Communication Sign English-English w/2 Post 2"SM</b>               | <b>1</b> |        | <b>2,233.80</b>  | <b>2,233.80</b>  |
| <b>182503C</b>         | <b>Welcome Sign Ages 5-12 Direct Bury</b>                                    | <b>1</b> |        | <b>0.00</b>      | <b>0.00</b>      |
| <b>174018A</b>         | <b>Belt Seat w/Chains ProGuard Chains for 8' Beam Height</b>                 | <b>2</b> |        | <b>168.30</b>    | <b>336.60</b>    |
| <b>176038A</b>         | <b>Full Bucket Seat w/Chains ProGuard Chains for 8' Beam Height</b>          | <b>1</b> |        | <b>474.30</b>    | <b>474.30</b>    |
| <b>177351A</b>         | <b>Molded Bucket Seat w/Harness &amp; ProGuard Chains for 8' Beam Height</b> | <b>1</b> |        | <b>1,162.80</b>  | <b>1,162.80</b>  |
| <b>177332A</b>         | <b>Single Post Swing Frame 8' Beam Height</b>                                | <b>1</b> |        | <b>1,662.60</b>  | <b>1,662.60</b>  |
| <b>177333A</b>         | <b>Single Post Swing Frame Additional 8' Bay</b>                             | <b>1</b> |        | <b>1,234.20</b>  | <b>1,234.20</b>  |
| <b>141683A</b>         | <b>TT Coated Bench 72" w/Back Direct Bury (121 lbs)</b>                      | <b>2</b> |        | <b>841.50</b>    | <b>1,683.00</b>  |
| <b>Freight</b>         | <b>Freight</b>                                                               |          |        | <b>3,500.00</b>  | <b>3,500.00</b>  |
|                        |                                                                              |          |        |                  | <b>0.00</b>      |
| <b>Sourcewell D...</b> | <b>Sourcewell Discount</b>                                                   |          |        | <b>-7,100.83</b> | <b>-7,100.83</b> |

Proposal Good For 30 Days  
 Shipping Time: TBD  
 Ship Via: Common Carrier  
 Please call 24 hours prior to delivery: \_\_\_\_\_

Customer signature below constitutes a purchase order.

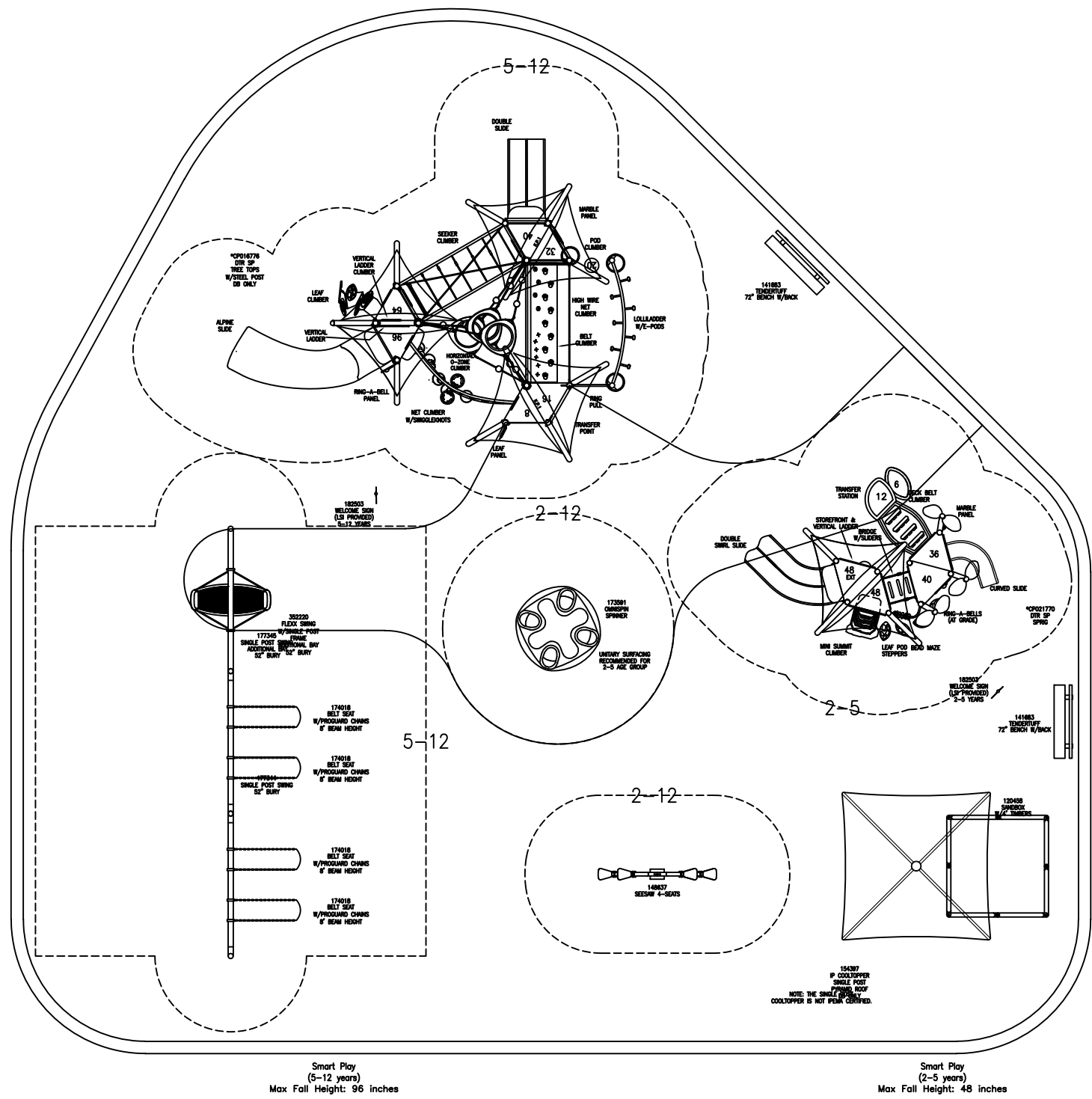
|                         |                    |
|-------------------------|--------------------|
| <b>Subtotal</b>         | <b>\$85,159.57</b> |
| <b>Sales Tax (0.0%)</b> | <b>\$0.00</b>      |
| <b>Total</b>            | <b>\$85,159.57</b> |

Penchura, LLC, 889 S. Old US 23 Brighton, MI 48114  
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529



# West Lincoln Well & Park

- Proposed playground layout
- Cost proposal for equipment
- Cost proposal for installation

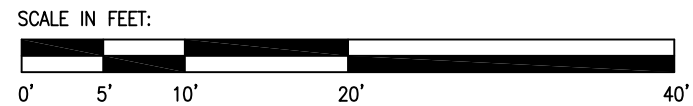


5-12 AREA

|                                                  |    |          |   |
|--------------------------------------------------|----|----------|---|
| TOTAL ELEVATED PLAY COMPONENTS                   | 10 |          |   |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP     | 0  | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 5  | REQUIRED | 5 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN   | 12 | REQUIRED | 3 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 7  | REQUIRED | 7 |

2-5 AREA

|                                                  |   |          |   |
|--------------------------------------------------|---|----------|---|
| TOTAL ELEVATED PLAY COMPONENTS                   | 7 |          |   |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP     | 0 | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 7 | REQUIRED | 4 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN   | 4 | REQUIRED | 2 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 4 | REQUIRED | 4 |



West Lincoln Well & Park  
Birmingham, MI

Penchura, LLC  
Lance Shipman

SYSTEM TYPE:  
Smart Play  
DRAWING #:  
PEN1196602-01



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with \*) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org)

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE SURFACING TO BE A COMBINATION OF UNITARY AND LOOSE FILL MATERIALS.  
EWF: 5,070 SF / PIP: 844 SF

DESIGNED BY:  
AH

COPYRIGHT: 5/8/2025  
LANDSCAPE STRUCTURES, INC.  
601 7th STREET SOUTH - P.O. BOX 198  
DELANO, MINNESOTA 55328  
PH: 1-800-328-0035 FAX: 1-763-972-6091

| Date | Previous Drawing # | Initials |
|------|--------------------|----------|
|      |                    |          |
|      |                    |          |
|      |                    |          |













*landscape*  
structures

West Lincoln Well & Park

PEN1196602-01-01 • 6.16.2025



© 2025 Landscape Structures. All Rights Reserved









Please make check payable to:  
**Landscape Structures Inc**  
**601 7th Street S**  
**Delano, MN 55328**

# Proposal

| Date      | Proposal # |
|-----------|------------|
| 6/11/2025 | 25-833-3   |

|                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|
| Bill To:                                                                                                          |
| <b>City of Birmingham</b><br><b>P.O. Box 3001</b><br><b>151 Martin Street</b><br><b>Birmingham, MI 48012-3001</b> |

|                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|
| Ship To                                                                                                           |
| <b>City of Birmingham</b><br><b>Brad McNab, 248-514-8902</b><br><b>851 S. Eton</b><br><b>Birmingham, MI 48009</b> |

| Customer Contact  | Customer Phone      | Customer Fax        | Terms         | P.O. No. | Rep        |
|-------------------|---------------------|---------------------|---------------|----------|------------|
| <b>Brad McNab</b> | <b>248-514-8902</b> | <b>248-530-1754</b> | <b>Net 30</b> |          | <b>LAS</b> |

| Item                   | Description                                                                | Qty      | Weight | Price             | Total             |
|------------------------|----------------------------------------------------------------------------|----------|--------|-------------------|-------------------|
|                        | <b>Lincoln Well Park Equipment using Sourcewell</b>                        |          |        |                   |                   |
| <b>CP016776A</b>       | <b>DTR PB Treetop Structure w/Steel Post, DB Only</b>                      | <b>1</b> |        | <b>56,166.30</b>  | <b>56,166.30</b>  |
| <b>173591A</b>         | <b>OmniSpin Spinner, Surface Mount</b>                                     | <b>1</b> |        | <b>11,153.70</b>  | <b>11,153.70</b>  |
| <b>182503C</b>         | <b>Welcome Sign Ages 5-12 Direct Bury</b>                                  | <b>1</b> |        | <b>0.00</b>       | <b>0.00</b>       |
| <b>174018A</b>         | <b>Belt Seat w/Chains ProGuard Chains for 8' Beam Height</b>               | <b>4</b> |        | <b>168.30</b>     | <b>673.20</b>     |
| <b>352220A</b>         | <b>Flexx Swing w/Single Post Frame Additional Bay 52" Bury</b>             | <b>1</b> |        | <b>6,385.20</b>   | <b>6,385.20</b>   |
| <b>177344A</b>         | <b>Single Post Swings, 8' Beam Height</b>                                  | <b>1</b> |        | <b>1,846.20</b>   | <b>1,846.20</b>   |
| <b>177345A</b>         | <b>Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only</b> | <b>1</b> |        | <b>1,315.80</b>   | <b>1,315.80</b>   |
| <b>CP021770A</b>       | <b>DTR Smart Play Sprig Play Structure</b>                                 | <b>1</b> |        | <b>35,067.60</b>  | <b>35,067.60</b>  |
| <b>148637A</b>         | <b>4-Seat Seesaw, Direct Bury</b>                                          | <b>1</b> |        | <b>4,686.90</b>   | <b>4,686.90</b>   |
| <b>120458B</b>         | <b>Sandbox w/4' Timbers, 8' Square, w/o Play Table</b>                     | <b>1</b> |        | <b>698.70</b>     | <b>698.70</b>     |
| <b>154397A</b>         | <b>LSI Single Post Cool Topper</b>                                         | <b>1</b> |        | <b>5,380.50</b>   | <b>5,380.50</b>   |
| <b>182503C</b>         | <b>Welcome Sign Ages 5-12 Direct Bury</b>                                  | <b>1</b> |        | <b>0.00</b>       | <b>0.00</b>       |
| <b>141683A</b>         | <b>TT Coated Bench 72" w/Back Direct Bury (121 lbs)</b>                    | <b>2</b> |        | <b>841.50</b>     | <b>1,683.00</b>   |
| <b>Freight</b>         | <b>Freight</b>                                                             |          |        | <b>3,500.00</b>   | <b>3,500.00</b>   |
| <b>Sourcewell D...</b> | <b>Sourcewell Discount</b>                                                 |          |        | <b>-10,004.57</b> | <b>-10,004.57</b> |

Proposal Good For 30 Days  
Shipping Time: TBD  
Ship Via: Common Carrier  
Please call 24 hours prior to delivery: \_\_\_\_\_

Customer signature below constitutes a purchase order.

|                         |                     |
|-------------------------|---------------------|
| <b>Subtotal</b>         | <b>\$118,552.53</b> |
| <b>Sales Tax (0.0%)</b> | <b>\$0.00</b>       |
| <b>Total</b>            | <b>\$118,552.53</b> |

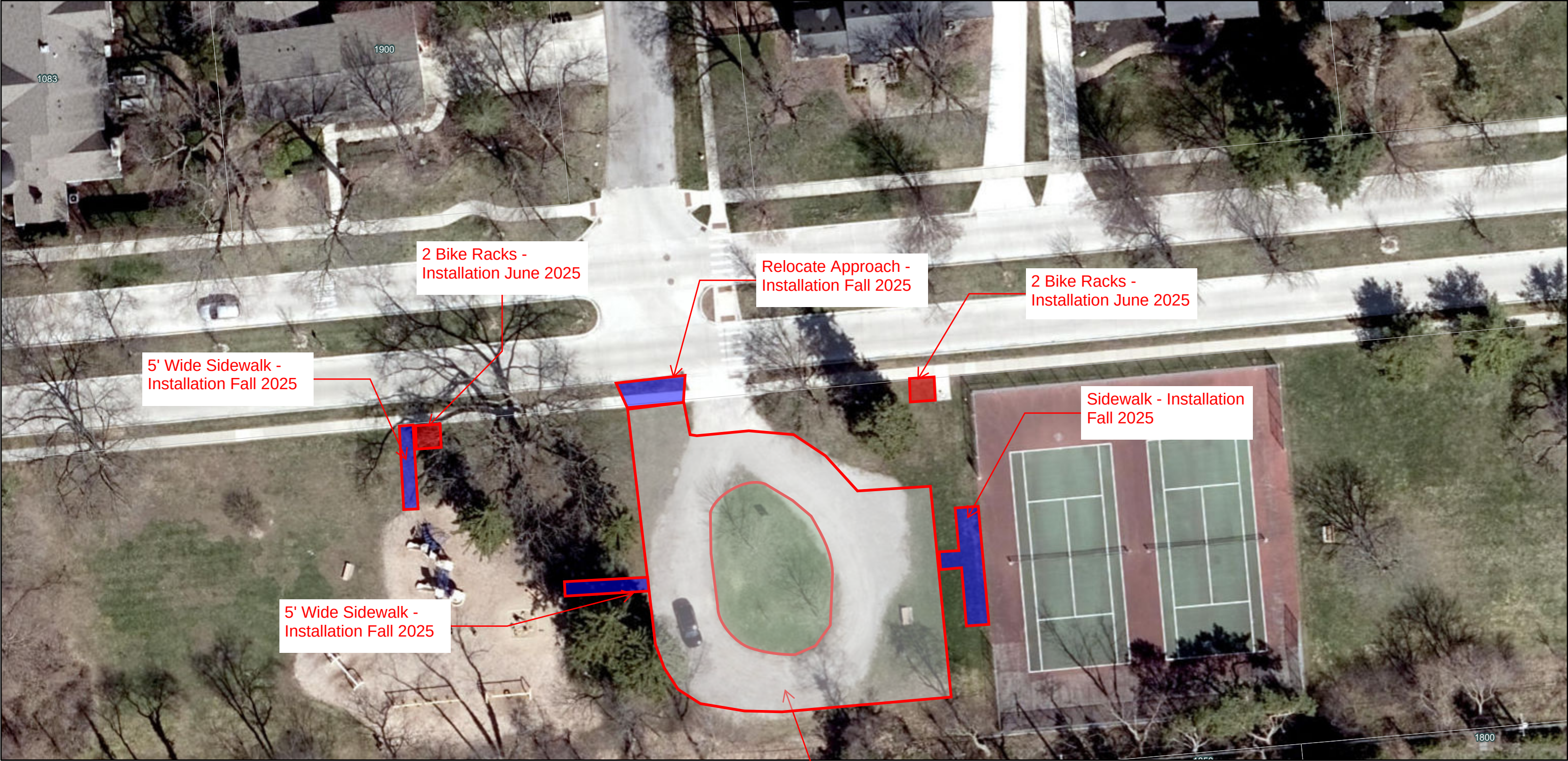
Penchura, LLC, 889 S. Old US 23 Brighton, MI 48114  
Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529







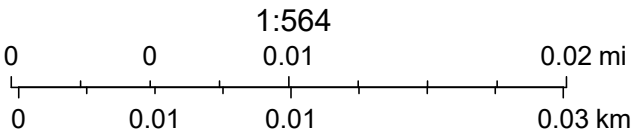
# Lincoln Wells Park Site



6/6/2025, 4:00:04 PM

OC Tax Parcels

Gravel Surface By DPS  
- Installation Fall 2025



Oakland County, Michigan, SEMCOG, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



**AGREEMENT FOR PLAYGROUND DESIGN SERVICES  
FOR BIRMINGHAM PARKS**

**THIS AGREEMENT** is entered into this 22 day of April, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Penchura LLC, a Michigan company, whose address is 889 S. Old US 23, Brighton, MI 48144 (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

**WHEREAS**, the City desires to have Contractor provide playground design services and playground equipment for various City of Birmingham park locations utilizing a cooperative purchase agreement for the purchase of said playground equipment, and all related work; and

**WHEREAS**, the City requested proposals for the procurement and performance of services required for playground design services utilizing a cooperative purchasing agreement such as Sourcewell and for the purchase of playground equipment for various parks in the City of Birmingham, and in connection therewith has prepared a request for sealed proposals ("RFP"), and

**WHEREAS**, Contractor has professional qualifications that meet the project requirements and has made a proposal in accordance with instructions to the bidders and specifications, and terms and conditions.

**NOW, THEREFORE**, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

**MUTUALLY AGREE:** It is mutually agreed by and between the parties that the contractor's response dated March 13, 2025 will be fully incorporated herein to provide playground design services for the City of Birmingham for various Birmingham park locations and herein by reference shall become a part of this Agreement as attachment A, and shall be binding upon both parties hereto.

1. **TERM:** This Agreement shall have a term of four (4) years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to all material associated with the project, whether installed or not by the Contractor through such date.

2. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

3. **PERSONNEL:** Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

4. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor acceptance of the terms of this Agreement.

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

6. **INDEPENDENT CONTRACTOR:** The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

7. **COMPLIANCE WITH LAWS:** Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

8. **NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase

on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

**10. STANDARD INSURANCE REQUIREMENTS:** The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

**A. Workers' Compensation Insurance:**

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

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

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

**C. Motor Vehicle Liability:** Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than **\$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.



- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
- F. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
  - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
  - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

**11. WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham  
P.O. Box 3001  
Birmingham, Michigan 48012  
Attn: Scott D. Zielinski, DPS Director

Contractor: Penchura, LLC  
889 S. Old US 23  
Attn: Lance A. Shipman, LLA, CSPI Recreation Consultant,  
Brighton, MI 48144

- 12. AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 13. WAIVER OF BREACH:** No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.
- 14. COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 15. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
- 16. FAILURE TO PERFORM.** If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
- 17. LEGAL PROCEEDINGS:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48<sup>th</sup> District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.
- 18. RESPONSE TO REQUESTS FOR QUOTES:** The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated March 13, 2025. In the event of a conflict in any of the terms of this Agreement and the Contractor's March 13, 2025 response, the terms of this Agreement shall prevail.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Penchura LLC.

By:

Its:

STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF OAKLAND )

On this 15<sup>th</sup> day of April, 2025, before me personally appeared

\_\_\_\_\_, who acknowledged that with authority on behalf of \_\_\_\_\_ to  
do so he/she signed this Agreement.

Andrea Swanson  
\_\_\_\_\_  
Macomb County, Michigan

Acting in Oakland County, Michigan

My commission expires: 08/29/2026

ANDREA SWANSON  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires 08-29-2026  
Acting in the County of Oakland

**CITY OF BIRMINGHAM:**

By:

Therese Q. Longe, Mayor

On the date of: 4/26/25

By:

Alexandria D. Bingham, City Clerk

**APPROVED:**

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

Scott D. Zielinski  
Scott D. Zielinski, PE, Public Services Director  
(Approved as to substance)

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

Mary J. Chavez  
Mary J. Chavez, Finance Director  
(Approved as to Financial Obligation)

**IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM  
PLAYGROUND DESIGN SERVICES  
FOR BIRMINGHAM PARKS**

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

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

|                                    |                           |
|------------------------------------|---------------------------|
| <u>LANCE A. SHIPMAN</u>            | <u>4/15/2025</u>          |
| <b>PREPARED BY</b><br>(Print Name) | <b>DATE</b>               |
| <u>RECREATIONAL CONSULTANT</u>     |                           |
| <b>TITLE</b>                       | <b>DATE</b>               |
| <u>Lance A. Shipman</u>            | <u>LANCE@PENCHURA.COM</u> |
| <b>AUTHORIZED SIGNATURE</b>        | <b>E-MAIL ADDRESS</b>     |
| <u>PENCHURA L.L.C</u>              |                           |
| <b>COMPANY</b>                     |                           |
| <u>289 S. OLD US 23</u>            | <u>BID-459-9172</u>       |
| <b>ADDRESS</b>                     | <b>PHONE</b>              |
| <u>BRIGHTON MI 48114</u>           |                           |
| <b>NAME OF PARENT COMPANY</b>      | <b>PHONE</b>              |
|                                    |                           |
| <b>ADDRESS</b>                     |                           |
|                                    |                           |
| <b>TAXPAYER I.D.#</b>              |                           |





## MEMORANDUM

Department of Public Services

**DATE:** June 17, 2025

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

**FROM:** Scott D. Zielinski, DPS Director

**SUBJECT:** Cross Connection Control Program

---

### INTRODUCTION:

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) requires all communities to maintain a comprehensive cross connection inspection program to provide a safe potable water system. This program provides for the elimination and prevention of cross connections in water systems within all of the City's commercial and industrial buildings. A cross connection is a connection or arrangement of piping or appurtenances through which water could backflow into the City's water supply system causing contamination. To date, the program has proved extremely successful in meeting the State's requirements and abating potential hazards.

### BACKGROUND:

The City of Birmingham began this comprehensive cross connection control program for commercial properties in 1998 with Hydro Designs, Inc. DBA HydroCorp. The City re-bid the program in 2003 and it was awarded to Hydro Designs, again. That contract was five (5) years for \$15,780.00 per year for the life of the contract. HydroCorp (formally Hydro Designs) is the only company providing these services that can meet the City's requirements of a turnkey program. The City has also confirmed that HydroCorp is still currently the only company that offers turnkey services for cross connection programs for municipal clients.

The Cross Connection Control Services Agreement originally dated April 14, 2003, extended by amendment through April 25, 2021, was further extended with an Amended and Restated Agreement in April of 2021 for three years. The Department of Public Services then continued contracting with HydroCorp for our cross connection program through a two-year agreement. The current contract will end in July.

The City's water supply system and cross connection control program was recently audited by EGLE. While the City is proficient with our commercial program, EGLE has informed us their new

requirements specify we must start a residential cross connection program and reach every household within 10 years.

The City reviewed the new EGLE requirements with HydroCorp to determine if they could also provide turnkey services for the residential program in addition to continuing the services they have previously provided for turnkey commercial cross connection services. The City wishes to extend the existing commercial program and begin the required residential program in July as part of the new fiscal year. The new residential program is designed to reach every household well in advance of EGLE's required 10-year period.

As the City has learned through our efforts involved in both lead service replacement and testing programs, obtaining access to residences can be challenging. Therefore, we have a goal to review all residential properties within five years, giving the City ample time to fully comply with EGLE's requirements.

HydroCorp also provides the City's annual lead testing services to meet the requirements set by EGLE. Given the vast history with HydroCorp for the work they have performed for the existing programs, City staff are confident they will provide the high quality service the City is accustomed to.

#### LEGAL REVIEW:

Both contracts have been reviewed by the City Attorney, and have been approved as to form.

#### FISCAL IMPACT:

Funds for these services are budgeted and available from the Water Fund account #591-537.007-811.0000. Both contracts are based on a 5-year period. The commercial program is to conduct 145 inspections per year in the amount of \$17,835.00 for the first year, increasing 4% per year for a total of \$96,600.11 for the life of the contract for 725 total inspections. The residential program is for 2,040 inspections per year at \$118,881.00 for the first year, increasing 4% per year for a total of \$643,897.84 for the life of the contract.

#### SUSTAINABILITY:

The cross connection program aids in the protection of the City's water supply.

#### DESIGN CONSIDERATIONS:

There are no design elements to consider as part of the cross connection control programs.

#### PUBLIC COMMUNICATIONS:

Information regarding the residential cross connection program will be on the City's website, in the summer edition of the Birmingham Beat newsletter and also in upcoming editions of the Around Town e-newsletter. Residential and commercial properties will receive advance notice from HydroCorp, Inc. regarding the upcoming inspections.

#### SUMMARY:

The Department of Public Services recommends approving two Cross Connection Control Agreements with HydroCorp for five year terms. The commercial program is \$17,835.00 for the first year, increasing 4% per year for a total of \$96,600.11 for the life of the contract, and the residential program is \$118,881.00 for the first year, increasing 4% per year for a total of \$643,897.84 for the life of the contract.

ATTACHMENTS:

Agreement of Renewal of Non-Residential Cross Connection Control Program (with proof of insurance)

Agreement of Residential Cross Connection Control Program (with proof of insurance)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve two five-year agreements with HydroCorp for Commercial and Residential Cross Connection Control Programs in the amounts not to exceed \$96,600.11 for the Commercial Program, and \$643,897.84 for the Residential Program. In addition, to authorize the Mayor and City Clerk to sign the agreements on behalf of the City. Funding for both projects has been budgeted in account #591-537.007-811.0000.

## **AGREEMENT OF Renewal of Non-Residential Cross Connection Control Program**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and HydroCorp LLC a Michigan company, whose address is 5700 Crooks Road, Suite 100, Troy, MI 48098, (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires for the Contractor to provide turnkey services associated with Michigan EGLE (Michigan Department of Environment, Great Lakes, and Energy) requirements for a Cross-Connection Control Program for the City's water system, and in connection therewith has requested proposal for renewal of the existing Non-residential Cross-Connection Control plan; and

**WHEREAS**, HydroCorp has agreed to provide services to the City of Birmingham as contained in the Statement of Work attached to this contract as Attachment A. This project is a continued effort for an ongoing Cross Connection Control Program and will provide the City of Birmingham with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations; and

**WHEREAS**, once this project has been approved and accepted by the City of Birmingham and has been executed and signed by the Mayor of the City of Birmingham, the City may expect completion of the elements contained in the Statement of Work within a sixty (60) month period; and

**WHEREAS**, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the requested turnkey Cross-Connection Program.

**NOW, THEREFORE**, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

**1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the Contractor's Renewal Service Agreement Proposal dated 02/06/2025 for the extension of the turnkey service for Non-residential Cross Connection Program, shall be fully incorporated herein by reference and shall become a part of this Agreement, except those portions stricken in HydroCorp, LLC's Terms and Conditions for Professional Services, and shall be binding upon both parties hereto (attached hereto as Attachment "A") in the event of a conflict in any of the terms of this agreement and the Contractor's Proposal, the terms of this Agreement shall prevail.

**2. TERM:** This Agreement shall have a term of five (5) years from the date stated above. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of reports prepared by the Contractor through such date.

**3. TERMS OF PAYMENT:** The Contractor will invoice monthly for services. In no event shall invoices be submitted more than 45 days after completion of services. The City may, at its sole discretion, demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

**4. PERSONNEL:** Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

**5. INSURANCE SUBMISSION REQUIREMENTS:** Contractor must submit proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor's acceptance of the terms of this Agreement.

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

**7. INDEPENDENT CONTRACTOR:** The Contractor and the City agree that Contractor is acting as an independent contractor with respect to the Contractor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any



other employer contributions on behalf of the City.

**8. COMPLIANCE WITH LAWS:** Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

**9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination, Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

**11. STANDARD INSURANCE REQUIREMENTS:**

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

A. Workers' Compensation Insurance:

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

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than 1MM in General Liability and 5MM "in form" Umbrella combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

E. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim Contractor will provide services that are customarily subject to this type of coverage.

F. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

**12. WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham  
P.O. Box 3001  
Birmingham, Michigan 48012  
Attn: Scott D. Zielinski, DPS Director

HydroCorp:  
5700 Crooks Rd \_\_\_\_\_  
Ste 100 \_\_\_\_\_  
Troy, MI 48098 \_\_\_\_\_  
Attn: Christopher Spain, CEO \_\_\_\_\_

**13. AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

**14. WAIVER OF BREACH:** No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

**15. COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of the Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

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

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

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

**19. RESPONSE TO REQUESTS FOR PROPOSALS:** The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated February 6<sup>th</sup>, 2025, to the City's Request for Proposal for renewal of contract, (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and Contractor's February 6<sup>th</sup>, 2025 response, the terms of this Agreement shall prevail.

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

**IN WITNESS WHEREOF,** the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

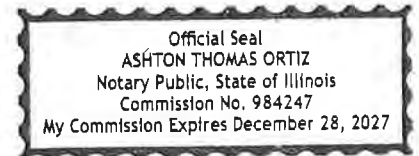
HydroCorp  
(Consultant/Contractor/Vendor/Seller)

By: [Signature]  
Its: CFO

Illinois  
STATE OF MICHIGAN )  
Cook ) ss:  
COUNTY OF OAKLAND )

On this 5th day of June, 2025 before me personally appeared James P. Wagner, who acknowledged that with authority on behalf of HydroCorp to do so he/she signed this Agreement.

[Signature]  
Notary Public  
Cook County, Michigan Illinois  
Acting in Cook County, Michigan Illinois  
My commission expires: 12/28/2027



**CITY OF BIRMINGHAM:**

By: \_\_\_\_\_  
Therese Longe, Mayor

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

[Signature]  
Jana L. Ecker, City Manager  
(Approved as to substance)

[Signature]  
Scott D. Zielinski, DPS Director  
(Approved as to substance)

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

[Signature]  
Mary J. Chavez, Finance Director  
(Approved as to Financial Obligation)



## ATTACHMENT A

## Renewal Service Agreement

DEVELOPED FOR  
Scott D. Zielinski, P.E.  
City of Birmingham

151 Martin Street P.O. Box 3001  
Birmingham, MI, 48012

2/6/2025

## KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

**HYDROCORP.**

THE SAFE WATER AUTHORITY.

CROSS-CONNECTION  
CONTROL / BACKFLOW  
PREVENTION

WATER SYSTEM  
SURVEYS / AUDITS

PIPE SYSTEM MAPPING  
AND LABELING

WATER SAMPLING  
AND ANALYSIS / RISK  
ASSESSMENTS

PROGRAM  
AND PROJECT  
MANAGEMENT

COMPLIANCE  
ASSISTANCE /  
DOCUMENTATION



MICHIGAN CORPORATE OFFICE  
5700 Crooks Road, Suite 100  
Troy, MI 48098  
800.690.6651 TOLL FREE  
248.250.5000 PHONE  
248.786.1788 FAX GENERAL  
Info@hydrocorpinc.com EMAIL

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PROFESSIONAL SERVICE AGREEMENT .....5-9

APPENDIX - QUALIFICATIONS ..... 10

## Statement of Work

HydroCorp™ will provide the following services to the Birmingham, City of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Birmingham, City of with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the Birmingham, City of and HydroCorp, you may expect completion of the following elements within an 60 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

1.2. Inspections. Company will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy

of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

1.8. **Support.** Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. **Facility Types.** The facility types included in the program are as follows: Industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. **Inspection Terms.** Company will perform a maximum of 725.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional inspections above the contract terms will be billed separately at a rate of \$133.24. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. **Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division.** Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. **Policy Manual.** Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.

1.13. **Inventory.** Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. **Data Management.** Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. **Annual Year-End Review.** Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16. **Vacuum Breakers.** HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

| Year                  | Monthly Amount     | Annual Amount |
|-----------------------|--------------------|---------------|
| 1                     | \$1,486.25         | \$17,835.00   |
| 2                     | \$1,545.70         | \$18,548.40   |
| 3                     | \$1,607.53         | \$19,290.34   |
| 4                     | \$1,671.83         | \$20,061.95   |
| 5                     | \$1,738.70         | \$20,864.43   |
| <b>Contract Total</b> | <b>\$96,600.11</b> |               |

Contract Amount is based upon a 60 Months and shall renew in 12-month increments after unless written cancellation by either party received at least 60 days prior to next renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES



IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 5/1/2025.

Birmingham, City of

HydroCorp



By:  
Title:

By: Paul M. Patterson  
Its: Senior Vice President

HYDROCORP, LLC  
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these "Terms") are the only terms which govern the provision of the professional services ("Services") by HydroCorp, LLC, a Michigan limited liability company ("Company") to the customer named on the attached statement of work, order form, proposal, or purchase order ("Client", and together with Company the "Parties" and each individually a "Party"). The attached statement of work, order form, proposal, or purchase order (the "Proposal") and these Terms (collectively, this "Agreement") comprise the ~~entire~~ agreement between the parties, ~~and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.~~ The Proposal is limited to and conditional upon Client's acceptance of these Terms exclusively. ~~Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.~~

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Client Contract Manager"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the

Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company's provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company's provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous

sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the "Company Representatives") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire", Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As used herein: (a) "Deliverables" mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) "Intellectual Property Rights" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client's reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by

Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "Client Materials" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "Software") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities

inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. **Confidentiality.** From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "Representatives" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

~~8. **Indemnification.** Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "Losses" mean all losses, damages,~~

~~liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.~~

9. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. **Limited Warranty.**

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY

AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All Items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars

(\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

~~14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.~~

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its

own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION

ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.



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## Appendix

### Specific Qualifications & Experience

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed system and process that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2025

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

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

|                                                                                                                              |                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>RBN & Associates, Inc.<br>303 E Wacker Dr<br>Suite 650<br>Chicago IL 60601                                | <b>CONTACT NAME:</b> Telisa Gibson<br><b>PHONE (A/C, No, Ext):</b> 312-856-9400<br><b>E-MAIL ADDRESS:</b> tgibson@rbninsurance.com<br><b>FAX (A/C, No):</b> 312-856-9425                                                                                                                                               |
| <b>INSURED</b><br>HydroCorp, LLC<br>HydroSoft, LLC<br>Florida HydroCorp, Inc<br>5700 Crooks Road, Suite 100<br>Troy MI 48098 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> The Travelers Indemnity Co.<br><b>INSURER B:</b> Travelers Prop Cas Co of Amer<br><b>INSURER C:</b> Twin City Fire Insurance Co.<br><b>INSURER D:</b> St. Paul Guardian Insurance Company<br><b>INSURER E:</b> Arch Specialty Insurance<br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:** 2137783219**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                     | ADDL SUBR INSD WVD | POLICY NUMBER                              | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS                                                                                                                                                                                                                                          |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------|--------------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y                  | 6602W649777                                | 12/15/2024               | 12/15/2025               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| D        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                         | Y                  | BA2W651552                                 | 12/15/2024               | 12/15/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                        |                    | CUP2W652616                                | 12/15/2024               | 12/15/2025               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                    |
| A        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                     | Y/N<br>N N/A       | UBW651969                                  | 12/15/2024               | 12/15/2025               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                        |
| C        | Crime<br>Cyber<br>E & O/Pollution Liability                                                                                                                                                                                                                                                                           |                    | 83KB0486036-24<br>C-4LPY-053219-CYBER-2024 | 12/15/2024<br>12/15/2024 | 12/15/2025<br>12/15/2025 | Limit<br>Limit/Aggregate<br>PLEASE SEE BELOW<br>2,000,000<br>2,000,000<br>FOR LIMITS                                                                                                                                                            |

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

Professional (E & O) & Pollution Liability  
Carrier: Underwriters at Lloyds  
Effective 12/15/2024 Expiration 12/15/2025  
Policy number: ANE1010955.24  
Each Limit: 2,000,000  
Aggregate Limit: 2,000,000

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Birmingham  
P. O. Box 3001  
Birmingham MI 48012

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

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

|                                  |           |                                                                                                                             |  |
|----------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------|--|
| AGENCY<br>RBN & Associates, Inc. |           | NAMED INSURED<br>HydroCorp, LLC<br>HydroSoft, LLC<br>Florida HydroCorp, Inc<br>5700 Crooks Road, Suite 100<br>Troy MI 48098 |  |
| POLICY NUMBER                    |           |                                                                                                                             |  |
| CARRIER                          | NAIC CODE | EFFECTIVE DATE:                                                                                                             |  |

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are listed as additional insured on primary and non-contributory basis with respect to the General Liability and Auto Liability as required by written contract or agreement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                     |                                                                       |
|---------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>                                           |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>                                                     |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

- The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.



You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>F.</b> Blanket Additional Insured – Controlling Interest</li> <li><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>J.</b> Incidental Medical Malpractice</li> <li><b>K.</b> Medical Payments – Increased Limit</li> <li><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</li> <li><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
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### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
  - (a) 75 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:
  - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

**(1) "Bodily injury":**

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**(2) "Personal injury":**

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

**(3) "Property damage" to property:**

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;
- as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,



subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

#### H. **BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

#### I. **BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

#### J. **INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:  
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:  
"Incidental medical services" means:
  - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

## COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### 2. Exclusions

This insurance does not apply to:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

#### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that



is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) 50 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

**(6) An aircraft that is:**

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

**q. Unsolicited Communication**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**r. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**s. Asbestos**

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**t. Employment-Related Practices**

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Or Used Prior To Policy Period**

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**f. Breach Of Contract**

"Advertising injury" arising out of a breach of contract.

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Intellectual Property**

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;



(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Unsolicited Communication**

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**q. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**r. Asbestos**

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**s. Employment-Related Practices**

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

**COVERAGE C— MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

#### (1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
  - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
    - (1) 50 feet long or less; and
    - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:
- a. An organization, other than a partnership, joint venture or limited liability company; or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.
- The insurance provided to such premises owner, manager or lessor is subject to the following provisions:
- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  - b. The insurance provided to such premises owner, manager or lessor does not apply to:
    - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
  - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.
- The insurance provided to such equipment lessor is subject to the following provisions:
- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint



venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".  
 For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
      - (iii) An executive officer or director of any other organization; or
      - (iv) A trustee of any trust;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

**4. Other Insurance**

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

**b. Excess Insurance**

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

- (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
- (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
  - (a) Appropriates a person's name, voice, photograph or likeness; or
  - (b) Unreasonably places a person in a false light; or
- (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

- (1) Radio or television programming being transmitted;
- (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
- (3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
  - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.



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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
  - (a) Appropriates a person's name, voice, photograph or likeness; or
  - (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## COMMERCIAL GENERAL LIABILITY

### 21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion J. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

### 22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

### 23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

### 24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
  - (1) Any person or organization, other than you; or
  - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

## **AGREEMENT OF Residential Cross Connection Control Program**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and HydroCorp, LLC a Michigan company, whose address is 5700 Crooks Road, Suite 100, Troy, MI 48098, (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires for the Contractor to provide turnkey services associated with Michigan EGLE (Michigan Department of Environment, Great Lakes, and Energy) requirements for a Cross-Connection Control Program for the City's water system, and in connection therewith has requested proposal for a Residential Cross-Connection Control plan; and

**WHEREAS**, HydroCorp has agreed to provide services to the City of Birmingham as contained in the Statement of Work attached to this contract as Attachment A. This project is a continued effort for an ongoing Cross Connection Control Program and will provide the City of Birmingham with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations; and

**WHEREAS**, once this project has been approved and accepted by the City of Birmingham and has been executed and signed by the Mayor of the City of Birmingham, the City may expect completion of the elements contained in the Statement of Work within a sixty (60) month period; and

**WHEREAS**, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the requested turnkey Cross-Connection Program.

**NOW, THEREFORE**, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

**1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the Contractor's Service Agreement Proposal dated 02/06/2025 for the turnkey service for Residential Cross Connection Program, shall be fully incorporated herein by reference and shall become a part of this Agreement, except those portions stricken in HydroCorp, LLC's Terms and Conditions for Professional Services, and shall be binding upon both parties hereto (attached hereto as Attachment "A") in the event of a conflict in any of the terms of this agreement and the Contractor's Proposal, the terms of this Agreement shall prevail.

**2. TERM:** This Agreement shall have a term of five (5) years from the date stated above. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of reports prepared by the Contractor through such date.

**3. TERMS OF PAYMENT:** The Contractor will invoice monthly for all services. In no event



shall invoices be submitted more than 45 days after completion of services. The City may, at its sole discretion, demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

**4. PERSONNEL:** Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

**5. INSURANCE SUBMISSION REQUIREMENTS:** Contractor must submit proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor's acceptance of the terms of this Agreement.

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

**7. INDEPENDENT CONTRACTOR:** The Contractor and the City agree that Contractor is acting as an independent contractor with respect to the Contractor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

**8. COMPLIANCE WITH LAWS:** Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time

to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

**9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination, Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

**11. STANDARD INSURANCE REQUIREMENTS:**

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

A. Workers' Compensation Insurance:

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

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than 1MM and a 5 MM "In Form"

Umbrella combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

E. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim Contractor will provide services that are customarily subject to this type of coverage.

F. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall

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

**12. WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham  
P.O. Box 3001  
Birmingham, Michigan 48012  
Attn: Scott D. Zielinski, DPS Director

HydroCorp:  
5700 Crooks Rd \_\_\_\_\_  
Ste 100 \_\_\_\_\_  
Troy, MI 48098 \_\_\_\_\_  
Attn: Christopher Spain, CEO \_\_\_\_\_

**13. AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

**14. WAIVER OF BREACH:** No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

**15. COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of the Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

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

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

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

**19. RESPONSE TO REQUESTS FOR PROPOSALS:** The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated February 6<sup>th</sup>, 2025, to the City's Request for Proposal for renewal of contract, (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and Contractor's February 6<sup>th</sup>, 2025 response, the terms of this Agreement shall prevail.

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



**IN WITNESS WHEREOF**, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

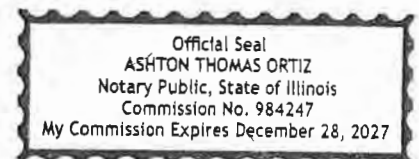
HydroCorp  
By: [Signature]  
Its: CFO

Illinois  
STATE OF ~~MICHIGAN~~ )  
Cook ) ss:  
COUNTY OF ~~OAKLAND~~ )

On this 5th day of June, 2025 before me personally appeared James P. Waggoner, who acknowledged that with authority on behalf of HydroCorp to do so he/she signed this Agreement.

[Signature]  
Cook County, Illinois  
Acting in Cook County, Illinois  
My commission expires: 12/28/2027

Notary Public



**CITY OF BIRMINGHAM:**

By: \_\_\_\_\_  
Therese Longe, Mayor

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

[Signature]  
Jana L. Ecker, City Manager  
(Approved as to substance)

[Signature]  
Scott D. Zielinski, DPS Director  
(Approved as to substance)

[Signature]  
Mary M. Kuzharek, City Attorney  
(Approved as to form)

[Signature]  
Mary J. Chavez, Finance Director  
(Approved as to Financial Obligation)

## Service Agreement

DEVELOPED FOR  
Scott Zielinski, P.E.  
City of Birmingham

151 Martin Street P.O. Box 3001  
Birmingham, MI, 48012

2/7/2025

## KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

### HYDROCORP.

THE SAFE WATER AUTHORITY.

CROSS-CONNECTION  
CONTROL / BACKFLOW  
PREVENTION

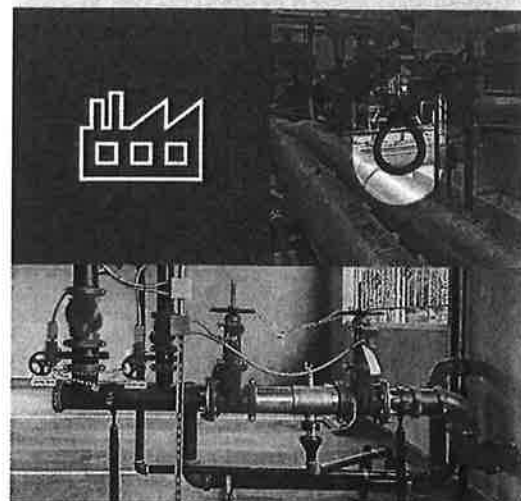
WATER SYSTEM  
SURVEYS / AUDITS

PIPE SYSTEM MAPPING  
AND LABELING

WATER SAMPLING  
AND ANALYSIS / RISK  
ASSESSMENTS

PROGRAM  
AND PROJECT  
MANAGEMENT

COMPLIANCE  
ASSISTANCE /  
DOCUMENTATION



MICHIGAN CORPORATE OFFICE  
5700 Crooks Road, Suite 100  
Troy, MI 48098  
800.690.6651 TOLL FREE  
248.250.5000 PHONE  
248.786.1788 FAX GENERAL  
[info@hydrocorpinc.com](mailto:info@hydrocorpinc.com) EMAIL

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## Statement of Work

HydroCorp™ will provide the following services to the Birmingham, City of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Birmingham, City of with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the Birmingham, City of and HydroCorp, you may expect completion of the following elements within an 60 period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Residential Homes)
- Review/establish procedure for vacant homes.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish procedures including supplemental information/notification that may be requested from these types of homes in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

1.2. Inspections. Company will perform initial inspections, compliance inspections, and re-inspections at individual residential homes within the utility served by the public water supply for cross-connections. Inspections will be conducted of the properties exterior only.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: residential.

1.10. **Inspection Terms.** Company will perform a maximum of 10,200.00 inspections over the Initial Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$63.13. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. **Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division .** Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all residential homes.

1.12. **Policy Manual.** Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.

1.13. **Inventory.** Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. **Data Management.** Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. **Annual Year-End Review.** Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16. **Vacuum Breakers.** HydroCorp will provide up to four (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

| Year                  | Monthly Amount | Annual Amount       |
|-----------------------|----------------|---------------------|
| 1                     | \$9,906.75     | \$118,881.00        |
| 2                     | \$10,303.02    | \$123,636.24        |
| 3                     | \$10,715.14    | \$128,581.69        |
| 4                     | \$11,143.75    | \$133,724.96        |
| 5                     | \$11,589.50    | \$139,073.96        |
| <b>Contract Total</b> |                | <b>\$643,897.84</b> |

Contract Amount is based upon a 60 Months Term and shall renew in 12-month increments after initial term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

#### SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 7/1/2025.

**Birmingham, City of**

**HydroCorp**



By:

By: Paul M. Patterson

Title:

Its: Senior Vice President



**HYDROCORP, LLC**  
**TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

1. **Applicability.** These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the ~~entire~~ agreement between the parties, ~~and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.~~ The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. ~~Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.~~

2. **Performance of Services; Company Obligations.** Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. **Client Obligations.** Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. **Fees and Expenses.** In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this **Section 4** shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30)

days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this **Section 4**. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. **Intellectual Property; Ownership.**

(a) Except as set forth in **Section 5(c)**, Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "**Pre-Existing Materials**" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "**Client Materials**" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

#### **6. Access to Company's Software Data Management Program; Management Reports.**

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED,

STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. **Confidentiality.** From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable

efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. **Indemnification.** Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. **Limited Warranty.**

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt

or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. **Insurance.**

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in

this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

~~14. **Entire Agreement.** This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.~~

15. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude

any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. **Assignment; Successors and Assigns.** Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. **Choice of Law.** This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate

transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.



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## Appendix

### Specific Qualifications & Experience

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2025

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

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

|                                                                                                                              |  |                                                                                                                                                                                                                                                                                                                        |  |
|------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>RBN & Associates, Inc.<br>303 E Wacker Dr<br>Suite 650<br>Chicago IL 60601                                |  | <b>CONTACT NAME:</b> Telisa Gibson<br><b>PHONE (A/C, No, Ext):</b> 312-856-9400<br><b>E-MAIL ADDRESS:</b> tgibson@rbninsurance.com<br><b>FAX (A/C, No):</b> 312-856-9425                                                                                                                                               |  |
| <b>INSURED</b><br>HydroCorp, LLC<br>HydroSoft, LLC<br>Florida HydroCorp, Inc<br>5700 Crooks Road, Suite 100<br>Troy MI 48098 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> The Travelers Indemnity Co.<br><b>INSURER B:</b> Travelers Prop Cas Co of Amer<br><b>INSURER C:</b> Twin City Fire Insurance Co.<br><b>INSURER D:</b> St. Paul Guardian Insurance Company<br><b>INSURER E:</b> Arch Specialty Insurance<br><b>INSURER F:</b> |  |
| HYDRDES-01                                                                                                                   |  | <b>NAIC #</b><br>25658<br>25674<br>29459<br>24775<br>21199                                                                                                                                                                                                                                                             |  |

**COVERAGES****CERTIFICATE NUMBER:** 2137783219**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                            | ADDL SUBR INSD WVD | POLICY NUMBER                              | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS                                                                                                                                                                                                                                             |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------|--------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:   | Y                  | 6602W649777                                | 12/15/2024               | 12/15/2025               | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>\$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| D        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y                  | BA2W651552                                 | 12/15/2024               | 12/15/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                    |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                               |                    | CUP2W652616                                | 12/15/2024               | 12/15/2025               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                       |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                | Y/N<br>N N/A       | UBW651969                                  | 12/15/2024               | 12/15/2025               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                          |
| C<br>E   | Crime<br>Cyber<br>E & O/Pollution Liability                                                                                                                                                                                                                                                                                  |                    | 83KB0486036-24<br>C-4LPY-053219-CYBER-2024 | 12/15/2024<br>12/15/2024 | 12/15/2025<br>12/15/2025 | Limit<br>Limit/Aggregate<br>PLEASE SEE BELOW<br>2,000,000<br>2,000,000<br>FOR LIMITS                                                                                                                                                               |

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

Professional (E & O) & Pollution Liability  
Carrier: Underwriters at Lloyds  
Effective 12/15/2024 Expiration 12/15/2025  
Policy number: ANE1010955.24  
Each Limit: 2,000,000  
Aggregate Limit: 2,000,000

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Birmingham  
P. O. Box 3001  
Birmingham MI 48012

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

|                                  |           |                                                                                                                             |
|----------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------|
| AGENCY<br>RBN & Associates, Inc. |           | NAMED INSURED<br>HydroCorp, LLC<br>HydroSoft, LLC<br>Florida HydroCorp, Inc<br>5700 Crooks Road, Suite 100<br>Troy MI 48098 |
| POLICY NUMBER                    |           |                                                                                                                             |
| CARRIER                          | NAIC CODE | EFFECTIVE DATE:                                                                                                             |

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are listed as additional insured on primary and non-contributory basis with respect to the General Liability and Auto Liability as required by written contract or agreement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.



You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - b. The airbags are not covered under any warranty; and
  - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</p> <p><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</p> <p><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p><b>F.</b> Blanket Additional Insured – Controlling Interest</p> <p><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p><b>J.</b> Incidental Medical Malpractice</p> <p><b>K.</b> Medical Payments – Increased Limit</p> <p><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</p> <p><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p><b>N.</b> Contractual Liability – Railroads</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
- (a) 75 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

**(1) "Bodily injury":**

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**(2) "Personal injury":**

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

**(3) "Property damage" to property:**

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;
- as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,



subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

#### **H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

#### **I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

#### **J. INCIDENTAL MEDICAL MALPRACTICE**

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

## COMMERCIAL GENERAL LIABILITY

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

## COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### 2. Exclusions

This insurance does not apply to:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

#### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that



is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) 50 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

### (6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

### i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

**q. Unsolicited Communication**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**r. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**s. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

## COMMERCIAL GENERAL LIABILITY

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

### t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

## COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### 2. Exclusions

This insurance does not apply to:

#### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Or Used Prior To Policy Period**

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**f. Breach Of Contract**

"Advertising injury" arising out of a breach of contract.

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Intellectual Property**

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;



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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

### k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

### l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

### m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

### n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

### o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

### q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

### r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**s. Employment-Related Practices**

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

**COVERAGE C— MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

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### SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
  - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
    - (1) 50 feet long or less; and
    - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:
- a. An organization, other than a partnership, joint venture or limited liability company; or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  - b. The insurance provided to such premises owner, manager or lessor does not apply to:
    - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
  - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint



venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".  
 For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
  - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
      - (iii) An executive officer or director of any other organization; or
      - (iv) A trustee of any trust;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

**4. Other Insurance**

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

**a. Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

**b. Excess Insurance**

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

- (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
- (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
  - (a) Appropriates a person's name, voice, photograph or likeness; or
  - (b) Unreasonably places a person in a false light; or
- (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or

- b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

- (1) Radio or television programming being transmitted;
- (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
- (3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
  - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.



## COMMERCIAL GENERAL LIABILITY

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - While it is in or on an aircraft, watercraft or "auto"; or
  - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
  - (a) Appropriates a person's name, voice, photograph or likeness; or
  - (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## COMMERCIAL GENERAL LIABILITY

### 21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion J. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

### 22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

### 23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

### 24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
  - (1) Any person or organization, other than you; or
  - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

- a. Means:
  - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

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## FromClerksOffice- Downtown carnivals.

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**susan+** <dogdayproducer@gmail.com>  
To: clerksoffice@bhamgov.org

Thu, Jun 5, 2025 at 8:32 AM

Dear Clerk/Official,

I write to you today as a concerned resident of Birmingham, compelled by a vision for the future of our downtown square as a space of tranquility, accessibility, and cultural refinement. It is in response to the fight that ensued on May 30th.

While carnivals have long been a source of entertainment, joy, and shared memories, I believe hosting them in our downtown square undermines the greater potential this historic location holds.

The downtown square is a central hub for the city, serving residents and visitors alike by offering easy access to businesses, public services, and cultural landmarks. However, the hosting of carnivals often results in extensive street closures, logistical disruptions, and of course, the likelihood of loitering and raucous behavior.

My plea is not to diminish the joy and communal spirit that carnivals bring, but to encourage their relocation to a setting that does not conflict with the many other roles the downtown square fulfills. Let us preserve this cherished space as one of openness, beauty, and cultural significance—a place that continues to represent the heart of Birmingham.

I thank you for considering this appeal and invite you to engage with residents and business owners on this matter, ensuring that the decisions made reflect the broader interests of our community. Together, we can strike a balance that honors both tradition and progress.

best,  
susan+  
resident of Poppleton Park & downtown frequenter

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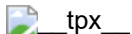


### Susan Scarlet

248.259.8863 (m) | DOGDAYPRODUCER, LLC  
dogdayproducer@gmail.com



Create your own [email signature](#)





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## Please stop the Fair

1 message

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**Doug Weaver** <dougweaver001@gmail.com>

Thu, Jun 5, 2025 at 10:57 AM

To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>

The fair currently attracts far more young adults, many if not most of whom are not Birmingham residents than it does our own young children. By approving this venture, the city is further contributing to downtown violence, unruly driving, drinking and littering our downtown community. Townsend and other streets are littered with bottles and cans and food containers every year during this event.

The event is not focused on children; it appears to be more a big party for unruly non-resident adolescents. It is time that the city take action and change the current image as being the party place city where just about anything goes Thursday-Saturday night. The fair is the yearly epitome of this message.

I would ask that the Commission to either move the fair outside of downtown or to terminate this event.

W Douglas Weaver  
[474 Townsend St](#)  
[Birmingham, Mi 48009](#)

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## Cost assessment for resurfacing of Arlington/Shirley.

1 message

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'bconnolly1@aol.com' via City Commission <city-commission@bhamgov.org>

Fri, Jun 6, 2025 at 12:42 PM

Reply-To: "bconnolly1@aol.com" <bconnolly1@aol.com>

To: City Commission <city-commission@bhamgov.org>

Dear Commissioners

I note from the minutes of the May 5th Commission meeting that a motion was passed to reduce the cost for the forthcoming Wimbelton resurfacing to a 50/50 rather than an 85/15 split between the residents and the city. I would like to request that you apply the same split calculation to the forthcoming cost assessment for the Arlington/ Shirley resurfacing. It would seem that the streets are broadly similar and that it only be equitable to treat them equally in this respect.

I have lived on Arlington for the past 44 years. During the process leading up to the recent resurfacing of our street I appreciated your careful consideration of the issues raised by the residents and I would also appreciate your consideration of this matter too.

Thank you -

Brian Connolly MD

843 Arlington. Birmingham.

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To view this discussion visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/1102801376.410388.1749228173489%40mail.yahoo.com>.



Jana Ecker &lt;jecker@bhamgov.org&gt;

## Petitions from Arlington & Shirley Street Property Owners

1 message

**jmirro@intromarketing.com** <jmirro@intromarketing.com>

Tue, Jun 17, 2025 at 2:52 PM

To: tlonge@bhamgov.org, ahaig@bhamgov.org, along@bhamgov.org, bhost@bhamgov.org, cballer@bhamgov.org, jemerine@bhamgov.org, kshafer@bhamgov.com

Cc: jecker@bhamgov.org, mcoatta@bhamgov.org, rkearney@bhamgov.org, szelinski@bhamgov.org

Dear Commissioners,

Thank you for the opportunity to provide our viewpoints on 3 issues being discussed at recent Commission Meetings over the past two months. In response to the request for feedback on these issues, a number of property owners on Arlington and Shirley Streets signed the following 3 petitions.

Petition Against Paint Striping Our Streets: It is our understanding that the Multi-Modal Board suggested paint striping as a means of reducing vehicle travel over the posted speed limit on our two streets and asked that the property owners' opinions be sought before further discussion. For the 7 reasons shown on the first attachment, 38 property owners are asking that no paint-striping occur on Arlington/Shirley Streets and that current public safety methods be continued to enforce the speed limit.

Petition for a Tree Preservation Committee: Many property owners in the City are concerned about the large number of trees in the City ROW being removed rather than pruned. Because of this concern, the 24 property owners on Arlington and Shirley Streets shown on the 2nd attachment are supporting the Lakeview Street initiative to establish a Citizens' Advisory Committee for Tree Preservation.

Petition Not To Demolish the YMCA: It is our understanding that plans for demolishing the YMCA structure and building a new one has been placed on "pause" at a recent Commission Meeting, but have not been totally abandoned. For the 3 reasons shown on the 3<sup>rd</sup> Attachment, 24 property owners on Arlington and Shirley Streets petition the City not to demolish the YMCA Building. This petition represents the views of those who actually use the existing structure and those who do not.

Summary: The signers of these 3 petitions request that the Commissioners thoughtfully consider the reasons provided and to concur in the wishes of these constituents at a future Commission Meeting in the event that any one of these 3 issues are discussed or voted upon. Thank you.

Respectfully Submitted,

Jim Mirro

737 Arlington

Resident Agent, Save Our Streets & Trees

A Michigan Nonprofit Foundation

10C

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**3 attachments**



**Arlington-Shirley Petition for No Paint Striping..pdf**

1340K



**Arlington-Shirley Petition for Tree Advisory Committee..pdf**

1046K



**Arlington-Shirley Petition Not to Demolish the YMCA Bldg..pdf**

1080K



Petition Not To Demolish the YMCA Building

We, the undersigned, petition the City of Birmingham not to demolish the YMCA building and not to request a \$36 million bond issue (\$50+ million with interest over 20-25 years) to fund a replacement facility for these reasons: 1) This is not the plan the City proposed when it purchased the property in mid-2023 for \$2 million, nor the intent of the .33 millage voters approved in 11/23 to make modest upgrades to the facility, 2) Loss of facility usage during demolition/reconstruction will be a hardship for current users, most of whom are totally satisfied with the facility or would not have renewed their membership, 3) A tax increase of thousands of dollars per year for the City's larger homes to fund the proposed bond issue (principal & interest) does not make sense when other necessities like street repairs are a greater priority and most taxpayers will never use the new facility.

| Signature                | Address          | Date    |
|--------------------------|------------------|---------|
| <i>James Murray</i>      | 737 Arlington    | 5-3-25  |
| <i>Murray</i>            | 737 Arlington    | 5/3/25  |
| <i>[Signature]</i>       | 427 Arlington    | 5/3/25  |
| <i>Sumi Bunn</i>         | 811 Shirley      | 5-3-25  |
| <i>Jeffrey L. Ruiz</i>   | 924 Arlington    | 5-3-25  |
| <i>Valeri Turip</i>      | 924 Arlington    | 5-3-25  |
| <i>Quana Parker</i>      | 280 ARLINGTON    | 5/5/25  |
| <i>[Signature]</i>       | 503 Harrison     | 5/17/25 |
| <i>[Signature]</i>       | 505 Harrison     | 5/17/25 |
| <i>[Signature]</i>       | 288 Shirley      | 5/17/25 |
| <i>[Signature]</i>       | 288 Shirley      | 5/17/25 |
| <i>E. L. Baughman</i>    | 117 ARLINGTON    | 5/18/25 |
| <i>[Signature]</i>       | 280 Arlington    | 5/18/25 |
| <i>C. M. [Signature]</i> | 361 Shirley      | 5/18/25 |
| <i>[Signature]</i>       | 381 SHIRLEY RD.  | 5/18/25 |
| <i>[Signature]</i>       | 381 Shirley Rd   | 5/18/25 |
| <i>John Schuy</i>        | 760 Arlington St | 5/18/25 |



Petition Not To Demolish the YMCA Building

We, the undersigned, petition the City of Birmingham not to demolish the YMCA building and not to request a \$36 million bond issue (\$50+ million with interest over 20-25 years) to fund a replacement facility for these reasons: 1) This is not the plan the City proposed when it purchased the property in mid-2023 for \$2 million, nor the intent of the .33 millage voters approved in 11/23 to make modest upgrades to the facility, 2) Loss of facility usage during demolition/reconstruction will be a hardship for current users, most of whom are totally satisfied with the facility or would not have renewed their membership, 3) A tax increase of thousands of dollars per year for the City's larger homes to fund the proposed bond issue (principal & interest) does not make sense when other necessities like street repairs are a greater priority and most taxpayers will never use the new facility.

| Signature              | Address                  | Date              |
|------------------------|--------------------------|-------------------|
| <u>Mike Mowbray</u>    | <u>377 ARLINGTON ST.</u> | <u>5/10/2025</u>  |
| <u>Pam Murrell</u>     | <u>377 ARLINGTON ST.</u> | <u>5/10/2025</u>  |
| <u>J. H. H. H.</u>     | <u>735 Shirley Rd</u>    | <u>5/31/2025</u>  |
| <u>D. Alden</u>        | <u>735 Shirley Rd</u>    | <u>5/31/2025</u>  |
| <u>G. Sa. H. H.</u>    | <u>188 Shirley Rd</u>    | <u>6/1/25</u>     |
| <u>Ann M. H.</u>       | <u>730 ARLINGTON</u>     | <u>06/06/2025</u> |
| <u>Robert W. Myers</u> | <u>730 Arlington</u>     | <u>6/6/2025</u>   |
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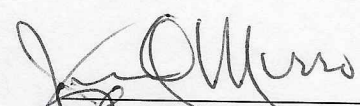
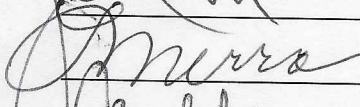
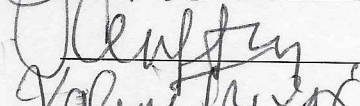
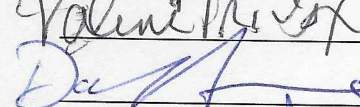
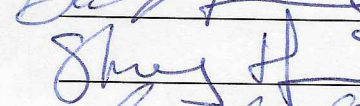
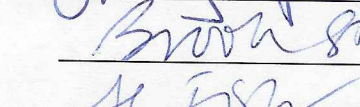
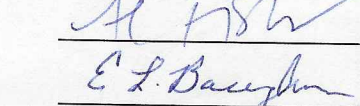
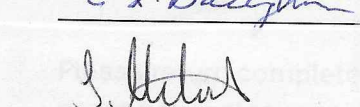
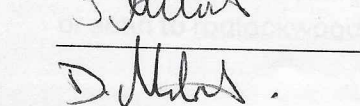
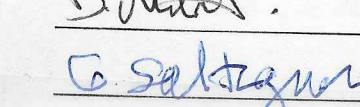
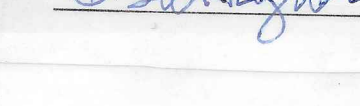
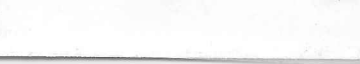
## Petition for the Establishment of a Citizens' Advisory Committee for Tree Preservation

We, the undersigned residents of Birmingham, Michigan hereby petition the City Commission to establish an ad hoc Citizens' Advisory Committee for Tree Preservation. This Committee will facilitate direct citizen input and enhance transparency, ensuring community interests are represented in decision-making processes.

We respectfully request that this Advisory Committee:

1. Consist of three independent representatives with specific expertise in forestry practices, procurement and risk management, plus two at-large citizen representatives with an interest in street aesthetics.
2. Regularly consult with residents regarding tree preservation and aesthetics.
3. Provide recommendations and feedback to local officials.

By signing below, we express our support for greater community engagement and improved local governance through the creation of this Citizens Advisory Committee on Tree Preservation.

| Signature                                                                           | Address        | Date      |
|-------------------------------------------------------------------------------------|----------------|-----------|
|  | 737 Arlington  | 5/17/25   |
|  | 737 Arlington  | 5/17/25   |
|  | 924 N. Norton  | 5/17/25   |
|  | 924 Arlington  | 5/17/25   |
|  | 503 ARLINGTON  | 5/17/25   |
|  | 503 ARLINGTON  | 5/17/25   |
|  | 288 Sherry     | 5/17/25   |
|  | 288 Sherry     | 5/17/25   |
|  | 197 ARLINGTON  | 5/18/25   |
|  | 735 Shirley Rd | 5/31/2025 |
|  | 735 Shirley Rd | 5/31/2025 |
|  | 188 Shirley Rd | 6/1/25    |



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| Signature       | Address           | Date       |
|-----------------|-------------------|------------|
| SUMAN SARKAR    | 280 ARLINGTON ST  | 05/18/2025 |
| Niharika Rander | 280 Arlington St  | 05/18/2025 |
| H. Mufred       | 361 Shirley       | 5/20/2025  |
| P. Mufred       | 361 Shirley       | 5/18/25    |
| A. Mufred       | 268 Shirley       | 5/18/25    |
| (Signature)     | 381 SHIRLEY RD.   | 5/18/25    |
| (Signature)     | 381 Shirley Rd    | 5/18/25    |
| (Signature)     | 700 Arlington St  | 5/18/25    |
| M. Mufred       | 377 ARLINGTON ST. | 5/18/25    |
| M. Mufred       | 377 ARLINGTON ST. | 5/18/2025  |
| (Signature)     | 730 ARLINGTON     | 06/06/2025 |
| Robert W Myers  | 730 Arlington     | 6/6/2025   |



## NO PAINT-STRIPING PETITION

We, the undersigned, petition the City of Birmingham not to paint stripe Arlington/Shirley Streets to narrow vehicle travel lanes to 20' for the these reasons: 1) It is counter to the 2-5-24 Commission agreement that these streets be returned to their pre-construction 33' width & appearance; 2) It will create a false sense of security for pedestrians that will actually increase the risk of an accident, 3) The expected 1 to 3 mph average speed reduction will not eliminate the high speed driver event, 4) It will divert attention from police surveillance of vehicle speeds--the only dependable source of enforcement, 5) It will not provide the expected 6 ½' of walking space on each side of the street due to the number of service/construction vehicles there each day, 6) It could ultimately lead to future restrictions on property owner use of this space for leaf collection and parking to guarantee full-time use by walkers & bicyclists, 7) There has never been a pedestrian/car accident on these streets in the past 100 years.

| Signature       | Address           | Date     |
|-----------------|-------------------|----------|
|                 | 737 Arlington     | 5-3-25   |
|                 | 737 Arlington     | 5/3/25   |
|                 | 427 Arlington     | 5/3/25   |
| STUART BROWN    | 611 Shirley       | 5-3-25   |
| CRAIG MITCHELL  | 361 Shirley Rd    | 5/3/25   |
| LEONDO          | 776 Arlington Rd  | 5/3/25   |
| Mary P Scott    | 776 Arlington Rd  | 5-3-25   |
| Geoffrey Thinks | 924 Arlington     | 5-3-25   |
| Valerie Jones   | 924 Arlington     | 5-3-25   |
|                 | 218 Arlington     | 5-3-25   |
| Mary Connolly   | 843 Arlington     | 5-3-25   |
| Judy Baller     | 822 Shirley Rd    | 5-6-25   |
|                 | 345 Shirley       | 5-6-25   |
|                 | 503 ARLINGTON     | 5/17/25  |
|                 | 503 ARLINGTON     | 5/17/25  |
|                 | 511 ARLINGTON     | 5/17/25  |
|                 | 288 Shirley       | 5/17/25  |
|                 | 288 Shirley       | 5/17/25  |
| Robert W. Myers | 730 10C Arlington | 6/6/2025 |



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| Signature      | Address           | Date       |
|----------------|-------------------|------------|
| E. L. Baughman | 117 ARLINGTON Blm | 5/18/25    |
| Red W          | 243 ARLINGTON ST  | 18-MAY-25  |
| John Drake     | 243 Arlington St  | 5-18-25    |
| Melford        | 361 Shirley       | 5-18/25    |
| C. M. D. R.    | 361 Shirley       | 5/18/25    |
|                | 248 Shirley       | 5/18/25    |
|                | 300 Shirley       | 5/18/25    |
|                | 381 Shirley       | 5/18/25    |
|                | 381 SHIRLEY RD.   | 5/18/25    |
| John Schuy     | 760 Arlington St  | 5/18/25    |
|                | 640 Shirley       | 5/18/25    |
|                | 640 Shirley       | 5/18/25    |
| Mike Menelt    | 377 Arlington St. | 5/19/25    |
| PAM Menelt     | 377 ARLINGTON St. | 5/18/25    |
| J. Aldred      | 735 Shirley Rd    | 5/31/25    |
| D. Aldred      | 735 Shirley Rd    | 5/31/25    |
| A. R.          | 175 Arlington St  | 6/1/25     |
|                | 175 Arlington St. | 6/1/25     |
| Hair M. C.     | 730 ARLINGTON     | 06/06/2025 |





## MEMORANDUM

Parking System

**DATE:** June 17, 2025

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

**FROM:** Aaron Ford, Parking Systems Manager

**SUBJECT:** Staff Report - Change Order – Chester Garage Accent Paint

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The purpose of this memo is to provide a response to the City Commission's request for information regarding the addendum to the contract with RAM Construction, Inc. for the 2024 Chester Garage Repair Project that was approved at the June 9, 2025 City Commission meeting.

RAM Construction provided a proposal for the painting of green accent paint as outlined by BCT Design Group at the Chester Garage. The City Commission questioned the warranty on the paint and which services were included in the \$10,000 mobilization fee.

Seaway Painting, the painting subcontractor confirmed there is a seven-year manufacturer's warranty on the paint. The warranty covers premature coating and is conditional. The warranty does not cover water penetration from above or impact damage.

The mobilization fee covers all equipment, measuring, taping, and markings of necessary areas. The original scope of work consisted of ultra-white paint on all columns, walls, beams, and ceilings only requiring minimal taping of select areas and was easy to perform as levels of the garage are closed making it easy to spray and is very efficient. The proposed green accent paint includes many radii, two different tones of green paint that requires a lot of taping and extensive cutting-in. The three stairwells require hand painting and taping off windows in the glass atriums that requires more preliminary work.



## **STAFF REPORT**

Legal Department

**DATE:** June 17, 2025  
**TO:** Jana Ecker, City Manager  
**FROM:** Mary M. Kucharek, City Attorney  
**SUBJECT:** Complex Public/Private Partnerships

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The City Attorney's office has been approached by a developer who has expressed interest in developing a very complex public/private partnership on City property. The issue I present, without the liberty of discussing actual details, is a broad overview question. That question is, what is the City's appetite and interest in embarking in complex public/private partnerships in general?

Public/private partnerships can be advantageous to the City in that they can offer the opportunity for development on public property with financial advantages for the City.

Public/private partnerships initiatives will involve exploring the types of partnerships the City may be interested in. Based upon the types of interest, discussions can be led by the City Manager's office. Once the interest and type of developments are determined, it will be necessary to issue, at the minimum, Requests for Qualifications, and then ultimately, Request for Proposals for such development and partnerships.

While certain developers may approach the City with their own ideas, because it involves public property and public financing, the competitive bidding process is necessary. That process may discourage some developers as they would not want their ideas to be public until they felt they had an agreement with the City for development. However, after extensive research, the City Attorney's office advises that the competitive bidding process is required.

The City Attorney's office is suggesting that there be a broad general discussion with the City Manager's office and the City Commission determining the City's position on such activities, and based upon that conversation, the next steps, if any, will be apparent.

Department of Public  
Services

Presented by: Scott Zielinski

Date: June 23, 2025

# Pumphouse and West Lincoln Well Park Playgrounds



# Background

- Parks and Recreation Bond-Citywide Playground Improvements Priority Project
- Booth Park delay due to \$400,000 MDNR Trust Fund Grant
- Moved up Pumphouse Park, West Lincoln Well & Park Playground Improvements to fiscal year 24-25
- March 2025 – Playground Services Award- Penchura, LLC.
- April 2025 – Playground Planning Sessions held- neighborhood association presidents contacted
- May 2025 – Public Input Session- Parks & Recreation Board Meeting
- May 2025 – Engage Birmingham Survey
- June 2025 – Parks & Recreation Board Meeting
  - Presented options for both parks - recommendation to proceed with purchase
  - Asked for formal recommendation on “Naming of the parks” – for both Pumphouse Park & Lincoln Well Park

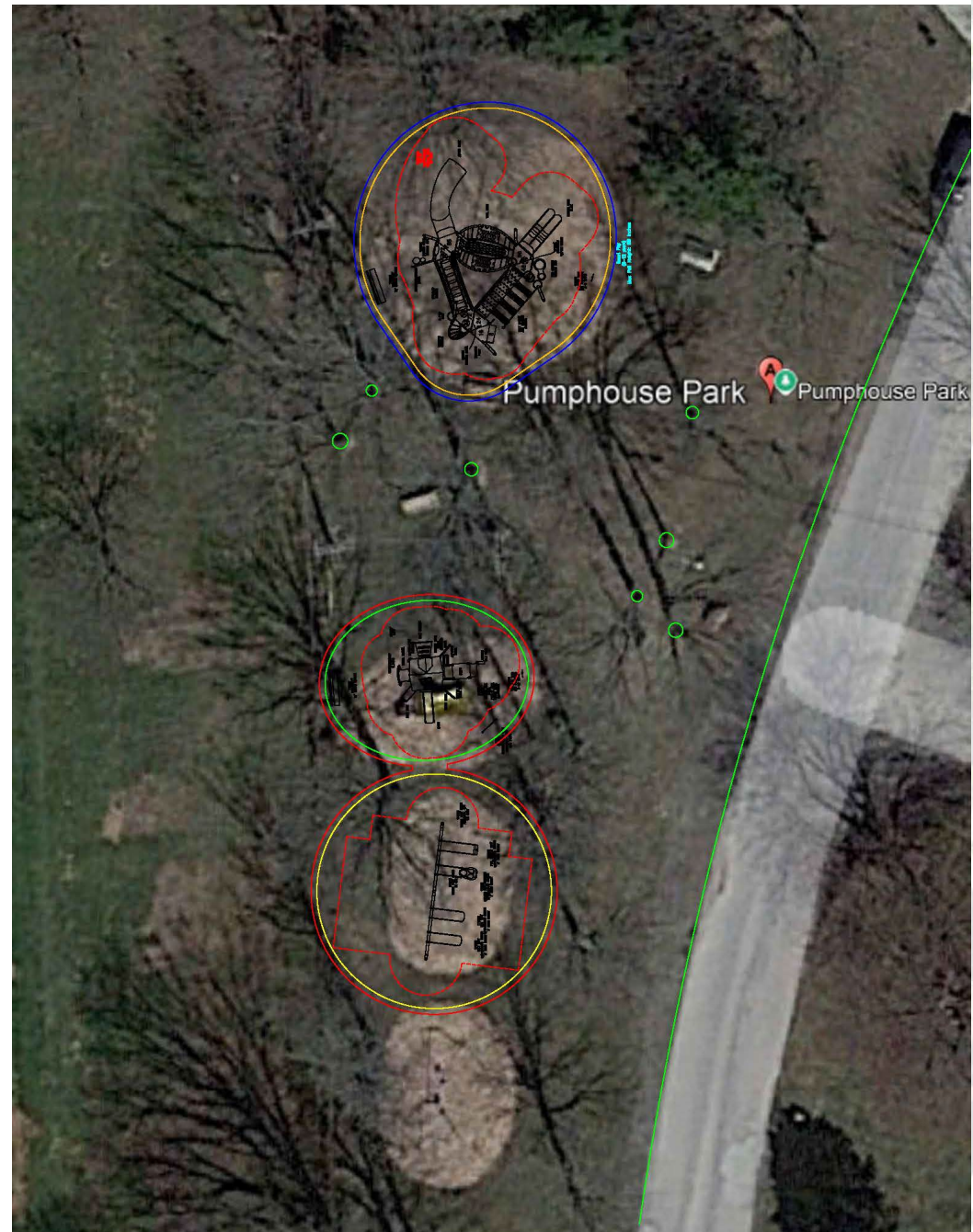


# Summary of Feedback Received

- Survey top ranking playground features (both parks)- climbing, swings, slides
- Provide accessible equipment & surfacing
- More swings
- No sandbox (Lincoln Well)
- Keep sandbox (Lincoln Well)
- Provide equipment for all ages (2-5 yr olds & 5-12 yr olds)
- 2-5 year old equipment unnecessary
- 5-12 year old equipment unnecessary (staff & playground consultant recommendation- provide both)
- More moving equipment (e.g., spinners, spring rockers)
- Provide plenty of seating
- Provide plenty of shade



# Pumphouse Park







# Pumphouse Park





# Pumphouse Park





# Pumphouse Park



landscape  
structures

Pump House Park

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Penchura

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# Pumphouse Park





# Pumphouse Park





# Pumphouse Park



landscape  
structures

Pump House Park

Penchura

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# Pumphouse Park



landscape  
structures

Pump House Park

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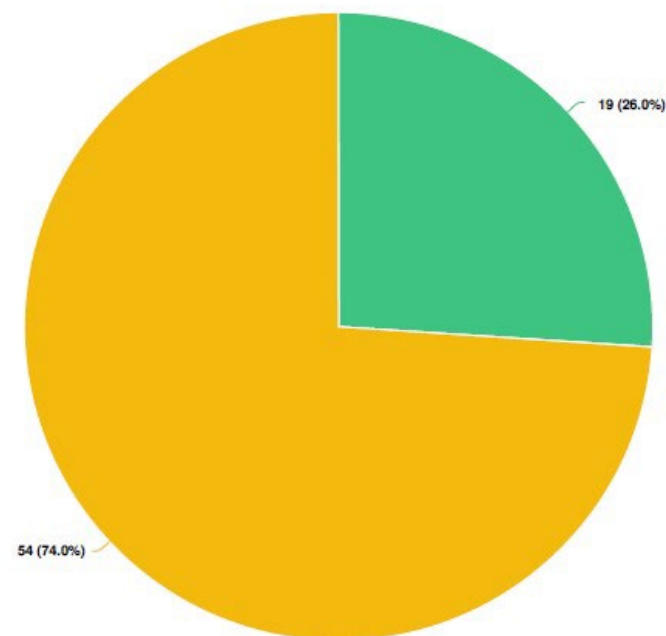
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# Pumphouse Park renaming results

Pumphouse Park Playground Survey : Survey Report for 09 May 2025 to 27 May 2025

Q12 Do you think Pumphouse Park should be renamed?



Question options

Yes No

Optional question (73 response(s), 2 skipped)  
Question type: Radio Button Question





# West Lincoln Well & Park





# West Lincoln Well & Park



West Lincoln Well & Park  
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# West Lincoln Well & Park





# West Lincoln Well & Park





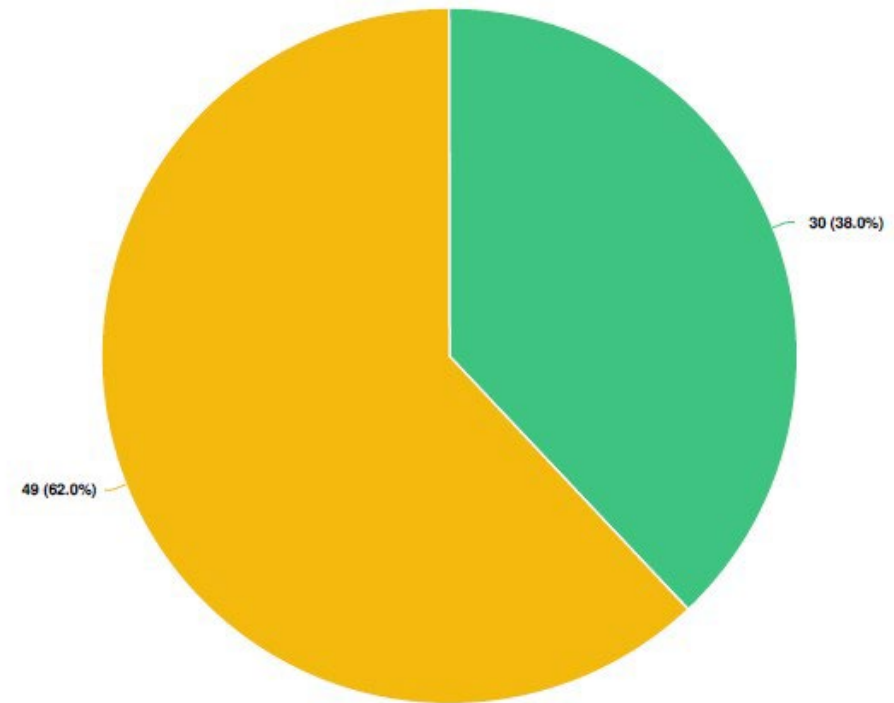
# West Lincoln Well & Park

Lincoln Wells Park Site



# W. Lincoln Well & Park renaming results

Q12 Do you think West Lincoln Well and Park should be renamed?



Question options  
Yes No

# Recommendation on naming of the parks:

- Keep Pumphouse Park
- Remove “Well” from West Lincoln Well & Park  
=West Lincoln Park





## Inclusivity- Park System Wide

- Space for rest/benches/shade
- Variety of equipment
- Walking paths
- Parking
- Drinking Fountains
- Restrooms



# Sustainability- Park System Wide

- Recycling
- Environmental Preservation-promote & install native plantings
- Plant more trees
- Convert turf
- Rain gardens





# QUESTIONS?

