

**BIRMINGHAM CITY COMMISSION AGENDA
REGULAR MEETING
JULY 14, 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

- Proclamation recognizing July as Parks and Recreation Month

APPOINTMENTS

- A. Multi-Modal Transportation Board
1. Josh Dobrowitsky

To appoint _____ as a regular member to the Multi-Modal Transportation Board to serve a three-year term to expire March 24, 2028.

- B. Ethics Board
1. Isabella Mikhail

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

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

V. CONSENT AGENDA

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

- A. Resolution to approve the Joint City Commission and Planning Board meeting minutes of June 16, 2025.
- B. Resolution to approve the City Commission regular meeting minutes of June 23, 2025.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 26, 2025 in the amount of \$870,614.98.

- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 3, 2025 in the amount of \$1,072,422.16.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 9, 2025 in the amount of \$1,219,568.74.
- F. Resolution to approve a special event permit as requested by the Piety Hill Chapter, NSDAR to hold the Veterans Day 2025 Annual Wreath-Laying Ceremony on November 11, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.
- G. Resolution to set a public hearing date of August 11, 2025 to consider ordinance amendments to Article 4, Section 4.30, Open Space Standards, to add Additional Open Space Standards for single-family residential zoned properties, Article 4, Section 4.31, Open Space Standards, to modify the Paved Surface Limitations in the R1, R1A, R2 and R3 Zoning Districts, and Article 9, Section 9.02, Definitions, to modify the definition for Impervious Surface.
- H. Resolution to approve the purchase of a John Deere Backhoe 320P, located at 56555 Pontiac Trail, New Hudson, MI 48165, per the State of Michigan MiDeal contract #240000000158, in an amount not to exceed \$149,617.61, upon the completion of a signed contract by AIS Construction Equipment Corp & John Deere. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2025-2026 Auto Equipment Fund account #661.0-441.006.971.0100.
- I. Resolution to approve the purchase of a 2025 street sweeper from Bell Equipment Company, located at 78 Northpointe Drive, Lake Orion, MI 48359, through the MiDeal Contract #071B7700091, in an amount not to exceed \$302,500.00, upon the completion of signed contract by Bell Equipment. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2025-2026 Auto Equipment Fund account #661.0-441.006.971.0100.
- J. Resolution to replace the two-way yield control for east and west traffic at the intersection of Cummings Ave. & Davis Ave. with two-way stop control, as recommended by the Multi-Modal Transportation Board.
- K. Resolution to approve a one-year extension to the Construction Staging Area and Construction Coordination Agreement with Markus Management Group, LLC and The Alan Group for the coordination of construction activities related to 479 S. Old Woodward on Hazel Street and S. Old Woodward and authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.
- L. Resolution to approve the purchase of 6 vehicles totaling \$304,503.00; specifically (2) 2025 Jeep Wrangler 4-door Sport Right Hand Drive for \$50,013.00 each, the total amount not to exceed \$100,026.00 from LaFontaine CDJR located at 6131 S. Pennsylvania Ave, Lansing MI 48911 through the State of Michigan Contract# MA 240000001206,

AND

To approve the purchase of (1) 2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 5 1/2' Box for \$57,246.00, (1) 2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 6 1/2' Box for \$57,896.00, (1) 2026 Ford F250 Super Cab 4x4 XL Pickup 6 ½' Box for \$52,977.00, and (1) 2026 Ford Escape ST-Line Hybrid All-Wheel Drive for \$36,358.00, the total amount not to exceed \$204,477.00 from Lunghamer Ford of Owosso, LLC located at 1960 E Main St Owosso, MI 48867, through the State of Michigan Contact# MA 240000001208,

AND

In addition, to authorize the Mayor and City Clerk to sign the agreements with LaFontaine CDJR and Lunghamer Ford, on behalf of the City. Funds for these purchases are available in the FY 2025-2026 Auto Equipment Fund account #661.0-441.006.971.0100.

VI. CITY MANAGER'S REPORT

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

None.

VII. UNFINISHED BUSINESS

None.

VIII. NEW BUSINESS

A. Public Hearing - 479 S. Old Woodward – Birmingham Tower – Special Land Use Permit, Final Site Plan & Design Review (REQUEST TO POSTPONE)

1. Resolution to postpone the Special Land Use Permit and Final Site Plan & Design Review application for 479 S. Old Woodward, to permit 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 to a date certain of August 11, 2025.

B. Resolution to award the Willits & Bates Paving Project #8-25(P) to Al's Asphalt Paving Co. in the amount of \$1,020,795.50 plus a 10% construction contingency for a total of \$1,122,875.06. 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 Al's Asphalt Paving Co.

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Major Street Fund	202.0-449.001-981.0100	\$667,770.06	\$66,777.01	\$734,547.07
Sewer Fund	590.0-537.000-981.0100	\$154,019.98	\$15,402.00	\$169,421.98
Water Fund	591.0-544.000-981.0100	\$199,005.46	\$19,900.55	\$218,906.01
Total Construction Costs		\$1,020,795.50	\$102,079.56	\$1,122,875.06

AND

To approve the appropriation and amendment of the fiscal year 2025/2026 budget as follows:

Major Street Fund:

Revenues:		
202.0-000.000-400.0000	Draw from Fund Balance	\$661,190
202.0-000.000-583.0005	Local Contributions	<u>\$ 73,358</u>
Total Revenue		<u>\$734,548</u>
Expenditures:		
202.0-449.001-981.0100	Public Improvement	<u>\$734,548</u>
Total Expenses		<u>\$734,548</u>

Sewer Fund:

Revenues:		
590.0-000.000-400.0000	Draw from Net Position	<u>\$169,430</u>
Total Revenue		<u>\$169,430</u>
Expenditures:		
590.0-537.000-981.0100	Public Improvements	<u>\$169,430</u>
Total Expenses		<u>\$169,430</u>

Water Fund:

Revenues:		
591.0-000.000-400.0000	Draw from Net Position	<u>\$218,910</u>
Total Revenue		<u>\$218,910</u>
Expenditures:		
591.0-544.000-981.0100	Public Improvement	<u>\$218,910</u>
Total Expenses		<u>\$218,910</u>

- C. 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.
- D. Commission discussion on items from a prior meeting.
 - 1. Tree Related Communications
 - 2. Landscaper's Code of Conduct

IX. REMOVED FROM CONSENT AGENDA
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X. COMMUNICATIONS

- A. Communication regarding Wimbledon cape seal
- B. Communication regarding the naming of parks
- C. Communication regarding a community survey
- D. Communication regarding parking
- E. Communication regarding tree preservation

XI. REPORTS

- A. Commissioner Reports
 - 1. Notice of intention to appoint to the Advisory Parking Committee
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Parking Validation Program
 - 2. Dumpster Report

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).



***PROCLAMATION
Designation of July as Parks and Recreation
Month***

- WHEREAS,* Parks and recreation are an integral part of communities throughout this country, including Birmingham, MI; and
- WHEREAS,* Parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and
- WHEREAS,* Parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and
- WHEREAS,* Parks and recreation encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and
- WHEREAS,* Parks and recreation are essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and
- WHEREAS,* Parks and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and
- WHEREAS,* Parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- WHEREAS,* Parks and recreation are fundamental to the environmental well-being of our community; and
- WHEREAS,* Our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and
- WHEREAS,* The U.S. House of Representatives has designated July as Parks and Recreation Month; and
- WHEREAS,* Birmingham recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, be it resolved with this official proclamation that I, Therese Longe, Mayor of the City of Birmingham, on behalf of the City Commission and citizens of Birmingham, that July is recognized as Parks and Recreation month in the City of Birmingham, Michigan.

On behalf of the City Commission and the residents
of Birmingham on this 14th day of July, 2025.

Mayor Therese Longe



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

At the regular meeting of Monday, July 14, 2025, the Birmingham City Commission intends to appoint one regular member to the Multi-Modal Transportation Board with urban planning, architecture, or design education/experience to serve a three-year term to expire March 24, 2028, and two alternate members with terms expiring October 27, 2028.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, July 9, 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 purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the City and to advise the City Commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

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

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	The seven-member board shall be composed of the following: • one pedestrian advocate member • one member with a mobility or vision impairment • one member with traffic-focused education and/or experience • one bicycle advocate member • one member with urban planning, architecture or design education and/or experience • two members at large living in different geographical areas of the City.
Josh Dobrowitsky	17-year resident who works as a patent strategist with a degree from University of Michigan in Law and Aerospace Engineering.

SUGGESTED ACTION:

To appoint _____ as a regular member to the Multi-Modal Transportation Board to serve a three-year term to expire March 24, 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 <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#69]

1 message

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

Mon, Jun 9, 2025 at 9:37 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Multi-Modal Transportation Board
Specific Category/Vacancy on Board (see below)	Vacant, Alternate Member, term ending 10/27/202
Name	Josh Dobrowitsky
Residential Address	 826 Shepardbush St. Birmingham, Michigan 48009 United States
Business Address	 501 East Las Olas Blvd. Suite 200 Fort Lauderdale, Florida 33301 United States
Phone Number *	(248) 514-7311
Email	JOSHD247@GMAIL.COM
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	17 YEARS, 4 MONTHS
Occupation	PATENT STRATEGIST

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

I appreciate the opportunity to be considered for the Multi-Modal Transportation Board. As a property owner in the city and a parent of three boys who drive, bike, skateboard, walk, and run throughout Birmingham, I have a personal and vested interest in creating a safe, efficient, and accessible transportation network for everyone. My background in aerospace engineering equips me with strong problem-solving skills and a deep understanding of complex systems, which I believe can aid in planning and reviewing transportation projects. Additionally, my law degree and experience as a registered patent attorney have equipped me to carefully manage complex projects involving dozens of team members, vast amounts of data, and multiple opinions. In one example, we have assembled a large patent portfolio on the newest technology for transportation, last-mile systems, charging networks and municipal "smart city" cognitive systems. On top of that, having a truck driver's license gives me practical insight into the challenges faced by drivers on our streets. I'm eager to bring this diverse perspective to the Board and work collaboratively to support the City's Multi-Modal Transportation Plan. Thank you for considering my application—I look forward to the possibility of contributing to our community's future.

List your related employment experience

SVP of an IP Strategy firm with a 30+ team that manages over \$80M of investment and that designs and builds category-controlling intellectual property portfolios in high-tech areas of the economy. Previously, a partner at Harness, Dickey and Pierce, Troy, MI. Prior to obtaining my law degree, I was an Aerospace Engineer for the Boeing Company in Seattle, WA. I also maintain a commercial driver's license that I obtained while driving the campus bus while attending engineering and law school in Ann Arbor.

List your related community activities	Mentor for Engineering Students through the University of Michigan, Ann Arbor, MI Pro-Bono attorney work for Haven Shelter, Pontiac, MI Selection Advisory Council for GreenLight Detroit
List your related educational experience	Registered United States Patent Attorney with the United States Patent and Trademark Office Member of Michigan State and Federal Bars Graduate of the University of Michigan, Law and Aerospace Engineering Michigan Commercial Drivers License - Class B, with passenger endorsement and qualified to operate air brakes
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?	No
Are you an elector (registered voter) in the City of Birmingham? *	Yes



MULTI-MODAL TRANSPORTATION BOARD

Chapter 110, Sections 110-26 & 110-27

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

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

Term: Three years.

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

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Hillberg 1853 Fairview Birmingham	Patrick 48009	(248)797-1804 <i>patrick_hillberg@hotmail.com</i>	10/24/2022 Regular Member	3/24/2027
Hocker 898 Pilgrim Birmingham	David 48009	(313) 917-4718 <i>dhocker@globalfacilitiesinc.com</i>	Regular member at large/plan experience	3/24/2028
Koul 662 Purdy #103 Birmingham	Z. Rosie 48009	(248) 420-0906 <i>zrosiekoul@att.net</i>	Regular member-at-large from different geographical areas of the city	3/24/2028
VACATED	10/27/2025		Alternate	10/27/2028
Vacated	2/25/2025		Alternate	10/27/2028
VACATED	3/24/2025		Urban planning /architecture /design	3/24/2028

ARTICLE II. MULTI-MODAL TRANSPORTATION BOARD¹

Sec. 110-26. Composition.

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

- (1) One pedestrian advocate member;
- (2) One member with a mobility or vision impairment;
- (3) One member with traffic-focused education and/or experience;
- (4) One bicycle advocate member;
- (5) One member with urban planning, architecture or design education and/or experience; and
- (6) Two members at large living in different geographical areas of the city.

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

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

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

Sec. 110-27. Terms of members.

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

¹Editor's note(s)—Ord. No. 2138, adopted February 10, 2014, amended article II in its entirety to read as herein set out. Formerly, article II pertained to the traffic and safety board, and derived from the Code of 1963, §§ 10.91—10.96.

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

Sec. 110-28. Compensation.

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

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

Sec. 110-29. Organization.

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

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

Sec. 110-30. Meetings and quorum.

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

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

Sec. 110-31. Scope of authority.

The multi-modal transportation board is a non-administrative board serving solely in an advisory capacity. In that capacity the board may make recommendations to the city commission but may not assume any legislative or administrative authority of the city commission or any department or board established by the city commission except as specifically provided in this chapter. The multi-modal transportation board is not authorized to expend city funds.

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

Sec. 110-32. Purpose and duties.

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

- (1) Advice on the implementation of the city's multi-modal transportation plan to the city commission.
- (2) Review of the multi-modal transportation plan to assure that it remains current with citywide multi-modal transportation movements and regional transportation plans and initiatives.

-
- (3) An objective and technical multi-modal evaluation of plans for all road reconstruction and road resurfacing projects, sidewalk and pedestrian crossing projects, intersection or bridge projects, bicycle and transit facility improvement projects.
 - (4) An objective and technical evaluation of transportation issues brought to the attention of or identified by the board.
 - (5) An objective and technical evaluation of the transportation plan submitted for proposed development or redevelopment, as referred to the board by the planning board.
 - (6) An objective and technical multi-modal evaluation of site plans submitted for proposed development or redevelopment, as referred to the board by the planning board.
 - (7) An objective and technical multi-modal evaluation of any ordinance amendments related to transportation issues, as referred to the board by the planning board or city commission.
 - (8) The application of accepted transportation engineering practices, multi-modal transportation planning and complete streets practices and national standards, including those published by the American Association of State Highway and Transportation Officials, in solving and preventing transportation problems.
 - (9) Objective and technical recommendations regarding transportation engineering safety issues to the city commission.
 - (10) A forum for the voluntary coordination of groups interested in transportation issues.
 - (11) A forum to review and decide appeals of administrative decisions made by the police department on transportation-related regulatory requests under article VII of this chapter.

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

Secs. 110-33—110-55. Reserved.



NOTICE OF INTENTION TO APPOINT TO THE ETHICS BOARD

At the regular meeting of Monday, July 14, 2025, the Birmingham City Commission intends to appoint 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. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, July 9, 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:

Applicant Name	Qualifications
	Applicants shall be residents and have legal, administrative or other desirable qualifications.
Isabella Mikhail	5-year resident and current student at the University of Michigan perusing a degree in Public Administration with a history of community involvement.

SUGGESTED ACTION:

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 <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#71]

1 message

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

Wed, Jun 18, 2025 at 1:03 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Ethics Board
Specific Category/Vacancy on Board (see below)	Alternate Board Member
Name	Isabella Mikhail
Residential Address	 872 Gordon Lane Birmingham , MI 48009 United States
Phone Number *	(586) 676-6474
Email	isabellagmikhail@gmail.com
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	5 years
Occupation	student

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

I am interested in joining the Board of Ethics for the City of Birmingham for many reasons. Firstly, as a resident and former employee of the City, I care deeply about its prospects and wish to see the City thrive by helping to enforce the integrity of the law and promoting ethical conduct. Secondly, my studies in Ethics and Morality at the Gerald R. Ford School of Public Policy at the University of Michigan uniquely prepared me with the skills needed to identify ethical actions within policy-making. I believe that the insights I have learned from my education and past experiences will provide the Board of Ethics with a new perspective that will benefit its members and the City as a whole.

List your related employment experience	City of Birmingham Clerk's Office Intern (Summer 2022, 2023, 2024)
List your related community activities	University of Michigan Debate and Public Speaking Club Founder and President Save Iraqi Christians Volunteer Vacation Bible School Director -- St. Thomas Chaldean Church

List your related educational experience	University of Michigan Bachelor's in Public Policy and a minor in Middle Eastern Studies, expected May 2026
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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
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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 Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Coakley 280 Millrace	Michael	(248) 321-2001 <i>coakley@millercanfield.com</i>	8/14/2023 Regular Member	6/30/2026
Hathaway 1056 Worthington	Irene	(248) 330-7069 <i>ibhathaway1@gmail.com</i>	5/6/2024 Alternate Member	6/30/2026
LeDuc 1357 W Lincoln	Melissa	(248) 723-5500 <i>melissa@demolaw.com</i>	3/18/2024 Regular Member	6/30/2027
Nygren 1574 Maryland Blvd	Erik	(630) 631-3820 <i>erikjnygren@gmail.com</i>	6/23/2025 Regular Member	6/30/2028
Vacated	11/14/2024		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)

Birmingham City Commission-Planning Board Minutes

June 16, 2025

Department of Public Works

851 S. Eton

7:30 p.m.

Vimeo Link: <https://vimeo.com/1092634913>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Commission

ROLL CALL:

Present:

Mayor Longe
MPT Baller
Commissioner Emerine
Commissioner Haig
Commissioner Host
Commissioner Long
Commissioner Schafer

Absent:

None

Planning Board

ROLL CALL:

Present:

Chair Scott Clein
Vice Chair Bryan Williams
Janelle Whipple-Boyce
Duncan Currie, alternate
Carter Andersen, student

Absent:

Robin Boyle
Stuart Jeffares
Bert Koseck
Nasseem Ramin, alternate
Daniel Share
Olivia Betanzos, student

Staff: Assistant City Manager Fairbairn, Deputy City Clerk Brown, Planning Director Dupuis, City Attorney Gaudenzi

III. PUBLIC COMMENT

Public comment occurred after each discussion topic.

IV. DISCUSSION TOPICS

A. What to Expect from a Zoning Ordinance Update

PD Dupuis presented the item and answered informational questions.

Commissioners and Planning Board members raised the following points during discussion:

- The Commission expects that the Planning Board will actively contribute to and endorse the RFP for the zoning ordinance update process.
- The City should err on the side of overcommunication with the public. Proactively communicating what this process both does not and does entail will be essential. Public communication regarding this process should be very clear.
- The 2040 Plan recommended very little change overall to the City's ordinances, and that should be kept in mind.
- This process would involve bringing the ordinance into alignment with the 2040 Plan's recommendations. Likely types of changes could include modified definitions, modified boundaries, or efforts to streamline ordinances.
- One of the priorities of this process should be increasing user-friendliness. The present complexity of Birmingham's ordinances likely results in many phone calls to staff.
- Revising the ordinance should include future-proofing both the format and the content to make it compatible with relevant technologies.
- The potential legal implications of all changes must be well-reviewed. This process would involve the City Attorney, and could also use additional legal counsel if desired.
- Prior to starting this process, the City should clarify the extent to which properties might be impacted by these zoning updates, what the impacts might be, and how those impacts might be best addressed by the City. This should include consideration of how potential creation of pre-existing non-conforming properties through this process might be addressed.
- Any changes impacting specific properties should be communicated to the relevant property owners with consideration and clarity.
- While this process would consider parking at a high level, it does not include a comprehensive review of the City's parking requirements or capacity at this time.
- Residential zoning would be considered as part of this process.
- Transitional zones are recommended in the 2040 Plan, and have generated increased public comment in the past. The public's interest in discussing these zones should be anticipated as part of this process, and an adequate public engagement process around this topic should be designed to match.
- While much of the 2040 Plan is comprised of recommendations, bringing the zoning ordinance into alignment with the land use map in the Plan is required.
- These updates should aim to maintain and promote each neighborhood's particular character without venturing into inappropriate restrictiveness.
- The City's Planning Board and staff are superlative, and the City is fortunate to have them guiding this process.
- It will largely be the Planning Board and staff designing the public engagement process. Execution of the public engagement plan would be within the consultant's purview.

B. Outdoor Dining Platforms

PD Dupuis presented the item and answered informational questions.

Commissioners and Planning Board members raised the following points during discussion:

- Whether the Planning Board should study possible limitations on dining decks is a policy issue that should be determined at the Commission level.
- Number, density, location and adjacency were all important variables to consider.
- The Planning Board's June 11, 2025 review of two outdoor dining requests raised interesting issues regarding potential impacts on barrier-free spaces and on parallel parking buffer zones. Policy decisions should be made and implemented regarding both these issues.
- There was no Commission support for outdoor dining decks that could impact barrier-free spaces.
- Given the success of outdoor dining in the City, it may be time to consider whether new standards for granting outdoor dining located within parking spaces might be appropriate.
- It might be appropriate to require that restaurants locate outdoor dining on the sidewalk where able before a dining deck in a parking space might be considered.
- There may be a density of decks on an individual street the City would not like to exceed. This could be measured by percentage, or possibly by other metrics.
- Creating caps could result in concerns about fairness, and any possible legal implications would have to be further explored. A process would have to include considerations of whether all dining deck requests are considered equally every year, whether granting is first come, first serve, and other considerations.
- There should be study of whether caps on outdoor dining decks might discourage new restaurants from moving into Birmingham.
- It might be appropriate to limit the number of outdoor dining decks allowed for each establishment.
- Some owners of retail businesses have expressed concern that the number of parking spaces occupied by outdoor dining negatively impacts whether their customers can easily park and access their stores.
- Some establishments have insufficient sidewalk space and insufficient access to a parking spot in which a dining deck could be located. The City might consider how it could increase the availability of outdoor dining spaces for these establishments in order to increase fairness.
- Alternatively, the owners purchased or rented these locations with awareness of the limitations, and it may not be possible or appropriate for the City to attempt to provide equitable access to outdoor dining spaces for private business use.
- Questions remained about whether density or adjacency issues should be part of the evaluation process.
- Outdoor dining space is valuable for the activation it provides to the City. If certain outdoor dining spaces are consistently unoccupied, they are not providing City benefit. It may be appropriate to find some way of addressing those instances.
- The percentage of parking spaces occupied by dining decks versus the total number of parking spaces in the downtown is exceedingly small.
- Soliciting Advisory Parking Committee input on whether the present percentage of outdoor dining decks in the City seems too high from their perspective could

be considered.

- Barrier-free spaces should not be moved to accommodate outdoor dining.
- Locating two outdoor dining decks opposite one another along a narrower road may feel limiting for drivers.
- Encouraging people to park in the parking decks remains preferable.
- It seemed that there was Commission consensus that it was appropriate to further study the matter.
- Knowing the rate of growth of dining decks over time could help inform whether and what kind of limitations might be appropriate.
- Overall, outdoor dining results in very little public complaint. While it may be appropriate to implement a few policy changes, it did not yet seem necessary to significantly increase regulations.
- Maintaining the Planning Board's and Commission's discretion in these issues seems valuable.
- It may be worth considering whether outdoor dining decks should come before the Commission for consideration even if no alcohol is served.
- It might be appropriate for the Commission to consider whether there might be opportunities to reduce fees associated with the review process, since they can be onerous or even potentially prohibitive for smaller businesses.
- A high number of food and drink establishments in the City could still pursue outdoor dining, even if they do not presently have it. This is another reason to evaluate present processes.

V. COMMUNICATIONS

VI. ADJOURN

The Commission motioned to adjourn at 8:44 p.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

Birmingham City Commission Minutes
June 23, 2025
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/1095724180>

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, Finance Director Chavez, Assistant City Manager Clemence, City Engineer Coatta, Planning Director Dupuis, Assistant City Manager Fairbairn, Police Chief Grewe, Deputy Treasurer Katz, City Attorney Kucharek, Department of Public Services Director Zielinski

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

Announcements

Appointments

06-208-25 Ethics Board

Erik Nygren was interviewed for the appointment.

MOTION: Motion by Schafer:

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

VOICE VOTE

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

Nays: None

06-209-25 Greenwood Cemetery Advisory Board

Linda Buchanan was interviewed for the appointment.

MOTION: Motion by Haig:

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

VOICE VOTE

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

Nays: None

06-210-25 Greenwood Cemetery Advisory Board

Margaret Suter was interviewed for the appointment.

MOTION: Motion by Emerine:
To appoint Margaret Suter as a regular member to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2028.

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

06-211-25 Hearing Officer

Lawrence J. Lyng was interviewed for the appointment.

MOTION: Motion by Haig:
To appoint Lawrence J. Lyng as the Hearing Officer to serve a three-year term to expire June 30, 2028.

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

06-212-25 Museum Board – Postpone

Judith Keefer and Patrick Hughes were both absent from the meeting. Questions were raised by a Commissioner about attendance.

MOTION: Motion by Baller, seconded by Haig:
Motion to postpone the Museum Board appointments to the next regular meeting.

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

CC Bingham swore in the present appointees.

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

V. CONSENT AGENDA

06-213-25 Consent Agenda

MOTION: Motion by Long, seconded by Haig:
To approve the consent agenda with the exclusion of Item D.

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

- 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.
- 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:

<u>Revenues:</u>		
Draw from Fund Balance	271.0-000.000-400.0000	\$ 30,000
<u>Expenditures:</u>		
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.

06-214-25 Amend the Schedule of Fees, Charges, Bonds and Insurance and Adopt Revised Public Records Policy (Item D)

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

Commissioners noted the following:

- The fees should be adjusted for inflation every year.
- It would be helpful to know how much revenue the fees generate.
- It is possible the Treasurer should be preparing this schedule.
- The City has improved its concrete and asphalt repair processes.
- When a utility company causes damage to a sidewalk, it is expected to pay the bond to repair the sidewalk.
- It may be more appropriate for the maintenance/replacement of public facilities bond to fall under the Engineering Department's purview. The fee may also need review.
- This review was conducted only six months ago, which might help explain the lack of increase in many fees.
- Builders’ bond for road repairs might be more appropriate at \$15,000.
- The Commission can amend this schedule at any time.
- Staff should look into the issues that have been raised, and return with recommendations.

MOTION: Motion by Baller, seconded by Long:
To amend the Schedule of Fees, Charges, Bonds and Insurance as presented and to adopt the revised Public Records Policy, effective July 1, 2025.

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

VI. CITY MANAGER’S REPORT

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

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

06-215-25 Public Hearing for 185 N. Old Woodward – Bell Bistro – Special Land Use Permit Amendment and Final Site Plan & Design Review

Mayor Longe opened the public hearing at 8:36 p.m.

PD Dupuis presented the item.

Randy Dickow, owner of Bell Bistro, spoke on the request.

Seeing no public comment, Mayor Longe closed the public hearing at 8:44 p.m.

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

Commissioners raised the following points during discussion:

- There would be a divider between Bell Bistro's and Paris Baguette's outdoor space in order to comply with liquor regulations.
- It might be appropriate for the City to retain more discretion about whether one establishment's outdoor dining can be located in front of another business if it is to be located on a public sidewalk.
- The present circumstances amount to two private parties executing an agreement regarding public property.
- These opportunities are reviewed and granted or denied annually. This means tentative changes to these policies could be trialled.
- If the City requires the property owner's approval for one establishment's outdoor dining to be located in front of another business, it is possible the City should also require the approval of the affected business owner.
- Any change in the mutual consent agreement or in Bell Bistro's outdoor dining would require Commission notification.
- Bell Bistro would not have recourse for furniture in front of Paris Baguette if the latter were to rescind its consent.
- When the Planning Board re-designed this ordinance, it was done in part to create collaborative opportunities like the one presently before the Commission. This was a positive outcome, and should be approved.
- There was a lot of Commission support for advancing this request, with the possibility of a future, more general policy review being noted.

MOTION: Motion by Haig, seconded by Long:

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.

ROLL CALL VOTE

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

Nays: None

06-216-25 Public Hearing for Lot Division of 1829 Norfolk (Parcel #19-35-480-001)

Mayor Longe opened the public hearing at 9:03 p.m.

PD Dupuis presented the item.

Mark Mueller spoke on behalf of the applicant.

Seeing no public comment, Mayor Longe closed the public hearing at 9:08 p.m.

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

Commissioners raised the following points during discussion:

- Residents sometimes raise concerns about newly-built residential homes that are perceived as out-of-character with their neighborhood context. There was some concern that the owners of this lot might build two such homes if this lot division were granted.
- Preservation of neighborhood character was an important matter that would be discussed as part of the City's zoning ordinance update process.
- If the lot division is granted, the next homes to occupy the divided lots should be designed with neighborhood character in mind.
- These topics were not salient to the noticed agenda item. They were matters regarding the implementation of the 2040 Plan, and should be addressed separately.
- Alternatively, these topics were salient because an affirmative vote on the item would allow the owner to build two new ordinance-compliant homes that might be seen as out-of-character for the neighborhood.

- It was likely that both of the new homes that would be built would be as large as possible while complying with the ordinance.
- No residents were present to object to the lot division, and no residents were present to protest the building of new homes that might both shift the character of the neighborhood and raise property values.
- The Commission has expressed some interest in increasing affordable housing within the City. When Commission actions result in smaller homes being replaced with larger homes, the result is a further decrease in affordable housing.
- Policy matters of neighborhood character and affordable housing cannot be resolved as part of this particular lot division request.
- If the lot division is not granted, the owners could choose to build an even larger home than either of the divided lots would have supported. If the concerns are preservation of neighborhood character and affordability, a negative vote on this item would not necessarily further either of those aims.

MOTION: Motion by Long, seconded by Haig:

To approve the lot division of 1829 Norfolk into two parcels with the following condition:

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.

Commissioners comment on the motion:

- Commissioners are tasked with ordinance compliance. This request complied with the ordinance. Consequently, it could not be denied by the Commission.
- Given the City Attorney's guidance to consider this request in the context of the extant ordinance, supporting the application was appropriate.
- Using this request to discuss the broader potential implications was also appropriate.
- There was no objection to this request from the neighbors, or from any other members of the public.
- The owners' representative should communicate the depth of the Commission's concerns to the owners.

ROLL CALL VOTE

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

Nays: None

06-217-25 Confirmation of SAD Roll 915 Wimbleton Phase 1 Project – Paving

Mayor Longe opened the public hearing at 9:26 p.m.

CM Ecker and DT Katz presented the item.

Seeing no public comment, Mayor Longe closed the public hearing at 9:32 p.m.

Staff answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- CM Ecker received thanks for her explanation.
- People who only have front footage went from 85% of the total project cost to 50% of the total project cost. It is not 50% of their previous projected assessment.
- The side lot assessments were not changed.

MOTION: Motion by Long, seconded by Schafer:

To confirm 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.

I include in the motion the sidwell number, street address, and estimated total paving S.A.D. costs set forth on page five of 8C of tonight's agenda.

Commissioner comment on the motion:

- This represented an improvement over the City's prior approach to road improvement funding.
- It was appropriate for this to be a 50-50% split because Wimbleton is a major road. The City should improve and maintain public roads in general.
- Assessment payments can be so onerous that they can result in homeowners having to sell their homes and leave the community. Birmingham should offer homeowners 20 year terms to pay off these assessments. Some neighboring communities allow 15 year terms.
- The assessment obligation should be transferable at sale, which some neighboring communities allow.
- The City should revisit whether the interest rate should be prime plus one. The City should not be charging its residents a one-hundred point basis handling fee.
- The Commission must develop a new framework for addressing road improvements. Homeowners should be able to clearly understand their options and costs. This should be the Commission's highest priority.

ROLL CALL VOTE

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

06-218-25 Wimbledon Phase 1 Project Contract #7-24 (P) to Eminent Excavating LLC

CE Coatta presented the item. Staff answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- It would have been preferable if curbs could have been added to the project.
- Adding curbs would have significantly changed the cost to the City. The prior change in the cost split had not contemplated the addition of curbs. If curbs were added, all previous motions regarding this project would have to be rescinded and re-done.
- The scope of the project was redefined.

MOTION: Motion by Long, seconded by Haig:

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, which the fund number, fund ID, project award, 10% contingencies, and total amounts are set forth on page three of 8D of the packet, and to approve the appropriation and amendment of the budget as follows, the sewer fund, water fund, revenues and expenditures also set forth on pages three and four of 8D of the packet.

ROLL CALL VOTE

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

06-219-25 Pumphouse Park & West Lincoln Well & Park Playgrounds

DPSD Zielinski presented the item. Staff answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- Staff did a great job on the presentation, and in capturing the concerns of the residents.
- The Parks and Recreation Board deserved thanks for its hard work.
- The inclusion of options for children with different abilities was valuable.
- All sustainability-oriented improvements to the parks should have child-friendly educational signage with explanations.
- There was disagreement over whether the colors of the play structures should be more muted to align with expressed resident preferences, or whether children might enjoy brighter tones.
- Since the Commission encouraged and received resident feedback, it might be most appropriate to respect the feedback that was given. As a compromise, it might be possible to largely align with resident color preferences while increasing the amount of color a bit.
- Garbage cans and benches should be separated.
- The signage for the Parks should align with the Wayfinding standards.
- Retaining the names Pumphouse Park and West Lincoln Well and Park was positive. The City should consider installing signs in child-friendly language in each Park explaining pumphouses and wells, respectively.
- Alternatively, Pumphouse Park could be retained and West Lincoln Well and Park could be made a bit more child-friendly.
- Children may be inclined to climb the 'spires'. This aspect might merit reconsideration.
- Penchura designed Scarlet's Playground, a nearby, completely accessible park.
- If Penchura, the Parks and Recreation Board, and the public did not raise concerns about the 'spires', they might not necessitate further review.
- The categorical age division for playground equipment was useful.
- It would be helpful to learn more about poured-in-place surface costs, maintenance, and longevity at a later time.

- Adding more benches around the play structure could be of benefit. It might be possible to add benches in the future via the general Parks and Recreation budget, or as donor items.

MOTION: Motion by Schafer, seconded by Host:

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 West Lincoln Well & Park.

ROLL CALL VOTE

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

Nays: None

06-220-25 Cross Connection Control Program

DPSD Zielinski presented the item. Staff answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- Challenges could arise in carrying out these inspections.

MOTION: Motion by Long, seconded by Host:

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.

Commission comment on the motion:

- Staff deserved thanks for the presentation. It was helpful to know that staff has a good working relationship with HydroCorp and a good understanding of the work required.
- Some members of the public may object to a State government department requesting entry into their home to conduct inspections.
- The requirement is that the City has to attempt the inspections. It is not a requirement that residents must permit the inspections.
- Clear and adequate communication to residents about the program's inspection requests will be essential.

Public Comment

Jenny Johanns of HydroCorp commented that these inspections arise from the Michigan Safe Drinking Water Act, and that the requirements around these inspections are enforceable by EGLE.

ROLL CALL VOTE

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

Nays: None

Commission Items for Future Discussion

Commissioner Host made a motion to look at the residential building ordinances. It was noted that those ordinances would be reviewed as part of the ordinance update process. Motion died for lack of a second.

06-221-25 Planning Board Review of Outdoor Dining Permissions

MPT Baller presented the proposed item.

MOTION: Motion by Baller, seconded by Host:

To ask the Planning Board to take a look at the ordinance regarding the use of public property for outdoor dining, and whether it is proper to seek approval from property owners for the use of public property, and whether it is appropriate to have public property owners entering into agreements for the use.

Commissioner comments on the motion were as follows:

- It would also be helpful to understand whether these agreements were intended to cover dining decks, seating adjacent to the restaurant, and seating in the furnishing zone, or only some of these locations.
- There were also questions about the appropriateness of a property owner being able to consent to an outdoor dining location that could impact their tenant without the tenant's buy-in.

VOICE VOTE

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

Nays: None

Commission Discussion On Items From A Prior Meeting

06-222-25 Subsidized Parking

Commissioner Long presented the item.

Commission comments on the item were as follows:

- It is valuable to support low wage workers, and there may be other options for achieving this.
- Restaurants in the City have trouble attracting staff, and this might remove one barrier.
- If restaurant owners are experiencing challenges in attracting staff, it is the owners' responsibility to either increase wages, to subsidize the parking costs for their employees, or to make other changes to attract employees.
- There was concern that service industry workers could be priced out of working in the City because of the prohibitive cost of parking.
- There could be a reduced rate for students and members of the service industry, they could be required to park in a specific location, and this could be done in collaboration with the Birmingham Shopping District.
- Many restaurant staff do not make enough money to park in the decks.
- The City might subsidize parking passes for business owners, who could then provide the parking passes to their employees.
- It would be difficult to ensure that these passes are only in use during an employee's shift.
- This matter has not been raised by the Birmingham Shopping District or the Planning Board as a need.
- Communications from the Birmingham Shopping District and the Planning Board may not fully capture concerns of low-wage employees working within the City.
- The City already assists businesses in terms of the abundance of parking and the already-subsidized parking costs. It might be more appropriate to even discuss raising the parking rates, and to understand businesses would have to adjust.
- The reduced evening rate for parking does not necessarily help service workers working on earlier shifts.
- It may be possible for employees' parking to be validated. Business owners that do so might have an easier time attracting employees.
- It would be valuable to reduce the amount of business-related parking in the neighborhoods. At the same time, Birmingham is a very friendly environment for restaurants. While the City does not make much from restaurants' success, it does make

revenue from diners’ parking. Striking a balance between these considerations is necessary.

- If the City reduces the rates for these employees, it is subsidized by the parking system at a cost to everybody else.

MOTION: Motion by Long, seconded by Host:
To move it to the next step.

VOICE VOTE

Ayes: Schafer, Emerine, Haig, Host, Long

Nays: Baller, Longe

IV. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

- 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

Commissioner Haig commented regarding a Landscaper Code of Conduct, a possible tree committee, and how the City manages parking along Lincoln during simultaneous high parking demand events.

Further discussion about how to improve the parking experience around Forest Hills Swim Club and along Lincoln occurred. Commissioners had consensus about the following:

- It was the obligation of Forest Hills Swim Club to manage its parking demand appropriately.
- Increased communication between all parties was necessary.
- Steps should be taken to ensure emergency vehicle passage through the area.

The Mayor noted that discussion about a potential tree committee was in process.

Commissioner Long extended compliments regarding the updates to Oakland Avenue. He asked that signage be added to indicate further in advance the mandatory left turn lane onto S. Old Woodward and the lane that continues straight onto Willits to increase the safety of the intersection.

- 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

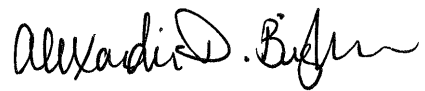
Commissioner comments were as follows:

- If a developer came forward with a specific proposal that was of mutual interest to the City, the developer could be involved in developing the RFP that would have to go out for the idea.
- It would be appropriate for the City to consider projects that could help the City achieve its essential development, infrastructure, or other goals.
- The City must hire experienced representation for any potential public-private partnership process.
- There were concerns about how the preliminary costs of these reviews should be funded.
- Disclosure of ideas will be necessary for the transparency of the process.

INFORMATION ONLY

XII. ADJOURN

The Commission motioned to adjourn at 12:02 a.m.



Alexandria Bingham, City Clerk



Laura Eichenhorn, City Transcriptionist

City of Birmingham

Warrant List Dated 06/26/2025

Meeting of 07/14/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
304157	*	006965	7UP DETROIT	264.50
304158		006638	ACTION MAT & TOWEL RENTAL, INC	70.72
304159		008106	ACUSHNET COMPANY	510.66
304159	*	008106	ACUSHNET COMPANY	1,048.61
304160	*	000161	ALPHA PSYCHOLOGICAL SERVICES PC	795.00
304161		000167	ANDERSON ECKSTEIN WESTRICK INC	4,884.48
304162	*	MISC	ANNIE CHARTERS	405.00
304163	*	003703	AT&T MOBILITY	1,319.80
304164		000843	BAKER & TAYLOR BOOKS	75.82
304165		002231	BILLINGS LAWN EQUIPMENT INC.	43.66
304166		005003	BIRMINGHAM BLOOMFIELD COMMUNITY	558.70
304167	*	006953	JACQUELYN BRITO	36.00
304168		003907	CADILLAC ASPHALT, LLC	1,224.59
304169		004269	CENTER POINT LARGE PRINT	29.37
304170	*	MISC	CHARLES SESTOK III	236.22
304171		SADREFUND	CLINE, RANDALL	364.00
304172	*	000627	CONSUMERS ENERGY	594.29
304173		003802	CROSWELL GREENHOUSE, INC	5,098.00
304174		SADREFUND	DJL1 LLC	273.00
304175		009130	DOG WASTE DEPOT	1,245.24
304176	*	000190	DOWNRIVER REFRIGERATION SUPPLY CO.	52.92
304177	*	000179	DTE ENERGY	11.07
304178	*	000180	DTE ENERGY	8,033.10
304179		006090	DYNAMIC SYSTEMS, INC.	12,391.50
304180		004493	ELITE IMAGING SYSTEMS, INC	1,673.46
304181		001495	ETNA SUPPLY	3,980.00
304182	*	000936	FEDEX	55.99
304183		006654	FLEETPRIDE INC	75.77
304184		MISC	FOSTER, SWIFT, COLLINS & SMITH PC	8,007.00
304185		005524	FRIENDS OF THE ROUGE	2,200.00
304186	*	004604	GORDON FOOD	685.01
304187		001377	HAGOPIAN CLEANING SERVICES	960.00
304188	*	MISC	HASAN HUMADI	10.00
304189		010006	HJP LEGAL	1,300.00
304190	*	001956	HOME DEPOT CREDIT SERVICES	2,821.97
304191	*	009946	JORDAN ZUPPKE LAW	500.00
304192		004088	KGM DISTRIBUTORS INC	226.00
304193	*	004904	KONICA MINOLTA BUSINESS SOLUTIONS	2,346.45
304194	*	008553	L.G.K. BUILDING, INC	28,000.00
304195	*	009963	LAW OFFICE OF ROBERT J MORAD PLLC	750.00
304196		MISC	LISA METER	13.19
304197	*	MISC	LISA MILLER	89.84

City of Birmingham

Warrant List Dated 06/26/2025

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Check Number	Early Release	Vendor #	Vendor	Amount
304198		009375	LITHIA MOTORS, INC SUPPORT SERVICES	285.03
304199		010003	MANOOGIAN LAW PLLC	1,800.00
304200		002648	MARC DUTTON IRRIGATION INC	772.50
304201		002207	MICHIGAN AUTOMATIC SPRINKLER, INC.	922.00
304202		001660	MICHIGAN CAT	7,156.62
304203		001497	MICHIGAN STATE POLICE	500.00
304204		000230	MIKE SAVOIE CHEVROLET INC	752.40
304205		007163	MOBILE HEALTH RESOURCES	2,195.53
304206		MISC	NGS ADDRESS	2,838.36
304207	*	000477	OAKLAND COUNTY	536,790.17
304208	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	423.00
304209	*	006189	P.F. PETTIBONE & CO.	870.45
304210		009151	PARAGON LABORATORIES INC	744.00
304211		010024	PRI MANAGEMENT GROUP	149.00
304212		009951	PRINTMASTERS	112.00
304213	*	007562	MIKE ROMANOWSKI	419.85
304214	*	MISC	SAM CHO	450.00
304215	*	002806	SAM'S CLUB/SYNCHRONY BANK	279.68
304216	*	005731	SOUTHEASTERN MICHIGAN SEALANTS INC.	1,770.00
304217		000260	SPARTAN DISTRIBUTORS INC	112.15
304218	*	MISC	STEPHANIE BEST	202.50
304219	*	MISC	STEPHANIE JONES	732.25
304220		SADREFUND	SUTTON, ANDREW R	280.00
304221		BDREFUND	SW LUXURY HOMES	1,900.00
304222		007503	SYDNEY SOLUTIONS LLC	299.00
304223		004379	TURNER SANITATION, INC	150.00
304223	*	004379	TURNER SANITATION, INC	1,580.00
304224	*	007226	VALLEY CITY LINEN, INC	42.05
304225	*	000158	VERIZON WIRELESS	89.93
304226		004497	WATERFORD REGIONAL FIRE DEPT.	63.84
304227	*	009026	WELLS FARGO VENDOR FIN SERV	768.47
304228		005112	WOLVERINE FREIGHTLINER-EASTSIDE INC	158.19
SUBTOTAL PAPER CHECK				\$658,869.90

ACH TRANSACTION

13550		009609	BALIAN LEGAL, PLC	375.00
13551		000605	CINTAS CORPORATION	199.44
13552		000605	CINTAS CORPORATION	60.83
13553	*	000605	CINTAS CORPORATION	198.79
13554		002668	CONTRACTORS CLOTHING CO	1,407.51
13555		009920	CORPORATE DINING CONCEPTS	279.00
13556		009840	THOMAS S. KLISE COMPANY, INC	446.44
13557		009024	D.M. BURR GROUP	4,891.29
13558		009873	D/A CENTRAL INC.	3,469.38

City of Birmingham
Warrant List Dated 06/26/2025

Meeting of 07/14/2025

Check Number	Early Release	Vendor #	Vendor	Amount
13559	*	000847	DETROIT SALT COMPANY	25,444.45
13560		000196	EJ USA, INC.	1,209.72
13561	*	009387	FRAIBERG & PERNIE PLLC	7,526.04
13562		009833	GEN OIL COMPANY	2,186.99
13563	*	000243	GRAINGER	38.00
13564		007927	MICHELLE HOLLO	1,032.50
13565		000331	HUBBELL ROTH & CLARK INC	25,950.00
13566		009298	JCR SUPPLY INC	482.91
13567	*	003458	JOE'S AUTO PARTS, INC.	650.56
13568	*	008827	KANOPY, INC	591.60
13569	*	000891	KELLER THOMA	453.75
13570		002013	MIDWEST TAPE	11,148.09
13571		010019	NARGIZ NESIMOVA, PLLC	1,850.00
13572		008336	NBS COMMERCIAL INTERIORS	1,736.00
13573		001864	NOWAK & FRAUS ENGINEERS	22,706.00
13574	*	006359	NYE UNIFORM COMPANY	525.00
13575	*	009820	PLUNKETT COONEY	1,282.50
13576	*	003554	RKA PETROLEUM	9,472.32
13577	*	002456	SALES MARKETING GROUP INC	814.23
13578		000254	SOCRRA	79,105.00
13579		009746	THE SAFETY COMPANY, LLC	4,862.29
13580	*	005806	ULINE	977.35
13581		005861	UNIQUE MGMT SERVICE, INC	72.10
13582	*	000969	VIGILANTE SECURITY INC	300.00
SUBTOTAL ACH TRANSACTION				\$211,745.08
GRAND TOTAL				\$870,614.98

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 07/03/2025

Meeting of 07/14/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
304229		005430	21ST CENTURY MEDIA- MICHIGAN	1,336.50
304230		005705	4IMPRINT, INC	348.18
304231		008106	ACUSHNET COMPANY	373.97
304232	*	006759	AT&T	238.06
304233	*	006759	AT&T	517.95
304234	*	006759	AT&T	39.24
304235	*	006759	AT&T	1,065.90
304236	*	006759	AT&T	529.92
304237	*	006759	AT&T	641.43
304238	*	000843	BAKER & TAYLOR BOOKS	162.73
304239	*	010026	BCT DESIGN GROUP	6,770.00
304240	*	009310	BEN SHARKEY LLC	1,500.00
304241	*	010077	BIANCE CAVALIERE	599.50
304242		BLREFUND	BIRMINGHAM BLOOMFIELD ART CENTER BB	508.81
304243		003526	BOUND TREE MEDICAL, LLC	332.78
304244		UBREFUND	BRIAN CLARK	119.68
304245	*	000433	BRODART COMPANY	168.53
304246	*	009078	CANON SOLUTIONS AMERICA INC	295.36
304247	*	003904	CAPITAL ONE BANK	4,891.45
304249	*	000444	CDW GOVERNMENT INC	8,593.56
304250	*	000627	CONSUMERS ENERGY	4,474.59
304251		008512	COOL THREADS EMBROIDERY	2,931.04
304252	*	010080	CRIME PREVENTION ASSOC. OF MICHIGAN	470.00
304253		004386	CYNERGY PRODUCTS	300.60
304254		MISC	DAVID LUTZ	21.60
304255	*	000575	DEMCO, INC	294.76
304256		UBREFUND	DEVON TITLE AGENCY	37.13
304257	*	006412	TOPPERMOST BEATLES TRIBUTE	1,000.00
304258	*	000179	DTE ENERGY	8,298.23
304259	*	000179	DTE ENERGY	193.77
304260	*	000179	DTE ENERGY	29.37
304261	*	000179	DTE ENERGY	194.00
304262		000179	DTE ENERGY	38.66
304263	*	000179	DTE ENERGY	1,968.80
304264	*	000179	DTE ENERGY	40.08
304265	*	000179	DTE ENERGY	450.48
304266	*	000179	DTE ENERGY	7,842.54
304267	*	000179	DTE ENERGY	1,758.64
304268	*	000179	DTE ENERGY	4,148.50
304269	*	000179	DTE ENERGY	2,113.18
304270	*	000179	DTE ENERGY	17.65
304271	*	000179	DTE ENERGY	1,286.54

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
304272	*	000179	DTE ENERGY	37.45
304273	*	000179	DTE ENERGY	18.49
304274	*	000179	DTE ENERGY	23.05
304275	*	000179	DTE ENERGY	21.45
304276	*	000179	DTE ENERGY	412.20
304277	*	000179	DTE ENERGY	429.32
304278	*	000179	DTE ENERGY	21.12
304279		000493	ED RINKE CHEVROLET BUICK GMC	28.14
304280		008164	GARY EISELE	83.30
304281		001495	ETNA SUPPLY	1,190.00
304282		001223	FAST SIGNS	167.16
304282	*	001223	FAST SIGNS	1,792.55
304283	*	000936	FEDEX	13.95
304284		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	270.00
304285	*	004604	GORDON FOOD	179.10
304286	*	008007	GREAT LAKES WATER AUTHORITY	8,585.76
304287	*	001822	GRISSIM METZ ANDRIESE ASSOCIATES	36,985.00
304288		001531	GUNNERS METER & PARTS INC	9,137.00
304289	*	001377	HAGOPIAN CLEANING SERVICES	622.50
304290	*	001956	HOME DEPOT CREDIT SERVICES	1,420.30
304291		006416	HUNTINGTON WOODS POOLS & SPAS, INC	209.99
304292		000342	INTERSTATE BATTERIES OF SE MICH	264.98
304293	*	008457	ITALIA CONSTRUCTION INC	92,490.44
304294	*	MISC	JASON DENEAU	142.68
304295		BDREFUND	JOHN ROGERS	2,800.00
304296		004088	KGM DISTRIBUTORS INC	267.00
304296	*	004088	KGM DISTRIBUTORS INC	482.00
304297	*	000362	KROGER COMPANY	81.28
304298		000284	LESLIE ELECTRIC COMPANY	271.76
304299		007910	MACALLISTER RENTALS	1,522.88
304300	*	007273	MAINSTREET SOUL LLC	2,000.00
304301	*	009546	MASTERS TELECOM	64.30
304302	*	000888	MCKENNA ASSOCIATES INC	59,423.76
304303	*	009085	MGSE SECURITY LLC	955.00
304304		002207	MICHIGAN AUTOMATIC SPRINKLER, INC.	670.60
304305	*	006349	MIDWEST COLLABORATIVE	125.00
304306		000230	MIKE SAVOIE CHEVROLET INC	488.10
304307		BDREFUND	NATHANIEL DEBRUIN	600.00
304308		009623	NEWSBANK, INC	677.00
304309	*	009748	NORTHSTAR PAINTING	23,490.00
304310	*	000477	OAKLAND COUNTY	236,440.13
304311		009702	PACE SYSTEMS, INC.	4,300.00
304312		004137	R & R FIRE TRUCK REPAIR INC	539.65

City of Birmingham

Warrant List Dated 07/03/2025

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Check Number	Early Release	Vendor #	Vendor	Amount
304313		010079	RELIANT FIRE APPARATUS OF MICHIGAN	1,462.73
304314	*	010061	REMBRANDT ENTERTAINMENT	2,500.00
304315		000218	ROYAL OAK P.D.Q. LLC	1,145.01
304316	*	000758	SCHOOLCRAFT COLLEGE	550.00
304317		006590	SECURE DOOR, LLC	170.00
304317	*	006590	SECURE DOOR, LLC	771.99
304318	*	009009	SIGNATURE CLEANING LLC	4,937.99
304319	*	008073	SITEONE LANDSCAPE SUPPLY, INC	504.20
304320	*	005731	SOUTHEASTERN MICHIGAN SEALANTS INC.	7,710.00
304321		000260	SPARTAN DISTRIBUTORS INC	126,628.95
304322	*	009964	STAGE2 DATA INC.	1,491.84
304323		BDREFUND	STERLING DEVELOPMENT CORP	500.00
304323	*	BDREFUND	STERLING DEVELOPMENT CORP	2,300.00
304324		008697	T-MOBILE USA, INC	50.00
304325	*	010060	THE SAX MANIACS	650.00
304326	*	MISC	TODAY'S CLASSROOM LLC	14,195.72
304327	*	004379	TURNER SANITATION, INC	125.00
304328		UBREFUND	VANGUARD TITLE INSURANCE AGENCY	68.56
304329	*	000158	VERIZON WIRELESS	618.59
304330	*	000158	VERIZON WIRELESS	149.76
304331	*	000158	VERIZON WIRELESS	98.48
304332	*	000158	VERIZON WIRELESS	1,026.22
304333	*	007978	WEST BLOOMFIELD TOWNSHIP	9,750.00
304334		007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	27,600.00
SUBTOTAL PAPER CHECK				\$761,693.14
<u>ACH TRANSACTION</u>				
13590	*	002284	ABEL ELECTRONICS INC	950.00
13591	*	009943	ABIGAIL MURPHY	40.00
13592	*	000282	APOLLO FIRE APPARATUS SALES AND SER	276.50
13593	*	000517	BEIER HOWLETT PC	37,825.47
13594	*	007345	BEVERLY HILLS ACE	143.05
13595	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	540.00
13596	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	124.95
13597	*	009095	STEVEN BONORA	97.85
13598		000605	CINTAS CORPORATION	259.63
13599	*	000605	CINTAS CORPORATION	27.72
13600	*	009929	CITY OF BIRMINGHAM #263	10,276.72
13601		002668	CONTRACTORS CLOTHING CO	2,298.89
13602		009840	THOMAS S. KLISE COMPANY, INC	131.07
13603	*	009557	ZECO, LLC	550.00
13604	*	000565	DORNBOS SIGN & SAFETY INC	636.95
13605	*	010069	DOTY & SONS CONCRETE PRODUCTS, INC.	1,605.00
13606	*	003801	JANA ECOSYS	2,108.97

City of Birmingham
Warrant List Dated 07/03/2025

Meeting of 07/14/2025

Check Number	Early Release	Vendor #	Vendor	Amount
13607	*	007314	FLEIS AND VANDENBRINK ENG. INC	7,190.00
13608		007807	G2 CONSULTING GROUP LLC	9,350.00
13608	*	007807	G2 CONSULTING GROUP LLC	1,470.50
13609	*	000243	GRAINGER	211.90
13610	*	001663	SCOTT GREWE	289.56
13611		003938	HART PAVEMENT STRIPING CORP	18,000.00
13611	*	003938	HART PAVEMENT STRIPING CORP	6,750.00
13612	*	001672	HAYES PRECISION INC	90.00
13613		000331	HUBBELL ROTH & CLARK INC	15,721.09
13614	*	003824	THOMAS I. HUGHES	764.00
13615	*	008851	INSIGHT INVESTMENT	7,544.31
13616		000261	J.H. HART URBAN FORESTRY	24,826.74
13617	*	002576	JAX KAR WASH	134.00
13618		009298	JCR SUPPLY INC	411.03
13619	*	003458	JOE'S AUTO PARTS, INC.	798.44
13620	*	004085	KONE INC	981.55
13621	*	005550	LEE & ASSOCIATES CO., INC.	1,930.00
13622		009888	MEGAN BECK	116.00
13623		002013	MIDWEST TAPE	647.13
13624		008336	NBS COMMERCIAL INTERIORS	1,556.00
13625		001194	NELSON BROTHERS SEWER	25,226.00
13625	*	001194	NELSON BROTHERS SEWER	5,444.00
13626		007755	NETWORK SERVICES COMPANY	1,403.40
13627	*	010015	NEUMANN/SMITH ARCHITECTURE	91,773.10
13628		001864	NOWAK & FRAUS ENGINEERS	11,472.00
13629	*	006359	NYE UNIFORM COMPANY	4,380.85
13630	*	006027	PENCHURA, LLC	550.00
13631	*	001753	PEPSI COLA	737.00
13632		010064	PRO CONCRETE LEVELING LLC	6,975.00
13633	*	001181	ROSE PEST SOLUTIONS	139.00
13634		009347	SAFELITE FULFILLMENT, INC	766.72
13635		006832	SAFEWARE INC.	835.89
13636	*	002456	SALES MARKETING GROUP INC	332.00
13637	*	009603	SERV-ICE REFRIGERATION, INC	2,387.04
13638	*	003785	SIGNS-N-DESIGNS INC	1,407.00
13639	*	007900	RYAN WISEMAN	225.00
SUBTOTAL ACH TRANSACTION				\$310,729.02

City of Birmingham
Warrant List Dated 07/03/2025

Meeting of 07/14/2025

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$1,072,422.16

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 07/09/2025

Meeting of 07/14/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
304335	*	000855	48TH DISTRICT COURT	300.00
304336	*	000855	48TH DISTRICT COURT	279.00
304337	*	000855	48TH DISTRICT COURT	267.00
304338	*	000855	48TH DISTRICT COURT	484,249.00
304339		005705	4IMPRINT, INC	2,252.21
304340		009346	ACCUFORM PRINTING & GRAPHICS, INC	1,795.00
304340	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	7,789.60
304341		009519	ADVANTAGE REPORTING	226.70
304342	*	007266	AETNA BEHAVIORAL HEALTH LLC	579.09
304343		009088	ALADTEC INC	3,952.73
304345		009568	BEDROCK EXPRESS LTD	3,194.35
304346	*	007359	BRADY INDUSTRIES	186.18
304347	*	005717	BSB COMMUNICATIONS, INC.	1,178.18
304348		003907	CADILLAC ASPHALT, LLC	1,057.60
304349	*	009078	CANON SOLUTIONS AMERICA INC	151.63
304351	*	009145	CREATIVE COLLABORATIONS	3,800.00
304352		001223	FAST SIGNS	310.16
304353	*	000936	FEDEX	17.68
304355	*	004604	GORDON FOOD	14.97
304357	*	001956	HOME DEPOT CREDIT SERVICES	1,671.87
304358		010082	ISCG	3,025.36
304359	*	010074	JOHN R KRAFT	350.00
304360		009133	KIMBERLY FENCE & SUPPLY INC	10,400.00
304361	*	002659	CHRISTOPHER KOCH	178.26
304362		009375	LITHIA MOTORS, INC SUPPORT SERVICES	96.36
304363		009766	LUNGHAMER FORD OF OWOSSO, LLC	80,076.00
304364	*	009200	MICHAEL MORRISON	2,400.00
304365		009630	MIDWAY CLEANING CO, LLC	200.00
304366	*	006723	NEWMIND GROUP, INC	60,844.00
304367	*	MISC	NOAH CAMAJ	10.00
304368	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	2,099.00
304369	*	009478	ODP BUSINESS SOLUTIONS, LLC	844.65
304370	*	001883	PIONEER DOOR COMPANY INC	185.00
304371		004137	R & R FIRE TRUCK REPAIR INC	1,267.52
304372		008852	REDGUARD FIRE & SECURITY INC	300.00
304373	*	010068	RIEMER FLOORS INC	2,009.42
304374	*	008815	SHI INTERNATIONAL CORP.	122,343.76
304375		003743	STANLEY STEEMER	1,518.00
304376	*	009201	STEPHEN SHUKWIT	2,000.00
304377	*	009522	STORMWIND STUDIOS	3,180.00
304378	*	004379	TURNER SANITATION, INC	250.00
304379	*	000158	VERIZON WIRELESS	98.48

City of Birmingham
Warrant List Dated 07/09/2025

Meeting of 07/14/2025

Check Number	Early Release	Vendor #	Vendor	Amount
304380	*	000158	VERIZON WIRELESS	590.88
304381	*	002996	GREG WALD	178.08
304382		010085	ZYNNOVATION LLC	2,161.99
SUBTOTAL PAPER CHECK				\$809,879.71
<u>EFT TRANSFER</u>				
" "	*	009593	BLUE CROSS BLUE SHIELD OF MICHIGAN	26,861.91
SUBTOTAL EFT TRANSFER				\$26,861.91
<u>ACH TRANSACTION</u>				
13642	*	008649	ROBERT ABRAHAM JR.	750.00
13643	*	007510	GRANT ANKNEY	750.00
13644	*	008009	TREVOR BAKER	750.00
13645	*	009042	RANDY BEARDEN	750.00
13646	*	009095	STEVEN BONORA	750.00
13647	*	009304	DUSHAWN BRANDY	750.00
13648	*	009355	SHAUN BROWN	750.00
13649	*	007638	MARSHALL CRAWFORD	750.00
13650	*	006999	CHRISTOPHER DEMAN	750.00
13651	*	009357	BRENDT FREDERICK	750.00
13652	*	007289	BRIAN FREELS	750.00
13653	*	008648	HUNTER GILLICK	750.00
13654	*	008105	JASON GRANROTH	750.00
13655	*	003824	THOMAS I. HUGHES	750.00
13656	*	009303	TREVOR HULBERT	750.00
13657	*	007244	CHRISTOPHER JUDKINS	750.00
13658	*	007511	ADAM KNOWLES	750.00
13659	*	009287	KYLE KRAFT	750.00
13660	*	009582	MARC SCHWARTZ	750.00
13661	*	009555	STEVEN MCINERNEY	750.00
13662	*	007306	MARK MISCHLE	750.00
13663	*	009096	RYAN NEUVILLE	750.00
13664	*	009204	OWEN BACHUSZ	750.00
13665	*	003963	DAVID PAPANDREA	750.00
13666	*	008875	JESSICA RAK	750.00
13667	*	007898	JEFFREY SCHEMANSKY	750.00
13668	*	009305	JEREMY SHULTZ	750.00
13669	*	006591	MICHAEL SLACK	750.00
13670	*	007899	NICHOLAS SLANDA	750.00
13671	*	003466	ALAN SOAVE	750.00
13672	*	007245	NICK SOPER	750.00
13673	*	009356	JUSTIN STRASSBURG	750.00
13674	*	009708	JEREMY TURNER	750.00
13675	*	007900	RYAN WILSTON	750.00

City of Birmingham
Warrant List Dated 07/09/2025

Meeting of 07/14/2025

Check Number	Early Release	Vendor #	Vendor	Amount
13679	*	002284	ABEL ELECTRONICS INC	1,425.00
13680	*	001357	ART/DESIGN GROUP LTD	455.00
13681	*	007345	BEVERLY HILLS ACE	18.87
13682	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	620.00
13683		000605	CINTAS CORPORATION	199.44
13684	*	000605	CINTAS CORPORATION	171.55
13685		000605	CINTAS CORPORATION	46.33
13686	*	000605	CINTAS CORPORATION	198.36
13687		000605	CINTAS CORPORATION	399.90
13688		002668	CONTRACTORS CLOTHING CO	1,594.35
13689		001367	CONTRACTORS CONNECTION INC	2,776.10
13690	*	009873	D/A CENTRAL INC.	2,072.76
13691	*	007538	EGANIX, INC.	960.00
13692		009916	FASTFIELD, INC.	83.95
13693	*	009387	FRAIBERG & PERNIE PLLC	7,088.54
13694	*	000243	GRAINGER	73.81
13695		003938	HART PAVEMENT STRIPING CORP	156,060.00
13696	*	008378	THE HUNTINGTON NATIONAL BANK	500.00
13697		000948	HYDROCORP	1,429.00
13698	*	009482	JAMIL KIM	1,800.00
13699	*	003458	JOE'S AUTO PARTS, INC.	1,449.79
13700		009900	KRAMER MANAGEMENT GROUP, INC.	19,000.00
13701	*	005876	KROPF MECHANICAL SERVICE COMPANY	121.50
13702	*	005550	LEE & ASSOCIATES CO., INC.	1,155.24
13704		004879	MOTOROLA SOLUTIONS INC	1,000.00
13705		001194	NELSON BROTHERS SEWER	465.00
13706	*	007856	NEXT	31,658.00
13707	*	002767	OSCAR W. LARSON CO.	1,625.65
13708		006729	QUENCH USA INC	459.42
13709	*	000478	ROAD COMM FOR OAKLAND CO	1,376.74
13710	*	009939	RYAN KATZ	16.73
13711	*	002456	SALES MARKETING GROUP INC	248.25
13712		000254	SOCRRA	88,506.00
13712	*	000254	SOCRRA	630.00
13713		001097	SOCWA	26,904.00
13714	*	009266	US SIGNAL COMPANY LLC	4,737.84
SUBTOTAL ACH TRANSACTION				\$382,827.12

City of Birmingham
Warrant List Dated 07/09/2025

Meeting of 07/14/2025

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$1,219,568.74

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: July 2, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: Veterans Day 2025 Annual Wreath-Laying Ceremony

INTRODUCTION:

Piety Hill Chapter, NSDAR has submitted a special event application to hold the Veterans Day 2025 Annual Wreath-Laying Ceremony on November 11, 2025. Set up for the event is scheduled for November 11, 2025 at 9:30 a.m. The event begins at 10:30 a.m. and concludes at 12:00 p.m. Teardown is scheduled for 12:00 p.m.

BACKGROUND:

The necessary departments reviewed the proposed event details submitted in the application, and provided feedback on requirements and estimated costs. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. The Parking Department has been notified of the event for planning purposes.

This event honors all veterans and first responders, and places wreaths at the WWII & Civil War memorials in Shain Park. The event will include invited guests, a flag raising, music, a flag display and a guest speaker.

No other events are scheduled at this time in November in Birmingham.

LEGAL REVIEW:

No legal review is required for this action.

FISCAL IMPACT:

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

SUSTAINABILITY:

The wreaths will be recycled.

DESIGN CONSIDERATION:

There were no design considerations for this event.

PUBLIC COMMUNICATIONS:

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

SUMMARY:

The City Commission is being asked to approve a special event permit for the Veterans Day 2025 Annual Wreath-Laying Ceremony to be held November 11, 2025 from 10:30 a.m. to 12:00 p.m., with set up November 11, 2025 at 9:30 a.m. Teardown will begin November 11, 2025 at 12:00 p.m.

ATTACHMENTS:

1. Special event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated June 6, 2025. Notification addresses are on file in the Clerk's Office.
3. Hold harmless agreement
4. Department approval page with comments and estimated costs

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to approve a special event permit as requested by the Piety Hill Chapter, NSDAR to hold the Veterans Day 2025 Annual Wreath-Laying Ceremony on November 11, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

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

Police Department acknowledgement:

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

Date of Application June 2, 2025

Name of Event Annual Veterans Day Wreath-Laying Ceremony with the City of Birmingham

Detailed Description of Event (attach additional sheet if necessary) See attached sheet

Location North end of Shain Park

Date(s) of Event: Tues, November 11, 2025 Hours of Event: 10:30AM to 12PM

Date(s) of Set-up Tues, November 11, 2025 Hours of Set-up 9:30AM to 10:30AM

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

Date(s) of Tear-down Tues, November 11, 2025 Hours of Tear-down 12PM

Organization Sponsoring Event The Piety Hill Chapter (Birmingham) of the NSDAR

Organization Address **PO Box 285**

Organization Phone **313-910-6904**

Contact Person Jeanette Keatts, Chapter Regent

Contact Phone 313-910-6904

Contact Email jeanettelk@msn.com

2

CLERK'S OFFICE

RECEIVED

JUN 06 2023
10:09 AM

II. EVENT INFORMATION

1. Organization Type Non-profit, partnered with the City of Birmingham
(city, non-profit, community group, etc.)
2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) none

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so _____
We annually honor all veterans and first responders in our community.

4. Are there any sustainability initiatives associated with this event? Please explain.
We recycle the wreaths used in the ceremony.

5. Is the event a fundraiser? YES ☐ NO ☒
List beneficiary n/a _____
List expected income n/a _____ Attach information about the beneficiary.
6. First time event in Birmingham? YES ☐ NO ☒
If no, describe Pietz Hill Chapter, NSDAR members have co-hosted this annual ceremony for 14 years.

7. Total number of people expected to attend per day 85 to 90 people - weather dependent
8. The event will be held on the following city property: (Please list)
☐ Street(s) _____
☐ Sidewalk(s) _____
☒ Park(s) North end of Shain Park on the cement plaza between the WWII and Civil War Memorials

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

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

What parking arrangements will be necessary to accommodate attendance?

Describe Veterans Day is a national holiday and all parking meters, parking lots and parking garages are free in Birmingham on that day.

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

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

Describe _____

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

(Police Department acknowledgement prior to submission of application is required.) (Initial here) RK

Describe Only in a ceremonial role: to be introduced, or for two Police honor guards to assist in wreath laying at each memorial. On-duty personnel will attend.

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

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

13. Will music be provided? YES ☒ NO ☐

YES Live _____ Amplification _____ Loudspeakers _____

Recorded Time music will begin _____

Time music will end Singer/Bagpipe/Bugle 12PM

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

14. Will there be signage in the area of the event? YES ☐ NO ☒
 Number of signs/banners _____
 Size of signs/banners _____
 Submit a photo/drawing of the sign(s). **A sign permit may be required.**
15. Will food/beverages/merchandise be sold? YES ☐ NO ☒
 • Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
 • You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact enderk@oakgov.ca or 248-535-9612 to obtain Health Department approval.
 • There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

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

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

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

III. EVENT LAYOUT

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

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

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

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)		
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

FOR EVENTS IN SHAIN PARK ONLY:

3. Do you want the Fountain on? YES ☐ NO ☐ N/A ☒
The fountain is on weather permitting June 1st through mid-October.
4. Umbrellas should be removed? YES ☐ NO ☐ N/A ☒
Umbrellas are available June 1st through mid-October.
5. Bistro tables/chairs should be removed? YES ☐ NO ☐ N/A ☒
Bistro tables/chairs are available June 1st through mid-October.

Retention: Active +1 year

EVENT NAME Annual Veterans Day Wreath-Laying Ceremony

EVENT DATE Tuesday, November 11th, 2025

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


Signature

6/2/25

Date _____

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

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

This annual public Veterans Day Wreath-Laying Ceremony will be held at the north end of Shain Park on Veterans Day, November 11, 2025, at 11 AM ("on the 11th day of the 11th month at the 11th hour"). This is hosted jointly by the Piety Hill Chapter, National Society Daughters of the American Revolution (NSDAR), with the City of Birmingham.

- We have local elected officials invited and announced, and we request the City of Birmingham Mayor to speak.
- We publicly honor all veterans present.
- We place wreaths at the WWII and Civil War Memorials in Shain Park, with the help of Birmingham Police Officers.
- The flag-raising is by the Civil Air Patrol Cadet Honor Guard.
- The sound system for the microphone/speakers for the podium and wireless microphone for introducing veterans are provided by the City of Birmingham, along with folding chairs and the podium. The podium will face north, in front of the fountain, and the speakers will be on either side of the podium facing the audience. The audience chairs will face south on either side of the fountain. (This is the same layout used for the Memorial Day Ceremony by another group).
- We provide a singer, bagpipers, a bugler, and no other live music. The singer sings using the microphone, the bagpipers play for the wreath-laying, and the bugler plays Taps at the end of the ceremony.
- The many versions of American flags placed around the fountain plaza for the event by Public Services were donated previously to the City by the Piety Hill DAR Chapter.
- Parking is free as it is a National Holiday.

Following the ceremony, we invite the veterans to a coffee & donuts reception at the Baldwin Public Library.

In the event of inclement weather, we hold the ceremony in the Band Shell at the south end of the park. In 2018 we had 9" of snow during the ceremony.

I hope this sufficiently answers your questions.
Please advise if you have any other concerns.

Kind regards,
Jeanette Keatts
Chapter Regent
Piety Hill Chapter, NSDAR



Piety Hill Chapter
P.O. Box 285
Birmingham, Michigan 48012-0285
pietyhilldar.com

Jeanette Keatts, Chapter Representative
jeanettek@msn.com
313-910-6904

HOLD-HARMLESS AGREEMENT

"To the fullest extent permitted by law, the Piety Hill Chapter, NSDAR and any entity or person for whom the Piety Hill Chapter, NSDAR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials,

employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this activity/event. Such responsibility shall not be construed as liability for damage caused by or resulting from the

sole act or omission of the City of Birmingham, its elected and appointed officials, employees, volunteers, or others working on behalf of the City of Birmingham."



Jeanette Keatts

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

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

PRODUCER  MIKE KINNA STATE FARM INSURANCE 36700 WOODWARD AVE STE 10 BLOOMFIELD HILLS, MI 48304	<table border="1"> <tr> <td colspan="2">CONTACT NAME: MIKE KINNA</td> </tr> <tr> <td>PHONE</td> <td>FAX</td> </tr> <tr> <td>(A/C, No, Ext): 248/842-5515</td> <td>(A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: MIKE.KINNA.GQQ9@STATEFARM.COM</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : State Farm Fire and Casualty Company</td> <td>NAIC #</td> </tr> <tr> <td></td> <td>25143</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME: MIKE KINNA		PHONE	FAX	(A/C, No, Ext): 248/842-5515	(A/C, No):	E-MAIL ADDRESS: MIKE.KINNA.GQQ9@STATEFARM.COM		INSURER(S) AFFORDING COVERAGE		INSURER A : State Farm Fire and Casualty Company	NAIC #		25143	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURED PIETY HILL NSDAR PO BOX 285 BIRMINGHAM, MI 48012-0285																									

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER			92EHQ6193	08/20/2025	08/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF BIRMINGHAM
151 MARTIN ST
BIRMINGHAM, MI 48009

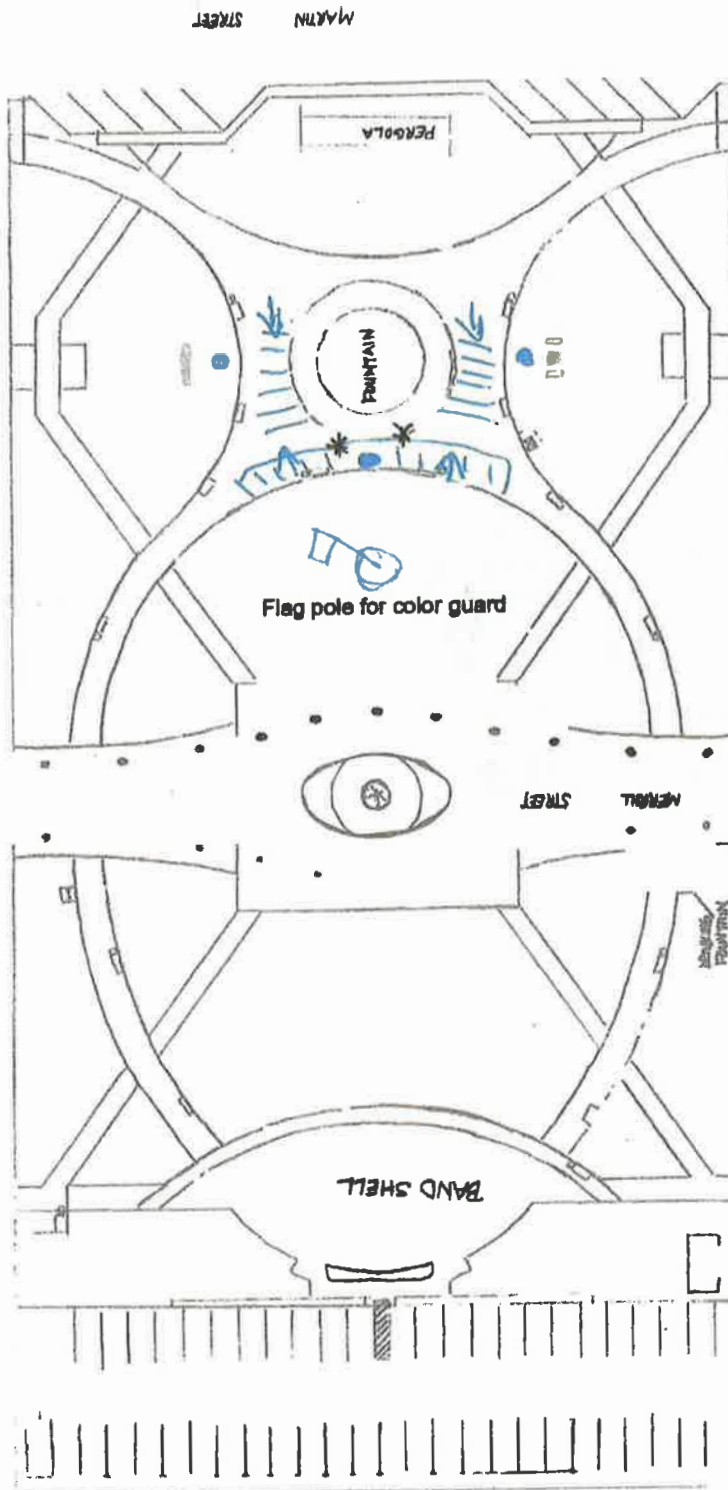
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mike Kinna

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Veterans Day Ceremony 11.11.2025

- North end of Shain Park
- Podium facing north, flag pole behind
- The city workers will place the chairs, podium, and the historic American flags previously donated by the Piety Hill DAR around the plaza. The DAR will provide the microphone.
- Placing wreaths at both the WWII and Civil War Memorials.

** speakers*

Parking is FREE as it is a National Holiday

Inclement Weather location:
Band Shell at south end of park .

Shain Park Map

W Maple Rd.

W Maple Rd.

E Maple Rd.

Library

City Hall



Retention: Active +1 year

METROPLEX MI 480

7 JUN 2025 PM 7 L

BIRMINGHAM
A WALKABLE CITY

US POSTAGE IM PITNEY BOWES

ZIP 48009 \$ 000.56⁰
02 7W
0008029208 JUN 06 2025

CLERK'S OFFICE

JUN 09 2025
11:43 AM

RECEIVED

Parcel Number: 1936133001
CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

8012-300101 151 Martin Street Birmingham, MI 48012

Special Event Notification

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

NAME OF EVENT: Veterans Day Wreath Laying

Ceremony presented by the Piety Hill Daughters of the Revolution

LOCATION:

Shain Park

DATES/TIMES:

Tuesday, November 11, 2025, 10:30 AM to 12 PM

(set up and take down same day)

BRIEF DESCRIPTION OF EVENT: Veterans Day

Ceremony with wreath laying at WWII and Civil War Monuments, Flag raising, Speeches. Video by local Bloomfield Cable.

**** NO STREETS WILL BE CLOSED ****



DATE/TIME OF CITY COMMISSION MEETING: Monday, July 14, 2025 7:30 pm

The City Commission meets in room 205 of the Municipal Building at 151 Martin. You may also attend virtually through ZOOM: <https://zoom.us.com/j/655079760> Meeting ID: 655 079 760. A complete copy of the application to hold this special event is available for your review at the City Clerk's office (248.530.1880)

EVENT ORGANIZER: Piety Hill Daughters of the Revolution, Debbie Harrington 248.505.5306

DEPARTMENT APPROVALS

EVENT NAME: Veterans Day Wreath Laying Ceremony

COMMISSION HEARING DATE: July 14, 2025

DATE OF EVENT: November 11, 2025

LICENSE NUMBER #25-00012927

NOTE TO STAFF: 6/24/2025

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Applicant must obtain directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING 101.0-000.000.636.0005 248.530.1850	MJM	No Department Involvement		\$0	\$0
FIRE 101.0-000.000-636.0004 248.530.1900	JS	Do not block traffic allowing for emergency vehicle access if needed.		0.00	0
POLICE 101.0-000.000.636.0003 248.530.1870	RK	On-duty officers will attend and assist with wreath laying.	N/A	\$0	\$0
PUBLIC SERVICES 101.0-000.000-636.0002 248.530.1642	CL	Event organizer is responsible for providing their own audio engineer for the event. The podium, 40 Chairs, will be set-up. All flags placed around the site. Large flag pole available to post colors with flags.		\$0	0
ENGINEERING 101.0-000.000.636.0002 248.530.1839	CB	None	None	\$0	\$0
PARKING	AF	Free Parking at meters and garages due to holiday	None	0	0
INSURANCE 248.530.1807		Need to submit COI no less than 2 weeks prior to event Need to submit Hold Harmless Agreement	None	0	0

CLERK 101.0-000.000-614.0000 248.530.1803		Notification letters to be mailed by applicant no later than ____. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than _____.	0	0
			TOTALS: Estimated and Actual Costs	\$0.00	\$0.00

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 7/3/25

h:\shared\special events\general information\approval page.doc



MEMORANDUM

Planning Department

DATE: June 30, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing to amend Article 4, Section 4.30, Open Space Standards, to add Additional Open Space Standards for single-family residential zoned properties, Article 4, Section 4.31, Open Space Standards, to modify the Paved Surface Limitations in the R1, R1A, R2 and R3 Zoning Districts, and Article 9, Section 9.02, Definitions, to modify the definition for Impervious Surface.

INTRODUCTION:

The City of Birmingham requires most residential developments in the City to provide open space as a part of the development to preserve a desired character and aesthetic value, reduce the amount of hard surfaces, promote stormwater infiltration, and support biodiversity. The Zoning Ordinance currently provides open space percentage requirements, as well as definitions and associated standards for these spaces. As development proposals have come and gone, the City has received feedback on a number of open space issues, in particular as it relates to impervious surfaces.

In an effort to provide more flexibility in open space, the Planning Department worked with the Building and Engineering Departments to draft new ordinance language that aims to improve the open space standards of the Zoning Ordinance. These amendments are intended to be a first step towards improving open space standards, and will be reviewed again as a part of the broader Zoning Ordinance update.

BACKGROUND:

On February June 11, 2025 ([Agenda](#) – [Minutes](#)), the Planning Board moved to recommend approval to the City Commission the amendments to Article 4, Section 4.30, Open Space Standards, to add Additional Open Space Standards for single-family residential zoned properties, Article 4, Section 4.31, Open Space Standards, to modify the Paved Surface Limitations in the R1, R1A, R2 and R3 Zoning Districts, and Article 9, Section 9.02, Definitions, to modify the definition for Impervious Surface.

LEGAL REVIEW:

The City Attorney has reviewed the documentation as to form and substance and has no objections.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUSTAINABILITY:

The proposed ordinance amendments were reviewed carefully to ensure that the resulting standards would promote the sustainability goals of the City, specifically as it relates to stormwater infiltration and biodiversity. Although the proposed language does not go as far as to prescribe specific sustainability-related actions such as raingardens or other stormwater best management practices, those approaches are contemplated in the Birmingham Green: Healthy Climate Plan and are intended to be studied during the comprehensive Zoning Ordinance update.

DESIGN CONSIDERATIONS:

As discussed at the Planning Board during the review of these standards, there is a distinct character in Birmingham's residential districts that will remain, or possibly improve as a result of these ordinance amendments.

PUBLIC COMMUNICATIONS:

As required for Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the Planning Board meeting on June 11, 2025. A similar notice will be provided for the public hearing at the City Commission on August 11, 2025

SUMMARY:

The Planning Department requests that the City Commission set a public hearing date of August 11, 2025 to consider ordinance amendments to Article 4, Section 4.30, Open Space Standards, to add Additional Open Space Standards for single-family residential zoned properties, Article 4, Section 4.31, Open Space Standards, to modify the Paved Surface Limitations in the R1, R1A, R2 and R3 Zoning Districts, and Article 9, Section 9.02, Definitions, to modify the definition for Impervious Surface.

ATTACHMENTS:

Please see the following attached documents:

- Proposed Ordinance Language
- Final Planning Board Report – June 11, 2025

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of August 11, 2025 to consider ordinance amendments to Article 4, Section 4.30, Open Space Standards, to add Additional Open Space Standards for single-family residential zoned properties, Article 4, Section 4.31, Open Space Standards, to modify the Paved Surface Limitations in the R1, R1A, R2 and R3 Zoning Districts, and Article 9, Section 9.02, Definitions, to modify the definition for Impervious Surface.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 4, SECTION 4.30, OPEN SPACE STANDARDS, TO ADD ADDITIONAL OPEN SPACE STANDARDS FOR SINGLE-FAMILY RESIDENTIAL ZONED PROPERTIES

This Open Space Standards section applies to the following districts:



The following open space standards apply:

- A. Minimum Open Space: The minimum open space shall be as per each two-page layout in Article 2.
 - 1. **Additional Open Space Standards for Single-Family Residential (R1A – R3)**: The required 40% minimum open space for all single-family development must consist of a minimum of 75% vegetated open space. Permeable pavers or other semi-hardscape materials are not considered vegetated open space.
- B. Maximum Lot Coverage: The maximum lot coverage shall be as per each two-page layout in Article 2.
- C. Projections into Required Open Space: Projections into the open spaces required by each two-page layout in Article 2, shall be permitted as follows:
 - 1. An unenclosed, covered or uncovered, concrete, masonry or wooden porch, deck and/or steps may project into a front open space for a maximum distance of 10 feet. The floor of a porch, deck or top step shall not be higher than the floor of the first story. This provision shall not reduce the required front set-back to less than 10 feet. Said porches and decks shall not project into the required side open space, except as provided elsewhere in this Article. Said porches and decks shall be restricted to 1 story in height.
 - 2. Roof overhangs, cornices, eaves, gutters, lintels, planter boxes, chimneys, bay windows and similar projections may extend or project into a required open space

not more than 2 inches for each 1 foot of width of such required open space provided that such extensions may not project more than 2 feet into the front or rear open space, except as provided elsewhere in this Article.

3. Patios, terraces, porches or decks may not project into the required side open space except that steps leading to an entrance, patio, terrace, porch or deck may project into the required side open space. Such steps shall project not more than 3 inches for each 1-foot width of such required open space up to a maximum of 3 feet. Where the side open space is required by this chapter for parking or driveway purposes, the projection shall not reduce the drivable or usable area for those purposes to less than 7 feet in width.
4. Basement window wells may project into the required side open space and rear open space a maximum of 3 feet measured to the inside of the well opening. Basement window well structures may not project more than 8 inches above grade, excluding the height of an approved guard rail. Basement window wells that project into the required side open space or rear open space shall not exceed 6 feet in width and must be covered at grade with a suitable covering capable of sustaining the weight of not less than 500 pounds or be enclosed with a guard rail in accordance with the current applicable edition of the Michigan Residential Building Code or the Michigan Building Code.
5. A porch, deck and/or steps may project into a rear open space for a maximum distance of 15 feet. The floor of said porch, deck or top step shall not be higher than the floor of the first story. This provision shall not reduce the required rear setback to less than 15 feet. Said porches and decks shall not project into the required side open space, except as provided elsewhere in this Article. Said porches and decks shall be restricted to 1 story in height.
6. When no exterior staircase exists for an accessory structure, a bonus of 75 square feet of area is permitted in the accessory structure if used for an interior fixed and stationary staircase.
7. Accessible ramps and structures for disabled persons are permitted to project into the front and rear open space the minimum distance and width required to accommodate the ramp or structure per the residential building code and to allow uninhibited access to a dwelling unit.
 - a. A permit application is required, without an associated fee, to erect an accessible ramp or structure into the front or rear open space to ensure that the ramp or structure is erected in accordance with the Residential Building Code.

- b. It is required that the accessible ramp or structure which has been erected, be removed after the disabled person no longer needs the accommodation, or vacates the property, whichever occurs first.

ORDAINED this _____ day of _____, 2025 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.31, OPEN SPACE STANDARDS, TO MODIFY THE PAVED SURFACE LIMITATIONS IN THE R1, R1A, R2 AND R3 ZONING DISTRICTS.

This Open Space Standards section applies to the following districts:



The following open space standards apply:

A. Paved Impervious Surface Limitations:

1. A minimum of 65% of the front open space in all single-family districts shall be **vegetated open space** free of ~~paved surfaces (i.e., concrete, blacktop, gravel, brick or a similar material), excluding encroachments, uncovered porches, sidewalks 3 feet in width or less, and handicap access ramps~~ **impervious surfaces. Permeable pavers or other semi-hardscape materials are not considered vegetated open space.**
2. Motor vehicles are only permitted within the front open space on a paved surface in conformity with the requirements of Chapter 110 of the Birmingham City Code.

ORDAINED this _____ day of _____, 2025 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO MODIFY THE DEFINITION FOR IMPERVIOUS SURFACE

~~Impervious Surface: Any material which prevents the infiltration of surface water, such as concrete, blacktop, asphalt, brick, stone or a similar material, but excluding sidewalks 3 feet or less in width.~~

Impervious Surface: A surface that restricts the infiltration of water into the ground such as all roofs, streets, sidewalks, driveways, parking lots, pavers, highly compacted soils, artificial turf, and other similar material, but excluding sidewalks 3 feet or less in width located in the front open space.

ORDAINED this _____ day of _____, 2025 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk



MEMORANDUM

Planning Department

DATE: June 11, 2025

TO: Planning Board Members

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Impervious Surfaces, Open Space and Lot Coverage – Public Hearing

Recently, the Planning Board has begun to work through some perceived issues with the City's current definition of impervious surface. The remediation of these issues align with the current policy direction of the City related to reducing extreme weather impacts on the community, in this case through the mitigation of stormwater. Over several months in 2024, the Planning Board reviewed a variety of definitions and ultimately determined that a broader approach is warranted to achieve the goals of the City. It was discussed that at this point, the broader approach should include open space and impervious surfaces, but should also consider lot coverage, which are all integrally related zoning issues. It is worth noting that in the City of Birmingham, minimum open space and maximum lot coverage standards only exist for single family developments (R1A – R3). In all multifamily and commercial zoning districts, minimum open space and maximum lot coverage is not applicable. The major applicable definitions found in Article 9, Section 9.02 of the Zoning Ordinance are as follows:

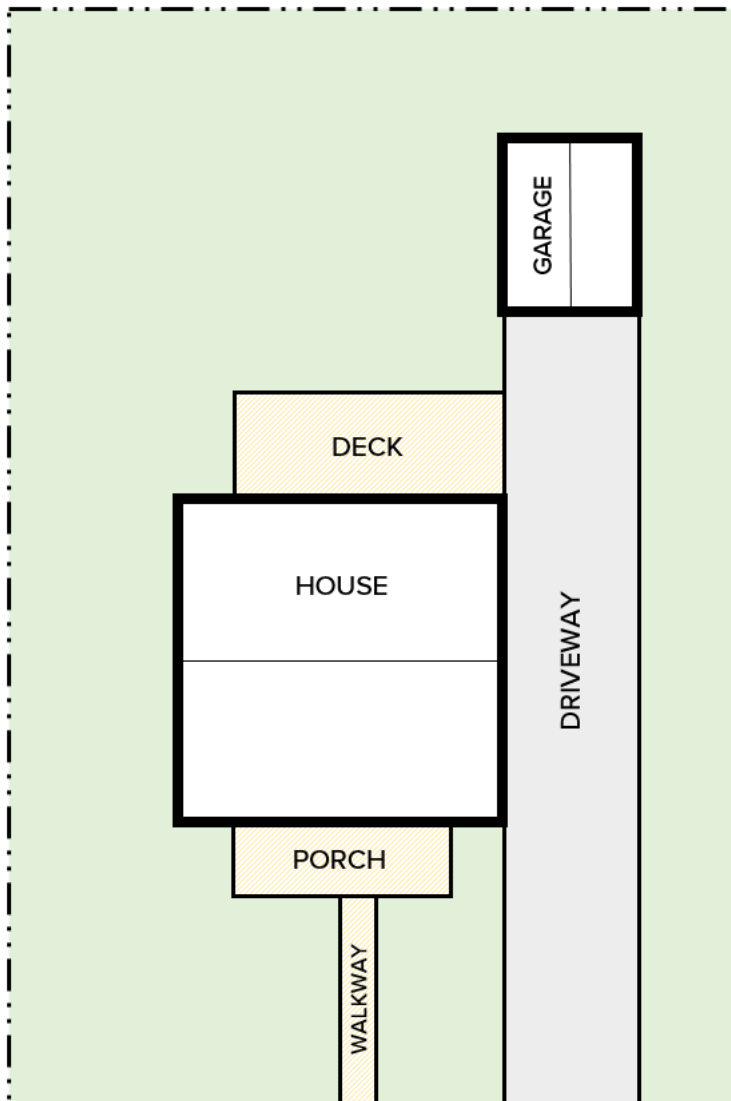
Open Space: All area of a lot except the areas occupied by a building, structure or impervious surface, excluding items listed in [4.30\(C\)](#), Projections into Required Open Spaces.

Open Space, Percent: The total area of open space divided by the total area of a lot in which the open space is located. Items listed in [4.30\(C\)](#), Projections into Required Open Space, shall be included as open space.

Impervious Surface: Any material which prevents the infiltration of surface water, such as concrete, blacktop, asphalt, brick, stone or a similar material, but excluding sidewalks 3 feet or less in width.

Lot Coverage, Percent: The area of a lot that is covered by buildings and structures divided by the total lot area, excluding those items listed in 4.30(C), Projections into Required Open Spaces.

To help understand how these three basic components of zoning are related, please see the following illustration:



LEGEND

-  PROPERTY LINE / AREA
-  OPEN SPACE
-  IMPERVIOUS SURFACE
-  LOT COVERAGE
-  EXCLUSIONS / EXCEPTIONS

ZONING RESTRICTIONS: R1A – R3

MINIMUM OPEN SPACE – 40%

$$\left(\text{PROPERTY LINE / AREA} - \text{IMPERVIOUS SURFACE} - \text{LOT COVERAGE} \right) / \text{PROPERTY LINE / AREA} = 40\%$$

MAXIMUM LOT COVERAGE – 30%

$$\left(\text{HOUSE} + \text{GARAGE} \right) / \text{PROPERTY LINE / AREA} = 30\%$$

In addition to these basic concepts and definitions, there are specific standards relating to open space in Article 4, Sections [4.30](#) and [4.31](#) of the Zoning Ordinance. Particularly consequential are the paved surface limitations outlined in 4.31, which cap paved surfaces in the front open space at 35%. Paved surface is not defined in the Zoning Ordinance, but is described in this section as “concrete, blacktop, gravel, brick or a similar material.”

Before picking this study back up after a pause, the Planning Board last discussed the issue of the definition of impervious surfaces on December 11, 2024 ([Agenda](#) – [Minutes](#)).

STUDY SESSION #1 (February 12, 2025 | [Agenda](#) – [Minutes](#))

At this point, the Planning Department is seeking feedback from the Planning Board on where a solution may fit within the context of open space, impervious surface, and lot coverage. Summarizing feedback from previous meetings, the Planning Board has indicated that although they do not feel as though stone is impervious, there was a general consensus that the board did not want to see entire yards covered in stone. At this point, although lot coverage is a related issue, the definition is rather specific and may not lend itself well to tackling this specific issue. Rather, it seems prudent to either redefine Open Space, introduce a new term, create a purpose and intent, modify the specific standards in 4.31, or any combination thereof.

In addition to the definitions provided in previous meetings (December 11, 2024), please find additional definitions for consideration at this time:

[ROYAL OAK, MI](#)

Lot Coverage: The percentage of the lot area covered by the building area.

[FERNDALE, MI](#)

Lot Coverage: The percentage of the lot occupied by buildings, including accessory structures.

Yard: An open space, unoccupied and unobstructed from the ground upward, and being on the same lot with a building. The measurement of a yard is the minimum horizontal distance between the lot line and the building or structure.

Additional District Standards for Single Family Residential (R-1 and R-2): For all residential uses: 50% of the front yard and 50% (of the total) of the two side yards must be maintained as landscaped, green space. Permeable pavers or other semi-hardscape materials are not considered a landscaped, green space.

[ANN ARBOR, MI](#)

Open Space: The unenclosed portion of a lot that is devoted to space for recreation, greenery, and household activities. Open space area may include, but shall not be limited to, lawns, landscaping and gardens, wooded areas, sidewalks and walkways, active and passive recreational areas, unenclosed accessory structures used for recreation purposes, permanent or seasonal water surfaces, and protected natural areas. It shall not include areas covered by parking lots, driveways, refuse facilities, or enclosed accessory structures.

CANTON, MI

Lot Coverage: The part or percent of the lot that is occupied by buildings or structures.

Open Space: That part of a zoning lot, including courts and/or yards, which is open and unobstructed from its lowest level to the sky, and is accessible to all residents upon the zoning lot.

EAST LANSING, MI

Open Space: Open space means an area of land associated with and located on the same tract of land as a major building or group of buildings, in relation to which it serves to provide light and air or scenic, recreational, or similar purposes. Such space shall be suitably improved for its intended use. Such space shall, in general, be of such a location, shape, and character suitable for entry and use by the occupants of the building or buildings involved, but may include a limited proportion of space so located and treated as to enhance the amenity of the development by providing landscaping features, screening for the benefit of the occupants of those in neighboring areas, or a general appearance of openness. Open space area may include, but shall not be limited to lawns, decorative plantings, wooded areas, landscaped areas covering structures that are not more than 12 feet above ground level, sidewalks and walkways, active and passive recreational areas, and permanent water surfaces that comprise not more than 20 percent of the total open space area. It shall not include parking lots or other vehicular surfaces or accessory buildings other than swimming pools.

MARQUETTE, MI

Impervious Surface: Any surface that cannot be effectively and easily penetrated by water, thereby resulting in runoff. Examples include, but are not limited to, "Lot Coverage" (as defined in this Ordinance) and any material (asphalt, concrete, compacted stone and gravel, etc.) used in roads, driveways, decks, terraces, patios, porches, or sidewalks that cannot be effectively and easily penetrated by water. Impervious surfaces shall exclude roads, driveways, and sidewalks that are composed of materials that will allow infiltration and prevent runoff, such as permeable pavers, permeable pavement, or crushed stone or pea stone that does not bind. The definition of an impervious surface shall also exclude decks, terraces, patios, or porches that are composed of pervious materials and/or designed to allow for easy infiltration and underlain with materials that will allow infiltration and prevent runoff. Natural and artificial water bodies, including swimming pools, shall not be classified as impervious surfaces.

Open Space: Open space is the part of a parcel (which includes required yards) that is open and unobstructed from its lowest level to the sky, except for specific permitted obstructions and access ways, and that is accessible to and usable by all persons that have rights to use the property.

[STERLING HEIGHTS, MI](#)

Impervious Surface: A surface consisting of impervious material that prevents or hinders the absorption or infiltration of water, or that causes reduced quality of runoff water, or causes water to runoff in greater quantities or at greater flow rates than the natural surface. It includes but is not limited to grade-level surfaces such as hard-surfaced driveways, service walks, patios and decks, pool decks, gazebo floors, recreational vehicle or equipment storage pads, vehicle parking or turn-around pads, or outdoor sports courts, if constructed of impervious materials that do not contain substantial spaces that allow drainage of water.

Impervious Material: A hard-surfaced material through which water cannot penetrate or through which fluid does not readily pass due to low porosity, very small individual pores, or pores that are disconnected.

Lot Coverage: That part or percentage of lot occupied by principal and accessory buildings.

Open Space: Land required by this ordinance to remain as open space to be used for recreation, resource protection, amenity or other specified purpose.

[NOVI, MI](#)

Open Space: An area of land that remains primarily undeveloped and in its natural state. For the purpose of this Ordinance, open space may include park lands and park facilities so long as they are provided as a part of an open space area.

Lot Coverage: The part or percent of the lot occupied by buildings including accessory buildings.

[TRAVERSE CITY, MI](#)

Impervious Surface: Impervious surface means any material which prevents, impedes or slows infiltration or absorption of storm water directly into the ground at the rate of absorption of vegetation bearing soils, including building, asphalt, concrete, gravel and other surfaces.

[ROCHESTER HILLS, MI](#)

Lot Coverage: The part or percentage of the lot occupied by buildings, including accessory buildings.

Yard: An open space other than a courtyard located on the same lot as a main building or use, unoccupied and unobstructed from the ground upward, except as otherwise provided herein. In measuring to determine the width of a yard, the minimum horizontal distance between the lot line and the main building shall be used.

Study Session #2 (April 9, 2025 | [Agenda](#) – [Minutes](#))

The Planning Department has developed new language based on a new strategy, which is to modify slightly the Open Space Standards of [Article 4, Section 4.30](#) and [Article 4, Section 4.31](#) of the Zoning Ordinance. This strategy focuses on the desired composition or open space, which is

predominantly natural living vegetation, while also providing flexibility for property owners to add a pervious material like stone or gravel in places where that type of material may be more suitable. Please see the attached language for consideration.

Study Session #3 (May 14, 2025 | [Agenda](#))

The Planning Department made minor changes based on the discussion at the Planning Board and requested that the Planning Board set a public hearing to review the proposed ordinance amendments to Article 4, Section 4.30, Open Space Standards, to add Additional Open Space Standards for single-family residential zoned properties, Article 4, Section 4.31, Open Space Standards, to modify the Paved Surface Limitations in the R1, R1A, R2 and R3 Zoning Districts, and Article 9, Section 9.02, Definitions, to modify the definition for Impervious Surface.

Public Hearing (June 11, 2025)

The Planning Department has prepared the final language for the proposed ordinance amendments to Article 4, Section 4.30, Open Space Standards, to add Additional Open Space Standards for single-family residential zoned properties, Article 4, Section 4.31, Open Space Standards, to modify the Paved Surface Limitations in the R1, R1A, R2 and R3 Zoning Districts, and Article 9, Section 9.02, Definitions, to modify the definition for Impervious Surface and is requesting that the Planning Board recommend that the City Commission approve the proposed amendments.

Sample Motion Language

I move that the Planning Board recommend that the City Commission **APPROVE** the proposed ordinance amendments to Article 4, Section 4.30, Open Space Standards, to add Additional Open Space Standards for single-family residential zoned properties, Article 4, Section 4.31, Open Space Standards, to modify the Paved Surface Limitations in the R1, R1A, R2 and R3 Zoning Districts, and Article 9, Section 9.02, Definitions, to modify the definition for Impervious Surface.

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MEMORANDUM

Department of Public Services

DATE: July 8, 2025

TO: Jana L. Ecker, City Manager

FROM: Charles T. Markus, Public Services Manager
Scott D. Zielinski, DPS Director

SUBJECT: Purchase of a John Deere Backhoe 320P from AIS Construction Equipment Corp.

INTRODUCTION:

The Department of Public Services (DPS) needs to purchase a new John Deere Backhoe 320P to replace the Case Backhoe 580S in the City's existing fleet of vehicles. The DPS uses this vehicle to respond to water main breaks and perform other work activities, including moving, digging, loading, and unloading aggregate, snow, spoils, and other materials and equipment as required.

BACKGROUND:

The Department of Public Service's Vehicle Operations Manager has identified vehicle #76, a 2014 Case Backhoe 580S, with 5,013 hours, for replacement. The replacement rating report is included below. The current Case Backhoe 580S has a replacement score of 43, and it is a priority of the City to replace vehicles with a score of 28 or higher. The Department of Public Services requested a new John Deere Backhoe 320P, available per the State of Michigan MiDeal contract #240000000158. The DPS needs the John Deere Backhoe 320P for project work such as responding to water main breaks to move, dig, load, and unload aggregate, snow, spoils, and other materials and equipment as required.

#76 – 2014 Case Backhoe 580S

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	11
Miles/Hours	1 point each 10,000 miles of usage	20
Type of Service	Type 1 – Standard duties	4
Reliability	Level 5 – In shop more than twice monthly, 2 or more breakdowns/road calls within 1 month period	3
M & R Costs	Level 3 – Maintenance costs are 41-60% of replacement cost	2
Condition	Level 4 – Severe damage, rust, operating system, inoperable	3
Total points 28+, poor, needs priority replacement		43

The John Deere Backhoe 320P is to be purchased from AIS Construction Equipment Corp., located at 56555 Pontiac Trail, New Hudson, MI 48165, per the State of Michigan MiDeal contract #240000000158.

LEGAL REVIEW:

This purchase has been reviewed and approved by the City Attorney.

FISCAL IMPACT:

The cost for the John Deere 320P is \$178,617.61; however, the out-of-pocket cost for the City is \$149,617.61, as AIS Construction Equipment Corp. is crediting the City \$29,000 for trading in the Case backhoe 580S. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100.

SUSTAINABILITY:

Currently, no EV or hybrid models that will suit the department's needs are available for purchase.

DESIGN CONSIDERATIONS:

The Garage Foreman, Streets Sewer and Water Foreman, and Public Services Manager reviewed the specific needs of the vehicle and built the package to meet the specific needs for operation.

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

Based on age, condition, and the intended use of our current 2014 Case Backhoe 320P vehicle #76, the Department of Public Services recommends replacing the current 2014 Case Backhoe 580S with the proposed new John Deere Backhoe 320P.

ATTACHMENTS:

- AIS Construction Equipment Corp & John Deere, Purchase Agreement
- AIS Construction Equipment Corp & John Deere quote includes specifications and warranty information.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of a John Deere Backhoe 320P, located at 56555 Pontiac Trail, New Hudson, MI 48165, per the State of Michigan MiDeal contract #240000000158, in an amount not to exceed \$149,617.61, upon the completion of a signed contract by AIS Construction Equipment Corp & John Deere. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2025-2026 Auto Equipment Fund account #661.0-441.006.971.0100.

**AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF
BIRMINGHAM & AIS CONSTRUCTION EQUIPMENT CORP.**

THIS AGREEMENT is entered into this 30th day of July, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and AIS Construction Equipment Corp., whose address is 56555 Pontiac Trail, New Hudson, MI 48165, (hereafter referred to as Vendor) 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 purchase a new John Deere 320P backhoe from AIS Construction Equipment Corp., through a government cooperative purchasing agreement (per State of Michigan MiDeal Contract #240000000158), as described in Attachment "A"; and

WHEREAS, Vender has qualifications that meet the project requirements and has provided a response and cost proposal to perform the sale through the government cooperative agreement per the State of Michigan MiDeal contract #240000000158 of a required John Deere Backhoe 320P backhoe from AIS Construction Equipment Corp.

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 Vendor's Quotation for a required John Deere Backhoe 320P from AIS Construction Equipment Corp. dated May 12, 2025, which includes a description of and John Deere Backhoe 320P from AIS Construction Equipment Corp. details, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM and Ownership: This is an outright purchase and shall have no term, and ownership of the John Deere Backhoe 320P backhoe from AIS Construction Equipment Corp., to the City shall commence upon delivery to the Department of Public Service, located at 851 S. Eton Street, Birmingham, Mi., 48009.

3. TERMS OF PAYMENT: The Vendor will invoice the City for the sale. 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. Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: While the City acknowledges it is unlikely, the Vendor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to,

internal organization, methodology, personnel and financial information, etc.) may become involved. The Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The vendor 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 vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

6. INDEPENDENT CONTRACTOR: The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor 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 Vendor 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 vendor 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: The Vendor 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 Vendor is subject, Vendor 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 Vendor, either by offset to any amounts due and owing Vendor 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; Vendor 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 Vendor and any entity or person for whom the Vendor 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 Vendor 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. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
851 S. Eton Rd.
Birmingham, Michigan 48012
Attn: Scott Zielinski, PE

AIS Construction Equipment Corp.
56555 Pontiac Trail
New Hudson, Michigan 48165
Attn: Craig Vick

11. 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.

12. 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.

13. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Vendor 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 Vendor 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.

14. 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 Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or

other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

16. 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 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

17. RESPONSE TO REQUESTS FOR PROPOSALS: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated Vendor, to the City's Request for Proposals dated May 12, 2025 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Vendor on May 12, 2025 response, the terms of this Agreement shall prevail.

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

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Vendor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date provided below the signature of Therese Longe on the following page.

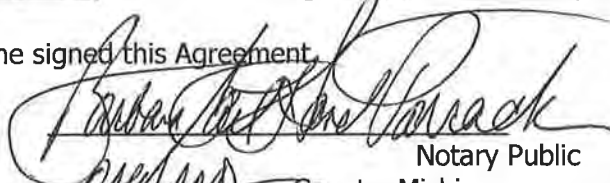
AIS Construction Equipment Corp.

By: 

Its: GOVERNMENTAL SALES MANAGER

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 3rd day of July, 2025, before me personally appeared
CRAIG VICK, who acknowledged that with authority on behalf of AIS CONSTRUCTION
EQUIPMENT
do so he/she signed this Agreement.


Notary Public
OAKLAND County, Michigan

Acting in OAKLAND County, Michigan

My commission expires: 03/15/2029

BARBARA GAIL HAND PARRACK
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 15, 2029
ACTING IN COUNTY OF OAKLAND

CITY OF BIRMINGHAM:

By: _____
Therese Q. Longe, Mayor
On the date of: _____

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:


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


Scott D. Zielinski, PE, Public Services Director
(Approved as to substance)


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


Mary J. Chavez, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT A



GRAND RAPIDS
600 AIS Drive Southwest
Grand Rapids, MI 49548
Telephone: (616) 538-2400

LANSING
3600 North Grand River Avenue
Lansing, MI 48906
Telephone: (517) 321-8000

SAGINAW
4600 AIS Drive
Bridgeport, MI 48722
Telephone: (989) 777-0090

RICHMOND
65809 Gratiot Avenue
Lenox, MI 48050
Telephone: (586) 727-7502

TRAVERSE CITY
8300 M-72 East
Williamsburg, MI 49690
Telephone: (231) 267-9513

WEST DETROIT
56555 Pontiac Trail
New Hudson, MI 48165
Telephone: (248) 437-8121

May 12, 2025

Mr. Chad Check
Garage Foreman
City of Birmingham DPS
851 S. Eton
Birmingham, MI 48009

RE: State of Michigan MiDeal pricing new Deere 320P backhoe loader.
MiDeal contract # 240000000158

Dear Mr. Check,

AIS Construction Equipment Corp & John Deere are pleased to provide the following pricing for a new Deere model 320P backhoe loader.
Pricing is current MiDeal State Contract Pricing and as such will be firm until there is a manufacturer list price increase.

One (1) New John Deere 320P as outlined in the attached equip details pages,

List Price	\$ 241,181.00
Less State Contract discount 39%	(94,060.59)
Sub-Total	\$ 147,120.41
PDI 1%	1,471.20
Hand Held Hydraulics (including plumbing & selective flow valve) installed	12,600.00
Wain-Roy XLS coupler & 24" bucket installed	3,150.00
Flip-forks installed on multi-purpose bucket	4,700.00
Spare front rim & 550 radial tire, mounted	1,675.00
Spare rear rim & 550 radial tire, mounted	3,400.00
Parts manual (digital or hard copy)	592.00
Repair manual (digital or hard copy)	160.00
48 mos./2,000 hr. powertrain & hydraulic warranty	2,249.00
Factory Freight	1,300.00
Delivery	200.00
TOTAL CASH PRICE DELIVERED	\$ 178,617.61
Trade-Value '14 Case 580SNWT	(29,000.00)
CASH PRICE NET TRADE-IN	\$ 149,617.61

As AIS is authorized vendor for MiDeal contract # 240000000158, if PO issued
Please have made out to:

AIS Construction Equipment Corp.
56555 Pontiac Trail
New Hudson, MI 48165

****all quotes subject to possible list price increase or tariffs****

Please contact me any time with questions or if additional info is needed. AIS & my-self look forward to assisting you with any of your construction equipment needs!

Sincerely,
AIS Construction Equipment Co.

Craig Vick

Craig Vick
Governmental Sales Manager
586-634-2760

ckv



MEMORANDUM

Department of Public Services

DATE: July 9, 2025

TO: Jana L. Ecker, City Manager

FROM: Charles T. Markus, Public Services Manager
Scott D. Zielinski, DPS Director

SUBJECT: Purchase of an Elgin Pelican NP Duel Street Sweeper

INTRODUCTION:

The Department of Public Services (DPS) needs to purchase a new Elgin Pelican NP Duel Street Sweeper to replace the 2013 Autocar XPERT 30188 Sweeper in the City's existing fleet of vehicles. The DPS utilizes two street sweepers for the majority of the year, operating six to seven days a week. The highest use periods occur in the spring and fall, when the DPS regularly uses three sweepers for a combined approximate 20 hours per day. Sweepers are used more than most equipment in the DPS fleet and are prone to breaking down due to the excessive amount of work, and therefore, it is essential to have three working street sweepers available at all times. The purchase replaces the oldest of the three street sweepers to ensure they are available for use at all times.

BACKGROUND:

The Department of Public Service's Vehicle Operations Manager has identified vehicle #211, a 2013 Autocar XPERT 30188 Sweeper, with 7,423 hours, for replacement. The replacement rating report is included below. The current Autocar XPERT 30188 Sweeper has a replacement score of 52, which is considered a priority replacement, as it has a score of 28 or higher. The Department of Public Services has identified a new Elgin Pelican NP Duel Street Sweeper to purchase, available per the State of Michigan MiDeal contract #071B7700091.

#211 – 2013 Autocar XPERT 30188 Sweeper

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	12
Miles/Hours	1 point each 10,000 miles of usage	29
Type of Service	Type 1 – Standard duties	4
Reliability	Level 5 – In shop more than twice monthly, 2 or more breakdowns/road calls within 1 month period	2
M & R Costs	Level 3 – Maintenance costs are 41-60% of replacement cost	2
Condition	Level 4 – Severe damage, rust, operating system, inoperable	3
Total points 28+, poor, needs priority replacement		52

The Elgin Pelican NP Duel Street Sweeper is to be purchased from Bell Equipment Company, located at 78 Northpointe Drive, Lake Orion, MI 48359, through the MIDeal Contract #071B7700091.

LEGAL REVIEW:

This purchase has been reviewed and approved by the City Attorney.

FISCAL IMPACT:

The cost for an additional street sweeper is \$322,500.00. DPS is trading in a 2012 Elgin Whirlwind street sweeper for a value of \$20,000 which brings the total price to \$302,500. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100.

SUSTAINABILITY:

Currently, no EV or hybrid models that will suit the department's needs are available for purchase.

DESIGN CONSIDERATIONS:

The Garage Foreman, Streets Sewer and Water Foreman, and Public Services Manager reviewed the specific needs of the vehicle and built the packages to meet those specific needs for operation.

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

Based on age, condition, and the intended use of the current fleet of street sweepers, the Department of Public Services recommends replacing our oldest street sweeper with the requested new sweeper to ensure the DPS has the ability to maintain clean streets within the City.

ATTACHMENTS:

- Bell Equipment Company, Purchase Agreement
- Bell Equipment Company quote includes specifications.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of a 2025 street sweeper from Bell Equipment Company, located at 78 Northpointe Drive, Lake Orion, MI 48359, through the MDeal Contract #071B7700091, in an amount not to exceed \$302,500.00, upon the completion of signed contract by Bell Equipment. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2025-2026 Auto Equipment Fund account #661.0-441.006.971.0100.

AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF BIRMINGHAM & BELL EQUIPMENT COMPANY

THIS AGREEMENT is entered into this 7th day of July, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Bell Equipment Company a Michigan Corporation, whose address is 78 Northpointe Drive, Lake Orion, MI 48359, (hereafter referred to as Vendor) 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 purchase a street sweeper, through a government cooperative purchasing agreement (MI-Deal Contract #071B7700091), as described in Attachment "A"; and

WHEREAS, Vender has qualifications that meet the project requirements and has provided a response and cost proposal to perform the sale through the government cooperative agreement MI-Deals of a required Elgin Pelican Dual Street Sweeper.

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 Vendor's Quotation for the Elgin Pelican Dual Street Sweeper dated April 17, 2025, which includes a description of and street sweeper package details, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM and Ownership: This is an outright purchase and shall have no term, and ownership of the Elgin Pelican Dual Street Sweeper to the City shall commence upon delivery to the Department of Public Service, located at 851 S. Eton Street, Birmingham, Mi., 48009.

3. TERMS OF PAYMENT: The Vendor will invoice the City for the sale. 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. Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: While the City acknowledges it is unlikely, the Vendor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Vendor recognizes that unauthorized exposure of such confidential or proprietary

information could irreparably damage the City. Therefore, the vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The vendor 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 vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

6. INDEPENDENT CONTRACTOR: The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor 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 Vendor 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 vendor 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: The Vendor 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 Vendor is subject, Vendor 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 Vendor, either by offset to any amounts due and owing Vendor 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; Vendor 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 Vendor and any entity or person for whom the Vendor 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 Vendor 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. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
851 S. Eton Rd.
Birmingham, Michigan 48012
Attn: Scott Zielinski, PE

Bell Equipment Company
78 Norhpointe Drive
Lake Orion, Michigan 48359
Attn: Clark R. Bushman

11. COVID: The Vendor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Vendor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Vendor staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Vendor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Vendor.

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 Vendor 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 Vendor 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 Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor 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 Vendor 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 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

18. RESPONSE TO REQUESTS FOR PROPOSALS: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated Vendor, to the City's Request for Proposals dated April 17, 2025 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Vendor on April 17, 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.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Vendor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date provided below the signature of Mayor Therese Q. Long on the following page.

Bell Equipment Company

By: Do Bee O

Its: Sales Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 7 day of July, 2025, before me personally appeared
Dan Bell, who acknowledged that with authority on behalf of Bell Equipment Co.
do so he/she signed this Agreement.

[Signature]
Notary Public
Oakland County, Michigan

Acting in Oakland County, Michigan

My commission expires: July 17, 2029



CITY OF BIRMINGHAM:

By: _____

Therese Q. Longe, Mayor

On the date of: _____

By: _____

Alexandria D. Bingham, City Clerk

APPROVED:

[Signature]
Jana L. Ecker, City Manager
(Approved as to substance)

[Signature]
Scott D. Zielinski, PE, Public Services 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





Michigan Office:
 78 Northpointe Drive
 Lake Orion, Michigan 48359
 Phone: (248) 370-0000
 Fax: (248) 370-0011

Ohio Office:
 1045 Taylor Road
 Gahanna, Ohio 43231
 Phone: (614) 655-0022
 Fax: (614) 655-0023

Date: June 5, 2025			
Quote prepared for: Mr. Chad Check			
City of Birmingham 851 S. Eaton Birmingham, MI 48009			
Qty	Description	Your Price (each)	Total
1	Elgin Pelican NP Dual Street Sweeper Equipped as Follows		
	Dual steering, dual side brooms, John Deere diesel engine, air conditioning		
	Midwest auto-lube system, AM/FM/Bluetooth, dual side broom tilt		
	Cab mounted green and amber alternating strobe lights with guards		
	Painted white with red swoosh logo package, 2.5 LB. fire extinguisher		
	Heated, motorized mirrors, lower roller deflector, lower conveyor washout		
	Conveyor stall alarm, battery disconnect, engine pre-cleaner		
	Hydraulic level, temperature shutdown, triangle/flare package		
	Dual limb guards, sliding rear window, (2) keys, strip style main broom		
	All operators, parts, service manuals, cab air restriction gauge		
	LED turn, tail, backup lights		
	Delivery and training, 1-year sweeper warranty, 2-year engine warranty		
	DELIVERED PURCHASE PRICE		\$322,500.00
	TRADE VALUE FOR 2012 ELGIN WHIRLWIND		-\$20,000.00
	NET PURCHASE PRICE AFTER TRADE		\$302,500.00
	NOTE 2: PRICING IS DERIVED FROM MI-DEAL #071B7700091		

Delivery:
 F.O.B.

If you wish to proceed with the quote provided, please sign and return.

Authorized Signature: _____

Thank you for considering Bell Equipment Company for your equipment needs.

Clark R. Bushman, Vice President/Sales

Cell: 248-705-1353

Prices are as of this date. Buyer should confirm pricing after 30 days.



MEMORANDUM

Police Department

DATE: July 8, 2025

TO: Jana L. Ecker, City Manager

FROM: Ryan Kearney, Operations Captain

APPROVED: Scott A. Grewe, Chief of Police

SUBJECT: Cummings and Davis Stop Sign Evaluation

INTRODUCTION:

The City received requests from residents to determine if stop control should be implemented at the intersection of Cummings and Davis Avenues due to its adjacency to Howarth Park.

BACKGROUND:

Cummings and Davis are residential streets that intersect at the southeast corner of Howarth Park. Davis currently operates with two-way yield control for east and west traffic at the approaches to Cummings. There is no traffic control on the north and south approaches on Cummings.

City traffic consultants from Fleis and Vandenbrink (F&V) performed an all-way stop review at Cummings and Davis, and noted the following:

- On-street parking is permitted on both sides of Cummings and Davis.
- No Parking Signs (R7-11) are provided on the west and north legs of the intersection; however, under the Michigan Vehicle Code (MCL 257.674(1)(f), parking is prohibited within 20 feet of a crosswalk, and signs are not required for enforcement.
- This intersection experiences higher volumes of pedestrian traffic due to the proximity to Howarth Park.
- The on-street parking on both Cummings and Davis is higher during sporting events.

Additionally, crash history, traffic volume, and site distance were taken into consideration. There were four crashes within the last five years in the vicinity, none of which were intersection-related. The average daily traffic volume on Cummings was 658 vehicles, which falls well below the given threshold for additional traffic control. However, it was determined that parked vehicles on Davis restrict the view of the intersection during peak times. Therefore, it was recommended that the existing yield signs should be changed to stop signs.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

Adding stop signs at the intersections of Cummings and Davis is estimated to be less than \$300.00.

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:

N/A

PUBLIC COMMUNICATIONS:

The traffic study was presented at a public meeting before the Multi-Modal Transportation Board (MMTB) on Thursday, June 5, 2025. A motion to recommend adopting a resolution to change the eastbound-westbound yield signs to stop signs on Davis Ave carried 5-1.

SUMMARY:

City staff and traffic consultants from Fleis and Vandenbrink (F&V) reviewed the intersection of Cummings and Davis to determine whether stop control was warranted. Following a field study, it was determined that 4-way stop control was not warranted. However, the criteria were met for two-way stop control due to sight distance issues caused by excessive vehicles parking on Davis for Howarth Park. F&V recommended changing the existing east and west yield control on Davis Avenue to stop control.

ATTACHMENTS:

1. MMTB packet from June 5, 2025, including the Cummings and Davis evaluation.
2. MMTB meeting minutes from June 5, 2025.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to replace the two-way yield control for east and west traffic at the intersection of Cummings Ave. & Davis Ave. with two-way stop control, as recommended by the Multi-Modal Transportation Board.

MEMO

VIA EMAIL: RKearney@bhamgov.org

To: **Cpt. Ryan Kearney**
Birmingham Police Department

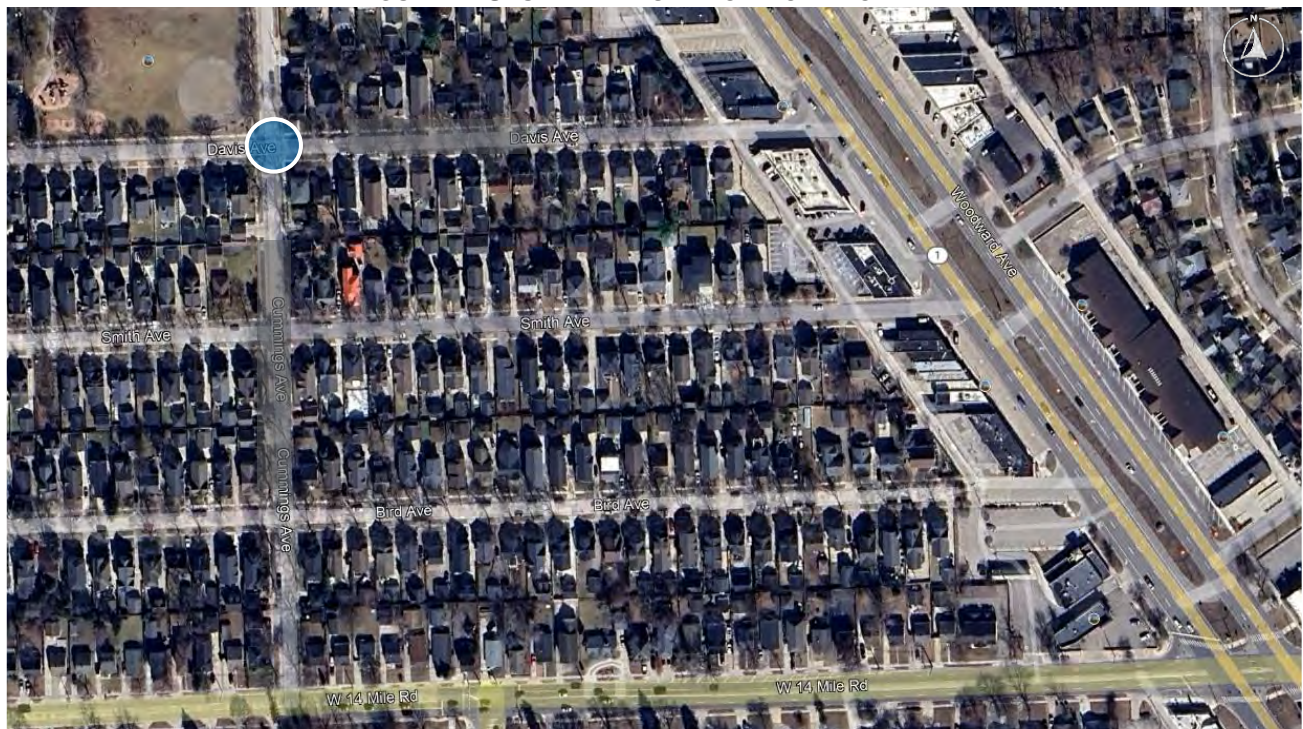
From: **Julie M. Kroll, PE, PTOE**
Haylee Rubin
Fleis & VandenBrink Engineering

Date: **May 30, 2025**

Re: **Cummings Ave. & Davis Ave.**
Intersection Evaluation

Fleis & VandenBrink (F&V) staff is pleased to present this memorandum to the City of Birmingham for your use in evaluating recommended traffic control signing for the intersection of Cummings Ave. & Davis Ave., shown in Figure 1 below. This study was performed to determine what intersection traffic control measures (if any) should be provided at the study intersection.

FIGURE 1: STUDY INTERSECTION LOCATION MAP



The guidance regarding regulatory traffic measures is provided in the *Michigan Manual of Uniform Traffic Control Devices (MMUTCD)* Sections 2B.04, 2B.06, and 2B.07. Additional information is provided in the American Association of State Highway and Transportation Officials (AASHTO) *Geometric Design of Highway and Streets (Green Book)*. F&V referenced the *MMUTCD* and additional documents to evaluate the existing

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F: 248.536.0079

www.fveng.com

intersection conditions and develop a recommendation. The results of the analysis and the recommendations are included herein.

SITE REVIEW

F&V staff performed a review of the existing intersections conditions. Key findings from the review are summarized below:

- YIELD control is provided on the Davis Avenue approaches.
- No traffic control is provided on the Cummings Avenue approaches.
- On-street parking is permitted on both sides of Cummings Avenue and Davis Avenue.
- No Parking Signs (R7-11) are provided on the west and north legs of the intersection, however pursuant to the Michigan Vehicle Code (MCL 257.674(1)(f)) parking is prohibited within 20 feet of a crosswalk and signs are not required to enforce this requirement.
- This intersection experiences higher volumes of pedestrian traffic due to the proximity to Howarth Park. The on-street parking on both Cummings Ave. and Davis Ave. are also higher during sporting events.

Further analysis was performed to determine the recommended control type at this intersection.

INTERSECTION ANALYSIS-STOP CONTROL

The study intersection is a four-leg intersection with Yield control on the Davis Ave. (east and west) approaches. Section 2B.06 of the *MMUTCD* provides the following set of criteria to evaluate in order to determine when the installation of a stop sign should be considered at an intersection.

The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

A. TRAFFIC VOLUMES

*The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day. **Not met.***

The Birmingham Police Department (BPD) collected traffic volume data on Cummings Ave. on May 7, 2025 for a period of 24-hrs. The average daily traffic volume was 658 vehicles per day. Therefore, the traffic volumes fall well below the given thresholds.

B. SIGHT DISTANCE

*A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway. **Met.***

F&V conducted an evaluation of the intersection sight distance on Davis Ave. at Cummings Ave. and compared existing conditions to the requirements for corner clearance outlined in the *AASHTO Green Book*. The evaluation indicates that the study intersection has the necessary intersection corner clearance provided there are no vehicles parked within 50 feet of the intersection. During a typical day, there is adequate sight distance, however during peak times parked vehicles will obstruct the vehicle.

C. CRASH HISTORY

*Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway. **Not met.***

The BPD provided crash data for the last 3 years. The data showed that there were four (4) crashes in the vicinity of the intersection, and all were related to parked vehicles. Therefore, there were no crashes reported at the study intersection that were correctable with STOP control on the Davis Ave. approach.

SUMMARY

- Based on the results of this evaluation is recommended that the existing Yield signs on the Davis Ave. approaches are replaced with Stop signs.

INTERSECTION ANALYSIS-MULTI-WAY STOP CONTROL

The study intersection was also evaluated to determine if All-Way Stop Control should be considered at this intersection. Section 2B.07 of the *MMUTCD* provides a set of criteria to evaluate in order to determine when the installation of multi-way stop should be considered at an intersection. The criterion encompassed in this section includes the evaluation of the following: Crash History, Traffic Volumes, and Sight Distance. The analysis is summarized below.

Multi-Way Stop Sign Criterion (MMUTCD Section 2B.07)		Met?
Crashes	<i>Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.</i>	No
Traffic Volumes	A. <i>The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day.</i> B. <i>The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but</i> C. <i>If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.</i> <i>When no single criterion is satisfied, but where Criteria A, B, and the Crash Criteria are all satisfied to 80 percent of the minimum values. Criterion C is excluded from this condition.</i>	No
Other Criteria	<i>Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.</i>	No
Multi-Way Stop Control Recommended		No

RECOMMENDATIONS

- The existing Yield Signs should be changed to Stop Signs on the Davis Ave. approaches at Cummings Ave.
- Multi-Way Stop Control is **not warranted or recommended** at the intersection of Cummings Ave. & Davis Ave.
- If the conditions and crash patterns at the study intersection changes, the City should consider reevaluating the intersection to determine if changes to the traffic control measures are warranted and recommended.

If you have any questions or concerns regarding this engineering analysis, please contact our office.

If you have any questions or concerns regarding this engineering analysis, please do not hesitate to contact our office.

cc: Leah Blizinski, City Planner
Melissa Coatta, PE, City Engineer



MEMORANDUM

Police Department

DATE: May 30, 2025

TO: Multi-Modal Transportation Board

FROM: Ryan Kearney, Police Captain
Leah Blizinski, City Planning
Melissa Coatta, Engineering Department
Julie Kroll, Fleis & Vandenbrink
Brad Strader, Cincar Consulting Group

SUBJECT: Cummings & Davis Intersection Evaluation

INTRODUCTION:

The City received requests from residents to determine if stop control should be implemented at the intersection of Cummings and Davis Avenues due to a higher volume of vehicular and pedestrian traffic flowing through the neighborhood toward Howarth Park.

BACKGROUND:

Cummings and Davis are residential streets that intersect at the southeast corner of Howarth Park. The intersection currently operates with two-way yield control at the east and west approaches on Davis Ave.

EVALUATION:

City traffic consultants from Fleis and Vandenbrink (F&V) performed a field review at the intersection of Davis and Cummings, resulting in the following findings:

- On-street parking is permitted on both sides of Cummings and Davis.
- No Parking Signs (R7-11) are provided on the west and north legs of the intersection; however, under the Michigan Vehicle Code (MCL 257.674(1)(f), parking is prohibited within 20 feet of a crosswalk, and signs are not required for enforcement.
- This intersection experiences higher volumes of pedestrian traffic due to the proximity to Howarth Park.
- The on-street parking on both Cummings and Davis is higher during sporting events.

Additionally, crash history, traffic volume, and site distance were taken into consideration. There were four crashes within the last five years in the vicinity, none of which were intersection-related.

The average daily traffic volume was 658, which falls below the given threshold. However, it was determined that parked vehicles restrict the view of the intersection during peak times.

RECOMMENDATIONS:

Based on the results of this evaluation, it is recommended that the existing yield signs on the Davis Ave. approaches at Cummings Ave. be replaced with stop signs. If the conditions and crash patterns at the study intersection change, the City should consider reevaluating the intersection to determine if changes to the traffic control measures are warranted and recommended.

SUGGESTED ACTION:

Make a motion to the City Commission to recommend adopting a resolution to replace the yield control at Cummings and Davis with two-way stop control on the east & west approaches.

**City Of Birmingham Multi-Modal Transportation Board
June 5, 2025**

151 Martin Street, City Commission Room 205, Birmingham, MI

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held June 5, 2025. The meeting was convened at 6:00 p.m.

A. Rollcall

Present: Chair Mark Doolittle; Board Members Laura Engelland, Gordon Davies, Patrick Hillberg, David Hocker, Z. Rosie Koul

Absent: None

Staff: City Planner Blizinski; City Engineer Coatta, City Transcriptionist Eichenhorn, Police Captain Kearney

C2G: Brad Strader

F&V: Julie Kroll

B. Introductions & Chair Comments

C. Review of the Agenda

D. Approval of MMTB Minutes of March 6, 2025

Motion by Koul

Seconded by Engelland to approve the minutes as amended.

Motion carried, 6-0.

VOICE VOTE

Yeas: Hillberg, Davies, Koul, Hocker, Doolittle, Engelland

Nays: None

E. Unfinished Business

F. New Business

1. Cummings & Davis

PC Kearney and Ms. Kroll presented the item. Staff and Ms. Kroll answered informational questions from the Board.

Board members raised the following points during discussion:

- The staff recommendations made sense since there are a lot of pedestrians at this intersection.
- A four-way stop might feel safer for cyclists at this intersection.
- Most of the sightline issues stem from people parking on Davis.

- In lieu of a four-way stop, it could be appropriate to indicate visually that there should not be parking within 20 feet of the intersection.
- It was helpful that further evaluation could occur after the two yield signs are replaced with Stop signs.

Motion by Koul

Seconded by Hocker to the City Commission to recommend adopting a resolution to change the eastbound-westbound yield signs to stop signs on Davis Road.

Motion carried, 5-1.

VOICE VOTE

Yeas: Davies, Koul, Hocker, Doolittle, Engelland

Nays: Hillberg

2. Eton & Maple

PC Kearney and Ms. Kroll presented the item. Staff, Ms. Kroll, and Mr. Strader answered informational questions from the Board.

Board members raised the following points during discussion:

- The MMTB may need to consider what is within the traffic engineer's purview when considering traffic engineering recommendations.
- The traffic engineer's report did reference the road safety audit (RSA). It did not reference the City's Multi-Modal Plan.
- The concern about the automobile safety queue may cause conflict with a pedestrian's ability to cross the road.
- The signage indicating pedestrians crossing may not increase pedestrian safety.
- If the goal is to prioritize pedestrian safety at the intersection, a yield sign may not sufficiently do that. The traffic engineer recommendations presently seem to focus on vehicle queuing.
- There was interest in hearing options that would prioritize the pedestrian experience, and to hear how that would impact vehicle queuing.
- Longer walk times and longer leading pedestrian intervals could be explored.
- The Commission emphasized the need to improve this intersection. The recommended sign change may not be a significant enough change.
- Since Stop signs would be more beneficial than Yield signs to pedestrians in any context, pedestrian benefit could not be the only way of determining whether a Stop sign should be implemented.
- A pedestrian indicated that it is difficult to cross Eton under any circumstances.
- The present low pedestrian counts may be due to the significant challenges of the intersection.
- The MMTB is charged with increasing pedestrian traffic, and should use the tools at its disposal to do so.
- Cycling under the tunnel is challenging.
- The proposed design of the intersection would be better than the present circumstances.
- Better light control, signage, or other visual cues to discourage vehicles blocking the

intersection could improve the safety of the intersection.

- Finding ways of encouraging vehicles to stop at the Stop bars would be appropriate.
- 'Stop here on red' and 'Yield to pedestrians' might offer the most benefit before further improvement of the intersection, which is scheduled for 2030.
- At this intersection, making driver- and truck-friendly improvements conflicts with making meaningful pedestrian and cyclist improvements.
- There was concern that the Commission asked the MMTB to consider aspects of the RSA, and that the MMTB's motion might not sufficiently address the RSA.
- The motion could emphasize that the present recommendations were not an attempt to comprehensively address the RSA at this time.

Motion by Koul

Seconded by Doolittle for southbound N. Eton, in agreement with the RSA and the recommendation by City staff, to install the 'No Right Turn on Red'.

Motion carried, 6-0.

VOICE VOTE

Yeas: Hillberg, Davies, Koul, Hocker, Doolittle, Engelland

Nays: None

Motion by Koul

Seconded by Engelland in recognition and respect of the road safety audit, our City staff, and our consultants, in the evaluation of options for S. Eton and Maple, we recognize that options include traffic safety revision, which is currently planned for 2030, and for our current budget year, recognizing constraints of truck vehicle clearance for turns, vehicle queuing along the property of restaurants, commercial property, and condos, and pedestrian safety, that we recommend to install, at the white line for northbound traffic, to say 'Stop here on red', and to say 'Yield to pedestrians'.

Board comments on the motion were as follows:

- **The recommendations were constrained by the need to ensure truck-turning clearance, the need to effectively respond to vehicle-queuing which can impede access to restaurants, commercial properties, and the condos, and the need to promote pedestrian safety.**
- **The Board was limited in the options it could recommend because of the multiple priorities for this intersection.**

Motion carried, 6-0.

VOICE VOTE

Yeas: Hillberg, Davies, Koul, Hocker, Doolittle, Engelland

Nays: None

G. Communications

1. N. Adams & Dorchester

2. Lincoln & Woodward

Communications may be found in the evening's agenda packet.

H. Meeting Open to the Public for items not on the Agenda

It was noted that the City received a \$2.2 million grant in order to update Eton, and that MDOT was seeking opinions about the Woodward Corridor Plan.

Board members raised the following points during discussion:

- A potential future MMTB field trip should be postponed until there was a multi-modal attraction the Board would like to visit.
- The field trip should be scheduled outside of regular business hours in order to accommodate more Board members.
- It would be useful to fill Board vacancies in advance of the fall, when one Board member anticipated having a period of absence.
- After an MMTB recommendation is reviewed at the Commission level, the next MMTB agenda should include an opportunity to debrief about the Commission discussion. This would allow the MMTB to learn lessons for future project review processes.
- The MMTB should decide how it can better approach upcoming fiscal year projects.
- It would be helpful to understand the plan for Brown from Pierce to Woodward.
- It might be appropriate for there to be a presentation so the MMTB may better understand the RSA process, and to understand City staff's findings for the RSA recommendations.
- When there are occurrences within the City that could impact the MMTB's work, such as possible changes to special assessment districts, it would be helpful to have those topics flagged for the Board.
- It would be helpful if the Board could be provided with advance notice for when an MMTB recommendation will be reviewed by the Commission.

I. Adjournment

No further business being evident, the Board adjourned at 8:00 p.m.

Leah Blizinski, City Planner



Laura Eichenhorn, City Transcriptionist



MEMORANDUM

Engineering Department

DATE: July 9, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Birmingham Towers Construction Staging and Construction Coordination Agreement, Request for Extension

INTRODUCTION:

The Birmingham Towers development at 479 S. Old Woodward entered into a Construction Staging and Construction Coordination Agreement in 2023 for use of the City's right-of-way as their construction staging area. The agreement between the City, Markus Management Group LLC, and The Alan Group outlines the rights and obligations of using the City's right-of-way on Hazel Street, and on S. Old Woodward. The agreement was presented to the City Commission on October 16, 2023 and was approved. The agreement expired on July 1, 2025. The Markus Management Group LLC has indicated that due to complicated underground work, that has slowed construction they are requesting a one-year extension to the agreement to expire on July 1, 2026.

BACKGROUND:

Markus Management LLC, the owner of 479 S. Old Woodward, received approval to demolish the existing building in August 2023, the Building Permit to construct the building foundation in October 2023, and the Building Permit for construction of the structure in July 2024. The completed structure will consist of a new five (5) story building that will include two levels of underground parking, one story of retail, two stories of office, and two stories of residential.

The approved Construction Staging and Construction Coordination Agreement is for the use of portions of the City's right-of-way on Hazel Street, and a portion of the S. Old Woodward sidewalk for construction staging area during the construction of the new building. City staff had recommended the agreement between the City, Markus Management Group LLC, and The Alan Group to reconstruct and install proposed streetscape improvements on Hazel Street upon completion of the building.

LEGAL REVIEW:

The City Attorney previously reviewed and approved the proposed Construction Staging area and Construction Coordination Agreement between the City, Markus Management Group, LLC, and The Alan Group. The City Attorney has also reviewed the requested amendment for extension and drafted an addendum to the original agreement for an extension of the agreement until July 1, 2026.

FISCAL IMPACT:

There are no proposed fiscal impacts to the City. All proposed improvements on Hazel Street and S. Old Woodward will be completed at the expense of Markus Management Group, LLC and/or The Alan Group.

SUSTAINABILITY:

N/A

PUBLIC COMMUNICATIONS:

Previous public meetings occurred during the site plan approval process. City staff has had meetings with Markus Management Group LLC and The Alan Group concerning coordination, and their logistic plans. Any additional required construction communication is the responsibility of Markus Management Group, LLC, and The Alan Group.

SUMMARY:

City Staff recommends the City Commission approve the addendum to the Construction Staging Area and Construction Coordination Agreement with Markus Management Group, LLC and The Alan Group to ensure the proper use of the City's right-of-way for construction staging and final restoration of the City property.

ATTACHMENTS:

- Addendum to the Agreement for Construction Staging Area and Construction Coordination
- 479 S. Old Woodward/Birmingham Towers Construction Staging Area and Construction Coordination Agreement with Exhibits

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a one-year extension to the Construction Staging Area and Construction Coordination Agreement with Markus Management Group, LLC and The Alan Group for the coordination of construction activities related to 479 S. Old Woodward on Hazel Street and S. Old Woodward and authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.

**ADDENDUM TO THE AGREEMENT FOR
CONSTRUCTION STAGING AREA AND CONSTRUCTION COORDINATION BETWEEN
THE CITY OF BIRMINGHAM, MARKUS MANAGEMENT GROUP, LLC,
AND THE ALAN GROUP**

THIS ADDENDUM made and entered into as of ____ day of July of 2025 by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, MI ("City") and **MARKUS MANAGEMENT GROUP, LLC**, a Michigan Corporation, whose address is 251 East Merrill Street, Suite #205, Birmingham, MI 48009 ("Markus Management Group") and **THE ALAN GROUP**, a Michigan Corporation, whose address is 1800 Brinston Drive, Troy, MI 48083 ("Alan Group").

WHEREAS, the parties entered into an original 479 S. Old Woodward Construction Coordination Agreement on October 16, 2023; and

WHEREAS, paragraph 12 of the contract states:

"Term of Agreement. This Agreement shall commence on the date of the Mayor's signature below, provided, however, that Markus Management Group and/or Alan Group shall notify the City not less than seven (7) days in advance of the date when Markus Management Group and/or Alan Group intends to commence construction of barricades to enclose the CSA. This Agreement shall terminate upon completion of construction of the Building, or on July 1st, 2025, whichever occurs first, subject to an extension of up to 60 days upon written notice from Markus Management Group and/or Alan Group and agreement by the City, not less than thirty (30) days prior to termination date if an extension is necessary in order to complete the Building."

WHEREAS, the manager of Birmingham Tower Partners, LLC, Doraid Markus has requested in a letter to seek an extension of the Agreement until July 1, 2026 as demonstrated in Attachment A; and

WHEREAS, pursuant to paragraph 12, this extension can only occur by an Addendum of the Agreement.

NOW THEREFORE, in consideration of the mutual convenience and agreements contained herein, the parties agree as follows:

1. The deadline specified in the original Agreement is hereby extended to either completion of the project or July 1, 2026, whichever shall come first.
2. Except as expressly modified by this Addendum all of the terms and conditions of the original Agreement shall remain in full force and effect.
3. This Addendum constitutes the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior discussions or agreement regarding such changes only as to paragraph 12.

IN WITNESS WHEREOF, the said parties have caused this Addendum to be executed on this _____ day of July, 2025.

MARKUS MANAGEMENT GROUP

By: _____

Its: member

STATE OF Michigan
COUNTY OF Oakland) ss:

On this 9th day of July, 2025, before me personally appeared Thomas Shaffou, who acknowledged that with authority on behalf of **MARKUS MANAGEMENT GROUP** to do so he/she signed this Agreement.

Suzanne M. Pedigo
Suzanne M. Pedigo, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 9/12/30

SUZANNE M. PEDIGO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 12, 2030
ACTING IN COUNTY OF Oakland

THE ALAN GROUP

By: [Signature]

Its: Project Manager

STATE OF Michigan)
COUNTY OF Oakland) ss:

On this 9th day of July, 2025, before me personally appeared Matthew Commey who acknowledged that with authority on behalf of **THE ALAN GROUP** to do so he/she signed this Agreement.

[Signature]

Notary Public

Oakland County, Michigan

Acting in Oakland County, Michigan

My commission expires: 9/12/30

SUZANNE M. PEDIGO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 12, 2030
ACTING IN COUNTY OF Oakland

CITY OF BIRMINGHAM

APPROVED:

[Signature]

Jana Ecker, City Manager
(Approved as to substance)

[Signature]

Jeff Zielke, Building Official
(Approved as to substance)

[Signature]

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

[Signature] for MC

Melissa A. Coatta, City Engineer
(Approved as to substance)

ATTACHMENT A



MARKUS
MANAGEMENT

June 4, 2025
Birmingham Building Department
151 Martin Street
Birmingham, Michigan 48009

Re: Development of 479 S. Old Woodward, Birmingham, Michigan
Birmingham Tower Partners, LLC

To Whom It May Concern,

I represent the ownership for the above listed development. We are currently constructing a 5-story mixed-use building. The building will include 2 underground decks and at-grade parking.

The current Construction Staging and Construction Coordination Agreement dated October 16, 2023(a copy of which is attached) is set to expire on July 1, 2025. We are asking that the City extend the expiration date until July 1, 2026. We have been delayed with the very complicated underground work on this development and that is the reason for the delay. We have been very careful and have moved cautiously to ensure that no damage would occur to the adjacent Birmingham Place building.

Additionally, it is important to note the original Agreement, although drafted earlier, did not allow us to start construction until October 16, 2023. Thus, we have been constrained in our construction time line based on the allowable start date.

Sincerely,

Doraid Markus

Doraid Markus
Manager
Birmingham Tower Partners, LLC

251 E. Merrill, Suite 236
Birmingham, MI 48009
(248) 203-9090 Office
(248) 203-9009 Fax

Agreed to by:

Jana L. Ecker
City Manager
151 Martin Street
PO BOX 3001
Birmingham, MI 48009

Re: Development of 479 S. Old Woodward, Birmingham, Michigan

251 E. Merrill, Suite 236
Birmingham, MI 48009
(248) 203-9090 Office
(248) 203-9009 Fax

CONSTRUCTION STAGING AREA AND CONSTRUCTION COORDINATION AGREEMENT

THIS CONSTRUCTION STAGING AREA AND CONSTRUCTION COORDINATION AGREEMENT ("the Agreement") is made this 16 day of, October 2023 by and between the CITY OF BIRMINGHAM, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, MI 48009 ("City"), MARKUS MANAGEMENT GROUP, LLC, a Michigan Corporation, whose address is 251 East Merrill Street, Suite #205, Birmingham, MI 48009 ("Markus Management Group") and THE ALAN GROUP, a Michigan Corporation, whose address is 1800 Brinston Drive, Troy, MI 48083 ("Alan Group").

RECITALS

- A. Markus Management Group is the owner of the property located at 479 S. Old Woodward Avenue, Birmingham, ("the Parcel") upon which Markus Management Group will demolish two existing buildings and construct a new five (5) story building that will include two levels of underground parking, one story of retail, two stories of office and two stories of residential ("the Building") commencing in the fall of 2023 with a planned completion date of Summer 2025. The Parcel's western border runs parallel with and adjacent to S. Old Woodward, the Parcel's east border runs parallel with and adjacent to Woodward Avenue, and the Parcel's southern border runs parallel with and adjacent to Hazel Street. The legal description of the Markus Management Group Parcel is attached as Exhibit A.
- B. S. Old Woodward and Hazel Street are public rights of way owned by the City. Woodward Ave. right of way is owned by the Michigan Department of Transportation ("MDOT").
- C. All construction on the Markus Management Group Parcel will be completed by Alan Group Construction. Representatives of Markus Management Group and Alan Group Construction have met with the City to coordinate the construction activities related to the Building. To construct the Building, it will be necessary to secure a Construction Staging Area ("the CSA") for storage and staging during construction, which will include the Markus Management Group Parcel and a portion of the S. Old Woodward, and Hazel Street rights of way as shown in Exhibit B.
- D. As Markus Management Group and/or Alan Group will be occupying the portion of the CSA located in the S. Old Woodward, and Hazel Street rights of way, it will be necessary for Markus Management Group and/or Alan Group to perform a complete reconstruction of the roadway and streetscape in the CSA, at their cost, after construction of the Building is complete in accordance with the plans detailed in Exhibit C.

THEREFORE, the Parties agree as follows:

- 1. Recitals. The Recitals above are hereby incorporated into and made a part of this Agreement.

2. Construction Staging Area. The City shall permit Markus Management Group and/or Alan Group to utilize public property along S. Old Woodward, and Hazel Street as a CSA in accordance with Exhibit B. Markus Management Group and/or Alan Group shall be responsible, at their own expense, for the installation and maintenance of signs, barricades, fencing, and gates to enclose the CSA and to prohibit access to the staging area by the public. Markus Management Group and/or Alan Group shall utilize jersey barriers with 6' high chain link fencing with privacy screening along Woodward Ave. and S. Old Woodward, and 6' high chain link fencing with privacy screening on Hazel to enclose the CSA. Appropriate signage shall be erected indicating that the staging area is closed to the public and directing pedestrians to alternate access routes. The barriers and signage shall not be constructed until requisite approvals and permits are given and issued by the City, and thereafter shall be constructed in accordance with applicable laws, ordinances, and regulations and the drawing marked as Exhibit D.
3. Maintenance of CSA. Markus Management Group and/or Alan Group shall maintain the CSA in a secure and safe condition throughout the term of this Agreement. All water valves and storm and sanitary manholes within the CSA shall be accessible to the City or its contractors at all times for operation and maintenance. Placing any materials or parking any vehicles or equipment over the manholes or valve boxes is prohibited. Fire hydrants shall be accessible to the Birmingham Fire Department, and a three (3) foot clear zone around the fire hydrant must be maintained at all times, except for any fire hydrant that the City agrees should be removed and the supply capped (both at Markus Management Group's expense) for reinstallation once the Building is completed. The Birmingham Fire Department may require, and Markus Management Group and/or Alan Group shall install signage over the fire hydrants on the fencing to indicate "hydrant." "Knox Box" padlocks keyed for Birmingham, Michigan will be required for CSA fencing gate access. These locks will be married with an ordinary padlock and chain for emergency access. Markus Management Group and/or Alan Group is further responsible to contact the provider(s) of other utility, energy or telecommunication lines to ensure that access to those providers' lines is not adversely affected during this time.
4. Construction Site Enclosure. Markus Management Group and/or Alan Group shall provide building plans that detail the actual distances to scale between the Building and the construction barriers for each stage of the demolition and construction. Compliance with Sec. 3306 of the Michigan Building Code must be demonstrated for barrier placements. Barrier placements must be placed in a manner to protect pedestrians from any and all construction activity. Construction fencing and barriers are permitted on City property in the locations shown on the approved Logistics Plan attached as Exhibit E.
5. Construction Crane Placement. Markus Management Group and/or Alan Group shall obtain approval from the City for the location of the base of the crane, which shall be determined and agreed upon by the City prior to the commencement of any construction activity. The crane is allowed on Hazel Street. Should any portion of the crane project into any other private or public air space, Markus Management Group and/or Alan Group shall obtain a written agreement from the necessary property owners.

6. Building Construction Oversight. Markus Management Group and/or Alan Group acknowledges that there shall be periodic safety checks at the construction site by the City to ensure Code compliance. Markus Management Group and/or Alan Group agree to provide contact information for a locally residing project manager prior to any work commencing.
7. Vehicular Circulation and Ingress/Egress. Markus Management Group and/or Alan Group shall require all construction and related vehicles to follow the ingress/egress plan attached as part of the Logistics Plan attached as Exhibit E. The City shall allow Markus Management Group and/or Alan Group to use S. Old Woodward, and Hazel Street, with the provision that no construction traffic will be permitted on S. Old Woodward north of the Parcel.
8. Pedestrian Circulation. Markus Management Group and/or Alan Group shall ensure pedestrian route signage is installed in accordance with the pedestrian plan attached as part of the Logistics Plan attached as Exhibit E.
9. Road Closures. Markus Management Group and/or Alan Group shall inform the City of any temporary street or lane closures throughout the entirety of the project, and obtain the required permits for closure. Markus Management Group and/or Alan Group shall coordinate with adjacent property owners to minimize the closure of lanes and for public protection. Markus Management Group road closures shall be coordinated with City project closures.
10. Reconstruction of Hazel Street Right of Way. Markus Management Group agrees that it will reconstruct the Hazel Street right of way from the north Hazel right of way line to the back of the south sidewalk line on the south portion of Hazel Street, at its own cost. Markus Management Group and/or Alan Group shall match the road elevation at the gutter pan at S. Old Woodward and Woodward Ave. when the area is constructed by Markus Management Group and/or Alan Group. Markus Management Group and/or Alan Group shall retain design professionals beyond the design and execution of the construction of the streetscape and shall monitor the construction to ensure that the construction of the streetscape is performed according to plan and acceptable to the City of Birmingham. The City reserves the right to approve the design professionals selected as well as the contractor who performs the work. The concrete work is highly specialized, therefore, pre-approval by the City of the list of contractors must be provided prior to construction. Markus Management Group and/or Alan Group shall provide the City with approved shop drawings and certifications showing compliance with the specifications provided in Exhibit F, as well as the opportunity for the City to perform inspections of all forms for streetscape items, including but not limited to, form inspections for concrete work. Markus Management Group and/or Alan Group shall provide the City with copies of all third party testing for items associated with the roadway and streetscape items to be installed in the CSA along S. Old Woodward.

11. Condition of S. Old Woodward and Hazel Street Right of Way at Expiration of Agreement. Unless otherwise agreed by the parties, at the conclusion of the term of this Agreement, Markus Management Group and/or Alan Group shall remove all barricades, signs, equipment, construction materials, and debris from the CSA located on S. Old Woodward and Hazel Street. The City shall require Markus Management Group and/or Alan Group to repave Hazel and to remove and replace any curb, gutters, and sidewalks on S. Old Woodward at the sole discretion and direction of the City.
12. Term of Agreement. This Agreement shall commence on the date of the Mayor's signature below, provided, however, that Markus Management Group and/or Alan Group shall notify the City not less than seven (7) days in advance of the date when Markus Management Group and/or Alan Group intends to commence construction of barricades to enclose the CSA. This Agreement shall terminate upon completion of construction of the Building, or on July 1st, 2025, whichever occurs first, subject to an extension of up to 60 days upon written notice from Markus Management Group and/or Alan Group and agreement by the City, not less than thirty (30) days prior to termination date if an extension is necessary in order to complete the Building.
13. Insurance. Markus Management Group and Alan Group shall obtain and maintain the following and the City as an insured or additional insured:
- a. Workers' Compensation Insurance: Procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - b. Commercial General Liability Insurance: 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.
 - c. Motor Vehicle Liability: 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.
 - d. Pollution Liability Insurance: 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.
 - e. Additional Insured: Commercial General Liability, Motor Vehicle Liability Insurance, and Pollution Insurance, as described above, shall include an endorsement starting 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.

- f. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Pollution 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.
- g. Owners Contractors Protective Liability: 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 "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

Markus Management Group and Alan Group shall maintain insurance coverage throughout the term of the Agreement in accordance with insurance binders attached as Exhibit G.

14. Hold Harmless and Indemnification. To the fullest extent permitted by law, Markus Management Group and Alan Group and any entity and/or person for whom Markus Management Group or Alan Group 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 Markus Management Group and/or Alan Group, including their employees and agents, in the performance of the 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.

15. Disputes. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If all 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. This Agreement shall be governed by the laws of the State

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

16. Permits. Markus Management Group and/or Alan Group shall apply for, secure and maintain all permits and approvals as may be required in accordance with all applicable laws and ordinance of the City, State of Michigan, Federal agencies, and any other governmental entities.
17. Default. Any violation of this Agreement may result in a Stop Work Order until compliance is achieved. Should Markus Management Group and/or Alan Group fail to perform any of its obligations hereunder, Markus Management Group and/or Alan Group shall be in default of this Agreement and the City may take any and all remedial actions including, but not limited to, completion of the work set forth in this Agreement and/or site restoration and/or termination of the Special Land Use Permit for Markus Management Group. Upon default, should the City elect to perform said work, the City shall provide invoices to Markus Management Group and/or Alan Group for the work performed. Markus Management Group and/or Alan Group shall immediately reimburse the City for all costs of work performed and necessitated by the default, including attorney fees. In the event Markus Management Group and/or Alan Group fails to reimburse the City, or any part thereof, the City may transfer said amount to the tax roll for the Markus Management Group Parcel in accordance with Section 1-14 of the Birmingham City Code.
18. Interpretation. This Agreement is to be construed and interpreted under the laws of the State of Michigan. This Agreement contains the entire agreement between the parties as to its subject matter and may not be modified or amended except in writing signed by both parties. The captions are for reference only and shall play no part in the interpretation of this Agreement. The recitals and all attached exhibits are integral parts of this Agreement.
19. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successor(s), but it may not be assigned by any party without the prior written consent of the other parties, which shall not be unreasonably denied. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity, which is not a party to this Agreement.
20. Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or one (1) day after being sent by overnight courier, or three (3) days after being mailed by registered mail, return receipt requested, to the following address (or any other address that is specified in writing by either party):

To Markus Management Group:

251 E. Merrill #205
Birmingham ME 48009

To Alan Group:

1800 Brimston Drive
Troy ME 48063

To City:

Jana L. Ecker, City Manager
151 Martin Street, P.O. Box 3001
Birmingham, MI 48009

With copy to:

Mary Kucharek, City Attorney
Beier Howlett, P.C.
151 Martin Street, P.O. Box 3001
Birmingham, MI 48009

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, enter into this Agreement effective on the date above written.

MARKUS MANAGEMENT GROUP

By: [Signature]
Its: Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 11th day of October, 2023, before me personally appeared David Markus who acknowledged that with authority on behalf of Markus Management Group to do so he/she signed this Agreement.

[Signature]
Notary Public

NATASHA OURO
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Aug 18, 2024
Acting in County of _____ County, Michigan
My commission expires: 4-18-24

THE ALAN GROUP

By: [Signature]
Its: Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 11th day of October, 2023, before me personally appeared Brad Chynacki, who acknowledged that with authority on behalf of The Alan Group to do so he/she signed this Agreement.

Natasha Ouro
Notary Public

Oakland County, Michigan

Acting in Oakland County, Michigan

My commission expires: 4-18-25

NATASHA OURO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Apr 18, 2025
ACTING IN COUNTY OF Oakland

CITY OF BIRMINGHAM:

By: Therese Longe
Therese Longe, Mayor

Date: 10-16-23

By: Alex D. Bingham
Alexandria D. Bingham, City Clerk

Date: 10-16-23

APPROVED:

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

Bruce R. Johnson
Bruce R. Johnson, Building Official
(Approved as to substance)

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

Melissa A. Coatta
Melissa A. Coatta, City Engineer
(Approved as to substance)

EXHIBIT A

PARCEL "A" LEGAL DESCRIPTION

(per Fidelity National Title Insurance Company, Commitment No. 17-110744, dated January 5, 2017)

LAND SITUATED IN THE CITY OF BIRMINGHAM, COUNTY OF OAKLAND, AND STATE OF MICHIGAN, DESCRIBED AS:

SOUTH PART OF LOT 7 OF ASSESSOR'S PLAT NO. 13, CITY OF BIRMINGHAM, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 51 OF PLATS, PAGE 15, OAKLAND COUNTY RECORDS, DESCRIBED AS BEGINNING AT SOUTHWEST CORNER LOT 7; THENCE NORTHERLY ON WEST LINE SAID LOT, 40.28 FEET; THENCE EASTERLY 58.9 FEET; THENCE NORTHERLY AT RIGHT ANGLE 14.96 FEET; THENCE EASTERLY AT RIGHT ANGLE 65.37 FEET; THENCE NORTHERLY AT RIGHT ANGLE 8.4 FEET; THENCE EASTERLY AT RIGHT ANGLE 104.44 FEET TO EAST LINE SAID LOT; THENCE SOUTHERLY ALONG EAST LOT LINE, 68.25 FEET TO SOUTHEAST CORNER SAID LOT; THENCE WESTERLY ALONG SOUTH LOT LINE 211.60 FEET TO POINT OF BEGINNING.

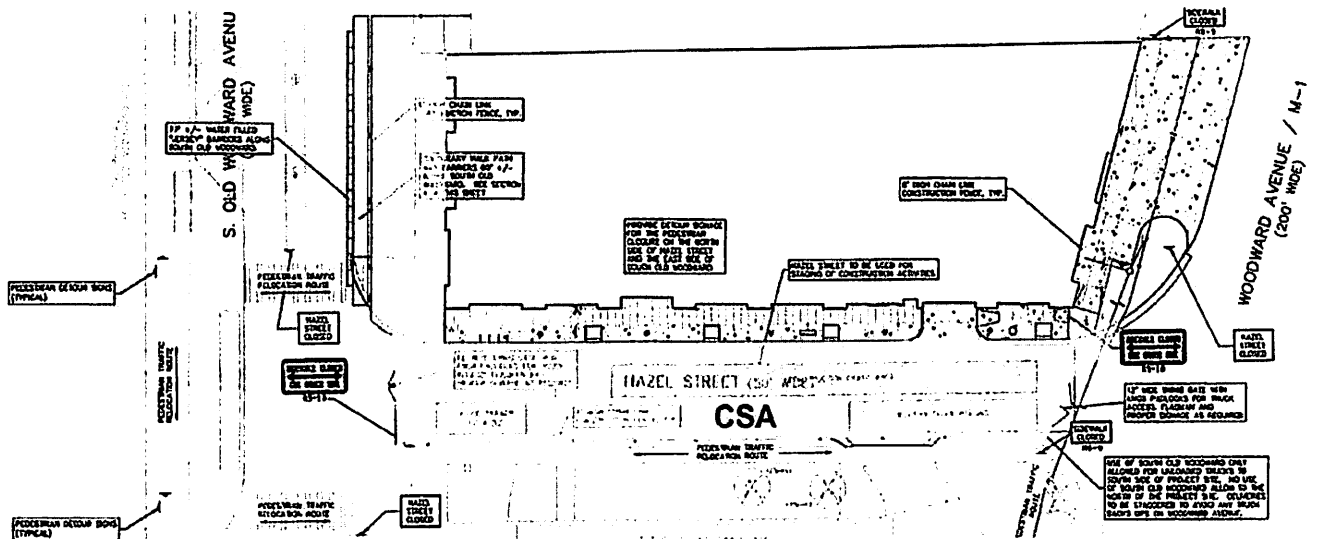
PARCEL "B" LEGAL DESCRIPTION

(per First American Title Insurance Company, Commitment No. TC13-69882, dated February 9, 2017)

LAND SITUATED IN THE CITY OF BIRMINGHAM, COUNTY OF OAKLAND, AND STATE OF MICHIGAN, DESCRIBED AS:

THE NORTHERLY PART OF LOT 7 OF ASSESSOR'S PLAT NO. 13, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 51 OF PLATS, PAGE 15, OAKLAND COUNTY RECORDS, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 7 ON THE EASTERLY LINE OF 100 FOOT WOODWARD AVENUE; THENCE EASTERLY ALONG NORTHERLY LINE OF SAID LOT, A DISTANCE OF 234.98 FEET TO THE WESTERLY LINE OF 200 FOOT HUNTER BLVD. OF THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID HUNTER BLVD. OR EASTERLY LINE OF SAID LOT 7, A DISTANCE OF 21.15 FEET TO EXTENSION OF NORTH FACE OF WALL OF GARAGE BUILDING LOCATED ON SOUTHERLY PART OF SAID LOT 7; THENCE WESTERLY ALONG SAID EXTENSION OF NORTH FACE OF WALL AND ALONG SAID NORTH FACE OF WALL 104.44 FEET TO A CORNER OF SAID GARAGE BUILDING; THENCE SOUTHERLY AT RIGHT ANGLES ALONG WESTERLY FACE OF WALL OF SAID GARAGE BUILDING 8.40 FEET TO A CORNER OF SAID GARAGE BUILDING; THENCE WESTERLY AT RIGHT ANGLES ALONG NORTH FACE OF WALL OF SAID GARAGE BUILDING 65.37 FEET TO A CORNER OF SAID GARAGE BUILDING; THENCE SOUTHERLY AT RIGHT ANGLES ALONG WEST FACE OF WALL OF SAID GARAGE BUILDING 14.96 FEET TO A CORNER OF SAID GARAGE BUILDING; THENCE WESTERLY AT RIGHT ANGLES ALONG NORTH FACE OF WALL OF SAID GARAGE BUILDING AND EXTENSION OF SAME 58.90 FEET TO WESTERLY LINE OF SAID LOT 7; THENCE NORTHERLY ALONG SAID WESTERLY LINE 40.28 FEET TO THE POINT OF BEGINNING.

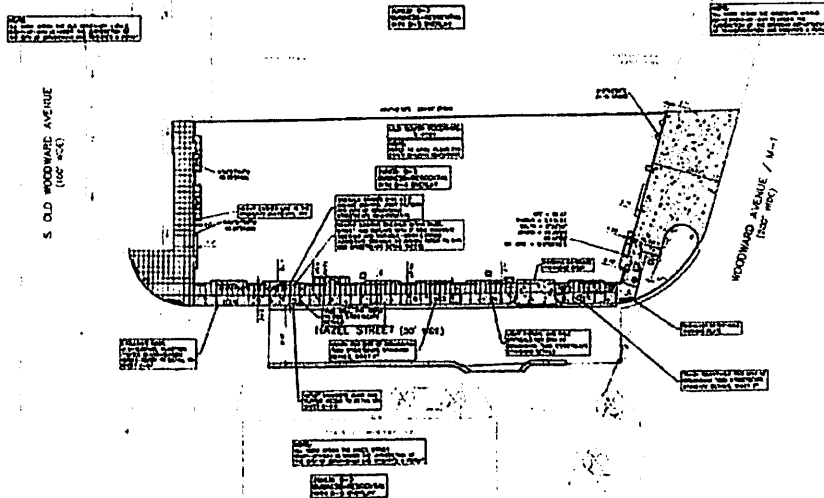
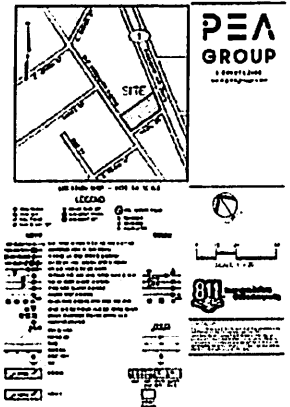
5K



NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.

PLANNING NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.

EXHIBIT C - SHEET 2 OF 4



CLIENT
 MARKUS
 MANAGEMENT
 GROUP, LLC
 1000 10th Ave
 Birmingham, AL 35203

PROJECT NAME
 BIRMINGHAM
 TOWERS
 MIXED USE
 1000 10th Ave
 Birmingham, AL 35203

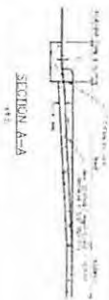
PLANNING
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.

STREETSCAPE PLAN

PEA GROUP
 3000 10th Ave
 Birmingham, AL 35203

C-3.2

EXHIBIT C - SHEET 3 OF 4



SECTION A-A



SECTION B-B



SECTION G-G

SECTION H-H



SIDEWALK RAMP TYPE 1



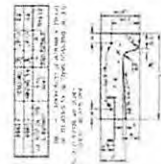
CURB RAMP FOR DISABLED



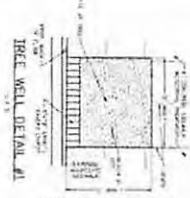
ELEV VIEW



SIDEWALK RAMP TYPE 3



MOOT DETAIL F



IRRE WALL DETAIL #1



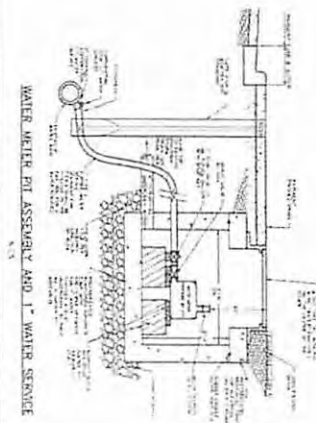
IRRE WALL DETAIL #2



EXPOSED AGGREGATE WALK DETAIL



SAW CUT AND EXPANSION JOINT DETAIL FOR CONCRETE SIDEWALK



WATER WATER PIT ASSEMBLY AND 1" WATER SERVICE



CONCRETE PAVEMENT APPROACH TO SIDEWALK DETAIL

NOTES:

1. ALL CONCRETE SHALL BE 4000 PSI STRENGTH.
2. ALL CONCRETE SHALL BE 4" THICK UNLESS OTHERWISE NOTED.
3. ALL CONCRETE SHALL BE 4" THICK UNLESS OTHERWISE NOTED.
4. ALL CONCRETE SHALL BE 4" THICK UNLESS OTHERWISE NOTED.
5. ALL CONCRETE SHALL BE 4" THICK UNLESS OTHERWISE NOTED.
6. ALL CONCRETE SHALL BE 4" THICK UNLESS OTHERWISE NOTED.
7. ALL CONCRETE SHALL BE 4" THICK UNLESS OTHERWISE NOTED.
8. ALL CONCRETE SHALL BE 4" THICK UNLESS OTHERWISE NOTED.
9. ALL CONCRETE SHALL BE 4" THICK UNLESS OTHERWISE NOTED.
10. ALL CONCRETE SHALL BE 4" THICK UNLESS OTHERWISE NOTED.

NO.	DESCRIPTION
1	CONCRETE SIDEWALK
2	CONCRETE SIDEWALK
3	CONCRETE SIDEWALK
4	CONCRETE SIDEWALK
5	CONCRETE SIDEWALK
6	CONCRETE SIDEWALK
7	CONCRETE SIDEWALK
8	CONCRETE SIDEWALK
9	CONCRETE SIDEWALK
10	CONCRETE SIDEWALK

[illegible]

EXHIBIT F - SHEET 1 OF 5

CONCRETE MATERIALS

1. CONCRETE STRENGTH SHALL MEET THE FOLLOWING 28-DAY COMPRESSIVE STRENGTHS (f' c), UON:

RETAINING WALLS:	4,000 PSI	1
ACIP PILES:	5,000 PSI	
MAT FOUNDATIONS:	4,000 PSI	
GRADE BEAMS:	4,000 PSI	
NON-SHRINK GROUT:	6,000 PSI	
SLAB ON GRADE:	4,000 PSI	
CONCRETE ON STEEL DECK:	4,000 PSI LIGHTWEIGHT	
FORMED CONCRETE SLABS AND BEAMS:	5,000 PSI	2
CONCRETE SHEAR WALLS (STAIR & ELEVATOR CORE BELOW GRADE):	5,000 PSI	

2. PROVIDE NORMALWEIGHT CONCRETE WITH CURED DENSITY OF 145 +/- 5 PCF, AND AGGREGATE CONFORMING TO ASTM C33, UON. WHERE INDICATED, PROVIDE LIGHTWEIGHT CONCRETE WITH CURED DENSITY OF 112 +/- 3 PCF AND AGGREGATE CONFORMING TO ASTM C330.
3. THE USE OF CALCIUM CHLORIDE AND OTHER CHLORIDE CONTAINING AGENTS IS PROHIBITED. THE USE OF RECYCLED CONCRETE IS PROHIBITED. PLACEMENT WITHIN AND CONTACT BETWEEN ALUMINUM ITEMS, INCLUDING ALUMINUM CONDUIT, AND CONCRETE IS PROHIBITED.

CONCRETE REINFORCEMENT

1. ALL CONCRETE SHALL INCLUDE REINFORCEMENT. IF REINFORCEMENT IS NOT SPECIFICALLY INDICATED ON THE DRAWINGS VERIFY WITH THE EOR
2. REINFORCEMENT SHALL CONFORM TO THE FOLLOWING STANDARDS AND MATERIAL PROPERTIES UON:

DEFORMED BARS:	ASTM A615 GRADE 60
WELDABLE DEFORMED BARS:	ASTM A708
EPOXY COATED DEFORMED BARS:	ASTM A615 / A775
WELDED WIRE REINFORCEMENT:	ASTM A1064
EPOXY COATED WELDED WIRE REINFORCEMENT:	ASTM A1064 / A884

3. DETAIL REINFORCEMENT BASED ON THE PROJECT REQUIREMENTS, ACI-318 AND ACI-315, UON.
4. WHERE A 90-DEG, 135-DEG OR 180-DEG HOOK IS GRAPHICALLY INDICATED, PROVIDE CORRESPONDING ACI STANDARD HOOKS UON.
5. DOWELS SHALL MATCH SIZE AND SPACING OF MAIN REINFORCEMENT UON.
6. REINFORCEMENT SHALL HAVE CONCRETE PROTECTION (CLEAR COVER) PER ACI 318 UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
7. LAP REINFORCEMENT ONLY AT LOCATIONS AS SPECIFICALLY DETAILED ON THE DRAWINGS EXCEPT REINFORCEMENT MARKED AS CONTINUOUS CAN BE SPLICED AT LOCATIONS DETERMINED BY CONTRACTOR USING TENSION LAP SPLICES (LTS). SEE LAP SPlice AND EMBEDMENT SCHEDULE.
8. UNLESS OTHERWISE NOTED ALL LAP SPLICES ARE TO BE TENSION LAP SPLICES PER LAP SPlice AND EMBEDMENT SCHEDULE.
9. PROVIDE MECHANICAL SPLICES FOR BARS LARGER THAN #11 OR WHERE INDICATED. PROVIDE TENSILE, PRE-QUALIFIED, WELDED OR THREADED MECHANICAL SPLICES UON.
10. LAP WELDED WIRE REINFORCEMENT TWO PANEL SPACINGS, UON.
11. PROVIDE LAP SPlice LOCATIONS AS FOLLOWS, UON:

- A. GRADE BEAM / WALL (TOP HORIZONTAL REINFORCEMENT): AT CENTER OF SPAN
- B. GRADE BEAM / WALL (BOTTOM HORIZONTAL REINFORCEMENT): AT SUPPORTS
- C. WALL INSIDE FACE (VERTICAL REINFORCEMENT): AT SUPPORT
- D. WALL OUTSIDE FACE (VERTICAL REINFORCEMENT): AT STORY MIDHEIGHT OF WALL FOR BELOW GRADE FOUNDATION WALLS, AT SUPPORT FOR OTHER WALLS
- E. UNLESS OTHERWISE NOTED TERMINATE BARS AT DISCONTINUOUS ENDS WITH STANDARD HOOKS.

12. PROVIDE EPOXY COATED REINFORCEMENT AND ACCESSORIES IN AREAS OF DIRECT EXPOSURE TO THE ENVIRONMENT, CHEMICALS, OR DE-ICING FOR THE AREAS INDICATED ON THE DRAWINGS.

CONCRETE CONSTRUCTION AND CONTRACTION JOINTS

1. PROVIDE CONSTRUCTION JOINTS IN ACCORDANCE WITH ACI-318. SUBMIT SHOP DRAWINGS SHOWING PROPOSED CONSTRUCTION JOINT LOCATIONS, DETAILS AND THE PLACEMENT SEQUENCE FOR THE EOR'S APPROVAL PRIOR TO PROCEEDING WITH WORK.
2. UNLESS SPECIFICALLY SHOWN ON THE DRAWINGS, HORIZONTAL CONSTRUCTION JOINTS SHALL NOT BE PERMITTED IN FOOTINGS, SLABS, AND FOUNDATION WALLS WITHOUT PRIOR WRITTEN APPROVAL FROM THE EOR BEFORE CONSTRUCTION.
3. PROVIDE CONTINUOUS WATERSTOPS AT ALL CONSTRUCTION JOINTS EXPOSED TO SOIL OR WATER, AS DESCRIBED IN THE SPECIFICATIONS AND WHERE INDICATED IN THE ARCHITECTURAL DOCUMENTS.
4. UNLESS OTHERWISE INDICATED ON DRAWINGS, PROVIDE CONTRACTION JOINTS IN CONCRETE SLAB ON GRADE AT COLUMN CENTERLINES AND BETWEEN COLUMN CENTERLINES AT A SPACING NOT TO EXCEED 36 X THE SLAB THICKNESS. REFER TO TYPICAL CONCRETE SLAB ON GRADE DETAIL FOR ADDITIONAL INFORMATION.

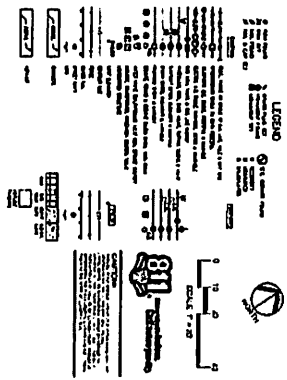
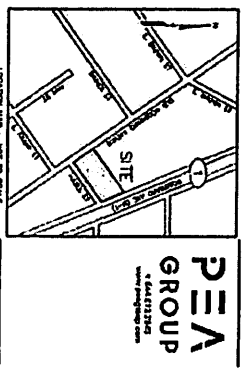
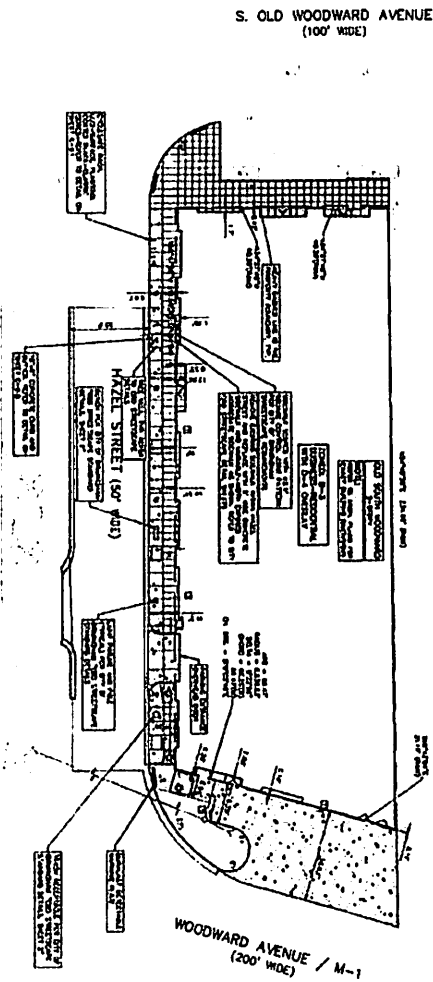
EXHIBIT F - SHEET 3 OF 5

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
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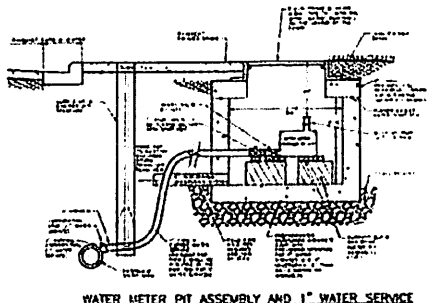
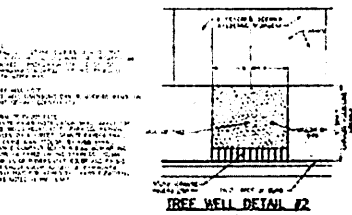
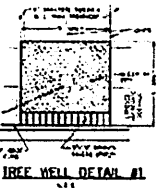
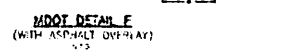
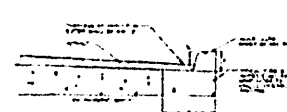
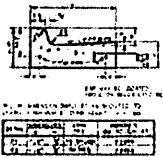
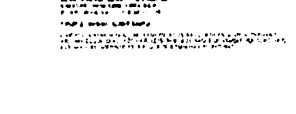
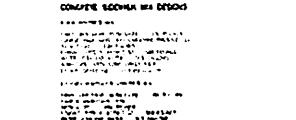
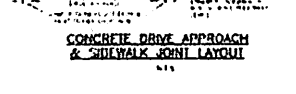
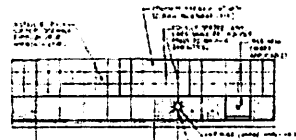
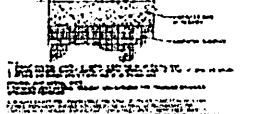
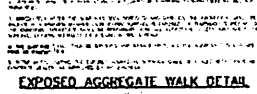
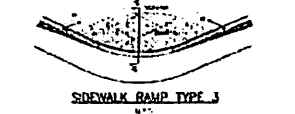
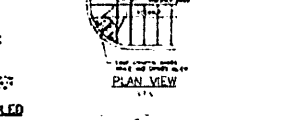
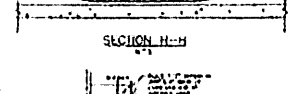
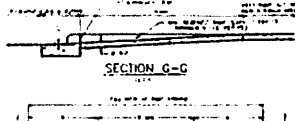
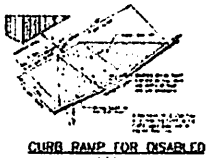
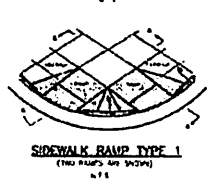
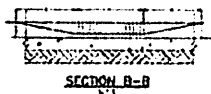
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C-3.2

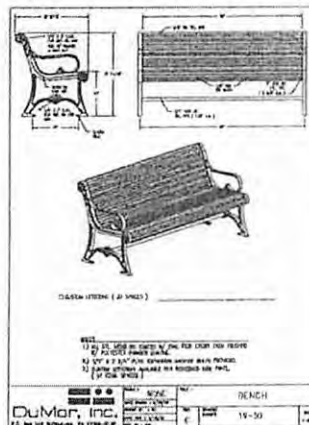
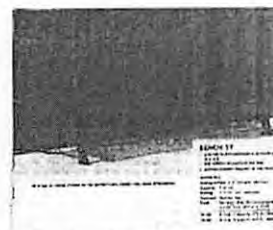
DATE	2011-03-01
BY	AW
FOR	AW
PROJECT	AW

EXHIBIT F - SHEET 4 OF 5



City of Birmingham Engineering Department	CITY OF BIRMINGHAM, MICHIGAN ENGINEERING DEPARTMENT
CBD Streetscape Standard Details	CBD STREETScape STANDARD DETAILS
Detail Description Location Sheet No. of Project Date	DETAIL NO. DRAWING OF (BY ENGINEER) DATE

PARK BENCH STANDARDS



PAINT COLORS		
Manufacturer	Manufacturer	Manufacturer
Fairing Blue Power 400 Painting Blue Power 400 Painting Blue Power 400 Painting Blue Power 400 Painting Blue Power 400 Painting Blue Power 400	Painting Blue Power 400 Painting Blue Power 400 Painting Blue Power 400 Painting Blue Power 400 Painting Blue Power 400	Painting Blue Power 400 Painting Blue Power 400 Painting Blue Power 400 Painting Blue Power 400 Painting Blue Power 400
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PRINTED ITEMS		
Apprentice	SPW	Special
Working above the Deck	Home Life Series: 1000 Frank Lloyd Wright Prints and 1000 Postcards	For the Home: 1000 Postcards
Working Above the Seawater	1000 Postcards: 1000 Postcards	1000 Postcards: 1000 Postcards
Home Home Series and Working Above the Seawater	Home Life Series: 1000 Frank Lloyd Wright Prints and 1000 Postcards	For the Home: 1000 Postcards
1000 Postcards: 1000 Postcards	1000 Postcards: 1000 Postcards	1000 Postcards: 1000 Postcards



VENARCH HANGING PLASTER

Venarch, our hanging plaster contains the old fashioned spun hanging lathes back with powerful one end langes, a line at of chains. The longest clip evenly over the rim of the basket, but are desirable for most of shipping and storage.

Editorial: Contact: 613.
 P.12 884 428
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 Phone: 613, 884 428
 Fax: 613, 884 428

STANDARDS FOR PUBLIC FURNITURE
AND PRINTED MATERIALS

CITY OF BIRMINGHAM, MICHIGAN ENGINEERING DEPARTMENT	
CBD STREETSCAPE STANDARD DETAILS	
SCALE: HORIZONTAL VERTICAL	ASY. SCL. APPROVED BY
DRAWN BY: ME CHECKED BY:	SET DURING:



EXHIBIT G

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2023

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

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

PRODUCER VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Linda Austin PHONE (A/C, No. Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741 E-MAIL ADDRESS: laustin@vtcins.com
INSURED The Alan Group Inc. Alan Group Constructors, LLC 1800 Brinston Street Troy MI 48083	INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company 25623 INSURER B: Charter Oak Fire Insurance 25615 INSURER C: Travelers Prop. Cas. Co. Of Ame 25674 INSURER D: The Travelers Indemnity Co. 25658 INSURER E: Allied World Assurance Co (US) Inc. 19489 INSURER F:

COVERAGES

CERTIFICATE NUMBER: 23-24 Master

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	ADBL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X C U Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	Y	COO7750764	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	Y	BA07750819	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorists \$ 1,000,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP07751226	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB07751195	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment			63028939794	1/1/2023	1/1/2024	Deductible \$2,500 Limit \$200,000
E	Professional/Pollution Liab			0313-2055	1/1/2023	1/1/2024	Deductible \$15,000 Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where required by written contract, 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 are add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the additional insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham
151 Martin Street
Birmingham, MI 48009

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

AUTHORIZED REPRESENTATIVE

Alan Chandler/DMIRCH

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COMMENTS/REMARKS

cancellation to the certificate holder for the additional insured, however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives..



MEMORANDUM

Department of Public Services

DATE: July 9, 2025

TO: Jana Ecker, City Manager

FROM: Charles T. Markus, Public Services Manager
Scott D. Zielinski, DPS Director

SUBJECT: Purchase of Police, Building Department, and DPS Fleet Vehicles

INTRODUCTION:

The Department of Public Services recommends the replacement and purchase of six City vehicles. These retiring vehicles were all identified for replacement and purchase as part of the planned budget for this fiscal year. The DPS recommends the following vehicles be purchased through MiDeals Contracts with LaFontaine CDJR located at 6131 S. Pennsylvania Ave, Lansing, MI 48911(MA 240000001206) and Lunghamer Ford located at 1960 E Main St., Owosso, MI 48867 (MA 240000001208):

Two 2025 Jeep Wrangler 4-dr Sport Right Hand Drive vehicles will be purchased from LaFontaine to be utilized by the Police Department for parking enforcement.

The other four vehicles will be purchased from Lunghamer Ford. One 2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 5 1/2' Box in red, to be utilized by the Fire Department, one 2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 6 1/2' Box in white to be utilized by DPS, one 2026 Ford F250 Super Cab 4x4 XL Pickup 6 ½' Box in white to be utilized by the DPS at the golf course, and one 2026 Ford Escape ST-Line Select Hybrid All Wheel Drive, also in white, to be utilized by the Building Department.

BACKGROUND:

All six vehicles required for replacement meet or exceed department scoring standards for replacement to ensure that vehicles are not only are in good working condition when needed, but are replaced in a fiscally responsible manner. The Department of Public Services reviews and scores factors of vehicles including; age, hours of runtime/miles of use, type of service, reliability, maintenance and repair costs, and condition of a vehicle. The score of a vehicle determines the City's need to replace a vehicle, as seen in the table below.

Point Range	Rating	Replacement Recommendation
0-17	Excellent	Do Not Replace
18-22	Good	Re-evaluate for next year's budget
23-27	Satisfactory	Qualifies for replacement this year if budget allows
28+	Poor	Needs priority replacement

Below are the scores for each vehicle recommended for replacement. As previously noted, all vehicles meet the City's standard scoring for replacement and were planned replacements for this fiscal year:

Police Parking 2015 Jeep Wrangler #571

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	10
Hours/Miles	1 point each 250 hrs of usage/1 point each 10,000 miles driven	8
Type of Service	Type 5 – Police, Fire, and Rescue services vehicles	5
Reliability	Level 4 – In shop more than once within one month time period, 2 or more breakdowns/road calls in same time period	4
Maintenance & Replacement Costs	Level 5 – Maintenance costs are greater than or equal to replacement cost	5
Condition	Level 4 – Previous accident damage, poor body and paint condition, rust (holes), bad interior, major damage from add on equipment, drive train damaged or inoperative, bad components	4
Total points 28+ , poor, needs priority replacement		36

Police Parking 2015 Jeep Wrangler #572

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	10
Hours/Miles	1 point each 250 hrs of usage/1 point each 10,000 miles driven	8
Type of Service	Type 5 – Police, Fire, and Rescue services vehicles	5
Reliability	Level 3 – In shop more than twice within one month time period, no major breakdowns/road calls	3
Maintenance & Replacement Costs	Level 4 – Maintenance costs are 61-80% of replacement cost	4
Condition	Level 4 – Previous accident damage, poor body and paint condition, rust (holes), bad interior, major damage from add on equipment, drive train damaged or inoperative, bad components	4
Total points 28+ , poor, needs priority replacement		34

Fire Department 2020 Tahoe #5508

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	5
Hours/Miles	1 point each 250 hrs of usage/1 point each 10,000 miles driven	13
Type of Service	Type 5 – Police, Fire, and Rescue services vehicles	5
Reliability	Level 2 – In shop one time within 3 month time period, 1 breakdown/road call within 3 month time period.	2
Maintenance & Replacement Costs	Level 2 – Maintenance costs are 21-40% of replacement cost	2
Condition	Level 3 – Noticeable imperfections in body and paint surface, minor rust, worn interior, weak drive train	3
Total points 28+ , poor, needs priority replacement		30

DPS 2016 GMC 1500 #15

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	9
Hours/Miles	1 point each 250 hrs of usage/1 point each 10,000 miles driven	38
Type of Service	Type 4 – vehicle is involved in snow removal	4
Reliability	Level 2 – In shop one time within 3 month time period, 1 breakdown/road call within 3 month time period.	2
Maintenance & Replacement Costs	Level 3 – Maintenance costs are 41-60% of replacement cost	3
Condition	Level 2 – minor imperfections in body and paint surface, interior in fair condition, good drive train	2
Total points 28+ , poor, needs priority replacement		58

DPS Golf 2013 GMC 2500 #200

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	12
Hours/Miles	1 point each 250 hrs of usage/1 point each 10,000 miles driven	7
Type of Service	Type 3 – Any vehicle that pulls trailers, hauls heavy loads, and has continued off road usage	3
Reliability	Level 2 – In shop one time within 3 month time period, 1 breakdown/road call within 3 month time period.	2
Maintenance & Replacement Costs	Level 1 – Maintenance costs are less than 21% of replacement cost	1
Condition	Level 3 – Noticeable imperfections in body and paint surface, minor rust, worn interior, weak drive train	3
Total points 28+, poor, needs priority replacement		28

Building Department 2014 Ford Escape #29

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	11
Hours/Miles	1 point each 250 hrs of usage/1 point each 10,000 miles driven	5
Type of Service	Type 5 – Police, Fire, and Rescue services vehicles	3
Reliability	Level 3 – In shop more than twice within one month time period, no major breakdowns/road calls	3
Maintenance & Replacement Costs	Level 4 – Maintenance costs are 61-80% of replacement cost	4
Condition	Level 3 – Noticeable imperfections in body and paint surface, minor rust, worn interior, weak drive train	3
Total points 28+, poor, needs priority replacement		29

LEGAL REVIEW:

The contract agreements have been reviewed by the City Attorney without objection as to form or content.

FISCAL IMPACT:

The cost of each of the two 2025 Jeep Wrangler 4-dr Sport Right Hand Drive will be \$50,013.00, (\$100,026.00)

The cost of the 2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 5 1/2' Box will be \$57,246.00

The cost of the 2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 6 1/2' Box will be \$57,896.00

The cost of the 2026 Ford F250 Super Cab 4x4 XL Pickup 6 ½' Box in White will be \$52,977.00

The cost of the 2026 Ford Escape ST-Line Select Hybrid All Wheel Drive in White will be \$36,358.00

The total cost to purchase all vehicles is \$304,503.00. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100.

SUSTAINABILITY:

Three of the six vehicles are available to be purchased as hybrid vehicles. Due to vehicle availability and necessary usage requirements, some vehicles were only available with regular gas engines.

PUBLIC COMMUNICATIONS:

None.

SUMMARY:

DPS recommends the replacement of 6 city fleet vehicles (Police Jeep #571, Police Jeep #572, Fire Tahoe #5508, DPS golf GMC 2500 #200, DPS GMC 1500 #15, and Building Department Escape #96) based on age and condition as demonstrated in this report. DPS has found 2 replacement vehicles through LaFontaine CDJR and 4 replacement vehicles through Lunghamer Ford, with MiDeals cooperative purchasing.

ATTACHMENTS:

- Lafontaine Agreement
 - Attachment A: LaFontaine Quote 2025 Jeep Wrangler 4-dr Sport Right Hand Drive
 - Attachment B: LaFontaine Quote 2025 Jeep Wrangler 4-dr Sport Right Hand Drive
- Lunghamer Agreement
 - Attachment A: Lunghamer Quote 2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 6 1/2' Box
 - Attachment B: Lunghamer Quote 2026 Ford Escape ST-Line Select Hybrid All Wheel Drive
 - Attachment C: Lunghamer Quote 2026 Ford F250 Super Cab 4x4 XL Pickup 6 ½' Box
 - Attachment D: Lunghamer Quote 2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 5 1/2'

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of 6 vehicles totaling \$304,503.00; specifically (2) 2025 Jeep Wrangler 4-door Sport Right Hand Drive for \$50,013.00 each, the total amount not to exceed \$100,026.00 from LaFontaine CDJR located at 6131 S. Pennsylvania Ave, Lansing MI 48911 through the State of Michigan Contract# MA 240000001206,

AND

To approve the purchase of (1) 2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 5 1/2' Box for \$57,246.00, (1) 2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 6 1/2' Box for \$57,896.00, (1) 2026 Ford F250 Super Cab 4x4 XL Pickup 6 ½' Box for \$52,977.00, and (1) 2026 Ford Escape ST-Line Hybrid All-Wheel Drive for \$36,358.00, the total amount not to exceed \$204,477.00 from Lunghamer Ford of Owosso, LLC located at 1960 E Main St Owosso, MI 48867, through the State of Michigan Contact# MA 240000001208,

AND

In addition, to authorize the Mayor and City Clerk to sign the agreements with LaFontaine CDJR and Lunghamer Ford, on behalf of the City. Funds for these purchases are available in the FY 2025-2026 Auto Equipment Fund account #661.0-441.006.971.0100.

**AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF
BIRMINGHAM & LAFONTAINE CDJR-LANSING**

THIS AGREEMENT is entered into this 9 day of July, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and LaFontaine, 6131 S. Pennsylvania Ave., Lansing MI 48911, (hereafter referred to as Vendor) 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 purchase two 2025 Jeep Wrangler Right Hand Drive, Parking Enforcement Jeeps, All-Wheel Drive, through a government cooperative purchasing agreement (State of Michigan Contract #240000001206), as described in Attachments "A", "B"; and

WHEREAS, Vender has qualifications that meet the project requirements and has provided a response and cost proposal to perform the sale through the government cooperative agreement through the State of Michigan contract for the two required 2025 Jeep Wrangler Right Hand Drive, All-Wheel Drive.

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 Vendor's Quotation for two 2025 Jeep Wrangler Right Hand Drive, Parking Enforcement All-Wheel Drive Jeeps dated December 12, 2024, which includes a description of both 2025 Jeep Wrangler Right Hand Drive, All-Wheel Drive details, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").
- 2. TERM and Ownership:** This is an outright purchase and shall have no term, and ownership of two 2025 Jeep Wrangler Right Hand Drive, All-Wheel Drive to the City shall commence upon City of Birmingham staff approved delivery to the Department of Public Service, located at 851 S. Eton Street, Birmingham, Mi., 48009.
- 3. TERMS OF PAYMENT:** The Vendor will invoice the City for the sale. 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.** Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
- 5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** While the City acknowledges it is unlikely, the Vendor acknowledges that in performing services pursuant to this

Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The vendor 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 vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

6. INDEPENDENT CONTRACTOR: The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor 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 Vendor 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 vendor 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: The Vendor 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 Vendor is subject, Vendor 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 Vendor, either by offset to any amounts due and owing Vendor 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; Vendor 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 Vendor and any entity or person for whom the Vendor 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 Vendor 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. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
851 S. Eton Rd.
Birmingham, Michigan 48012
Attn: Scott Zielinski, PE

LaFontaine CDJR-Lansing
6131 S. Pennsylvania Ave.
Lansing, MI 48911
Attn: Michelle Deacon

11. 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.

12. 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.

13. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Vendor 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 Vendor 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.

14. 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 Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor

notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

16. 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 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

17. RESPONSE TO REQUESTS FOR PROPOSALS: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated Vendor, to the City's Request for Proposals dated December 12, 2024 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Vendor on December 12, 2024 response, the terms of this Agreement shall prevail.

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

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Vendor, 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.

LaFontaine CDJR-Lansing

By: MJM

Its: Makenzie McWilliams

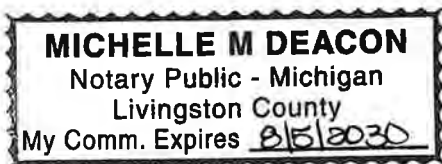
STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 9 day of July, 2025, before me personally appeared
MJM, who acknowledged that with authority on behalf of LaFontaine to
do so he/she signed this Agreement.

Michelle M. Deacon
Notary Public
Livingston County, Michigan

Acting in Ingham County, Michigan

My commission expires: 8/5/2030



CITY OF BIRMINGHAM:

By: _____
Therese Q. Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

On the date of: _____

CITY OF BIRMINGHAM 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

Mary Chavez
Mary Chavez, Finance Director
(Approved as to Financial Obligation)

(Approved as to form)

ATTACHMENT A

LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave.

Lansing, MI 48911

517-394-1022-Direct

517-394-1205-Fax

mdeacon@lafontaine.com

Name: City of Birmingham

Address: _____

City: _____

State: _____ Zip: _____

Contact: Chad Check

Phone: 248.530.1716

Email: ccheck@bhamgov.org

Date: 12/12/2024

Quote 121224

State of Michigan Contract 240000001206

JLUL74 2025 Jeep Wrangler 4-dr Sport RHD

22A 2.0L I4

\$48,061.00

PW7 Bright White

E7X9 Black Cloth Low Back Bucket Seats

ajk Convenience Group

\$1,796.00

Total for two \$96122.00

Per contract delivery is \$2.00 a mile one way mileage.

78 x 2.00 = 156. not included in total

\$156.00

By signing the purchase agreement you agree to purchase of the vehicle or vehicles X

Total Cost:

\$50,013.00

Signed Michelle Deacon

Please note payment is due within 30 days of delivery. Any invoices paid after 30 days may be subject to a 1.5% late fee

ATTACHMENT B

LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave.

Lansing, MI 48911

517-394-1022-Direct

517-394-1205-Fax

mdeacon@lafontaine.com

Name: City of Birmingham

Address: _____

City: _____

State: _____ Zip: _____

Contact: Chad Check

Phone: 248.530.1716

Email: ccheck@bhamgov.org

Date: 12/12/2024

Quote 121224

State of Michigan Contract 240000001206		
JLUL74	2025 Jeep Wrangler 4-dr Sport RHD	
22A	2.0L I4	\$48,061.00
PW7	Bright White	
E7X9	Black Cloth Low Back Bucket Seats	
ajk	Convenience Group	\$1,796.00
Total for two \$96122.00		
Per contract delivery is \$2.00 a mile one way mileage.		
78 x 2.00 = 156. not included in total		\$156.00
By signing the purchase agreement you agree to purchase of the vehicle or		
vehicles X		
Total Cost:		\$50,013.00

Signed Michelle Deacon

Please note payment is due within 30 days of delivery. Any invoices paid after 30 days may be subject to a 1.5% late fee

**AGREEMENT FOR EQUIPMENT PURCHASE OF FOUR VEHICLES BETWEEN THE
CITY OF BIRMINGHAM & LUNGHAMER FORD OF OWOSSO, LLC**

THIS AGREEMENT is entered into this 9 day of JULY, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Lunghamer Ford of Owosso, LLC 1960 E Main St Owosso, MI 48867, (hereafter referred to as Vendor) 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 purchase (1) 2025 Ford F150 Super Crew 4X4 Hybrid All-Wheel Drive 6.5' Box, (1) 2026 Ford Escape Hybrid All-Wheel Drive (1) 2026 Ford F250 Super Cab 4X4 All-Wheel Drive, and (1) 2025 Ford F150 Super Crew Hybrid 4X4 All-Wheel Drive 5.5' Box, through a government cooperative purchasing agreement (State of Michigan Contact# MA 240000001208 and Macomb County Contract# 21-18 Bid:), as described in Attachments "A", "B", "C", "D"; and

WHEREAS, Vender has qualifications that meet the project requirements and has provided a response and cost proposal to perform the sale through the government cooperative agreement: State of Michigan Contact# MA 240000001208 and Macomb County Contract# 21-18 Bid of a required (1) 2025 Ford F150 Super Crew 4X4 Hybrid All-Wheel Drive 6.5' Box, (1) 2026 Ford Escape Hybrid All-Wheel Drive (1) 2026 Ford F250 Super Cab 4X4 All-Wheel Drive, and (1) 2025 Ford F150 Super Crew Hybrid 4X4 All-Wheel Drive 5.5' Box.

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 Vendor's Quotation for the (1) 2025 Ford F150 Super Crew 4X4 Hybrid All-Wheel Drive 6.5' Box, (1) 2026 Ford Escape Hybrid All-Wheel Drive, (1) 2026 Ford F250 Super Cab 4X4 All-Wheel Drive, and (1) 2025 Ford F150 Super Crew Hybrid 4X4 All-Wheel Drive 5.5' Box, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachments "A, B, C, and D").

2. TERM and Ownership: This is an outright purchase and shall have no term, and ownership of the (1) 2025 Ford F150 Super Crew 4X4 Hybrid All-Wheel Drive 6.5' Box, (1) 2026 Ford Escape Hybrid All-Wheel Drive, (1) 2026 Ford F250 Super Cab 4X4 All-Wheel Drive, and (1) 2025 Ford F150 Super Crew Hybrid 4X4 All-Wheel Drive 5.5' Box. 2026 to the City shall commence upon City of Birmingham staff approved delivery to the Department of Public Service, located at 851 S. Eton Street, Birmingham, Mi., 48009.

3. TERMS OF PAYMENT: The Vendor will invoice the City for the sale. 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. Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: While the City acknowledges it is unlikely, the Vendor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The vendor 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 vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

6. INDEPENDENT CONTRACTOR: The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor 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 Vendor 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 vendor 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: The Vendor 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 Vendor is subject, Vendor 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 Vendor, either by offset to any amounts due and owing Vendor 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; Vendor 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 Vendor and any entity or person for whom the Vendor 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 Vendor 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. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
851 S. Eton Rd.
Birmingham, Michigan 48012
Attn: Scott Zielinski, PE

Lunghamer Ford of Owosso, LLC
1960 E Main St
Owosso, MI 48867
Attn: Bill Campbell

11. 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.

12. 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.

13. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Vendor 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 Vendor 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.

14. 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 Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

16. 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 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

17. RESPONSE TO REQUESTS FOR PROPOSALS: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated Vendor, to the City's Request for Proposals dated June 4, 2025 (attached hereto as Attachment "A"), Proposals dated June 17, 2025 (attached hereto as Attachment "B"), Proposals June 12, 2025 (attached hereto as Attachment "C"), Proposals dated June 4, 2025 (attached hereto as Attachment "D"). In the event of a conflict in any of the terms of these Agreements and the Vendor on June 4, 2025, June 17, 2025, June 12, 2025 and June 4, 2025 responses, the terms of these Agreements shall prevail.

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

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Vendor, 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.

Lunghamer Ford of Owosso, LLC

By: William S. Campbell Jr
WILLIAM S. CAMPBELL JR

Its: FLEET & GOVERNMENT SALES MANAGER

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 9 day of July, 2025, before me personally appeared

William Campbell who acknowledged that with authority on behalf of LUNGHAMER FORD to
do so he/she signed this Agreement.

Amber Andrews
Notary Public
Shiawassee County, Michigan

Acting in Shiawassee County, Michigan

My commission expires: 11/04/2029

11.4.29
AMBER ANDREWS
Notary Public, State of Michigan
County of Shiawassee
My Commission Expires 11-04-2029
Acting in the County of _____

CITY OF BIRMINGHAM:

By: _____

Therese Q. Longe, Mayor

By: _____

Alexandria D. Bingham, City Clerk

On the date of: _____

CITY OF BIRMINGHAM 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)

ATTACHMENT A



June 4, 2025

City of Birmingham
Attn: Chad Check:
151 Martin St.
Birmingham, MI 48012

Dear Chad Check:

Price on 2025 Vehicle State of Michigan Contract# MA 240000001208 and Macomb County Contract# 21-18 Bid:

2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 6 ½' Box \$57,896.00 ea

Order Cutoff Date: TBD.

Delivery date: Approximately 90-120 Days A.R.O.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty. Service to be handled by your local Ford Dealer.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

2025 F-150 Super Crew XLT

Major Standard Equipment

MECHANICAL

- 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard on 141" and 145")
- 5.0L V8 with Auto Start-Stop Technology (standard on 122" and 157")
- 4x4 Electronic-Sluff-On-the-Fly (ESOF) with Neutral Towing Capability
- Auto Hold
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Trail – 4x2 only
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Deep Snow/Sand, Mud/Rut – 4x4 only
- Electronic Ten-Speed Automatic Transmission • Fail-Safe Cooling
- Jack
- Electric Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate • Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- Bed Storage Boxes (NA w/ 8' Box)
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank
- Standard Range 23 Gallon (Regular Cab 6.5' Box)
- Extended Range 36 Gallon (Regular Cab (NA w/ 6.5' Box), SuperCab and SuperCrew®)
- Fully Boxed Steel Frame
- Grille – Black Coast to Coast
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Power Glass with Heat and Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier – Rear Under Frame
- Spare Tire
- Stone Cuffs, Front & Rear
- Tailgate Lift Assist
- Tailgate – removable with key lock
- Tires
- 245/70R 17 BSW all-season tires (A/S) 4x2
- 265/70R 17 BSW all-terrain tires (A/T) 4x4
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
- Wheels – 17" silver steel
- Wipers – Intermittent speed

INTERIOR/COMFORT

- 12" Productivity Screen in Instrument Cluster
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Auxiliary Audio Input Jack
- Black Vinyl Floor Covering
- Compass Display in Instrument Cluster
- Cruise Control
- Dome Light • Door trim – Soft armrest, grab handle and front map pockets
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
- Front – A-Pillar, Driver and Passenger Side — Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Powerpoint 12V
- Power Door-Locks with Flip Key and Integrated Key Transmitter
- Keyless-Entry (incl. Autolock)

- Power Windows (Front/Rear) – One-touch Up/Down Driver and Passenger Front Windows (Rear Power Windows not available on Regular Cab)
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plates – MIC, Front
- Seat, Front
- Cloth 40/20/40
- 2-Way manual driver/passenger
- Annrest
- Seat, Rear
- Cloth
- USB charging ports – two (2)
- 60/40 flip-up split seat (SuperCab)
- 60/40 flip-up split seat with elongated cushion (SuperCrew®)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
- Driver and Passenger Front Airbags
- Driver and Passenger Seat-Mounted Side Airbags — Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Curve Control
- LED Reflector Headlamps – Black Bezels
- Perimeter Alarm
- Rainlamp Wiper Activated Headlamps
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)
- Stolen Vehicle Services (1-year Plan Included)
- Ford Co-Pilot360™ 2.0
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
 - o Pedestrian Detection
 - o Forward Collision Warning
 - o Dynamic Brake Support
 - BLIS® with Cross-Traffic Alert
 - Lane-Keeping System
 - o Lane-Keeping Alert
 - o Lane-Keeping Aid
 - o Driver Alert
 - Rear View Camera
 - Auto High Beams
 - Reverse Sensing System
 - Reverse Brake Assist
 - Post-Collision Braking
- Autolamp – Auto On/Off Headlamps

FUNCTIONAL

- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
- Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver)
- FordPass™ Connect (5G)
- 5G LTE Wi-Fi hotspot connects up to 10 devices
- Schedule specific times to remotely start vehicle
- Locate parked vehicle
- Check vehicle status
- Hill Start Assist
- SYNC® 4 with Enhanced Voice Recognition (incl. SiriusXM® with 360L)
- 12" LCD Capacitive Touchscreen with Swipe Capability
- Wireless Phone Connection
- Cloud Connected
- AppLink® w/App Catalog
- 911 Assist®
- Apple CarPlay® and Android Auto™ Compatibility
- Digital Owner's Manual
- Conversational Voice Command Recognition
- Connected Navigation.
- USB charging ports – two (2)
- USB data charging ports – two (2)

XLT Contains All Standard Equipment Plus:

EXTERIOR

- Bumper, Front – Chrome with Body-color Fascia
- Bumper Rear – Chrome
- Electronic Rear-Window Defroster
- Door and tailgate handles – Black
- Grille – Coast to Coast Black
- LED Fog Lamps
- Tires
 - 245/70R 17 BSW all-season (A/S) (4x2)
 - 275/65R18 BSW all-terrain (A/T) (4X4)
- Rear Privacy Glass
- Wheels
 - 17" Silver Painted Aluminum (4x2)
 - 18" Chrome-like PVD (4x4)

INTERIOR/COMFORT

- Carpet – Color-coordinated with Carpeted Floor Mats

- Seat, Front
 - Cloth 40/20/40
 - 2-Way manual driver/passenger
 - Manual lumbar (driver)
 - Armrest
 - Seat, Rear
 - Cloth
 - USB charging ports – two (2)
 - 60/40 flip-up split seat with elongated cushion (SuperCrew®)
 - Rear Under-seat Storage
 - Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
 - Visors with Driver and Passenger Covered Mirrors
- FUNCTIONAL**
- Zone Lighting

XLT 300A Crew Cab 5.5 Ft. Box 145" WB

[] **Base Price W3L 4x4** (3.5L GTDI Hybrid engine 7400 GVWR 2080 PAYLOAD) 99D/44H

\$48,716.00

XLT 300A Crew Cab 6.5 Ft. Box 157" WB

[x] **Base Price W3L 4x4** (3.5L GTDI Hybrid engine 7400 GVWR 2080 PAYLOAD) 99D/44H

\$49,431.00

Options included with Hybrid

[X] **XLT Low Mid Package**

301A

- Cloth 40/20/40 front seats (8-way power driver's seat w/ power driver lumbar; Armrest w/storage and Locking storage under 20% seat)
- 6" Angular Bright Anodized Step Bar
- Chrome Door and Tailgate handles
- Grille – Black Painted Coast to Coast Black Mesh with chrome center bar
- Dual-zone Electronic Automatic Temperature Control (DEATC)

[X] **Mobile Office Package (301A & 302A Packages Only)**

50M

- Console Worksurface
- 400W Outlets (Cab & Bed)
- Bucket Seats

Free Standing Options

Option Code

Price

[x] **XLT Mid Package**

302A

5440.00

- Includes XLT Low Mid Package 301A
- Connected Navigation
- Ford Co-Pilot360™ Assist 2.0
 - 360-Degree Camera
 - Adaptive Cruise Control (ACC) (Lane Centering, Predictive Speed Assist, & Stop & Go)
 - AEB Oncoming
 - Driver State Detection
 - Evasive Steering Assist
 - Front Parking Sensors
 - Towing Technology (Pro Trailer Backup Assist™ & Pro Trailer Hitch Assist™)
- Auto Dimming Rear View Mirror
- Manual-folding, Power Glass Sideview Mirrors with Heat, Turn Signal, (Driver's Side), High-Intensity LED Security Approach Lamps, LED Sideview mirror Spotlights and Chrome Skull Caps (incl. interior auto-dimming rearview mirror)
- Remote Start System with Remote Tailgate Release
- Cloth 40/Console/40 Seats (10-way power driver seat w/ power lumbar, 8-way power passenger seat w/ power lumbar
- Heated Front Seats
- Intelligent Access with Push-Button Start (incl. Approach Detection)
- Power-Sliding Rear Window
- 400W Outlets (Cab & Bed)

[] <u>XLT Luxury Package</u>		303A	9915.00
• Includes XLT Low Mid Package 301A and XLT Mid Package 302A • 20" Chrome-Like PVD Wheel • B&O Sound System by Bang & Olufsen with HD Radio™ (8 speakers including subwoofer) • Power-Adjustable Pedals • Mobile Office Package			
[] <u>FX4 Off Road Package (4X4 Only)</u>		55A	1095.00
• Electronic-locking rear-axle • 4x4 "FX4 Off-Road" bodyside decal • Hill Descent Control™ • Off-Road tuned front shock absorbers • Monotube Rear Shocks • Rock Crawl Mode • Skid plates: fuel tank, transfer case and front differential			
[x] <u>Tow Haul Package</u>		53T/67T/XL	785.00
• Integrated Brake Controller • Locking Rear Axle • Upgraded Rear Bumper			
[x] <u>Bed Utility Package</u>		68L	635.00
• Tailgate Step • Tailgate Work Surface • Four (4) Pickup Box Tie-Down Plates • LED Box Lighting			
[] Black Platform Running Boards <u>(Base XLT 300A Only)</u>		18B	250.00
[] Trailer Tow Mirrors Sideview Manual-folding, Manual Telescoping		54Y/59S	590.00
Power Glass with Heat, Turn Signal Auto-Dimming Feature (Driver's Side), High-Intensity LED Security Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps <u>Requires Tow Haul Package (53T/67T/XL)</u>			
[x] <u>Vinyl Black Flooring</u>		16G	N/C
[] LT265/70R18C BSW All-Terrain (A/T) Tires <u>(301A and 302A Only)</u>		T8C	295.00
[x] <u>Skid Plates 4x4 Only</u>		413	160.00
[] Axle Locking Rear		XL	570.00
[] Pro Power Onboard – 7.2 KW		477	850.00
[x] <u>Daytime Running Lights</u>		942	50.00
[] Engine Block Heater		41H	190.00
[] Back up Alarm System		85H	220.00
[] Front License Plate Holder		153	N/C
[x] <u>Front and Rear Molded Splash Guards</u>		DIO	150.00
[x] <u>Spray in Bedliner</u>		96W	595.00
[] Bed Liner – Plastic, Drop-in (NA w/ Cable Lock – 47S)		96P	350.00
[] Tonneau Pickup Box Cover – Soft Folding		96T	590.00
[] Tonneau Pickup Box Cover – Hard Folding		96X	1200.00
[] Tonneau Pickup Box Cover – Retractable		96J	2200.00
[] LED Warning Strobes – Amber		94S	650.00
[x] <u>LED Warning Strobes – Amber/White</u>		94W	650.00

TOTAL \$57,896.00 ea

Colors & Trim Availability:

<u>Exterior</u>		<u>Interior</u>	
		<u>(Med. Earth Grey)(MS)</u>	
Agate Black	(UM)	[]	
Oxford White	(YZ)	[x]	
Carbonized Gray	(M7)	[]	
Avalanche	(DR)	[]	
Iconic Silver	(JS)	[]	
Atlas Blue	(B3)	[]	
Space White	(A3)	[]	
SPECIAL PAINT			
Rapid Red Clearcoat Add \$495.00	[D4}	[]	
Vermillion Red Add \$660.00	[E4}	[]	
School Bus Yellow Add \$660.00	[B1]	[]	

ATTACHMENT B



June 17, 2025

City of Birmingham
Attn: Chad Check:
151 Martin St.
Birmingham, MI 48012

Dear Chad Check:

Price on 2026 Vehicle State of Michigan Contract# MA 240000001208 and Macomb County Contract# 21-18 Bid:

2026 Ford Escape ST-Line Select Hybrid All Wheel Drive in White \$36,358.00 ea

Order Cutoff Date: TBD.

Delivery date: Approximately 90-120 Days A.R.O.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty. Service to be handled by your local Ford Dealer.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

State of Michigan
2026 Ford Escape FWD and 4WD
Major Standard Equipment

MECHANICAL

- Electric Parking Brake (Includes Auto Hold)
- Engine – 1.5L EcoBoost® with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Transmission
- 8-speed Automatic

EXTERIOR

- Active Grille Shutters
 - Black – Molded-in-Color
 - Lower Bodyside Cladding
 - Rocker Panel
 - Black Upper Window Molding with Black Beltline Molding
 - Bumpers
 - Front, MIC
 - Rear, MIC – Black Upper/Silver Lower
 - Configurable Daytime Running Lamps (DRL)
 - Door Handles – Body-Color
 - Easy Fuel® Capless Fuel Filler
 - Exhaust Tips, Dual – Chrome
 - Grille – Chrome Grille Strip
 - Tire Inflator and Sealant Kit¹
 - Liftgate – Manual
 - Privacy Glass – Second Row Side and Liftgate
 - Rear Spoiler – Body Color
 - Roof-Mounted Antenna
 - Tires
 - 225/65R17 102H All Season A/S BSW
 - Wheels – 17" Shadow Silver-painted Aluminum
 - Wipers
 - Windshield – Variable-Intermittent/Continuous
 - Rear Window – Fixed-Intermittent/Continuous
- INTERIOR/COMFORT**
- Center Floor Console with Armrest
 - Cruise Control – Steering Wheel Mounted Controls
 - Cupholders – (8)
 - Driver's Side Footrest
 - Dual-Zone Electronic Automatic Temperature Control (DEATC)
 - Refresh95 (Cabin Particulate Air Filter)
 - Floor Mats – Carpeted Front and Rear
 - Grab Handles – Front Passenger, Second Row – two (2), includes Coat Hooks
 - Instrument Panel
 - 8" Screen
 - EcoMode
 - Ice Blue® Lighting
 - Message Center
 - Outside Temperature Display
 - Trip Computer
 - Lighting
 - Front Map Lights
 - Illuminated Entry System with Courtesy Lamp Delay
 - Rear Cargo Area Light
 - Second Row Dome Light
 - Map Pocket – Front-Passenger Seat Back
 - Powerpoints – (2) Rear – Smart Charging USB Outlets
 - Urethane Steering Wheel
 - Seats
 - Unique Cloth Bucket
 - Five Passenger
 - 6-Way Manual Driver Seat (Fore/Aft, Up/Down and Manual Recline)
 - 4-Way Manual Front Passenger (Fore/Aft with Manual Recline)
 - Second Row 60/40 Split-Fold-Flat and Sliding 1 Not available with 2.5L iVCT Atkinson Cycle I-4 Hybrid (99Z)
 - Rear Center Armrest (Fold-Down with Two (2) Cupholders)
 - Rotary Gear Shift Dial
 - Sliding Sun Visors with Vanity Mirrors (Driver and Front Passenger)
 - USB Ports
 - Smart Charging Multimedia USB Ports, First Row – (1) USB-A and (1) USB-C
 - Steering Column – Manual Tilt/Telescoping
 - Storage – Front Row: Center Console Armrest, Glove Box, Media Bins two (2); in front and in center of the Console, Overhead Console with Sunglasses Storage
 - Windows, Power – Front One-Touch Down Feature (Driver only)
- SAFETY/SECURITY**
- AdvanceTrac® with RSC® (Roll Stability Control™) • Airbags
 - Driver and Front Row Passenger Dual-Stage
 - Driver Knee
 - Front-Seat Mounted Side-Impact
 - Safety Canopy® System – Front and Second Row Safety Canopy®
 - Side-Curtain with Rollover Sensor
 - Center High-Mounted Stop Lamp (CHMSL)
 - Curve Control
 - Day/Night Rearview Mirror – Manually Adjustable

- Door Locks
- Autolock/Autounlock
- Child-Safety Rear
- Power Lock/Unlock
- Electronic Traction Control
- Headlamps
- Courtesy Delay
- LED Reflector with Signature Lighting
- Wiper-Activated
- Head Restraints
- Two-Way Manually Adjustable Driver and Front Passenger
- Two-Way Manually Adjustable Second Row (Left and Right; Center Head Restraint is fixed position)
- LATCH (Lower Anchors and Tether Anchors for Children) on Rear Outboard Seat Positions
- Mirrors, Sideview – Power Glass, Manual-Fold and Black Molded-in-Color (MIC) Caps
- Personal Safety System®
- Rear-Window Defroster and Washer
- Safety Belts – Front and Second Row – Belt-Minder® (Safety Belt Reminder)
- Front Row Height Adjustable
- Second Row Outboard and Center Seat Shoulder
- Three-Point Safety Belts on all (5) Seating Positions • SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS) • Torque Vectoring Control

FORD CO-PILOT360™ TECHNOLOGY

- Ford Co-Pilot360™ includes:
- Auto High Beam Headlamps
- BLIS® (Blind Spot Information System) with Rear Cross Traffic Braking 2 Personal Safety System™ for driver and front passenger includes dual stage front airbags, safety belt pretensioners, safety belt energy management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front Passenger Sensing System.
- Lane-Keeping System (includes Lane-Keeping Assist, Lane Keeping Alert and Driver Alert)
- Pre-Collision Assist with Automatic Emergency Braking (AEB), Pedestrian Detection, Forward Collision Warning and Dynamic Brake Support
- Rear View Camera
- Road Departure Warning
- Headlamps – Autolamp (Automatic On/Off)
- Post-Collision Braking

FUNCTIONAL

- Audio
 - AM/FM Stereo
 - Six (6) Speakers
 - Speed-Compensated Volume
 - Steering Wheel Mounted Controls
 - SiriusXM® with 360L (if equipped)
 - Battery Saver
 - Compass
 - Electric Power-Assisted Steering (EPAS)
 - FordPass Connect™
 - 4G LTE Wi-Fi® hotspot connects up to 10 devices³ — Remotely start, lock and unlock vehicle⁴
 - Locate parked vehicle
 - Check vehicle status
- Note: Ford Telematics and Data Services are telematics services available for fleet customers, providing access to manufacturer-grade vehicle data including but not limited to location, speed, idle time, remaining fuel, fuel energy, range, diagnostics, and maintenance alerts. FordPass Connect™ 4G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third-party providers. Learn more at commercial.solutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).
- Front and Rear Stabilizer Bar
 - Intelligent Oil-Life Monitor®
 - Provisions for Roof Rack Mounting – Blanking Plugs • Selectable Drive Modes
 - SYNC® 4
 - 8" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud Connected
 - AppLink® w/ App Catalog
 - 911 Assist®
 - Wireless Apple CarPlay® and Android Auto™ Compatibility
 - Digital Owners Manual
 - Transmission Oil Cooler
 - Variable-Assist Rack-and-Pinion Steering
 - Intelligent Access with Push-Button Start
 - Keyless-Keysets – Passive Keys, Two (2)

Base Price ST-Line Select 2.0L EcoBoost Engine**[] Base Price All Wheel Drive, U9N/401A****\$31,690.00****Base Price ST-Line Select 2.5L iVCT Atkinson Cycle I-4 Hybrid, eCVT****[x] Base Price All Wheel Drive, U9N/400A****\$33,478.00****ALL ST-LINE STANDARD EQUIPMENT PLUS:****MECHANICAL**

- Engine: 2.0L EcoBoost® with Auto Start-Stop Technology

EXTERIOR

- LED Fog Lamps
- Mirrors – Body Color and Heated
- Power Liftgate

INTERIOR/COMFORT

- Seats
 - Heated Front Row
- Steering Wheel – Heated
- Sliding Sun Visors with Illuminated Vanity Mirrors (Driver and Front Passenger)
- Windows, Power – One-Touch-Up/Down Front and Rear

FUNCTIONAL

- Remote Start System

Optional equipment**[x] Tech Pack #1****Order Code****Price****68B****995.00**

- Ford Co-Pilot360™ Assist+
 - Adaptive Cruise Control with:
 - Stop-and-Go
 - Lane Centering Assist
 - Predictive Speed Assist
- Connected Navigation (1 Year included), Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance
 - Evasive Steering Assist
 - Intersection Assist
 - Rear Parking Sensor
- Rear View Camera – Digital
- SYNC® 4 with Enhanced Voice Recognition
 - 13.2" LCD Capacitive Touchscreen with Swipe Capability

[] Tech Pack #2**68C****3700.00**

- Ford Co-Pilot360™ Assist+
 - Adaptive Cruise Control with:
 - Stop-and-Go
 - Lane Centering Assist
 - Predictive Speed Assist
- B&O® Sound System by Bang & Olufsen®, 10 Speakers including Subwoofer
- HD Radio™
- Connected Navigation (1 Year included), Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance
 - Rear Parking Sensor
 - Reverse Brake Assist
 - Evasive Steering Assist
 - Intersection Assist
- Instrument Panel Cluster – 12.3" Digital Productivity Screen
- 10-Way Power Driver Seat (Fore/Aft, Up/Down, Tilt, Power Lumbar and Power Recline)
- 6-Way Power Passenger (Fore/Aft, Up/Down, Recline)
- Memory Package: Driver's Seat and Driver/Front Passenger Sideview Mirrors
- Rear View Camera - Digital
- SYNC® 4 with Enhanced Voice Recognition
 - 13.2" LCD Capacitive Touchscreen with Swipe Capability
- Wireless Charging Pad

Note: Includes Tech Pack #1 (68B)

[] Power Panoramic Vista Roof	43M	1595.00
[] Class II Trailer Towing Package	536	495.00
[x] Steel Mini Spare Tire and Wheel (Spare Tire No Longer STD) 51U		345.00
[x] Daytime Running Lights	942	45.00
[] Engine Block Heater	41H	190.00
[] Easy Access Cargo Shade	47B	135.00
[x] Floor Liners Front and Rear	50B	200.00
[x] Cargo Mat	50Q	100.00
[] Extra keys with Integrated Keyless Entry ____@ \$300.00 ea	LUN	

Total Price \$36,358.00 ea

Color and Trim Availability on ST-Line Select Trim Only

<u>Exterior Colors</u>		<u>Interior Color</u>	
		<u>Ebony Black (HM)</u>	
Agate Black Metallic	[UM]	[]	
Carbonized Gray Metallic	[M7]	[]	
Space Silver Metallic	[A3]	[]	
Extra Cost Paint \$495.00			
Rapid Red Metallic Tinted Clearcoat	[D4]	[]	
Vapor Blue Metallic	[K1]	[]	
Extra Cost Paint \$995.00			
Star White Metallic Tri-coat	[AZ]	[x]	

ATTACHMENT C



June 12, 2025

City of Birmingham
Attn: Chad Check:
151 Martin St.
Birmingham, MI 48012

Dear Chad Check:

Price on 2026 Vehicle State of Michigan Contract# MA 240000001208 and Macomb County Contract# 21-18 Bid:

2026 Ford F250 Super Cab 4x4 XL Pickup 6 ½' Box in White \$52,977.00 ea

Order Cutoff Date: TBD.

Delivery date: Approximately 90-120 Days A.R.O.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty. Service to be handled by your local Ford Dealer.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

2026 F-250 Reg. Cab, Super Cab, Crew Cab Major Standard Equipment

MECHANICAL

- Brakes – Four-Wheel Disc Anti-lock Brake System (ABS)
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
 - F-250/F-350 – 6.8L 2V DEVCT NA PFI V8 Gas
- Transmission
 - TorqShift®-G ten-speed automatic w/ Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas)
- Fuel Tanks
 - 29 Gallon (Diesel Engine) – 142" or 148" Wheelbase
 - 34 Gallon (Diesel Engine) – 160" or 164" Wheelbase
 - 34 Gallon (Gas Engine) – NA 176" Wheelbase
 - 48 Gallon (Gas Engine) – 176" Wheelbase
 - 48 Gallon (Diesel Engine) – 176" Wheelbase

EXTERIOR

- Bumpers – front & rear, black painted
 - Daytime Running Lamps
 - Fender vents – front
 - Front Box Step and Rear Bumper Step
 - Glass – solar-tinted
 - Grille – black painted
 - Handles – door & tailgate, black
 - Jack
 - 3-Ton mechanical (250/350 SRW)
 - Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
 - Operator Commanded Regeneration (OCR) (6.7L Power Stroke® Diesel engine only)
 - Tailgate – Removable w/key lock
 - "Three-Blink" lane change signal
 - Tires
 - LT245/75R17E BSW A/S
 - Tow hooks – front, two (2)
 - 2.5" Built Ford Tough® Trailer Hitch Receiver
 - Trailer Sway Control
 - Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
 - Wheels
 - F-250/F-350 SRW – 17" Argent Painted Steel w/painted hub covers/center ornaments
 - Manual Locking Hubs (4x4)
 - Spare tire, wheel & carrier
 - Windshield wipers – intermittent
- ### INTERIOR/COMFORT
- 4.2" LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications
 - Air conditioning – manual, single zone
 - Cabin Air Particulate Filter
 - Door-trim – armrest/grab handle & reflector
 - Floor covering – Black, full length vinyl
 - Instrumentation – Multi-function switch message center
 - Mirror – rearview 11.5" day/night
 - Outside Temperature Display
 - Overhead console w/dual storage bins and map lights
 - Power Equipment Group – 1 st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows; power door-locks w/backlit switches & accessory delay; power tailgate lock

- Powerpoint – auxiliary two (2) in instrument panel
- Scuff plates – front, color-coordinated
- Seats – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror
- Window – Rear, fixed

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Belt-Minder® (front safety belt reminder)
 - chime & flashing warning light on I/P if belts not buckled
- Center High-mounted Stop Lamp (CHMSL)
- Driver and passenger frontal airbag; passenger side deactivation Switch
- Ford Security Package (1-Year included with activation)
- Headlamps – Quad beam jewel effect halogen
- Individual Tire Pressure Monitoring System (TPMS)
- Mirrors – Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- Rear View Camera
- Remote keyless entry
- Safety belts – w/height adjustment D-ring
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control

FORD CO-PILOT360™ TECHNOLOGY

- AutoLamp (Auto On/Off Headlamps)
 - Cruise Control
 - Hill Start Assist
- ### FUNCTIONAL
- Audio – AM/FM stereo/MP3 Player (four (4))
 - Alternator – 157 AMP
 - Battery

- Gas engine – 750-CCA, 78-AH, single
- Diesel engine – 750-CCA, 68-AH, dual AGM (6.7L Power Stroke® Diesel engine)
- FordPass Connect™ (5G)
 - 5G Wi-Fi hotspot connects up to 10 devices 1
 - Remotely start, lock and unlock vehicle
 - Schedule specific times to remotely start vehicle
 - Locate parked vehicle
 - Check vehicle status
- Rear axle – Non-Limited-Slip (F-250 and F-350)
- SYNC® 4
 - 8" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud
 - AppLink® w/App Catalog
 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility — Digital Owner's Manual

9950# GVWR Regular Cab 8 Ft. Box, 142"WB, 10000# GVWR

☐	Base Price 4x2 (F2A/600a), (T.4)	\$42,878.00
☐	Base Price 4x4 (F2B/600a), (T.6)	\$45,365.00

10000# GVWR SuperCab 6 3/4 Ft. SHORT Box, 148"WB, 10000# GVWR

☐	Base Price 4x2 (X2A/600a)	\$45,165.00
☒	Base Price 4x4 (X2B/600a), (T.7)	\$47,697.00

10000# GVWR SuperCab 8 Ft. Box, 164"WB, 10000# GVWR

☐	Base Price 4x2 (X2A/600a), (T.5)	\$45,346.00
☐	Base Price 4x4 (X2B/600a) (T.8)	\$47,878.00

10000# GVWR Crew Cab 6 3/4 Ft. SHORT Box, 160" WB, 10000# GVWR

☐	Base Price 4x2 (W2A/600a)	\$46,684.00
☐	Base Price 4x4 (W2B/600a)	\$49,211.00

10000# GVWR Crew Cab 8 Ft. Box, 176" WB, 10000# GVWR

☐	Base Price 4x2 (W2A/600a)	\$46,864.00
☐	Base Price 4x4 (W2B/600a)	\$49,400.00

<u>Available Standard Options</u>	<u>Option</u>	<u>Price</u> <u>Reg.&Super/Crewcab</u>
☐ 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	9995.00
☐ CNG/LPG Fuel Capable Engine (Gas Engine Only)	98F	315.00
☐ Engine Block Heater	41H	100.00
☐ Rapid-Heat Supplemental Cab Heater	41A	250.00
☒ Seats, 40/20/40 Split Bench Vinyl	AS	Standard
☐ Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
☐ Seat, Vinyl High Back Buckets	LS	355.00
☐ Seats, Cloth High Back Buckets	4S	515.00/615.00
☒ Interior Work Surface (40/20/40 Cloth or Vinyl Seats Only)	52S	140.00
☐ Tires, LT245/75Rx17E All-Terrain (5)	TBM	165.00
☐ Engine Idle Shutdown Timer (Can Be Set 1-30 Minutes)	86K	250.00
☒ Powercode Remote Start System	76S	250.00
☒ Power Sliding Window (Includes Privacy Glass with Heated Backlight/Rear Window Defrost Super and Crew Cab Only)	435/43B/924	435.00
☐ Dual Alternators 410 amp	67B	115.00
☐ Alternator 250 amp (6.8L Gas Only)	67E	85.00
☐ Dual Batteries (68 Amp.) (Gas Engines Only, Includes Dual Alternators 410 amp)	86M/67B	325.00
☐ Pro Power Onboard – 2KW (Includes Dual Batteries 86M)	43K/86M	1195.00
☒ 120V/400W Outlet	43C	175.00
☐ Keys Extra (Regular) \$75.00 x __ =	Sig	75.00 ea
☐ Keys Extra (With Power Group) \$220.00 x __ =	Sig	220.00 ea
☒ Trailer Brake Controller Tow Command	52B	300.00
☐ Transmission Power Take-Off Provision (6.7L Diesel Only)	62R	280.00
☒ Cab Steps Molded Black	18B	320.00/445.00
☒ Roof Clearance Lights	592	80.00
☐ Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00
☐ Upfitter Switches (6) located in overhead console)	66S	165.00
☐ Ford Pro Upfit Integration System	18A	400.00

[]	Snow Plow Prep Package(N/A with 67H)	473	250.00
[]	Camper Package	471	160.00
[]	Snow Plow/Camper Package	47B	305.00
[]	Suspension Package, Heavy Service(N/A with 473)	67H	125.00
[]	Payload Upgrade Package	68U	100.00
(Not Available Regular Cab 4x2 F2A)			
[]	XL Chrome Pkg. (Chrome front and rear step bumper, Bright Chrome Hub Covers and Center Ornaments & BoxLink with Brackets and 4 Premium Locking Cleats)	96V	225.00
[]	XL Drivers Assist Pkg. (Automatic High Beam, Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning	96D	730.00
[]	4x4 Off-Road Pkg (Includes. Skid Plates, E-Locking Axle, and Tires, (5) LT245/75Rx17E All-Terrain)	17X/X3E/TBM	1090.00
[]	Tow Technology Pkg. (360-Degree Camera Package, Driver Assist Package, Lane Departure Warning (XL only), Pro Trailer Backup Assist™, Pro Trailer Hitch Assist™, and Trailer Reverse Guidance	52T/874/96D	2785.00
[x]	360-Degree Camera Package (Driver Assist Package, 360-Degree Camera System (Incl. Picture in Picture capability), Center High-Mounted Stop Lamp (CHMSL) Camera, Wired Aux Trailer Camera Compatibility, BLIS with Cross-Traffic Alert / BLIS with Trailer Coverage, LED Center High-Mounted Stop Lamp (CHMSL), Rear Parking Sensors, and Reverse Sensing System w/ Reverse Brake Assist	874/96D	1880.00
[]	Axle, Electronic Locking	X3_	430.00
[]	Drop in Plastic Bedliner	85L	350.00
[x]	Tough Bed(Spray-in-bedliner)	85S	595.00
[]	Bed Mat(N/A w/85S Tough Bed Spray-in-Bedliner)	85M	180.00
[x]	Splash Guards/Mud Flaps	61S/62S	130.00
[]	Wheel Well Liner (Front)	61L	180.00
[x]	Wheel Well Liner Front and Rear	61N	325.00
[]	Exterior Backup Alarm	76C	140.00
[]	LED Box Light (Not Available with LED Warning Strobes 91S)	66L	60.00
[x]	360-Degree Dual Beacon LED Warning Strobes-Amber	91S	650.00

Total Price \$52,977.00 ea

Colors for F-250

Exterior Colors

Race Red

Argon Blue Metallic

Avalanche

Agate Black

Oxford White

Carbonized Gray Metallic

SPECIAL PAINT

School Bus Yellow Add \$660.00

Omaha Orange Add \$660.00

Green Gem Add \$660.00

Iconic Silver Metallic Add \$660.00

Interior Steel (Grey)

[PQ] []

[E9] []

[DR] []

[UM] []

[Z1] [x]

[M7] []

[BY] []

[MB] []

[W6] []

[JS] []

ATTACHMENT D



June 4, 2025

City of Birmingham
Attn: Chad Check:
151 Martin St.
Birmingham, MI 48012

Dear Chad Check:

Price on 2025 Vehicle State of Michigan Contract# MA 240000001208 and Macomb County Contract# 21-18 Bid:

2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 5 ½' Box \$57,246.00 ea

Order Cutoff Date: TBD.

Delivery date: Approximately 90-120 Days A.R.O.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty. Service to be handled by your local Ford Dealer.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

2025 F-150 Super Crew XLT

Major Standard Equipment

MECHANICAL

- 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard on 141" and 145")
- 5.0L V8 with Auto Start-Stop Technology (standard on 122" and 157")
- 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- Auto Hold
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Trail – 4x2 only
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Deep Snow/Sand, Mud/Rut – 4x4 only
- Electronic Ten-Speed Automatic Transmission • Fail-Safe Cooling
- Jack
- Electric Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate • Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- Bed Storage Boxes (NA w/ 8' Box)
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank
- Standard Range 23 Gallon (Regular Cab 6.5' Box)
- Extended Range 36 Gallon (Regular Cab (NA w/ 6.5' Box), SuperCab and SuperCrew®)
- Fully Boxed Steel Frame
- Grille – Black Coast to Coast
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Power Glass with Heat and Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier – Rear Under Frame
- Spare Tire
- Stone Cuffs, Front & Rear
- Tailgate Lift Assist
- Tailgate – removable with key lock
- Tires
- 245/70R 17 BSW all-season tires (A/S) 4x2
- 265/70R 17 BSW all-terrain tires (A/T) 4x4
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
- Wheels – 17" silver steel
- Wipers – Intermittent speed

INTERIOR/COMFORT

- 12" Productivity Screen in Instrument Cluster
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Auxiliary Audio Input Jack
- Black Vinyl Floor Covering
- Compass Display in Instrument Cluster
- Cruise Control
- Dome Light • Door trim – Soft armrest, grab handle and front map pockets
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
- Front – A-Pillar, Driver and Passenger Side — Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Powerpoint 12V
- Power Door-Locks with Flip Key and Integrated Key Transmitter
- Keyless-Entry (incl. Autolock)

- Power Windows (Front/Rear) – One-touch Up/Down Driver and Passenger Front Windows (Rear Power Windows not available on Regular Cab)
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plates – MIC, Front
- Seat, Front
- Cloth 40/20/40
- 2-Way manual driver/passenger
- Armrest
- Seat, Rear
- Cloth
- USB charging ports – two (2)
- 60/40 flip-up split seat (SuperCab)
- 60/40 flip-up split seat with elongated cushion (SuperCrew®)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
- Driver and Passenger Front Airbags
- Driver and Passenger Seat-Mounted Side Airbags — Safety Canopy®
- Side-Curtain Airbags (1st and 2nd row coverage)
- Curve Control
- LED Reflector Headlamps – Black Bezels
- Perimeter Alarm
- Rainlamp Wiper Activated Headlamps
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)
- Stolen Vehicle Services (1-year Plan Included)
- Ford Co-Pilot360™ 2.0
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Pedestrian Detection
- Forward Collision Warning
- Dynamic Brake Support
- BLIS® with Cross-Traffic Alert
- Lane-Keeping System
- Lane-Keeping Alert
- Lane-Keeping Aid
- Driver Alert
- Rear View Camera
- Auto High Beams
- Reverse Sensing System
- Reverse Brake Assist
- Post-Collision Braking
- Autolamp – Auto On/Off Headlamps

FUNCTIONAL

- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
- Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver)
- FordPass™ Connect (5G)
- 5G LTE Wi-Fi hotspot connects up to 10 devices
- Schedule specific times to remotely start vehicle
- Locate parked vehicle
- Check vehicle status
- Hill Start Assist
- SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM® with 360L)
- 12" LCD Capacitive Touchscreen with Swipe Capability
- Wireless Phone Connection
- Cloud Connected
- AppLink® w/App Catalog
- 911 Assist®
- Apple CarPlay® and Android Auto™ Compatibility
- Digital Owner's Manual
- Conversational Voice Command Recognition
- Connected Navigation.
- USB charging ports – two (2)
- USB data charging ports – two (2)

XLT Contains All Standard Equipment Plus:

EXTERIOR

- Bumper, Front – Chrome with Body-color Fascia
- Bumper Rear – Chrome
- Electronic Rear-Window Defroster
- Door and tailgate handles – Black
- Grille – Coast to Coast Black
- LED Fog Lamps
- Tires
- 245/70R 17 BSW all-season (A/S) (4x2)
- 275/65R18 BSW all-terrain (A/T) (4X4)

- Rear Privacy Glass

- Wheels

- 17" Silver Painted Aluminum (4x2)

- 18" Chrome-like PVD (4x4)

INTERIOR/COMFORT

- Carpet – Color-coordinated with Carpeted Floor Mats

- Seat, Front

- Cloth 40/20/40

- 2-Way manual driver/passenger

- Manual lumbar (driver)

- Armrest

- Seat, Rear

- Cloth

- USB charging ports – two (2)

- 60/40 flip-up split seat with elongated cushion (SuperCrew®)

- Rear Under-seat Storage

- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking

- Visors with Driver and Passenger Covered Mirrors

FUNCTIONAL

- Zone Lighting

XLT 300A Crew Cab 5.5 Ft. Box 145" WB

[x] Base Price W3L 4x4 (3.5L GTDI Hybrid engine 7400 GVWR 2080 PAYLOAD) 99D/44H

\$48,716.00

XLT 300A Crew Cab 6.5 Ft. Box 157" WB

[] Base Price W3L 4x4 (3.5L GTDI Hybrid engine 7400 GVWR 2080 PAYLOAD) 99D/44H

\$49,431.00

Options included with Hybrid

[X] XLT Low Mid Package

301A

- Cloth 40/20/40 front seats (8-way power driver's seat w/ power driver lumbar; Armrest w/storage and Locking storage under 20% seat)
- 6" Angular Bright Anodized Step Bar
- Chrome Door and Tailgate handles
- Grille – Black Painted Coast to Coast Black Mesh with chrome center bar
- Dual-zone Electronic Automatic Temperature Control (DEATC)

[X] Mobile Office Package (301A & 302A Packages Only)

50M

- Console Worksurface
- 400W Outlets (Cab & Bed)
- Bucket Seats

Free Standing Options

[x] XLT Mid Package

Option Code

Price

302A

5440.00

- Includes XLT Low Mid Package 301A
- Connected Navigation
- Ford Co-Pilot360™ Assist 2.0
 - 360-Degree Camera
 - Adaptive Cruise Control (ACC) (Lane Centering, Predictive Speed Assist, & Stop & Go)
 - AEB Oncoming
 - Driver State Detection
 - Evasive Steering Assist
 - Front Parking Sensors
 - Towing Technology (Pro Trailer Backup Assist™ & Pro Trailer Hitch Assist™)
- Auto Dimming Rear View Mirror
- Manual-folding, Power Glass Sideview Mirrors with Heat, Turn Signal, (Driver's Side), High-Intensity LED Security Approach Lamps, LED Sideview mirror Spotlights and Chrome Skull Caps (incl. interior auto-dimming rearview mirror)
- Remote Start System with Remote Tailgate Release
- Cloth 40/Console/40 Seats (10-way power driver seat w/ power lumbar, 8-way power passenger seat w/ power lumbar)
- Heated Front Seats
- Intelligent Access with Push-Button Start (incl. Approach Detection)
- Power-Sliding Rear Window
- 400W Outlets (Cab & Bed)

[] XLT Luxury Package		
• Includes XLT Low Mid Package 301A and XLT Mid Package 302A • 20" Chrome-Like PVD Wheel • B&O Sound System by Bang & Olufsen with HD Radio™ (8 speakers including subwoofer) • Power-Adjustable Pedals • Mobile Office Package		
	303A	9915.00
[] FX4 Off Road Package (4X4 Only)		
• Electronic-locking rear-axle • 4x4 "FX4 Off-Road" bodyside decal • Hill Descent Control™ • Off-Road tuned front shock absorbers • Monotube Rear Shocks • Rock Crawl Mode • Skid plates: fuel tank, transfer case and front differential		
	55A	1095.00
[x] Tow Haul Package		
• Integrated Brake Controller • Locking Rear Axle • Upgraded Rear Bumper		
	53T/67T/XL	785.00
[x] Bed Utility Package		
• Tailgate Step • Tailgate Work Surface • Four (4) Pickup Box Tie-Down Plates • LED Box Lighting		
	68L	635.00
[] Black Platform Running Boards (Base XLT 300A Only)		
	18B	250.00
[] Trailer Tow Mirrors Sideview Manual-folding, Manual Telescoping		
	54Y/59S	590.00
Power Glass with Heat, Turn Signal Auto-Dimming Feature (Driver's Side), High-Intensity LED Security Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps Requires Tow Haul Package (53T/67T/XL)		
[] Vinyl Black Flooring		
	16G	N/C
[] LT265/70R18C BSW All-Terrain (A/T) Tires (301A and 302A Only)		
	T8C	295.00
[x] Skid Plates 4x4 Only		
	413	160.00
[] Axle Locking Rear		
	XL	570.00
[] Pro Power Onboard – 7.2 KW		
	477	850.00
[x] Daytime Running Lights		
	942	50.00
[] Engine Block Heater		
	41H	190.00
[x] Back up Alarm System		
	85H	220.00
[] Front License Plate Holder		
	153	N/C
[x] Front and Rear Molded Splash Guards		
	DIO	150.00
[x] Spray in Bedliner		
	96W	595.00
[] Bed Liner – Plastic, Drop-in (NA w/ Cable Lock – 47S)		
	96P	350.00
[] Tonneau Pickup Box Cover – Soft Folding		
	96T	590.00
[] Tonneau Pickup Box Cover – Hard Folding		
	96X	1200.00
[] Tonneau Pickup Box Cover – Retractable		
	96J	2200.00
[] LED Warning Strobes – Amber		
	94S	650.00
[] LED Warning Strobes – Amber/White		
	94W	650.00

TOTAL \$57,246.00 ea

Colors & Trim Availability:

<u>Exterior</u>		<u>Interior</u>	
		<u>(Med. Earth Grey)(MS)</u>	
Agate Black		(UM)	[]
Oxford White		(YZ)	[]
Carbonized Gray		(M7)	[]
Avalanche		(DR)	[]
Iconic Silver		(JS)	[]
Atlas Blue		(B3)	[]
Space White		(A3)	[]
SPECIAL PAINT			
Rapid Red Clearcoat Add \$495.00		[D4}	[x]
Vermillion Red Add \$660.00		[E4}	[]
School Bus Yellow Add \$660.00		[B1]	[]



MEMORANDUM

Planning Department

DATE: June 30, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 479 S. Old Woodward – Birmingham Tower – Special Land Use Permit, Final Site Plan & Design Review (**REQUEST TO POSTPONE**)

INTRODUCTION:

The applicant has submitted a Special Land Use Permit and Final Site Plan & Design Review application seeking a modification of the approved floor plans. The newly proposed floor plans would contain commercial/retail uses on floors 1 and 2, office use on floors 3 and 4, and residential on the 5th floor. No other changes would occur to the façade or general site. Due to the change in floor plans, the required on-site parking has changed considerably. As a part of this Special Land Use and Site Plan Review, the applicant has submitted a petition seeking a waiver of 49 off-street parking spaces pursuant to Article 3, Section 3.04 (D)(3)(a) of the Zoning Ordinance.

The subject site, 479 S. Old Woodward, is located at the south end of Downtown Birmingham in the B3 (Office-Residential) and D4 (Downtown Overlay) zoning districts. The site is currently under construction and is slated to be completed in 2026. The site is directly adjacent to the existing Birmingham Place mixed-use building to the north, and is across Hazel Street from the 555 mixed-use building to the south.

At this time, City Staff is requesting that the City Commission postpone the public hearing to a date certain of August 11, 2025 due to the recent postponement at the Planning Board. As stated in Article 7, Section 7.34 of the Zoning Ordinance, 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.

BACKGROUND:

On June 24, 2020 ([Agenda](#) – [Minutes](#)), the Planning Board accepted the Community Impact Study and approved the Preliminary Site Plan for a new five story mixed-use building.

On September 23, 2020 ([Agenda](#) – [Minutes](#)), the applicant obtained Final Site Plan & Design Review approval from the Planning Board. The approved plans had 50 residential units, two levels

of underground parking for residents, and ground level parking for ground level retailers for a total of 84 parking spaces on-site. During the hearing, the applicant indicated they would be applying to be within the Parking Assessment District. The subject property has since been denied such admittance. It was determined that all assessments for public parking structures have been paid and a retroactive fee may not be assessed given the City's 20-year timeline expiration from the initial assessment.

On January 12, 2021 ([Agenda](#) – [Minutes](#)), the applicant obtained a variance to allow 7 parking spaces within 20 feet of the ground level building frontage along Hazel Street and to have two loading spaces less than 40 feet long (35 feet) facing Woodward Avenue.

On August 25, 2021 ([Agenda](#) – [Minutes](#)), the Planning Board approved a request for a Final Site Plan extension.

On September 28, 2022 ([Agenda](#) – [Minutes](#)), the applicant appeared before the Planning Board for a revised Final Site Plan. The applicant indicated they could not construct two levels of underground parking and revised the site plan to include one level of underground parking and no ground level parking. The revised plans were 74 parking spaces short of the Zoning Ordinance requirement. The Planning Board moved to deny the Final Site Plan by a vote of 4-2.

On November 8, 2022 ([Agenda](#) – [Minutes](#)), the applicant appeared before the Board of Zoning Appeals to request a variance of 74 parking spaces, claiming that they could not structurally provide two levels of underground parking. The applicant's request was denied by a vote of 6-1.

On September 28, 2022 ([Agenda](#) – [Minutes](#)), the applicant appeared before the Planning Board for an ordinance amendment to allow parking requirements of the D4 Overlay zoned properties outside of the former parking assessment districts to be waived through a SLUP. The applicant claimed they could not provide two levels of underground parking to accommodate required off-street parking, and therefore needed a waiver of requirements. The Planning Board recommended approval of the ordinance amendment to the City Commission by a vote of 4-2.

On December 5, 2022 ([Agenda](#) – [Minutes](#)), the applicant appeared before the City Commission for their ordinance amendment to allow parking requirements of D4 Overlay zoned properties outside of the former parking assessment districts to be waived through a SLUP. The City Commission approved the ordinance amendment by a vote of 5-2. Therefore, it is now possible for the applicant to have parking requirements waived by the City Commission through the provisions of a SLUP.

On January 25, 2023 ([Agenda](#) – [Minutes](#)), the applicant appeared before the Planning Board for Final Site Plan & SLUP review to request a waiver of 58 parking spaces. The proposed site plan and SLUP included ground level retail and restaurant, office on the second floor, and residential uses on floors three, four, and five. The site plan had one level of underground parking with 37 parking spaces, creating a shortage of 58 spaces. The Planning Board moved to postpone the hearing and requested that the applicant amend the site plans to support a less intensive use and reduce the shortage of parking.

On March 22, 2023 ([Agenda](#) – [Minutes](#)), the Planning Board moved to approve the Final Site Plan and Design Review for a modified site plan that contained retail and restaurant on the first floor, office on the second and third floor, and residential uses on the fourth and fifth floor. In addition,

the site plans contained two levels of underground parking that would accommodate 64 spaces with ground level parking containing 12 spaces with 11 lifts, totaling 87 spaces for the site.

On May 9, 2023 ([Agenda](#) – [Minutes](#)), the Board of Zoning Appeals moved to grant a variance of 11 off-street parking spaces. The BZA also tied the variance to the plans.

On March 26, 2025 ([Agenda](#) – [Minutes](#)), the Planning Board reviewed a new Final Site Plan & Design Review application to modify the previously approved floor plans. The newly proposed floor plans would contain commercial/retail uses on floors 1 and 2, office use on floors 3 and 4, and residential on the 5th floor. Due to the change in floor plans, the required on-site parking changed considerably. Ultimately, the Planning Board moved to postpone the application seeking clarification regarding the parking strategy and neighboring ownership/access for the potential shared parking strategy that was proposed.

On May 28, 2025 ([Agenda](#) – [Minutes](#)), the Planning Board fielded a new Special Land Use Permit and Final Site Plan & Design Review application to modify the floor plans and pursue a waiver pursuant to Article 3, Section 3.04 (D)(3)(a) for 49 off-street parking spaces. Due to concerns about the clarity of the public notices that were issued, the Planning Board moved to postpone the application and allow the City to provide a new round of notices.

On June 25, 2025 ([Agenda](#)), the Planning Board moved to postpone the application to a date certain of July 23, 2025 due to a late submission of a technical memo regarding parking at the development sent by the applicant.

LEGAL REVIEW:

The City Attorney has reviewed this request and finds it consistent with the ordinance for City Commission consideration.

FISCAL IMPACT:

There are no fiscal impacts associated with the Special Land Use Permit and Final Site Plan & Design Review application submitted.

SUSTAINABILITY:

There are no direct sustainability impacts associated with the proposed development.

DESIGN CONSIDERATIONS:

As emphasized in the Planning Board report, there are no changes proposed to the design of the building aside from the layout of the interior floor plans. The exterior of the building, the height of the building, and all other bulk/area/setback dimensions are not changing as a part of this application.

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. The Planning Department provided another round of legal notices for the Planning Board meeting on June 25, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of

the subject site in advance of the public hearing at the Planning Board on May 28, 2025 and June 25, 2025. Similar legal and postcard notices were sent out to advertise the public hearing at the City Commission on July 14, 2025. Due to the postponement at the Planning Board to a date certain of July 23, 2025 and the adjournment of the public hearing at the City Commission to a date certain of August 11, 2025, new legal or postcard notices are not required. However, as a courtesy, an additional postcard notice will be sent to advertise the new hearing dates.

SUMMARY:

The Planning Department requests that the City Commission consider postponing the Special Land Use Permit and Final Site Plan & Design Review application for 479 S. Old Woodward, to permit 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 to a date certain of August 11, 2025.

ATTACHMENTS:

Please see attached the following documents:

- Site/Design Plans
- Application Materials

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to postpone the Special Land Use Permit and Final Site Plan & Design Review application for 479 S. Old Woodward, to permit 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 to a date certain of August 11, 2025.

SPACES	AREAS
PARKING	14,951.1 S.F

TOTAL GROSS AREA -PARKING LEVEL B	18,167 S.F
--------------------------------------	------------

B

A

BOWERS+ASSOCIATES, INC.

2400 SOUTH HURON PARKWAY

ANN ARBOR, MI 48104

P: 734.975.2400

WWW.BOWERSARCH.COM

CONSULTANT + NAME

PROJECT + INFORMATION

BIRMINGHAM TOWERS

MIXED USE

469-479 SOUTH OLD WOODWARD AVE

BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

20 JUNE 2023

21 JUNE 2023

22 JUNE 2023

20 JAN 2025

SHEET + TITLE

LOWER LEVEL B

FLOOR PLAN

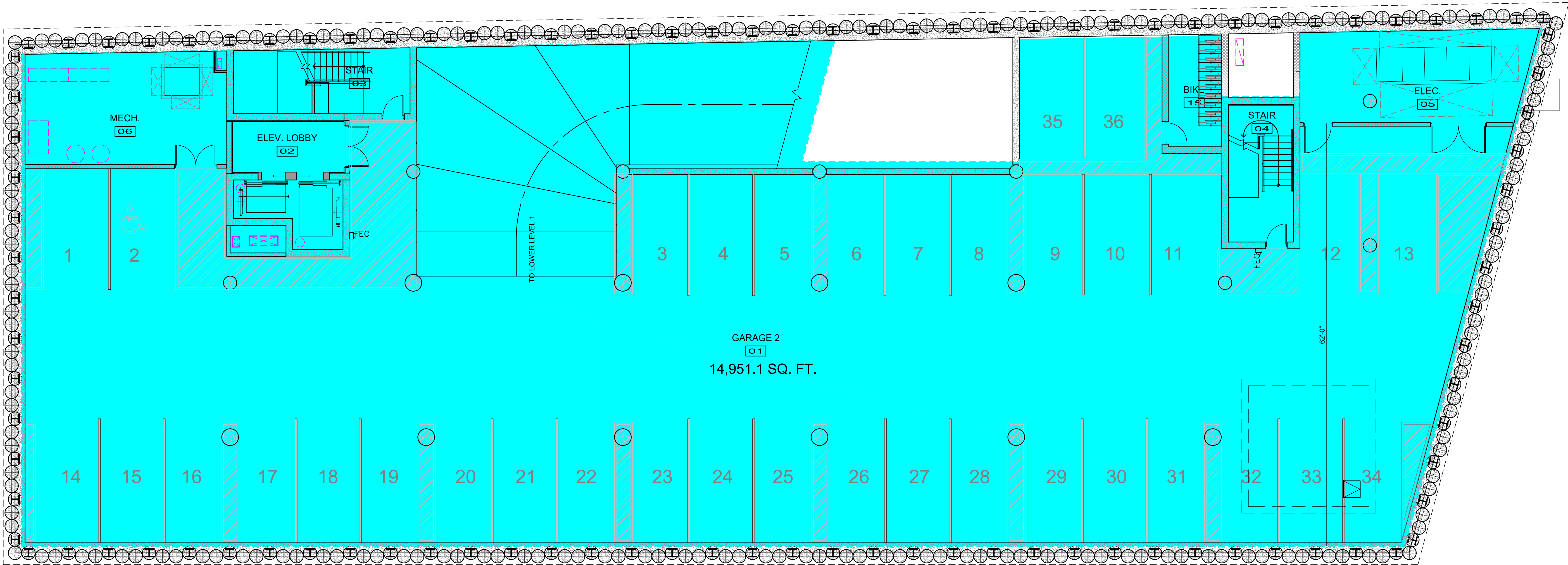
AREA SF

22222AG2xx.DWG

SHEET + NUMBER

G-200A

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LOWER LEVEL B FLOOR PLAN
NTS

SPACES	AREAS
PARKING	15,149.3 S.F

TOTAL GROSS AREA -PARKING LEVEL 1A	18,167 S.F
---------------------------------------	------------

B

A

BOWERS+ASSOCIATES, INC.

2400 SOUTH HURON PARKWAY

ANN ARBOR, MI 48104

P: 734.975.2400

WWW.BOWERSARCH.COM

CONSULTANT + NAME

PROJECT + INFORMATION

BIRMINGHAM TOWERS

MIXED USE

469-479 SOUTH OLD WOODWARD AVE

BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

20 JUNE 2023

21 JUNE 2023

22 JUNE 2023

20 JAN 2025

SHEET + TITLE

LOWER LEVEL 1A

FLOOR PLAN

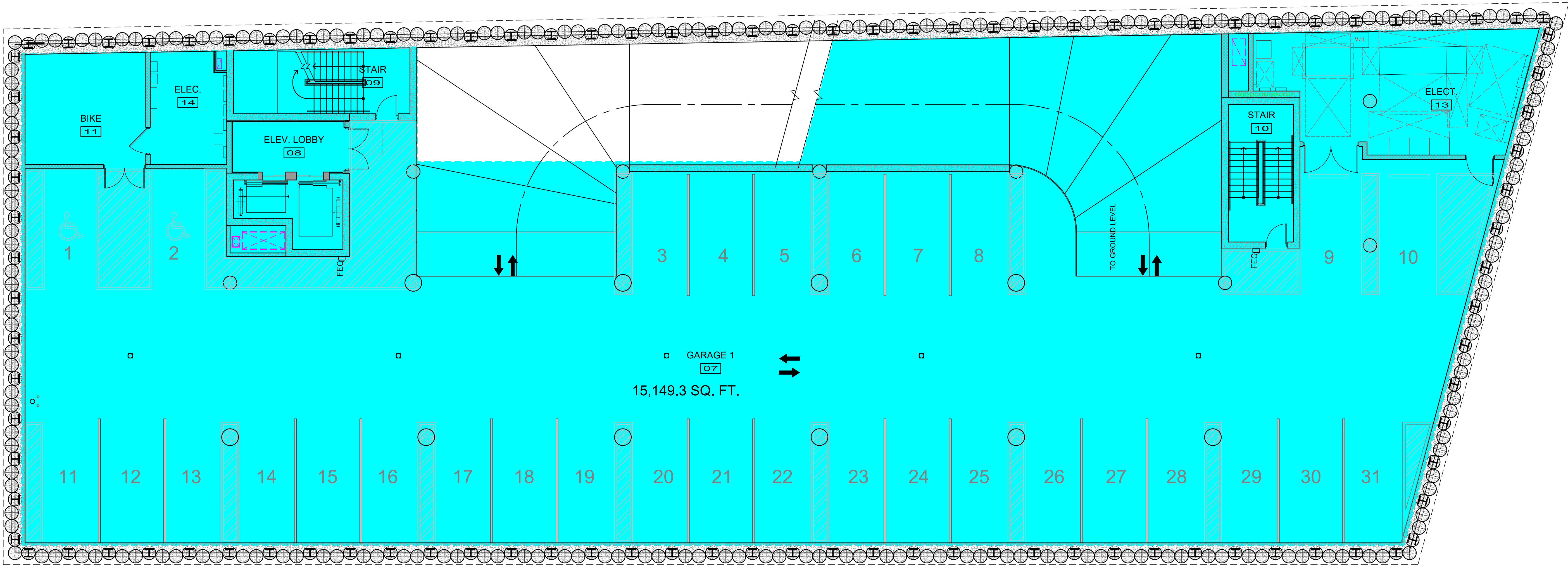
AREA SF

22222G2xx.DWG

SHEET + NUMBER

G-200B

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LOWER LEVEL 1A FLOOR PLAN
NTS



ROWE & ASSOCIATES, INC.
2400 SOUTH HUNTER PARKWAY
ANN ARBOR, MI 48104
734.761.8000
WWW.ROWEARCH.COM

CONSULTANT + NAME

PROJECT + INFORMATION
BIRMINGHAM TOWERS
MIXED USE
400-475 SOUTH OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

20 JUNE 2023
21 JUNE 2023
22 JUNE 2023

SHEET + TITLE

FIRST LEVEL
FLOOR PLAN
AREA SF

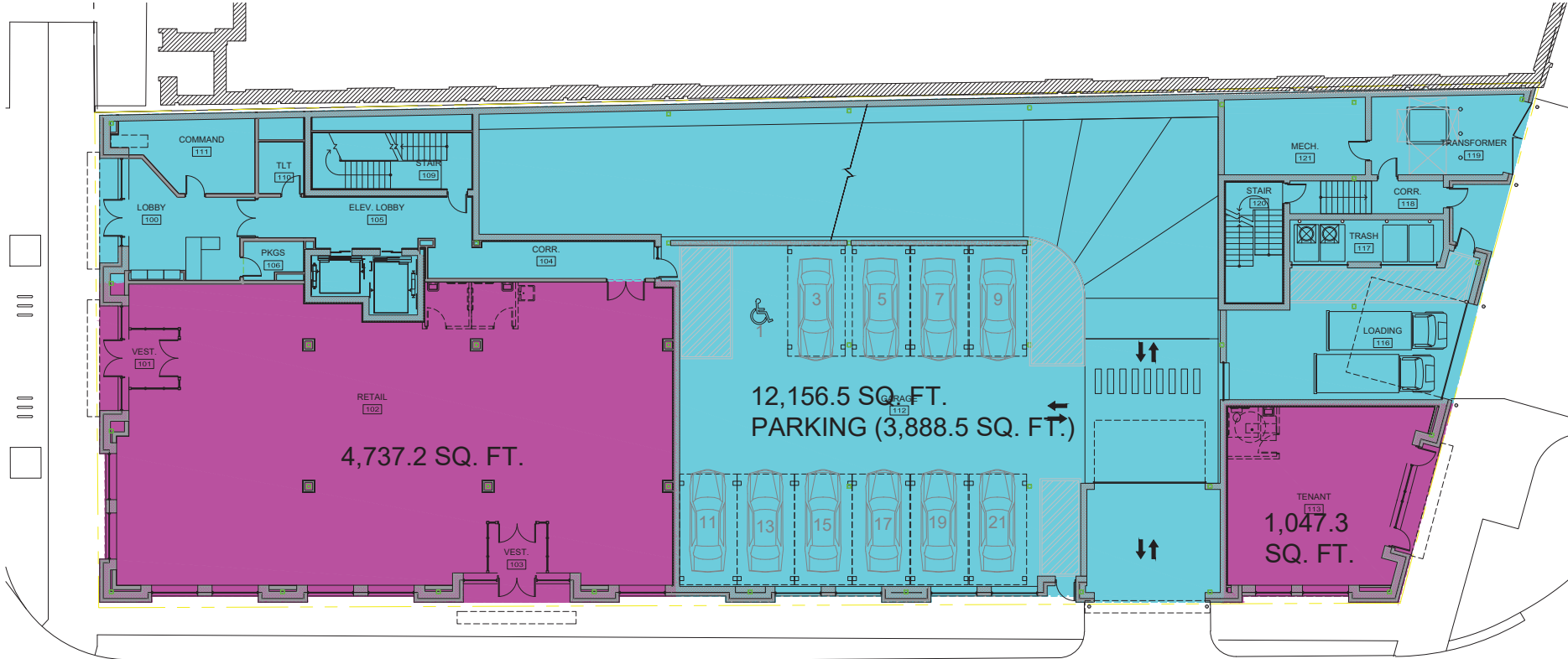
2222222x DWG

SHEET + NUMBER

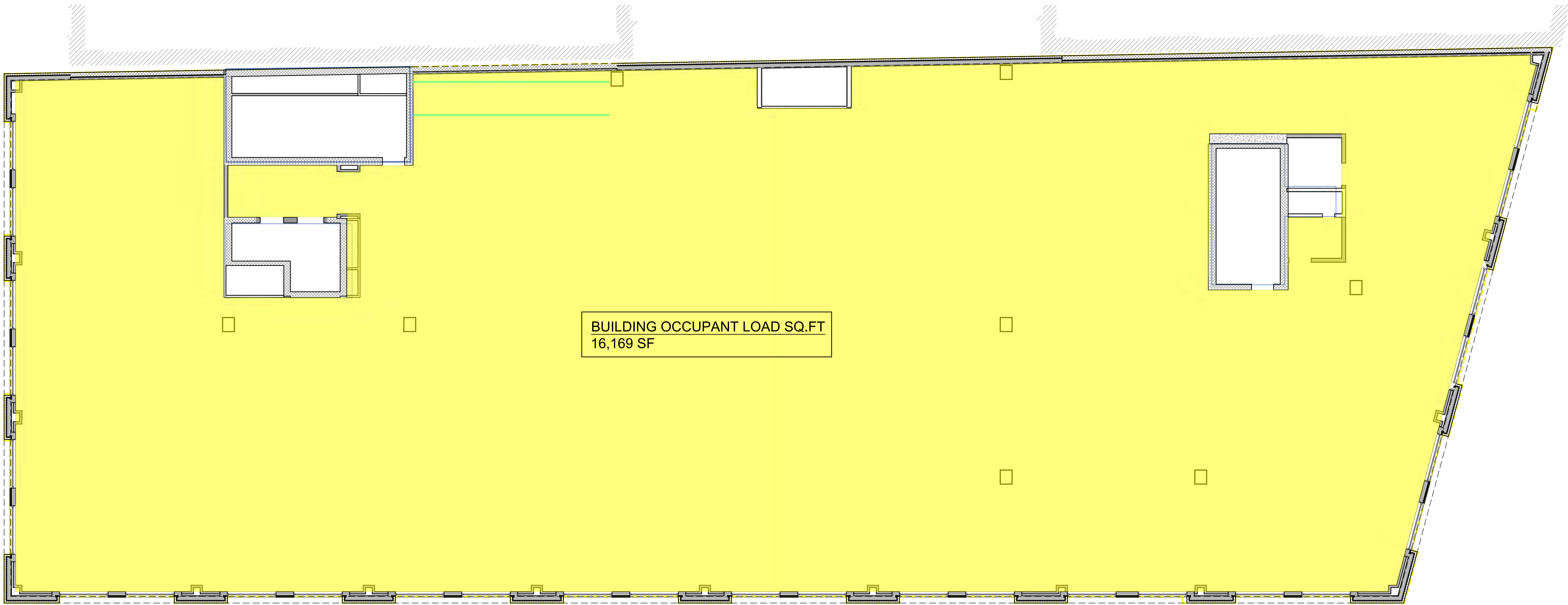
G-201

SPACES	AREAS
COMMON AREA	12,156.5 S.F
RETAIL	5,784.5 S.F

TOTAL GROSS AREA-1ST FLR.	17,941 S.F
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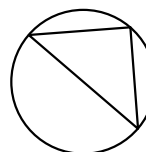


FIRST (GROUND) LEVEL PLAN
NTS



BUILDING
OCCUPANT LOAD
SQ.FT-2ND FLR.

16,169 S.F
B-USE



SECOND LEVEL FLOOR PLAN

NTS



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WWW.BOWERSARCH.COM

CONSULTANT + NAME

PROJECT + INFORMATION

BIRMINGHAM TOWERS
MIXED USE
469-479 SOUTH OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

21 MAR 2025

SHEET + TITLE

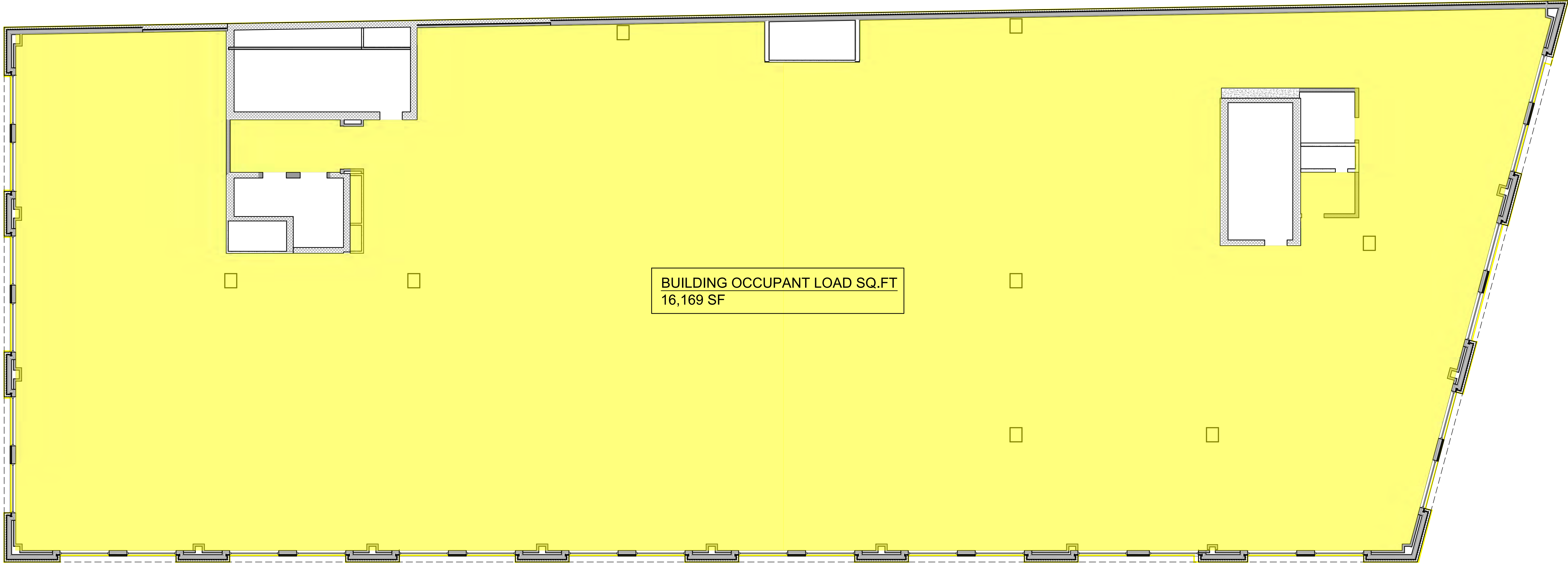
SECOND LEVEL
OCCUPANT LOAD
AREA SF

22222G2xx.DWG

SHEET + NUMBER

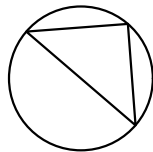
OCC-202

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BUILDING OCCUPANT LOAD SQ.FT-3RD FLR.	16,169 S.F B-USE
---	-------------------------

BUILDING OCCUPANT LOAD SQ.FT
16,169 SF



THIRD LEVEL FLOOR PLAN

NTS



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2400 SOUTH HURON PARKWAY
ANN ARBOR, MI 48104
P: 734.975.5400
WWW.BOWERSARCH.COM

CONSULTANT + NAME

PROJECT + INFORMATION

BIRMINGHAM TOWERS
MIXED USE
469-479 SOUTH OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

21 MAR 2025

SHEET + TITLE

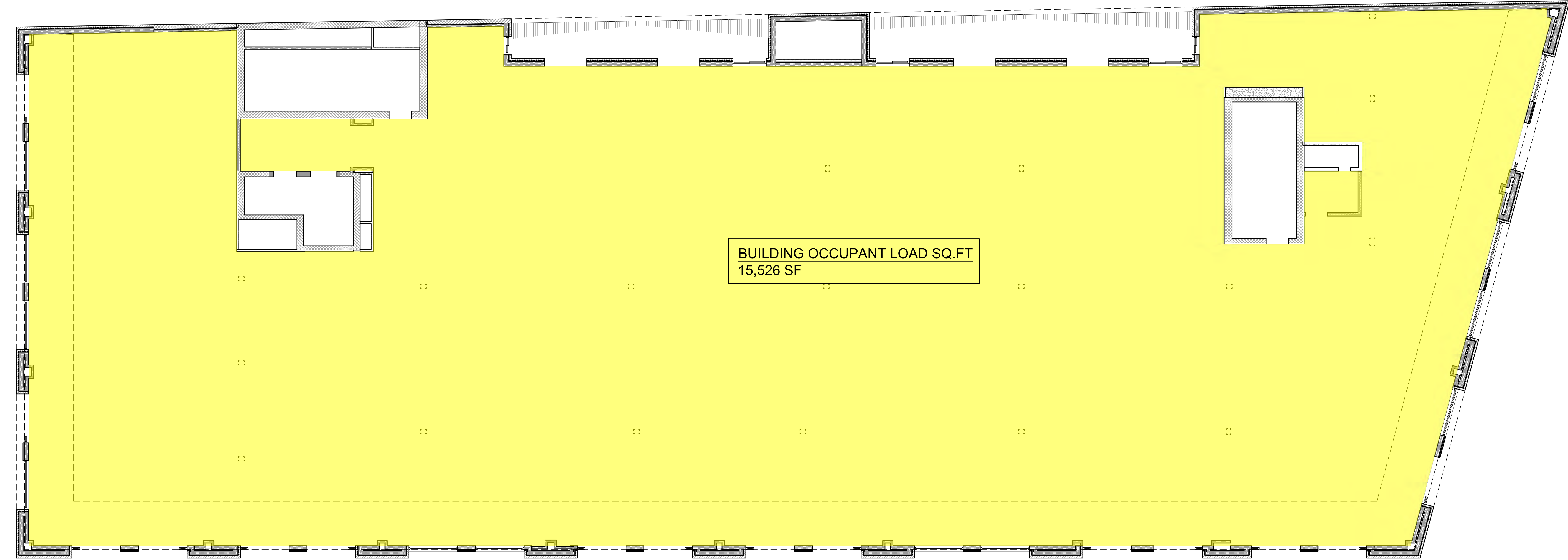
THIRD LEVEL
OCCUPANT LOAD
AREA SF

22222G2xx.DWG

SHEET + NUMBER

OCC-203

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BUILDING OCCUPANT LOAD SQ.FT-4TH FLR.	15,526 S.F B-USE
---	-------------------------

B|A

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2400 SOUTH HURON PARKWAY
ANN ARBOR, MI 48104
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WWW.BOWERSARCH.COM

CONSULTANT + NAME

PROJECT + INFORMATION

BIRMINGHAM TOWERS
MIXED USE
469-479 SOUTH OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

21 MAR 2025

SHEET + TITLE

FOURTH LEVEL
OCCUPANT LOAD
AREA SF

22222G2xx.DWG

SHEET + NUMBER

OCC-204

FOURTH LEVEL FLOOR PLAN
NTS



TOTAL
AREA-5TH FLR.

14,646 S.F

FIFTH LEVEL SCHEMATIC FLOOR PLAN
SCALE: 1/8" = 1'-0"

CONSULTANT + NAME

PROJECT + INFORMATION
BIRMINGHAM TOWERS
MIXED USE
469-479 SOUTH OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

10 MAY 2023	CON. REV.
19 JULY 2023	F. PERMIT
8 SEPT 2023	F. PER. REV.
22 SEPT 2023	BANK
02 NOV 2023	PERMIT
20 FEB 2024	B. PER. REV.
16 JULY 2024	BULL. 3
31 OCT 2024	DIMS COL
17 FEB 2025	LEV 5 REV

SHEET + TITLE
FIFTH LEVEL
FLOOR PLAN

22222A1xx.DWG

SHEET + NUMBER

A-105



J. Patrick Howe
(248) 835-2068
jphowe@jphowe.com

BIRMINGHAM THEATER BUILDING
231 S. Old Woodward Ave., Suite 217
Birmingham, Michigan 48009

May 21, 2025

VIA EMAIL ONLY

Birmingham Planning Board & City Commission
c/o Mr. Nicholas Dupuis
Planning Director
City of Birmingham
151 Martin St.
Birmingham, Michigan 48009

RE: Application for Final Site Plan Design Review to Modify Use of Floors 2 and 4 of Subject Building
Application for Special Land Use Permit to Reduce Parking Requirements for Non-Residential Uses Pursuant to Section 3.04(D)(3)(a) of the Birmingham Zoning Ordinance
Applicant: Birmingham Tower Partners LLC
Address: 479 S. Old Woodward Ave., Birmingham, Michigan 48009

Dear Members of the Birmingham Planning Board & City Commission,

This firm represents Birmingham Tower Partners LLC, which is in the process of constructing a five-story mixed-use building at 479 S. Old Woodward Ave. This project has been before both the Planning Board and City Commission a number of times for various applications and requests. We are hopeful that the request before you to modify the use of floors 2 and 4, and to reduce the parking requirements for non-residential uses, will be the final approvals required for the project to move forward without further delay. At the outset of this request, it is critically important to express three points:

1. There are no changes proposed to the exterior features of the building, all of which have been approved by the City;
2. There are no changes to the on-site parking spaces provided for the building, which will remain at 88 parking spaces (plus 2 on-street parking spaces if approved by the City Commission); and
3. The Applicant is not proposing a shared parking arrangement with any parties.

With these three points in mind, we ask that both the Planning Board and City Commission limit its focus to the following specific requests:

1. Change floor 2 from Office to Retail/Commercial use;
2. Change floor 4 from Residential to Office use; and

3. Reduce parking requirements for non-residential uses from 130 parking spaces to 81 parking spaces (plus 2 on-street parking spaces if approved by the City Commission).

The subject building is currently approved for the following uses:

Fifth Floor	Residential
Fourth Floor	Residential
Third Floor	Office
Second Floor	Office
First Floor	Retail

The Applicant is now requesting the following use modifications for Floors 2 and 4:

Fifth Floor	Residential [NO CHANGE]
Fourth Floor	Office
Third Floor	Office [NO CHANGE]
Second Floor	Retail/Commercial
First Floor	Retail [NO CHANGE]

It is the Applicant's intention at this time for Floors 3 and 4 to be occupied by an office tenant, and Floor 2 to be occupied by a retail and/or commercial tenant, as permitted under the Zoning Ordinance. So why are these use modifications required? We submit, and will elaborate in more detail at the public hearings on this matter, that these modifications are required to meet current market demands, and ensure the long term vitality of the building. Since this building was originally conceived in 2022, nearly 200 multifamily dwelling units have been built or approved in the City of Birmingham. Many of these units are highly amenitized, and offer on-site resident services that just can't be provided at a building that sits on less than ½ acre of land. At the same time, the City of Birmingham is ever evolving into a highly sought after destination retail environment, attracting national and international tenants, and customers from throughout the metropolitan area and greater Midwest region. This surge of retail activity is evident from various recent and forthcoming openings of specialty retailers in downtown Birmingham. As opposed to fighting this challenging dynamic of increased multifamily housing supply, and limited commercial space for retailers looking to plant a flag in Birmingham, we are seeking to slightly modify the uses in the building to welcome these residential and commercial trends. This is the right move for the building, and will be the right move for downtown Birmingham and its residents.

The impact that these use modifications will have on the building and surrounding area are very minor. There are absolutely no changes to the exterior features of the building, all of which have been approved by the City. Further, there will be no reduction in the on-site parking spaces provided for the building, which will remain at 88 parking spaces (plus 2 on-street parking spaces if approved by the City Commission). The only impact that these use modifications will have on the project is the Applicant's ability to strictly comply with the City's on-site parking requirements. The current approved mix of uses for the building requires 99 parking spaces. The Board of Zoning Appeals previously granted a parking variance of 11 spaces, which authorized the current approved

mix of uses to move forward with 88 on-site parking spaces. The proposed modified mix of uses before requires 137 parking spaces, leaving a deficiency of 49 parking spaces (which will be reduced to 47 parking spaces if 2 on-street parking spaces are approved by the City Commission). In 2023, the City Commission amended the Zoning Ordinance to authorize a reduction in parking requirements for non-residential uses in the D4 Zone. Section 3.04(D)(3)(a) of the Zoning Ordinance provides that:

For all non-residential uses in the D4 Zone located outside the former parking assessment district, the off-street parking requirements of Article 4 may be reduced or eliminated under the provisions of a Special Land Use Permit.

In addition to the Applicant's request for a modified site plan to change the uses of Floors 2 and 4, we are requesting the City Commission to reduce the parking requirements for non-residential uses within the building from 130 non-residential parking spaces to 81 non-residential parking spaces. This will result in 7 parking spaces being dedicated to residential users, and the remaining 81 parking spaces being shared by all other non-residential users of the building. We submit, and will elaborate in more detail at the public hearings on this matter, that: (i) the proposed modifications to the site plan meet the requirements set forth in Section 7.27(D) of the Zoning Ordinance, and (ii) a reduction in parking requirements for non-residential users under Section 3.04(D)(3)(a) of the Zoning Ordinance is appropriate for the following reasons:

- 1. The prior businesses on this site had a similar deficiency of on-site parking, and operated for many years without negatively impacting the health, safety and welfare of the City and its residents.**

The subject site was formerly occupied by a bank branch with drive through and a Chinese restaurant. The bank branch was 4,325 sf and the restaurant was 3,038 sf. The site provided 9 off-street parking spaces, which is illustrated on the site plan attached as **Exhibit A**. Applying the City's current on-site parking requirements, the property previously had a parking deficiency of 46 on-site parking spaces, which is calculated as follows:

Bank Branch	
4,325 sf (1 space per 300 sf)	14.5 parking spaces required
	9 parking spaces provided
Restaurant	
3,038 sf (1 space per 75 sf)	40.5 parking spaces required
	0 parking spaces provided
OVERALL	
	55 parking spaces required
	9 parking spaces provided
DEFICIENCY	
	46 parking space deficiency

The parking deficiency that previously existed is nearly identical to the parking deficiency presented by the proposed modified uses for the building. The prior bank and restaurant operated with this parking deficiency for many years, and for this reason, a reduction in the parking requirements for non-residential uses in the proposed building is appropriate.

2. The parking demands of a retail/commercial user on 2 floors and an office user on 2 floors, rarely overlap.

In today's ever changing office environment, it is rare for an office to be completely full at any given time. The Zoning Ordinance parking requirements have not been adjusted to accommodate this new reality. Furthermore, the hours that the retail and/or commercial business that would occupy the 1st and 2nd floors will have high parking demands during the evenings and on weekends, mostly outside of normal office hours. Accordingly, the parking needs of the office users and retail/commercial users will not significantly overlap, and ample parking will be available on-site for these two uses to co-exist. For this reason, a reduction in the parking requirements for non-residential uses in the proposed building is appropriate.

3. The building is located in the immediate vicinity of the former parking assessment district, is on the only D4 zoned parcel located outside of the former parking assessment district, and the parking requirements for the building should be reduced.

Section 3.04(D)(1) of the Zoning Ordinance provides that "all nonresidential uses located within the parking assessment district, parking on the site **shall not be required**, provided such site is in full compliance with the requirements of the parking assessment district." The subject building is located in the immediate vicinity of the former parking assessment district (see **Exhibit B**). While it has been established that there is no opportunity to reopen the former parking assessment district and add the subject building to this district, we submit that some flexibility should be afforded to the subject building given its proximity to various nearby public parking decks. Specifically, the Peabody Parking Garage is a 1 minute, 58 second walk from the subject building, and the Pierce Parking Garage is a 2 minute 43 second walk from the subject building (see **Exhibit C**). These two public parking garages will be utilized by workers, tenants and customers of the subject building, and for this reason, a reduction in the parking requirements for non-residential uses in the proposed building is appropriate.

4. There is ample off-street parking available in the nearby public parking decks to supplement the on-site parking available at the building.

To the extent additional parking spaces are required to meet the needs of workers, tenants and customers of the subject building, there is ample available parking available in the two closest public parking garages. Specifically, the Peabody Garage, which is

a 1 minute, 58 second walk from the building, has over 50 parking spaces available at its peak times during the day, and over 100 parking spaces available beginning at 5:00 PM each evening and on weekends (see **Exhibit D**). The Pierce Garage, which is a 2 minute 43 second walk from the subject building, has over 200 parking spaces available at its peak times during the day, and over 300 parking spaces available beginning at 5:00 PM each evening and on weekends (see **Exhibit E**). For these reasons, a reduction in the parking requirements for non-residential uses in the proposed building is appropriate.

5. The Special Land Use Permit requirements set forth in Section 7.36(A) of the Zoning Ordinance are met.

We submit that the proposal to reduce the parking requirements for non-residential uses under Section 3.04(D)(3)(a) of the Zoning Ordinance satisfies the approval criteria for a Special Land Use Permit set forth in Section 7.36(A) of the Zoning Ordinance. Specifically:

- (1) The parking plan for the building is consistent with and will promote the intent and purpose of this Zoning Ordinance, and there is ample on-site and nearby off-site public parking to serve the needs of the workers, tenants and customers of the subject building.
- (2) The parking plan for the building will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the parking of workers, tenants and customers of the subject building.
- (3) The parking plan is consistent with the public health, safety and welfare of the city, and the on-site and nearby public off-site parking will ensure that the parking does not negatively impact the public health, safety and welfare of the city.
- (4) Given that the on-site and nearby off-site public parking provides sufficient parking for the subject building, the project is in compliance with all other requirements of the Zoning Ordinance.
- (5) Given the availability of on-site and nearby off-site public parking, the parking of vehicles for the workers, tenants and customers of the subject building will not be injurious to the surrounding neighborhood.
- (6) The parking plan, to the extent applicable, is in compliance with state and federal statutes.

We acknowledge the significant and extensive work that the City has gone through to help facilitate the development of this important piece of property within the S. Old Woodward Ave.

district. We sincerely appreciate those efforts, and hope that we can work together to slightly modify the uses of this building and implement the Applicant's parking plan. Please feel free to contact me if you have any questions or concerns regarding this matter, and the information provided herein. We look forward to appearing with our client at the upcoming public hearings.

Very truly yours,

JPHOWE, PLLC

A handwritten signature in black ink, appearing to be 'JP' followed by a stylized flourish.

J. Patrick Howe

cc: Doraid Markus (via email)

EXHIBIT A



Birmingham Tower Partners, LLC
479 S. Old Woodward Ave.
Birmingham, Michigan 48009

EXHIBIT B



479 S. Old Woodward Ave.

Birmingham Tower Partners, LLC
479 S. Old Woodward Ave.
Birmingham, Michigan 48009

EXHIBIT C

Walking Distance to Peabody Parking Garage from Building



Walking Distance to Pierce Parking Garage from Building

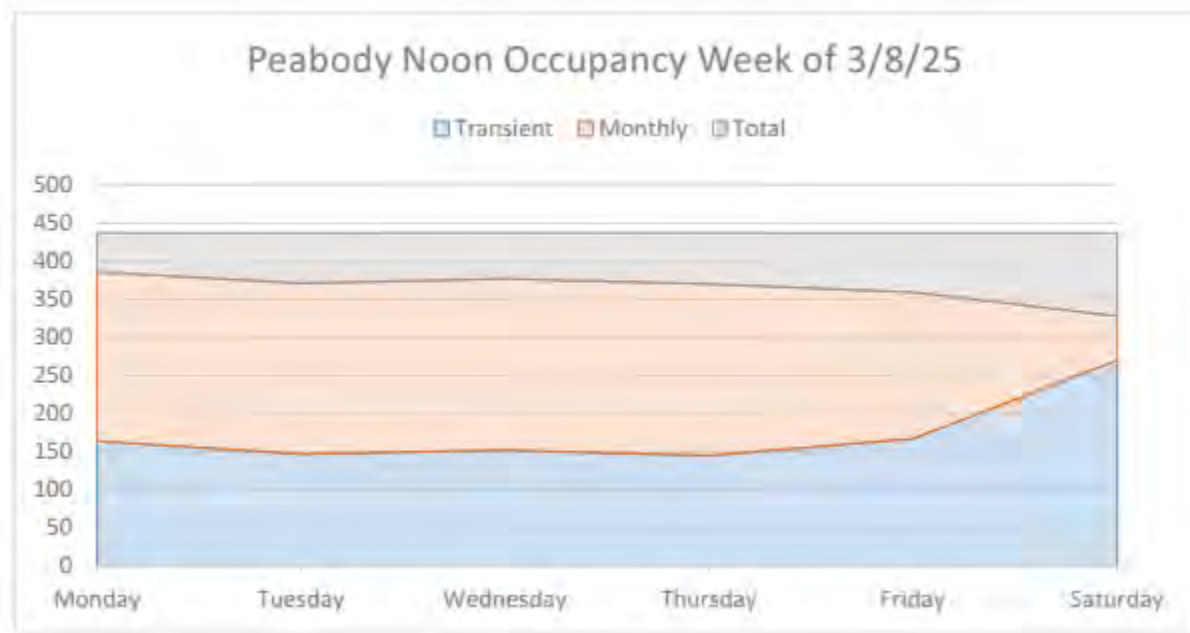
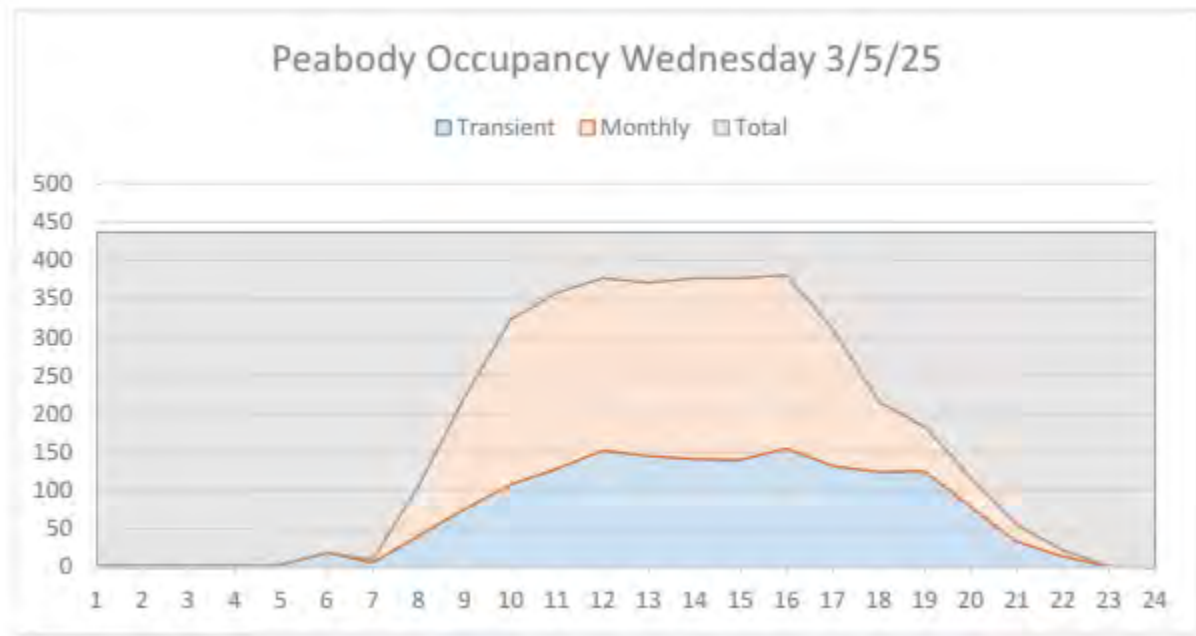


Birmingham Tower Partners, LLC
479 S. Old Woodward Ave.
Birmingham, Michigan 48009

EXHIBIT D

PEABODY PARKING GARAGE

Available Parking Spaces: 437



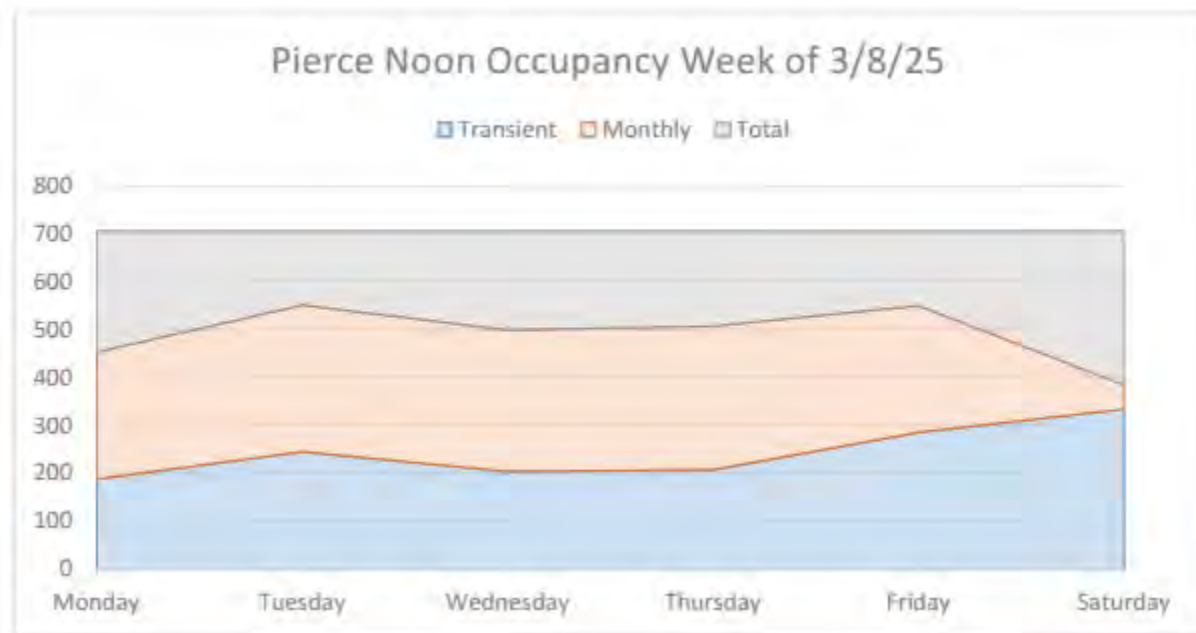
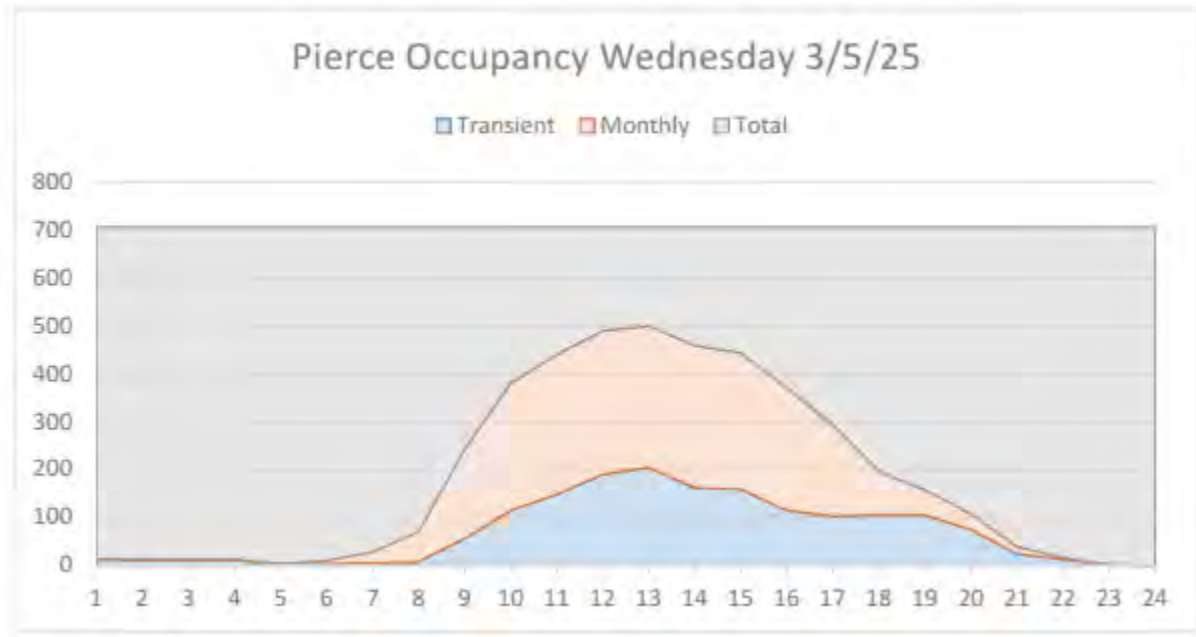
Source: Aaron Ford, Birmingham Parking Systems Manager

Birmingham Tower Partners, LLC
479 S. Old Woodward Ave.
Birmingham, Michigan 48009

EXHIBIT E

PIERCE PARKING GARAGE

Available Parking Spaces: 706



Source: Aaron Ford, Birmingham Parking Systems Manager



MEMORANDUM

Engineering Department

DATE: July 9, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Willits & Bates Paving Project
Contract #8-25(P) Contract Award

INTRODUCTION:

The City received and opened bids for the Willits & Bates Paving Project Contract #8-25(P). Two (2) bids were received for consideration, and the Engineering Department recommends awarding this contract to Al's Asphalt Paving Co.

BACKGROUND:

This project includes construction on Willits Street between Chester Street and N. Old Woodward, Chester Street between Maple Road and Willits Street, and N. Bates Street between Maple Road and the dead end at Parking Lot No. 5. The water main on N. Bates Street between Maple Road and Willits Street will be replaced, drainage and storm sewer improvements will be made in several locations, a new layout is proposed for the Chester and Willits intersection, and asphalt milling and resurfacing of the project area will be completed.

The Engineering Department opened bids on June 12, 2025, and received two (2) bids, as listed in the attached summary. The lowest bidder was Al's Asphalt Paving Co. of \$1,020,795.50. Al's Asphalt Paving Co. has previously worked in the City of Birmingham on several projects as a sub-contractor. The Engineering Department is confident they are qualified to perform the work.

As required for all City construction projects, Al's Asphalt Paving Co. has submitted a 5% bid surety with their bid that 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 this project. The City Attorney has no objections to the suggested Commission action.

FISCAL IMPACT:

This project was budgeted for in the 2024/2025 fiscal year, thus a budget amendment is now required to fund the project in the current fiscal year, divided up between the Major Street Fund, Sewer Fund, and Water Fund. The total construction cost of the project is estimated to be

\$1,122,875.05, which includes Al's Asphalt Paving Co's bid in the amount of \$1,020,795.50, and a 10% contingency. In addition, the City received a grant from Oakland County for 2025 Local Roads for \$73,358.00, which was approved by the City Commission on June 9, 2025 to use on this project. The project will be funded by the following accounts:

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Major Street Fund	202.0-449.001-981.0100	\$667,770.06	\$66,777.01	\$734,547.07
Sewer Fund	590.0-537.000-981.0100	\$154,019.98	\$15,402.00	\$169,421.98
Water Fund	591.0-544.000-981.0100	\$199,005.46	\$19,900.55	\$218,906.01
Total Construction Costs		\$1,020,795.50	\$102,079.56	\$1,122,875.06

SUSTAINABILITY:

The roads for this project are being primarily resurfaced by milling 2" of asphalt off the road and replacing it with 2" of new asphalt, in lieu of full road replacement. Only concrete curbs and sidewalk sections in poor condition or necessary for the new road layout will be replaced. Concrete in good condition will not be replaced.

DESIGN CONSIDERATIONS:

The Multi-Modal Transportation Board reviewed and discussed the Willits & Bates Paving Project at the December 4, 2024 and March 6, 2025 meetings. At the City Commission meeting on April 7, 2025, a resolution was passed for the proposed design to convert Bates Street from Maple to Willits to 2 lanes, to approve a new design for the intersection of Willits and Chester to remove the current island, install bump outs at the intersection, and to install a bump out at the southeast corner of the intersection with a mountable curb.

PUBLIC COMMUNICATIONS:

A property owner's meeting was held on July 10, 2025, and communication methods to be used to inform property owners in the project area will include geotargeted emails, constant contact messages, door hangers and social media posts.

SUMMARY:

The Engineering Department recommends the Willits & Bates Paving Project Contract #8-25(P) be awarded to Al's Asphalt Paving Co.

ATTACHMENTS:

- Project Area Map
- Bid Summary
- Nowak and Fraus Recommendation Letter
- Plans
- Contract Book

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to award the Willits & Bates Paving Project #8-25(P) to Al's Asphalt Paving Co. in the amount of \$1,020,795.50 plus a 10% construction contingency for a total of \$1,122,875.06. 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 Al's Asphalt Paving Co.

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Major Street Fund	202.0-449.001-981.0100	\$667,770.06	\$66,777.01	\$734,547.07
Sewer Fund	590.0-537.000-981.0100	\$154,019.98	\$15,402.00	\$169,421.98
Water Fund	591.0-544.000-981.0100	\$199,005.46	\$19,900.55	\$218,906.01
Total Construction Costs		\$1,020,795.50	\$102,079.56	\$1,122,875.06

AND

To approve the appropriation and amendment of the fiscal year 2025/2026 budget as follows:

Major Street Fund:

Revenues:

202.0-000.000-400.0000	Draw from Fund Balance	\$661,190
202.0-000.000-583.0005	Local Contributions	<u>\$ 73,358</u>
Total Revenue		<u>\$734,548</u>

Expenditures:

202.0-449.001-981.0100	Public Improvement	<u>\$734,548</u>
Total Expenses		<u>\$734,548</u>

Sewer Fund:

Revenues:

590.0-000.000-400.0000	Draw from Net Position	<u>\$169,430</u>
Total Revenue		<u>\$169,430</u>

Expenditures:

590.0-537.000-981.0100	Public Improvements	<u>\$169,430</u>
Total Expenses		<u>\$169,430</u>

Water Fund:

Revenues:

591.0-000.000-400.0000	Draw from Net Position	<u>\$218,910</u>
Total Revenue		<u>\$218,910</u>

Expenditures:

591.0-544.000-981.0100	Public Improvement	<u>\$218,910</u>
Total Expenses		<u>\$218,910</u>

Willits & Bates Paving Project



BID TABULATION
CITY OF BIRMINGHAM
2025 WILLITS AND BATES PAVING PROJECT
CONTRACT #8-25(P)

Bids Due: June 12, 2025

AI's Asphalt Paving Co.
25500 Brest Rd
Taylor, MI 48180

ASI
1780 E. Highwood
Pontiac, MI 48340

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost
DIVISION 1: SEWER PAY ITEMS						
1. 12" Storm Sewer, C76, CL-IV, Trench A	49	LF	\$ 152.00	\$ 7,448.00	\$ 175.00	\$ 8,575.00
2. 8" Storm Sewer, PVC SDR 26, Trench A	160	LF	\$ 125.00	\$ 20,000.00	\$ 140.00	\$ 22,400.00
3. New 1'-6" Diameter Storm Inlet w/ Beehive Grate & 1' Sump, PVC	4	EA	\$ 4,650.00	\$ 18,600.00	\$ 5,000.00	\$ 20,000.00
4. New 2'-0" Diameter Storm Inlet	4	EA	\$ 4,100.00	\$ 16,400.00	\$ 4,800.00	\$ 19,200.00
5. New 4'-0" Diameter Storm Catch Basin w/ 2' Sump (Construct Online)	1	EA	\$ 5,200.00	\$ 5,200.00	\$ 6,000.00	\$ 6,000.00
6. New 4'-0" Diameter Storm Catch Basin w/ 2'	1	EA	\$ 4,700.00	\$ 4,700.00	\$ 5,300.00	\$ 5,300.00
7. New 4'-0" Diameter Storm Manhole (Construct Online)	1	EA	\$ 10,500.00	\$ 10,500.00	\$ 12,000.00	\$ 12,000.00
8. 6" Perforated Pipe Underdrain (No Sock)	200	LF	\$ 27.00	\$ 5,400.00	\$ 30.00	\$ 6,000.00
9. Sewer Tap, 12"	2	EA	\$ 1,300.00	\$ 2,600.00	\$ 1,500.00	\$ 3,000.00
10. Sewer Tap, 8"	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
11. Reconstruct Manhole (if and where needed)	30	VF	\$ 420.00	\$ 12,600.00	\$ 480.00	\$ 14,400.00
12. Remove Ex. Drainage Structure	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
13. Remove & Replace Structure Cover (as directed by City)	2,750	LB	\$ 5.50	\$ 15,125.00	\$ 6.00	\$ 16,500.00
14. Bulkhead Structure, 12" of Less	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
15. Bulkhead Pipe, Larger than 8"	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
SUBTOTAL DIVISION 1: SEWER PAY ITEMS			\$ 124,973.00		\$ 139,775.00	

DIVISION 2: WATER MAIN PAY ITEMS						
16. Remove Hydrant	1	EA	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
17. Remove Gate Valve Well	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
18. Remove Ex. 12" Water Main	10	LF	\$ 50.00	\$ 500.00	\$ 47.00	\$ 470.00
19. 8" Gate Valve & Well	1	EA	\$ 6,800.00	\$ 6,800.00	\$ 7,700.00	\$ 7,700.00
20. Fire Hydrant Assembly, Complete	1	EA	\$ 7,800.00	\$ 7,800.00	\$ 8,900.00	\$ 8,900.00
21. 12" D.I. CL 52 Water Main w/ Polywrap, Trench A	10	LF	\$ 420.00	\$ 4,200.00	\$ 473.00	\$ 4,730.00
22. 8" D.I. CL 52 Water Main w/ Polywrap, Trench A	226	LF	\$ 300.00	\$ 67,800.00	\$ 343.00	\$ 77,518.00
23. 6" D.I. CL 52 Water Main w/ Polywrap, Trench A	8	LF	\$ 300.00	\$ 2,400.00	\$ 340.00	\$ 2,720.00
24. 12" Water Main Connection to Ex. 12" Water Main	2	EA	\$ 8,600.00	\$ 17,200.00	\$ 10,000.00	\$ 20,000.00
25. 8" Water Main Connection to Ex. 8" Water Main	1	EA	\$ 7,800.00	\$ 7,800.00	\$ 8,900.00	\$ 8,900.00
26. Hydra-Stop, Insta-Valve 250, 12"	1	EA	\$ 2.00	\$ 2.00	\$ 1.00	\$ 1.00
27. Hydra-Stop, Line-Stop, 12"	1	EA	\$ 2.00	\$ 2.00	\$ 1.00	\$ 1.00

BID TABULATION
CITY OF BIRMINGHAM
2025 WILLITS AND BATES PAVING PROJECT
CONTRACT #8-25(P)

Bids Due: June 12, 2025

Al's Asphalt Paving Co.
25500 Brest Rd
Taylor, MI 48180

ASI
1780 E. Highwood
Pontiac, MI 48340

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost
28. Hydra-Stop, Line-Stop, 6"	4	EA	\$ 2.00	\$ 8.00	\$ 1.00	\$ 4.00
29. Abandon Existing Water Mains, Entire Project	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 58,000.00	\$ 58,000.00
SUBTOTAL DIVISION 2: WATER MAIN PAY ITEMS				\$ 166,612.00		\$ 191,044.00
DIVISION 3: PAVING PAY ITEMS						
30. Earth Excavation	100	CY	\$ 45.00	\$ 4,500.00	\$ 41.00	\$ 4,100.00
31. Embankment	400	CY	\$ 27.00	\$ 10,800.00	\$ 41.00	\$ 16,400.00
32. Subgrade Undercutting, 21AA Limestone	200	CY	\$ 62.00	\$ 12,400.00	\$ 77.00	\$ 15,400.00
33. Subgrade Undercutting, 1"x3" Limestone	200	CY	\$ 77.00	\$ 15,400.00	\$ 70.00	\$ 14,000.00
34. Subgrade Geogrid Fabric, Tensar Triax TX130S	300	SY	\$ 7.25	\$ 2,175.00	\$ 9.00	\$ 2,700.00
35. Remove Ex. Retaining Wall & Footing	55	LF	\$ 32.00	\$ 1,760.00	\$ 60.00	\$ 3,300.00
36. Removing Concrete Drive Approach	50	SY	\$ 22.00	\$ 1,100.00	\$ 50.00	\$ 2,500.00
37. Removing Concrete Sidewalk & Ramp (Sawcutting included)	300	SY	\$ 15.00	\$ 4,500.00	\$ 20.00	\$ 6,000.00
38. Removing Pavement Full Depth (Curb & Cutter included)	2,350	SY	\$ 11.00	\$ 25,850.00	\$ 13.00	\$ 30,550.00
39. Cold Milling HMA Surface, 2.0"	4,300	SY	\$ 4.00	\$ 17,200.00	\$ 3.50	\$ 15,050.00
40. Profile Milling for Surface Drainage, 0"-2.5"	300	SY	\$ 4.00	\$ 1,200.00	\$ 6.00	\$ 1,800.00
41. Pavt Joint and Crack Repr, Detail 7	2,000	LF	\$ 7.00	\$ 14,000.00	\$ 6.00	\$ 12,000.00
42. Pavt Joint and Crack Repr, Detail 8	2,000	LF	\$ 10.00	\$ 20,000.00	\$ 7.50	\$ 15,000.00
43. Aggregate Base, MDOT 21AA Limestone, 8"	2,000	SY	\$ 21.00	\$ 42,000.00	\$ 22.00	\$ 44,000.00
44. Bituminous Mixture No. 5EML (Handpatching)	100	TON	\$ 220.00	\$ 22,000.00	\$ 160.00	\$ 16,000.00
45. Bituminous Mixture No. 5EML (2.0" Wearing Course)	664	TON	\$ 135.00	\$ 89,640.00	\$ 160.00	\$ 106,240.00
46. Bituminous Mixture No. 4EML (2.0" Leveling Course)	184	TON	\$ 135.00	\$ 24,840.00	\$ 160.00	\$ 29,440.00
47. Bituminous Mixture No. 3EML (3.0" Base Course)	275	TON	\$ 135.00	\$ 37,125.00	\$ 160.00	\$ 44,000.00
48. Concrete Curb & Gutter (18" Wide, "MDOT F2 Modified, Type 2")	785	LF	\$ 33.00	\$ 25,905.00	\$ 38.00	\$ 29,830.00
49. Concrete Curb & Gutter (18" Wide, "MDOT F2 Modified, Type 2")	30	LF	\$ 33.00	\$ 990.00	\$ 38.00	\$ 1,140.00
50. Concrete Curb & Gutter(18" Wide, Detail "M" Approach Opening)	44	LF	\$ 42.00	\$ 1,848.00	\$ 48.00	\$ 2,112.00
51. Concrete Curb and Gutter (24" Wide, "MDOT D2 Modified")	175	LF	\$ 42.00	\$ 7,350.00	\$ 48.00	\$ 8,400.00

BID TABULATION
CITY OF BIRMINGHAM
2025 WILLITS AND BATES PAVING PROJECT
CONTRACT #8-25(P)

Bids Due: June 12, 2025

Al's Asphalt Paving Co.
25500 Brest Rd
Taylor, MI 48180

ASI
1780 E. Highwood
Pontiac, MI 48340

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost
52. Concrete Apron, 6" Thick, (Behind MDOT D2 Modified Curb)	38	SYD	\$ 72.00	\$ 2,736.00	\$ 83.00	\$ 3,154.00
53. Concrete Drive Approach, 6"	97	SY	\$ 72.00	\$ 6,984.00	\$ 83.00	\$ 8,051.00
54. Concrete Sidewalk, 4"	1,855	SF	\$ 7.00	\$ 12,985.00	\$ 8.00	\$ 14,840.00
55. Concrete Sidewalk, 4", Exposed Aggregate	20	SF	\$ 12.00	\$ 240.00	\$ 12.00	\$ 240.00
56. Concrete Sidewalk, 6"	570	SF	\$ 8.00	\$ 4,560.00	\$ 9.00	\$ 5,130.00
57. Concrete Sidewalk, 6", Exposed Aggregate	520	SF	\$ 14.00	\$ 7,280.00	\$ 15.00	\$ 7,800.00
58. Concrete Pavement, Non-reinforced, 8", incl. integral Detail F2 Curb & Gutter	30	SYD	\$ 105.00	\$ 3,150.00	\$ 118.00	\$ 3,540.00
59. Handicap Ramp Truncated Domes	300	SF	\$ 52.00	\$ 15,600.00	\$ 60.00	\$ 18,000.00
60. Adjust Structure Cover (Cored)	32	EA	\$ 2,400.00	\$ 76,800.00	\$ 2,400.00	\$ 76,800.00
61. Adjust Structure Cover	10	EA	\$ 1,000.00	\$ 10,000.00	\$ 500.00	\$ 5,000.00
62. Adjust Structure Cover & Install New EJIW 1040-A Frame & Cover	3	EA	\$ 1,100.00	\$ 3,300.00	\$ 1,250.00	\$ 3,750.00
63. Adjust Structure Cover & Install New EJIW 5000 Frame & Cover	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,250.00	\$ 1,250.00
64. Maintenance Aggregate for Entire Project	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00

SUBTOTAL DIVISION 3: PAVING PAY ITEMS

\$ 532,418.00

\$ 570,517.00

DIVISION 4: GENERAL PAY ITEMS

65. Mobilization (Max. 5% of Base Bid)	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 15,000.00	\$ 15,000.00
66. Traffic Maintenance & Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 24,000.00	\$ 24,000.00
67. Inspector Crew Days	\$650.00	DAY	60	\$ 39,000.00	70	\$ 45,500.00
68. Water and Sewer Allowance	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
69. Irrigation Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
70. Pavement Marking, Polyurea, 24" inch Stop Bar, White	115	LF	\$ 15.00	\$ 1,725.00	\$ 18.00	\$ 2,070.00
71. Pavement Marking, Polyurea, 24" inch Crosshatching, White	440	LF	\$ 15.00	\$ 6,600.00	\$ 18.00	\$ 7,920.00
72. Pavement Marking, Polyurea, 6" inch, Solid Lane Marking, White	370	LF	\$ 1.75	\$ 647.50	\$ 2.00	\$ 740.00
73. Pavement Marking, Polyurea, 4" inch, Double Centerline	2,300	LF	\$ 2.70	\$ 6,210.00	\$ 3.00	\$ 6,900.00
74. Pavement Marking, Polyurea, 4" inch, Parking, White	1,700	LF	\$ 3.85	\$ 6,545.00	\$ 4.00	\$ 6,800.00

BID TABULATION
CITY OF BIRMINGHAM
2025 WILLITS AND BATES PAVING PROJECT
CONTRACT #8-25(P)

Bids Due: June 12, 2025

Al's Asphalt Paving Co.
25500 Brest Rd
Taylor, MI 48180

ASI
1780 E. Highwood
Pontiac, MI 48340

Item	Quantity	Unit	Unit Price		Total Cost		Unit Price		Total Cost	
75. Pavement Marking, Polyurea, 4" inch, Parking, Blue	250	LF	\$	5.00	\$	1,250.00	\$	6.00	\$	1,500.00
76. Pavement Marking, Polyurea, Lt Turn Arrow, White	3	EA	\$	250.00	\$	750.00	\$	300.00	\$	900.00
77. Pavement Marking, Polyurea, Rt Turn Arrow, White	3	EA	\$	250.00	\$	750.00	\$	300.00	\$	900.00
78. Pavement Marking, Polyurea, Straight Arrow, White	2	EA	\$	225.00	\$	450.00	\$	300.00	\$	600.00
79. Pavement Marking, Polyurea, Only, White	2	EA	\$	250.00	\$	500.00	\$	300.00	\$	600.00
80. Pavement Marking, Polyurea, "Sharrow Bike Route", White	8	EA	\$	275.00	\$	2,200.00	\$	300.00	\$	2,400.00
81. Recessing Pavt Mkrng, Longit	2,920	LF	\$	1.15	\$	3,358.00	\$	1.00	\$	2,920.00
82. Recessing Pavt Mkrng, Transv	3,000	SF	\$	3.50	\$	10,500.00	\$	4.50	\$	13,500.00
83. Salvage Existing Signs	1	LS	\$	1,500.00	\$	1,500.00	\$	1,200.00	\$	1,200.00
84. New Signs	50	SF	\$	27.00	\$	1,350.00	\$	30.00	\$	1,500.00
85. Sign Post, U-Channel	96	LF	\$	17.00	\$	1,632.00	\$	18.00	\$	1,728.00
86. Tree Protection, 3" Dia. Or Greater	10	EA	\$	175.00	\$	1,750.00	\$	175.00	\$	1,750.00
87. Mulch, 3"	175	SY	\$	18.00	\$	3,150.00	\$	38.00	\$	6,650.00
88. Topsoil, 3"	625	SY	\$	9.00	\$	5,625.00	\$	6.00	\$	3,750.00
89. Sod, Class A	450	SY	\$	9.00	\$	4,050.00	\$	42.00	\$	18,900.00
90. Inlet Filter, Silt Sack or Equal	18	EA	\$	125.00	\$	2,250.00	\$	175.00	\$	3,150.00

SUBTOTAL DIVISION 4: GENERAL PAY ITEMS

\$ 196,792.50

\$ 195,878.00

TOTAL BASE BID (SEWER, WATER, PAVING & GENERAL PAY ITEMS:

\$ 1,020,795.50

\$ 1,097,214.00

Corrected By Engineer*



CIVIL ENGINEERS

LAND SURVEYORS

LAND PLANNERS

June 18th, 2025

City of Birmingham
151 Martin Street
Birmingham, MI 48012

Attn: Ms. Melissa A. Coatta, P.E.
City Engineer

Re: Recommendation for Bid Award
Willits and Bates Paving Project - Contract #8-25P
NFE Job #O397

Dear Ms. Coatta,

Bids for the subject project were received, opened, and read on Thursday, June 12th, 2025 at 2:00 p.m. at City Hall. A total of two (2) bids were received and read. The bids have been tabulated, checked, and are in order. This project was not bid with any alternates.

The low bidder for the project is Al's Asphalt Paving Company (Al's Asphalt) from Taylor, Michigan, with a total bid amount of \$1,020,795.50. This total is less than 1% higher than the engineer's estimate for the same scope of work.

NFE has experience working with Al's Asphalt 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 Al's Asphalt's capability to perform the work.

We therefore recommend that Contract #8-25P for the Willits and Bates Paving Project be awarded to Al's Asphalt Paving Company in the amount of **\$1,020,795.50**.

Please do not hesitate to contact our office if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Tulikangas'.

Paul Tulikangas, P.E.
Associate

A handwritten signature in blue ink, appearing to read 'Brett Buchholz'.

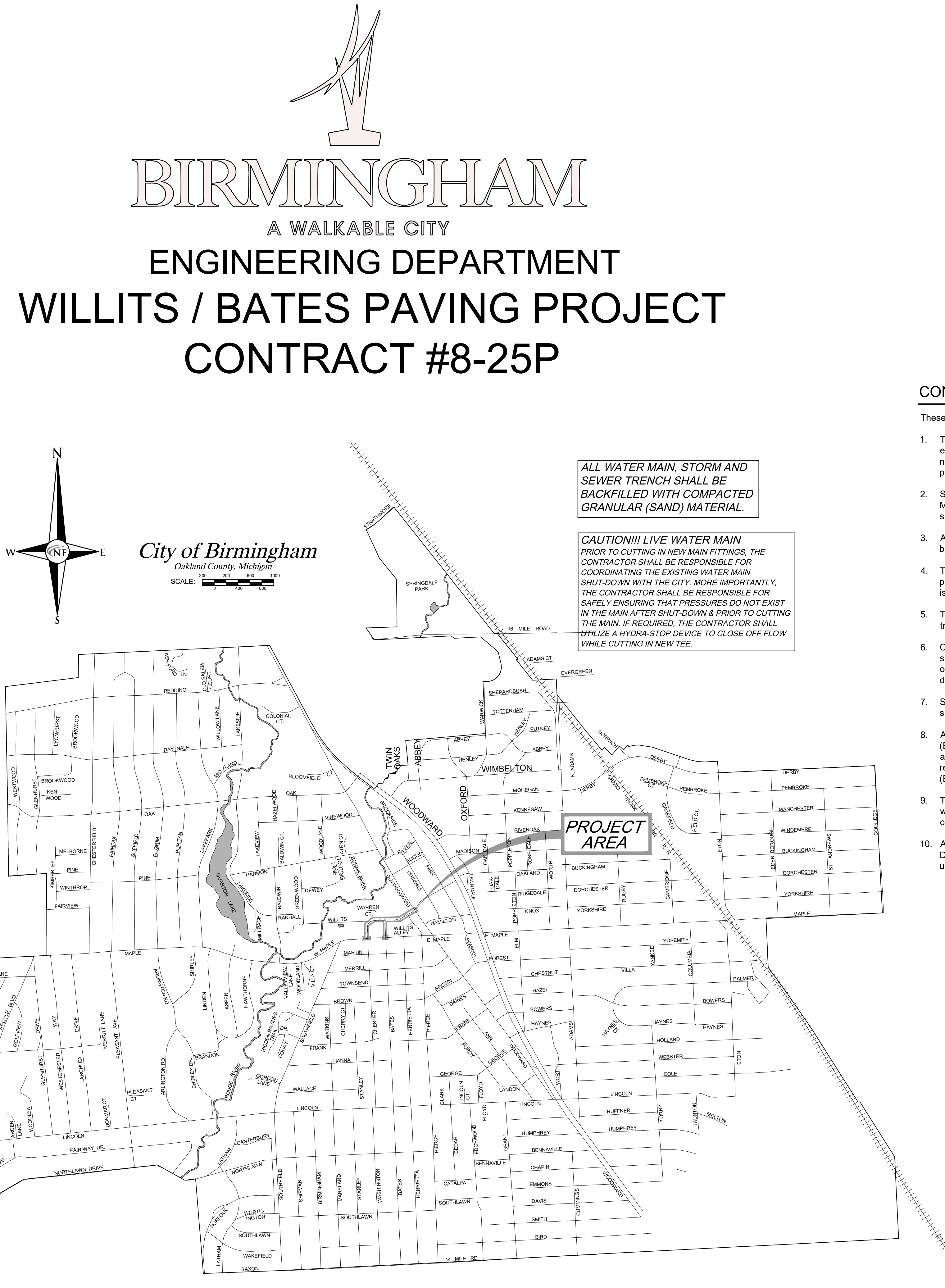
Brett Buchholz, P.E.,
Principal

NOWAK & FRAUS ENGINEERS

46777 WOODWARD
AVENUE
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931
FAX: 248.332.8257



BIRMINGHAM
A WALKABLE CITY

ENGINEERING DEPARTMENT
WILLITS / BATES PAVING PROJECT
CONTRACT #8-25P

SHEET INDEX

- C00 Cover Sheet
- C01 - Demolition Plan (1 of 2)
- C02 - Demolition Plan (2 of 2)
- C03 - SESC Plan - 1 of 2
- C04 - SESC Plan - 2 of 2
- C05 - Utility Plan - N. Chester St. - Sta P.O.B. To P.O.E.
- C06 - Utility Plan - Willits Drive - Sta P.O.B. To 5+00
- C07 - Utility Plan - Willits Drive - Sta 5+00 To P.O.E.
- C08 - Utility Plan - N. Bates St. (South) - Sta P.O.B. To P.O.E.
- C09 - Utility Plan - N. Bates St. (North) - Sta P.O.B. To P.O.E.
- C10 - Storm Sewer Profiles
- C11 - Paving and Grading Plan - 1 of 2
- C12 - Paving and Grading Plan - 2 of 2
- C13 - Detailed Grading Plan - 1 of 2
- C14 - Detailed Grading Plan - 2 of 2
- C15 - Striping and Signage Plan - 1 of 2
- C16 - Striping and Signage Plan - 2 of 2
- C17 - Existing and Proposed Road Cross-Sections (1 of 2)
- C18 - Existing and Proposed Road Cross-Sections (2 of 2)
- C19 - Advanced Warning Signage & Detour Plan
- C20 - Notes and Details (1 of 3)
- C21 - Notes and Details (2 of 3)
- C22 - Notes and Details (3 of 3)
- 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.

ALL WATER MAIN, STORM AND SEWER TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR (SAND) MATERIAL.

CAUTION!!! LIVE WATER MAIN PRIOR TO CUTTING IN NEW MAIN FITTINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE EXISTING WATER MAIN SHUT-DOWN WITH THE CITY. MORE IMPORTANTLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFELY ENSURING THAT PRESSURES DO NOT EXIST IN THE MAIN AFTER SHUT-DOWN & PRIOR TO CUTTING THE MAIN. IF REQUIRED, THE CONTRACTOR SHALL UTILIZE A HYDRA-STOP DEVICE TO CLOSE OFF FLOW WHILE CUTTING IN NEW TEE.

PROJECT AREA

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 / 5000M4 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.



Know what's below
Call before you dig.

BENCHMARK NOTE

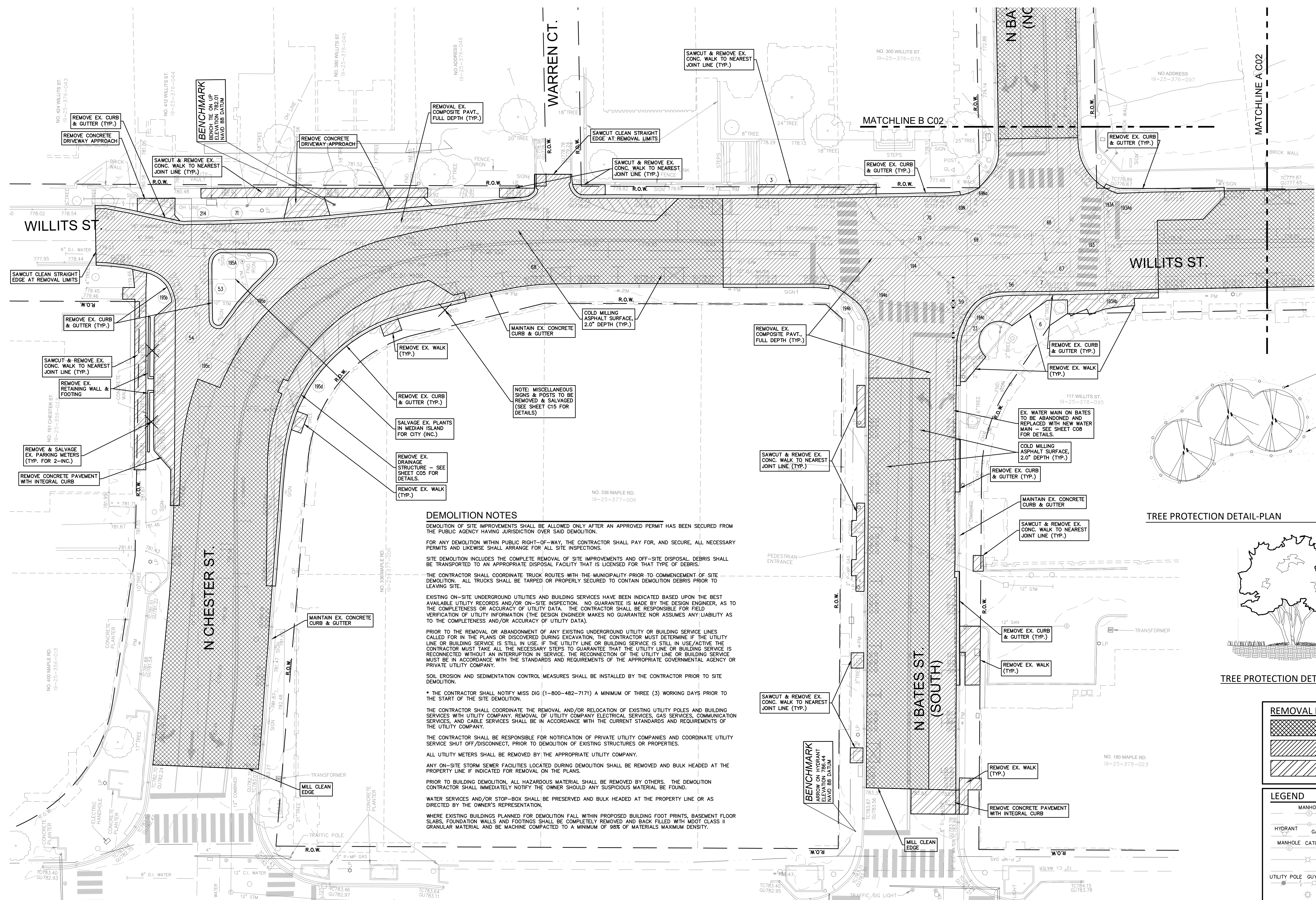
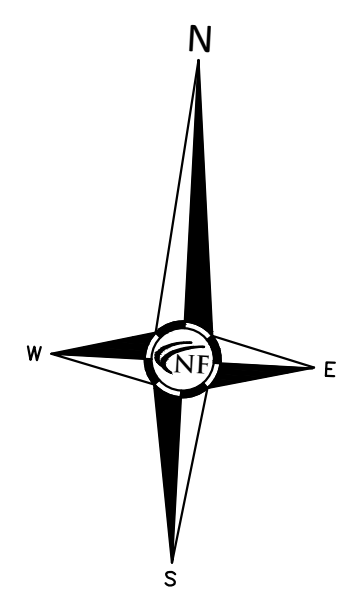
BENCHMARKS SET AND SHOWN PER SHEET WERE ESTABLISHED OFF OF THE CITY OF BIRMINGHAM BENCHMARK DATUM.

WILLITS / BATES PAVING PROJECT
CONTRACT #8-25P

APPROVED

DATE

06-06-25 ADDENDUM #1



DEMOLITION NOTES

DEMOLITION OF SITE IMPROVEMENTS SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE PUBLIC AGENCY HAVING JURISDICTION OVER SAID DEMOLITION.

FOR ANY DEMOLITION WITHIN PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR, AND SECURE, ALL NECESSARY PERMITS AND LIKEWISE SHALL ARRANGE FOR ALL SITE INSPECTIONS.

SITE DEMOLITION INCLUDES THE COMPLETE REMOVAL OF SITE IMPROVEMENTS AND OFF-SITE DISPOSAL. DEBRIS SHALL BE TRANSPORTED TO AN APPROPRIATE DISPOSAL FACILITY THAT IS LICENSED FOR THAT TYPE OF DEBRIS.

THE CONTRACTOR SHALL COORDINATE TRUCK ROUTES WITH THE MUNICIPALITY PRIOR TO COMMENCEMENT OF SITE DEMOLITION. ALL TRUCKS SHALL BE TARPED OR PROPERLY SECURED TO CONTAIN DEMOLITION DEBRIS PRIOR TO LEAVING SITE.

EXISTING ON-SITE UNDERGROUND UTILITIES AND BUILDING SERVICES HAVE BEEN INDICATED BASED UPON THE BEST AVAILABLE UTILITY RECORDS AND/OR ON-SITE INSPECTION. NO GUARANTEE IS MADE BY THE DESIGN ENGINEER, AS TO THE COMPLETENESS OR ACCURACY OF UTILITY DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF UTILITY INFORMATION (THE DESIGN ENGINEER MAKES NO GUARANTEE NOR ASSUMES ANY LIABILITY AS TO THE COMPLETENESS AND/OR ACCURACY OF UTILITY DATA).

PRIOR TO THE REMOVAL OR ABANDONMENT OF ANY EXISTING UNDERGROUND UTILITY OR BUILDING SERVICE LINES CALLED FOR IN THE PLANS OR DISCOVERED DURING EXCAVATION, THE CONTRACTOR MUST DETERMINE IF THE UTILITY LINE OR BUILDING SERVICE IS STILL IN USE. IF THE UTILITY LINE OR BUILDING SERVICE IS STILL IN USE/ACTIVE THE CONTRACTOR MUST TAKE ALL THE NECESSARY STEPS TO GUARANTEE THAT THE UTILITY LINE OR BUILDING SERVICE IS RECONNECTED WITHOUT AN INTERRUPTION IN SERVICE. THE RECONNECTION OF THE UTILITY LINE OR BUILDING SERVICE MUST BE IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF THE APPROPRIATE GOVERNMENTAL AGENCY OR PRIVATE UTILITY COMPANY.

SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED BY THE CONTRACTOR PRIOR TO SITE DEMOLITION.

- THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF THE SITE DEMOLITION.

THE CONTRACTOR SHALL COORDINATE THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITY POLES AND BUILDING SERVICES WITH UTILITY COMPANY. REMOVAL OF UTILITY COMPANY ELECTRICAL SERVICES, GAS SERVICES, COMMUNICATION SERVICES, AND CABLE SERVICES SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND REQUIREMENTS OF THE UTILITY COMPANY.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF PRIVATE UTILITY COMPANIES AND COORDINATE UTILITY SERVICE SHUT OFF/DISCONNECT, PRIOR TO DEMOLITION OF EXISTING STRUCTURES OR PROPERTIES.

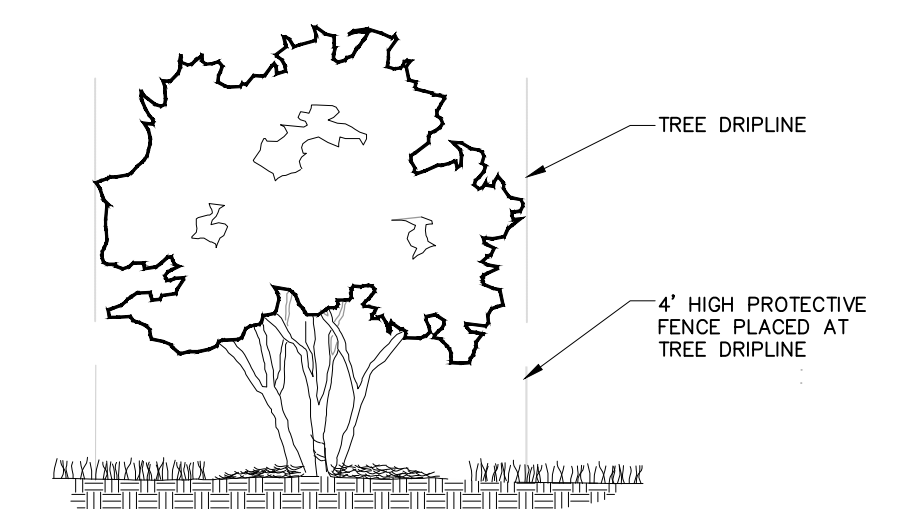
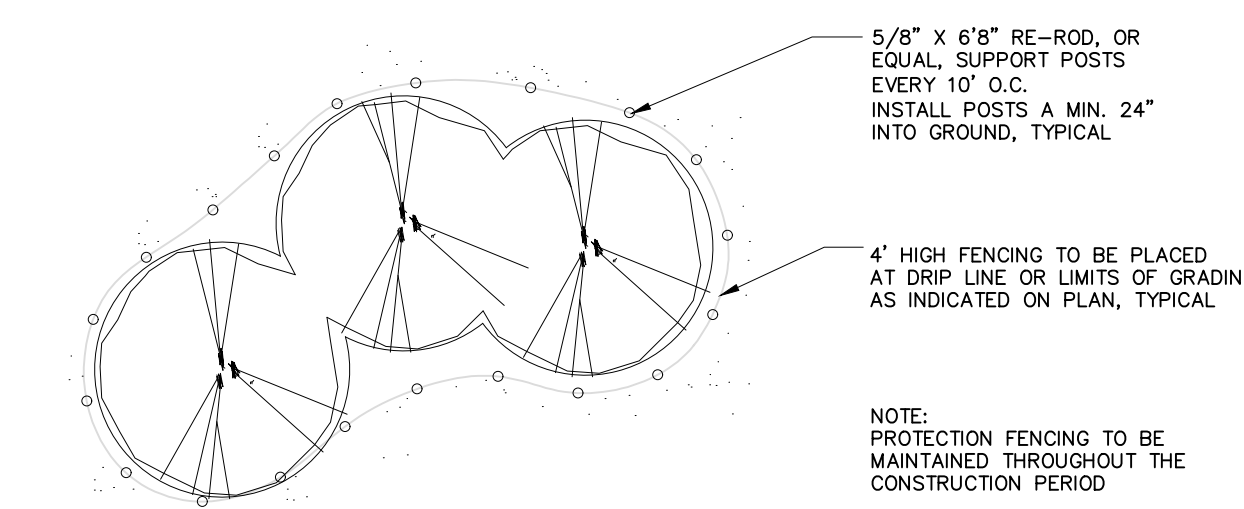
ALL UTILITY METERS SHALL BE REMOVED BY THE APPROPRIATE UTILITY COMPANY.

ANY ON-SITE STORM SEWER FACILITIES LOCATED DURING DEMOLITION SHALL BE REMOVED AND BULK HEADED AT THE PROPERTY LINE IF INDICATED FOR REMOVAL ON THE PLANS.

PRIOR TO BUILDING DEMOLITION, ALL HAZARDOUS MATERIAL SHALL BE REMOVED BY OTHERS. THE DEMOLITION CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER SHOULD ANY SUSPICIOUS MATERIAL BE FOUND.

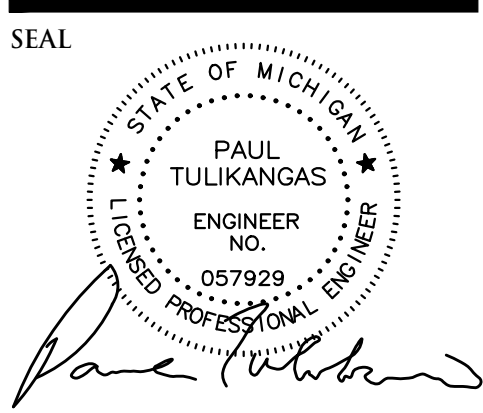
WATER SERVICES AND/OR STOP-BOX SHALL BE PRESERVED AND BULK HEADED AT THE PROPERTY LINE OR AS DIRECTED BY THE OWNER'S REPRESENTATION.

WHERE EXISTING BUILDINGS PLANNED FOR DEMOLITION FALL WITHIN PROPOSED BUILDING FOOT PRINTS, BASEMENT FLOOR SLABS, FOUNDATION WALLS AND FOOTINGS SHALL BE COMPLETELY REMOVED AND BACK FILLED WITH MDOT CLASS II GRANULAR MATERIAL AND BE MACHINE COMPACTED TO A MINIMUM OF 98% OF MATERIALS MAXIMUM DENSITY.



REMOVAL LEGEND	
	INDICATES AREAS OF COMPOSITE PAVEMENT TO BE MILLED (PARTIAL-DEPTH)
	INDICATES AREAS OF COMPOSITE PAVEMENT TO BE REMOVED (FULL-DEPTH)
	INDICATES AREAS OF CONCRETE PAVEMENT, DRIVEWAY OR WALK TO BE REMOVED (FULL-DEPTH)

LEGEND	
	MANHOLE
	HYDRANT
	MANHOLE CATCH BASIN
	UTILITY POLE
	GUY POLE
	GUY WIRE
	EXISTING SANITARY SEWER
	EXISTING SAN. CLEAN OUT
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EX. R. Y. CATCH BASIN
	EXISTING BURIED CABLES
	OVERHEAD LINES
	LIGHT POLE
	SIGN
	EXISTING GAS MAIN
	EXISTING CURB OR PAVT. TO BE REMOVED
	EXISTING UTILITY TO BE ABANDONED
	EXISTING UTILITY TO BE ABANDONED
	INDICATES MISCELLANEOUS REMOVAL



PROJECT
City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW 1/4
of Section 25,
T. 2N, R. 10E
City of Birmingham,
Oakland County, Michigan

SHEET
Demolition Plan (1 of 2)



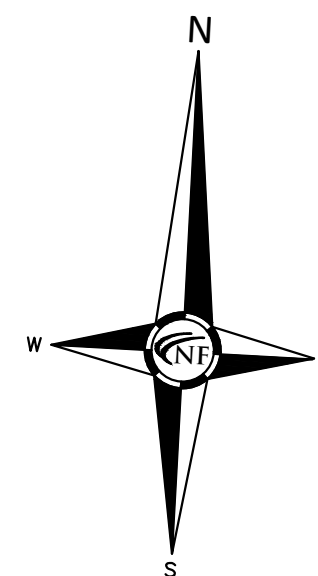
DATE	ISSUED/REVISED
02-20-25	ISSUED SURVEY
02-25-25	CITY REVIEW
05-22-25	BIDS
06-06-25	ADDENDUM 1

DRAWN BY:
D. Auricchio
DESIGNED BY:
D. Auricchio
APPROVED BY:
P. Tulikangas

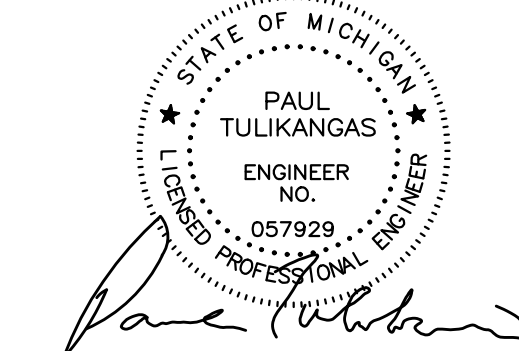
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SCALE: 1" = 20'

NFE JOB NO. **0397** SHEET NO. **C01**



SEAL



PROJECT
City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT

BIRMINGHAM
A WALKABLE CITY
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151 Martin Street
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PROJECT LOCATION
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SHEET

Demolition Plan (2 of 2)



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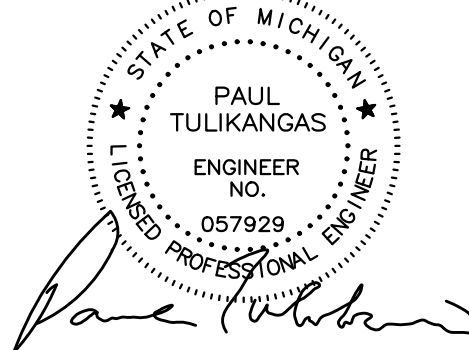
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NFE JOB NO. SHEET NO.
O397 C02



REMOVAL LEGEND	
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	INDICATES AREAS OF COMPOSITE PAVEMENT TO BE REMOVED (FULL-DEPTH)
	INDICATES AREAS OF CONCRETE PAVEMENT, DRIVEWAY OR WALK TO BE REMOVED (FULL-DEPTH)

LEGEND	
	MANHOLE
	HYDRANT
	MANHOLE CATCH BASIN
	UTILITY POLE
	GUY POLE
	GUY WIRE
	SIGN
	EXISTING GAS MAIN
	EXISTING CURB OR PAVT. TO BE REMOVED
	EXISTING UTILITY TO BE ABANDONED
	EXISTING UTILITY TO BE ABANDONED
	INDICATES MISCELLANEOUS REMOVAL
	EXISTING SANITARY SEWER
	EXISTING SAN. CLEAN OUT
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EX. R. Y. CATCH BASIN
	EXISTING BURIED CABLES
	OVERHEAD LINES
	LIGHT POLE
	EXISTING UTILITY TO BE ABANDONED
	EXISTING UTILITY TO BE ABANDONED
	INDICATES MISCELLANEOUS REMOVAL

SEAL



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City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

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Engineering Department
151 Martin Street
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PROJECT LOCATION
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of Section 25,
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City of Birmingham,
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SHEET
SESC Plan - 1 of 2



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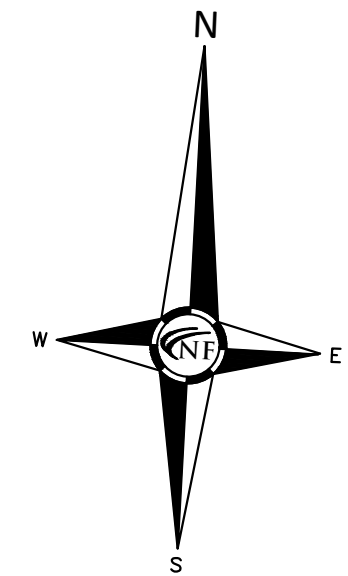
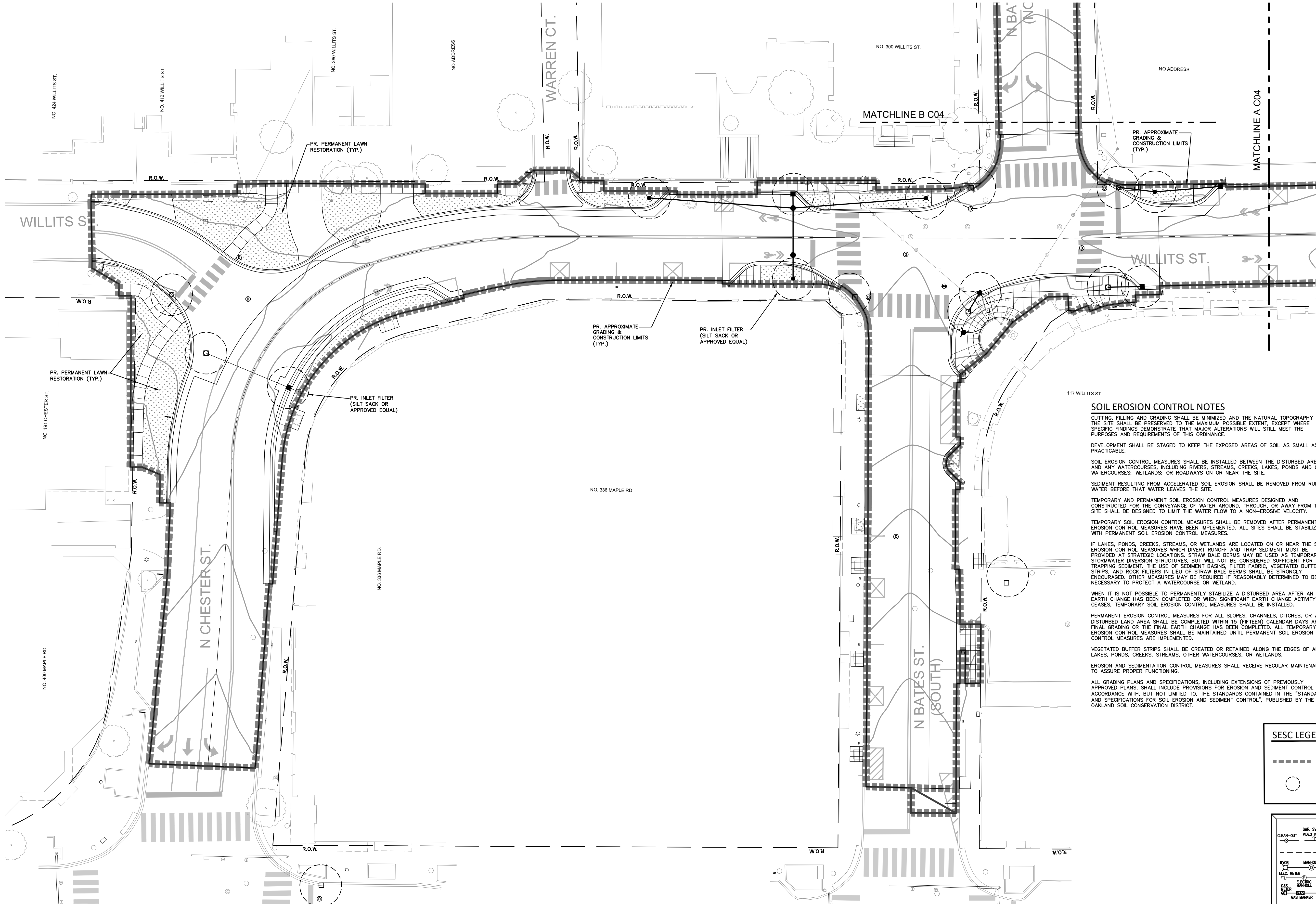
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SCALE: 1" = 20'

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NFE JOB NO. SHEET NO.
O397 C03



SOIL EROSION CONTROL NOTES
CUTTING, FILLING AND GRADING SHALL BE MINIMIZED AND THE NATURAL TOPOGRAPHY OF THE SITE SHALL BE PRESERVED TO THE MAXIMUM POSSIBLE EXTENT, EXCEPT WHERE SPECIFIC FINDINGS DEMONSTRATE THAT MAJOR ALTERATIONS WILL STILL MEET THE PURPOSES AND REQUIREMENTS OF THIS ORDINANCE.
DEVELOPMENT SHALL BE STAGED TO KEEP THE EXPOSED AREAS OF SOIL AS SMALL AS PRACTICABLE.
SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED BETWEEN THE DISTURBED AREA AND ANY WATERCOURSES, INCLUDING RIVERS, STREAMS, CREEKS, LAKES, PONDS AND OTHER WATERCOURSES; WETLANDS; OR ROADWAYS ON OR NEAR THE SITE.
SEDIMENT RESULTING FROM ACCELERATED SOIL EROSION SHALL BE REMOVED FROM RUNOFF WATER BEFORE THAT WATER LEAVES THE SITE.
TEMPORARY AND PERMANENT SOIL EROSION CONTROL MEASURES DESIGNED AND CONSTRUCTED FOR THE CONVEYANCE OF WATER AROUND, THROUGH, OR AWAY FROM THE SITE SHALL BE DESIGNED TO LIMIT THE WATER FLOW TO A NON-EROSIVE VELOCITY.
TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE REMOVED AFTER PERMANENT SOIL EROSION CONTROL MEASURES HAVE BEEN IMPLEMENTED. ALL SITES SHALL BE STABILIZED WITH PERMANENT SOIL EROSION CONTROL MEASURES.
IF LAKES, PONDS, CREEKS, STREAMS, OR WETLANDS ARE LOCATED ON OR NEAR THE SITE, EROSION CONTROL MEASURES WHICH DIVERT RUNOFF AND TRAP SEDIMENT MUST BE PROVIDED AT STRATEGIC LOCATIONS. STRAW BALE BERMS MAY BE USED AS TEMPORARY STORMWATER DIVERSION STRUCTURES, BUT WILL NOT BE CONSIDERED SUFFICIENT FOR TRAPPING SEDIMENT. THE USE OF SEDIMENT BASINS, FILTER FABRIC, VEGETATED BUFFER STRIPS, AND ROCK FILTERS IN LIEU OF STRAW BALE BERMS SHALL BE STRONGLY ENCOURAGED. OTHER MEASURES MAY BE REQUIRED IF REASONABLY DETERMINED TO BE NECESSARY TO PROTECT A WATERCOURSE OR WETLAND.
WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER AN EARTH CHANGE HAS BEEN COMPLETED OR WHEN SIGNIFICANT EARTH CHANGE ACTIVITY CEASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED.
PERMANENT EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 15 (FIFTEEN) CALENDAR DAYS AFTER FINAL GRADING OR THE FINAL EARTH CHANGE HAS BEEN COMPLETED. ALL TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED.
VEGETATED BUFFER STRIPS SHALL BE CREATED OR RETAINED ALONG THE EDGES OF ALL LAKES, PONDS, CREEKS, STREAMS, OTHER WATERCOURSES, OR WETLANDS.
EROSION AND SEDIMENTATION CONTROL MEASURES SHALL RECEIVE REGULAR MAINTENANCE TO ASSURE PROPER FUNCTIONING.
ALL GRADING PLANS AND SPECIFICATIONS, INCLUDING EXTENSIONS OF PREVIOUSLY APPROVED PLANS, SHALL INCLUDE PROVISIONS FOR EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH, BUT NOT LIMITED TO, THE STANDARDS CONTAINED IN THE "STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL", PUBLISHED BY THE OAKLAND SOIL CONSERVATION DISTRICT.

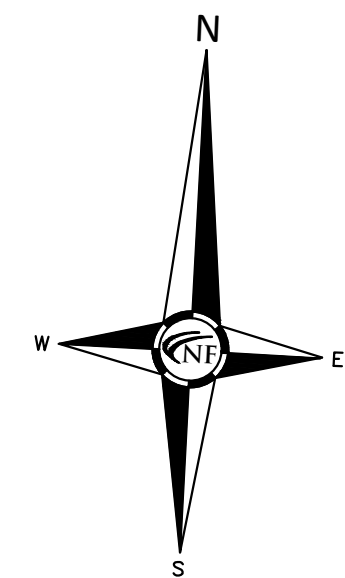
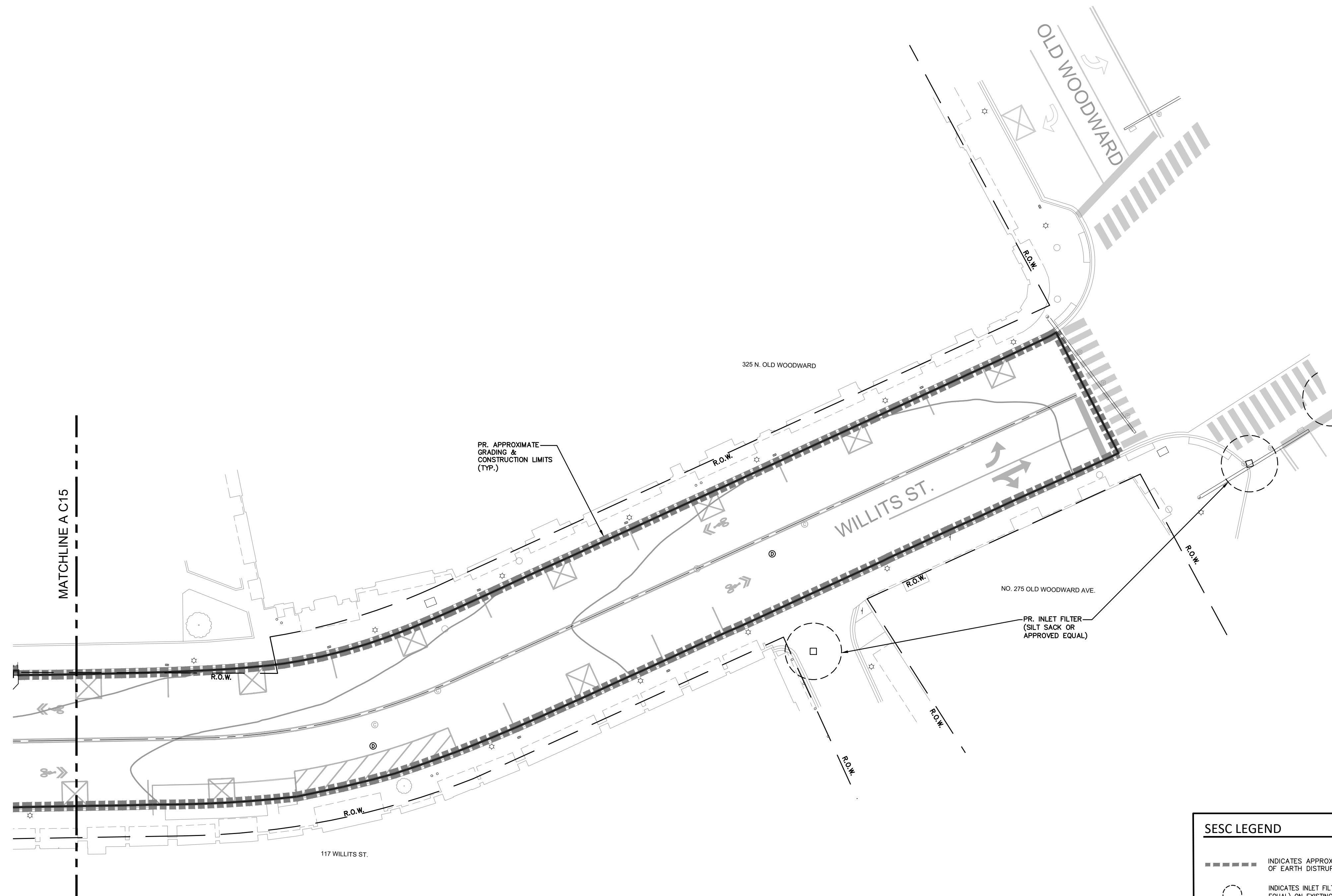
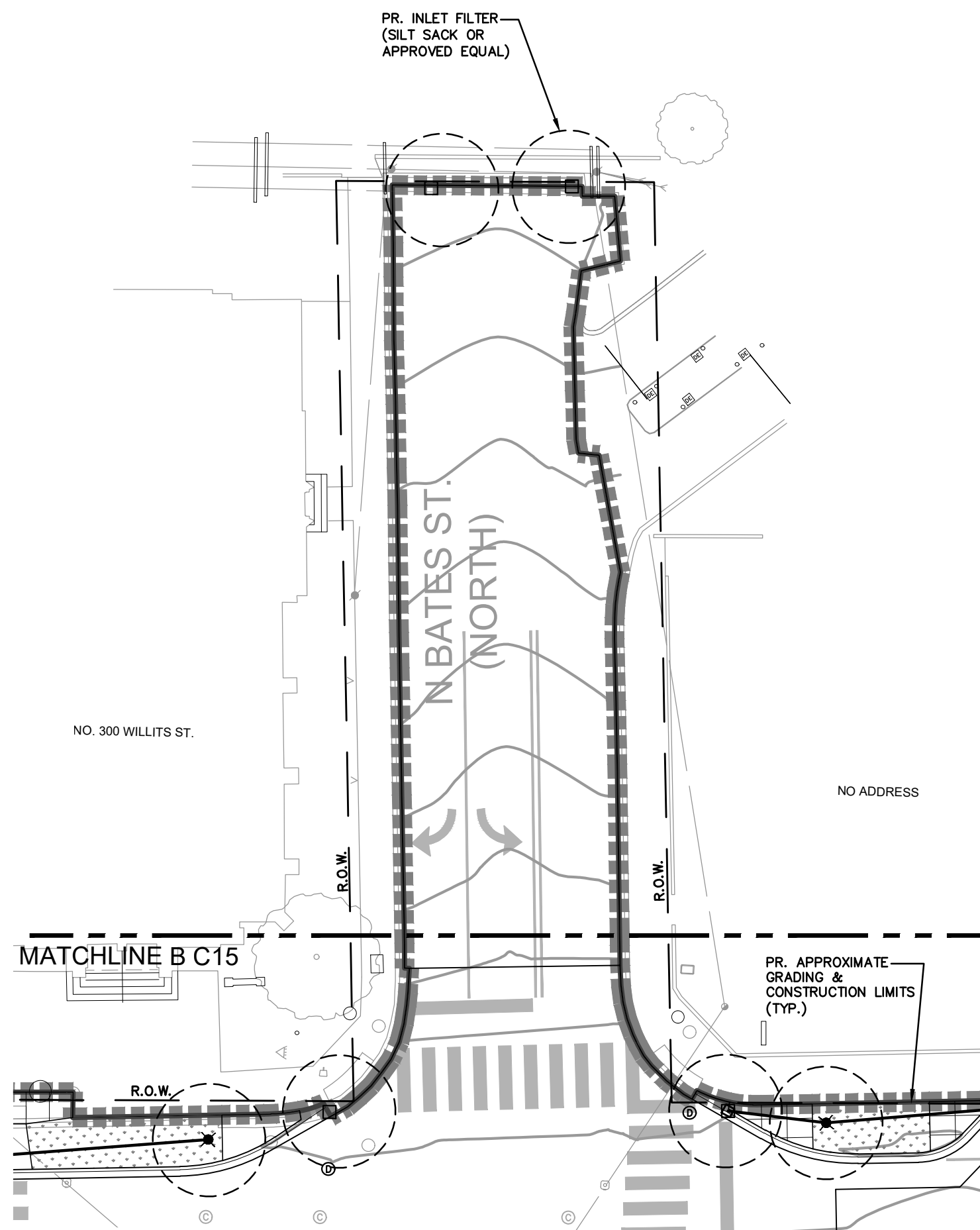
CONSTRUCTION SEQUENCE / TIMING SCHEDULE	
1. INSTALL SOIL EROSION MEASURES	1ST MONTH
2. COMMENCE UNDERGROUND CONSTRUCTION	2ND MONTH
3. COMPLETE ROAD CONSTRUCTION	3RD MONTH

NOTES
A DISTANCE OF APPROXIMATELY 0.50 MI TO THE NEAREST BODY OF WATER (ROUGE RIVER).
THE APPROXIMATE TOTAL AREA OF EARTH DISRUPTION IS APPROXIMATELY 1.6 ACRES.
THE SOIL EROSION CONTROLS WILL BE MAINTAINED WEEKLY AND AFTER EVERY STORM EVENT BY CONTRACTOR
A SOIL EROSION PERMIT IS REQUIRED FROM THE CITY OF BIRMINGHAM.

SOIL DATA
THIS SITE CONSISTS OF 62B (URBAN LAND-SPINKS COMPLEX, 0 TO 8 PERCENT SLOPES), Etmose (UDORTHENTS AND UDPSAMMENTS, NEARLY LEVEL TO HILLY) PROVIDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE.

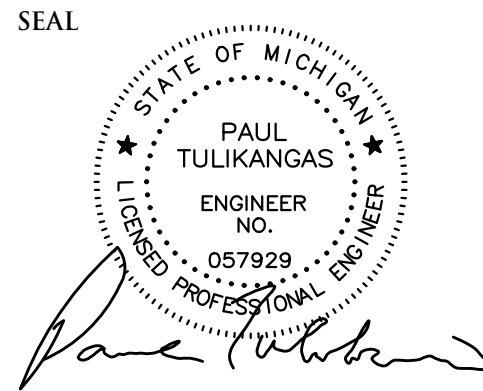
SESC LEGEND	
-----	INDICATES APPROXIMATE LIMITS OF EARTH DISRUPTION
○	INDICATES INLET FILTER (SILT SACK OR APPROVED EQUAL) ON EXISTING AND PROPOSED CATCH BASIN (IN ACCORDANCE WITH CITY SPECIFICATIONS AND D.E.W.R.C. DETAILS)

LEGEND	
CLEAN-OUT MANHOLE GUY WIRE ELECT. METER GAS VALVE GAS MARKER UTILITY POLE STRAN POLE CURB STOP LANDSCAPE BED EX. SOIL BORING PUBLIC PHONE WELL PUMP 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 PR. 6" CONC. SIDEWALK DRIVE APPROACH, APRON PR. 4" CONC. SIDEWALK PR. 6" CONC. SIDEWALK (EXPOSED AGGREGATE) PR. FULL-DEPTH ASPH. (7" MIN ON 8" 21A) PR. PARTIAL-DEPTH (2") ASPH. MILL AND REPLACE PR. CONC. CURB & GUTTER



NF
ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
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FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM



PROJECT
City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT

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A WALKABLE CITY
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151 Martin Street
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PROJECT LOCATION
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of Section 25,
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SHEET
SESC Plan - 2 of 2

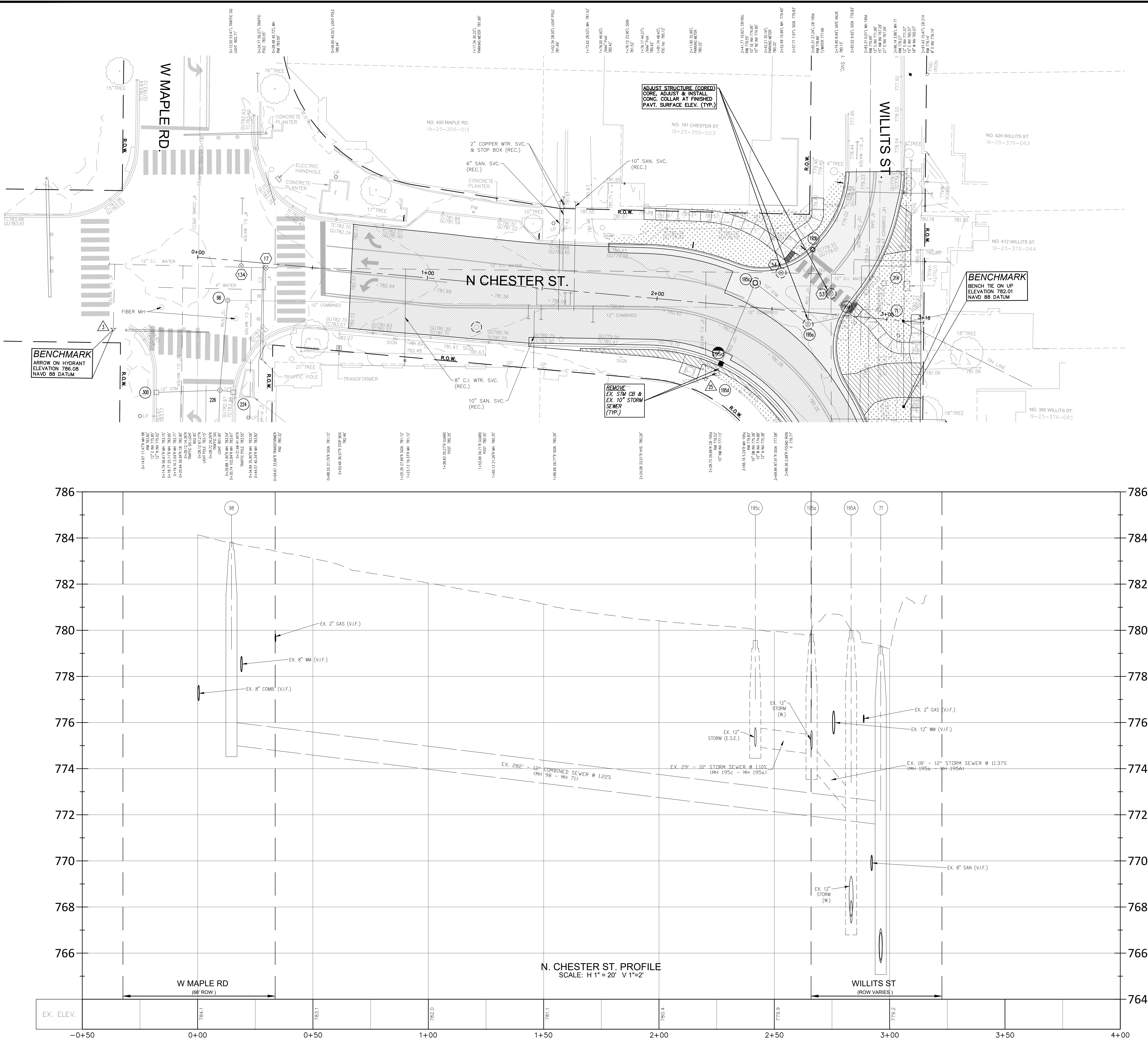


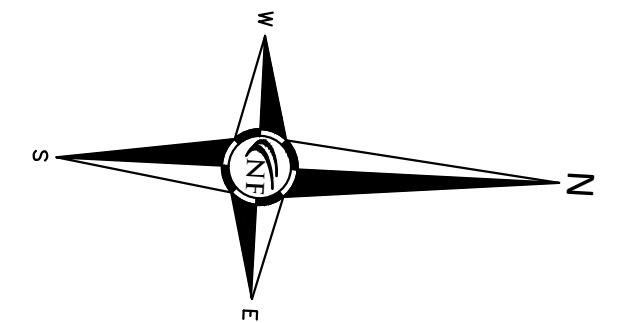
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DATE:
2-6-2025
SCALE: 1" = 20'
NFE JOB NO. SHEET NO.
0397 C04

SESC LEGEND
- - - - - INDICATES APPROXIMATE LIMITS OF EARTH DISTURPTION
○ INDICATES INLET FILTER (SILT SACK OR APPROVED EQUAL) ON EXISTING AND PROPOSED CATCH BASIN (IN ACCORDANCE WITH CITY SPECIFICATIONS AND D.C.W.R.C. DETAILS)

LEGEND	
CLEAN-OUT	EXISTING SAN/COMB SEWER
MANHOLE	EXISTING WATER MAIN
END SECTION	EXISTING STORM SEWER
EXISTING BURIED CABLES	
EXISTING GAS MAIN	
OVERHEAD LINES	
EX PAVERS	
PR. 6" CONC. SIDEWALK	
PR. 4" CONC. SIDEWALK	
PR. 6" CONC. SIDEWALK (EXPOSED AGGREGATE)	
PR. FULL-DEPTH ASPH. (7" HMA ON 8" 21A)	
PR. PARTIAL-DEPTH (2")	
PR. CONC. CURB & GUTTER	





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DRAINAGE STRUCTURE NOTE

ALL PROPOSED CATCH BASINS AND DRAINAGE INLETS SHALL BE INSTALLED WITH 6" PERF. UNDERDRAIN PER TRENCH DETAIL (BID QUANTITY IS 40 LF PER STRUCTURE)

Storm Drainage Structure Schedule	
Structure Name	Structure Details
#195d PR. 4" DIA. CB W/ 2" SUMP (CONSTRUCT ONLINE EX. 12" N.W. 776.9± V.I.F.)	PR. RIM 779.65 EX. 10" W. INV. 776.90

STORM STRUCTURE SCHEDULE

195a ADJUST 2+46.31 8.01'L MH 195a RM 779.99' PR. RM 779.90' 12" S INV 771.99' 15" NW INV 767.29' 21" E INV 767.59'	195c ADJUST (CORED) & INSTALL NEW E&W 5000 FRAME & COVER 2+46.16 5.24'R MH 195c RM 779.83' PR. RM 779.74' 10" SW INV 775.36' 10" W INV 774.98' 12" N INV 775.38'	195b ADJUST & INSTALL NEW E&W 5000 FRAME & COVER (SHIFT CASTING TO PR. CURB ALIGNMENT) 2+65.31 27.24'L CB 195b RM 778.86' PR. RM 778.95' 1" WATER 777.66'
195c ADJUST (CORED) & INSTALL NEW E&W 5000 FRAME & COVER 2+41.77 10.62'L CB 195c RM 779.55' PR. RM 779.46' 10" SE INV 774.95' 10" E INV 774.95' 10" NW INV 774.95'	195d REMOVE 2+28.13 29.86'R CB 195d RM 779.53' 2+41.77 10.62'L CB 214 RM 779.14' PR. RM 780' 8" E INV 776.14'	214 ADJUST & INSTALL NEW E&W 1040 FRAME & COVER 2+97.43 15.47'L CB 214 RM 779.14' PR. RM 780' 8" E INV 776.14'
226 MAINTAIN 0+14.79 56.61'R MH 226 RM 783.15'	224 MAINTAIN 0+20.64 56.94'R CB 224 RM 782.90'	

COMBINED STRUCTURE SCHEDULE

71 ADJUST 2+36.14 3.86'L MH 71 RM 779.27' PR. RM 780.21' 12" S INV 771.51' 15" E INV 765.53' 18" W INV 765.53'	98 MAINTAIN 0+14.67 17.47'R MH 98 RM 783.82'	
--	--	--

WATER MAIN SCHEDULE

25 MAINTAIN 2+24.08 33.01'R HYD 25 FG 780.26'	54 ADJUST (CORED) 2+52.49 15.99'L GATE VALVE 54 RM 779.40' PR. RM 779.27'	53 ADJUST (CORED) 2+74.90 8.94'L GATE VALVE 53 RM 780.15' PR. RM 779.34'
17 MAINTAIN 0+29.68 1.90'R GATE VALVE 17 RM 783.54	134 MAINTAIN 0+19.16 2.04'R GATE VALVE 133 RM 783.71'	

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	SWR. SVC. (PER VIDEO INSPECTION)	MANHOLE	EXISTING SAN/COMB SEWER
CB	CB	HYDRANT	EXISTING WATER MAIN
POST	CB END SECTION		EXISTING STORM SEWER
ELEC. METER			EXISTING BURIED CABLES
ELC. METER			EXISTING GAS MAIN
ELC. METER			OVERHEAD LINES
ELC. METER			EXISTING SAN/COMB SEWER
ELC. METER			EXISTING WATER MAIN
ELC. METER			EXISTING STORM SEWER
ELC. METER			EXISTING BURIED CABLES
ELC. METER			EXISTING GAS MAIN
ELC. METER			OVERHEAD LINES
ELC. METER			EXISTING SAN/COMB SEWER
ELC. METER			EXISTING WATER MAIN
ELC. METER			EXISTING STORM SEWER
ELC. METER			EXISTING BURIED CABLES
ELC. METER			EXISTING GAS MAIN
ELC. METER			OVERHEAD LINES
ELC. METER			EXISTING SAN/COMB SEWER
ELC. METER			EXISTING WATER MAIN
ELC. METER			EXISTING STORM SEWER
ELC. METER			EXISTING BURIED CABLES
ELC. METER			EXISTING GAS MAIN
ELC. METER			OVERHEAD LINES
ELC. METER			EXISTING SAN/COMB SEWER
ELC. METER			EXISTING WATER MAIN
ELC. METER			EXISTING STORM SEWER
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ELC. METER			EXISTING SAN/COMB SEWER
ELC. METER			EXISTING WATER MAIN
ELC. METER			EXISTING STORM SEWER
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ELC. METER			EXISTING GAS MAIN
ELC. METER			OVERHEAD LINES
ELC. METER			EXISTING SAN/COMB SEWER
ELC. METER			EXISTING WATER MAIN
ELC. METER			EXISTING STORM SEWER
ELC. METER			EXISTING BURIED CABLES
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ELC. METER			EXISTING WATER MAIN
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ELC. METER			EXISTING GAS MAIN
ELC. METER			OVERHEAD LINES
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ELC. METER			EXISTING STORM SEWER
ELC. METER			EXISTING BURIED CABLES
ELC. METER			EXISTING GAS MAIN
ELC. METER			OVERHEAD LINES
ELC. METER			EXISTING SAN/COMB SEWER
ELC. METER			EXISTING WATER MAIN
ELC. METER			EXISTING STORM SEWER
ELC. METER			EXISTING BURIED CABLES
ELC. METER			EXISTING GAS MAIN
ELC. METER			OVERHEAD LINES
ELC. METER			EXISTING SAN/COMB SEWER
ELC. METER			EXISTING WATER MAIN
ELC. METER			EXISTING STORM SEWER
ELC. METER			EXISTING BURIED CABLES
ELC. METER			EXISTING GAS MAIN
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STORM STRUCTURE SCHEDULE

69N	ADJUST (CORED) RECONSTRUCT IF REQ. 3+73.23 TO 23.26L 8" S.W. INV. 771.54' 12" S.W. INV. 772.54'	ADJUST (CORED) RECONSTRUCT IF REQ. 3+73.23 TO 23.26L 8" S.W. INV. 771.54' 12" S.W. INV. 772.54'	ADJUST (CORED) RECONSTRUCT IF REQ. 3+73.23 TO 23.26L 8" S.W. INV. 771.54' 12" S.W. INV. 772.54'
193A	ADJUST (CORED) RECONSTRUCT IF REQ. 4+30.02 TO 33.71 8" S.W. INV. 772.45' 12" S.W. INV. 773.45'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+30.02 TO 33.71 8" S.W. INV. 772.45' 12" S.W. INV. 773.45'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+30.02 TO 33.71 8" S.W. INV. 772.45' 12" S.W. INV. 773.45'
194	ADJUST (CORED) RECONSTRUCT IF REQ. 4+30.02 TO 33.71 8" S.W. INV. 772.45' 12" S.W. INV. 773.45'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+30.02 TO 33.71 8" S.W. INV. 772.45' 12" S.W. INV. 773.45'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+30.02 TO 33.71 8" S.W. INV. 772.45' 12" S.W. INV. 773.45'
194A	ADJUST (CORED) RECONSTRUCT IF REQ. 4+30.02 TO 33.71 8" S.W. INV. 772.45' 12" S.W. INV. 773.45'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+30.02 TO 33.71 8" S.W. INV. 772.45' 12" S.W. INV. 773.45'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+30.02 TO 33.71 8" S.W. INV. 772.45' 12" S.W. INV. 773.45'

COMB. STRUCTURE SCHEDULE

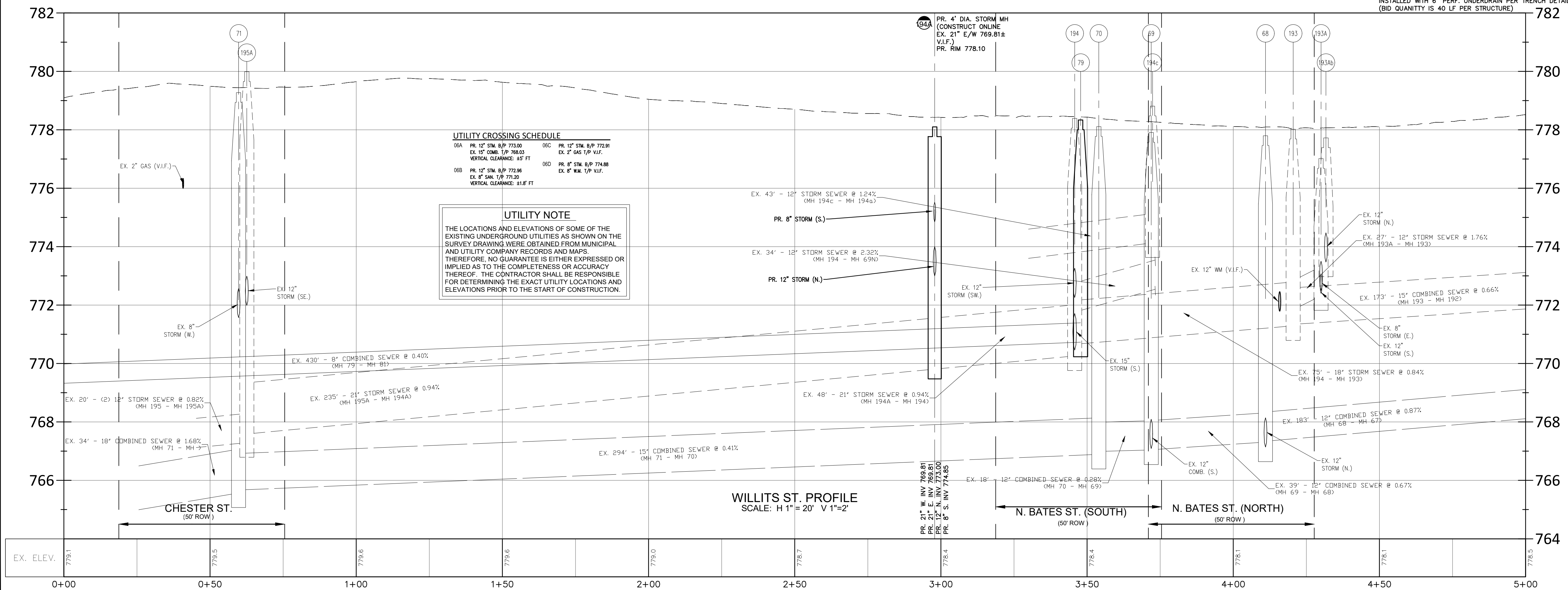
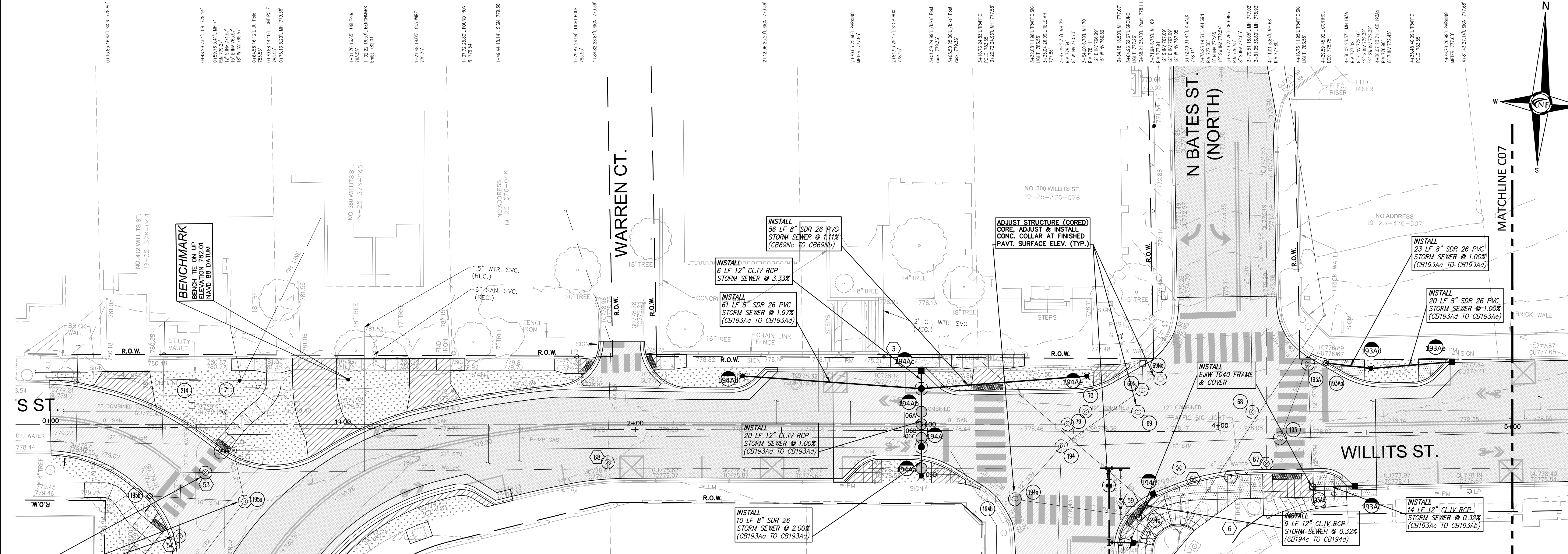
68	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'
69	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'
70	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'
71	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'

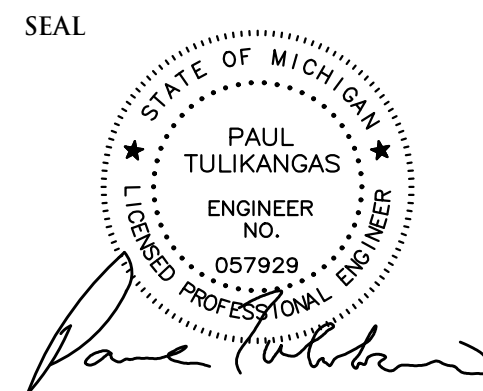
WATER MAIN SCHEDULE

1	SEE SHEET C08	3	ADJUST 2+84.93 TO 25.17L 12" S.W. INV. 773.77'	6	MAINTAIN 4+09.57 TO 31.77R 12" S.W. INV. 773.77'
68	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'	69	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'	70	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'
69	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'	70	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'	71	ADJUST (CORED) RECONSTRUCT IF REQ. 4+11.01 TO 6.84L 12" S.W. INV. 770.26' 18" S.W. INV. 770.66'
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DRAINAGE STRUCTURE NOTE

ALL PROPOSED CATCH BASINS AND DRAINAGE INLETS SHALL BE
INSTALLED WITH 6" PERF. UNDERDRAIN PER TRENCH DETAIL
(BID QUANTITY IS 40 LF PER STRUCTURE)





PROJECT
City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT

BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW ¼
of Section 25,
T. 2N, R. 10E
City of Birmingham,
Oakland County, Michigan

SHEET
Utility Plan - Willits Drive -
Sta 5+00 To P.O.E.



Know what's below
Call before you dig.

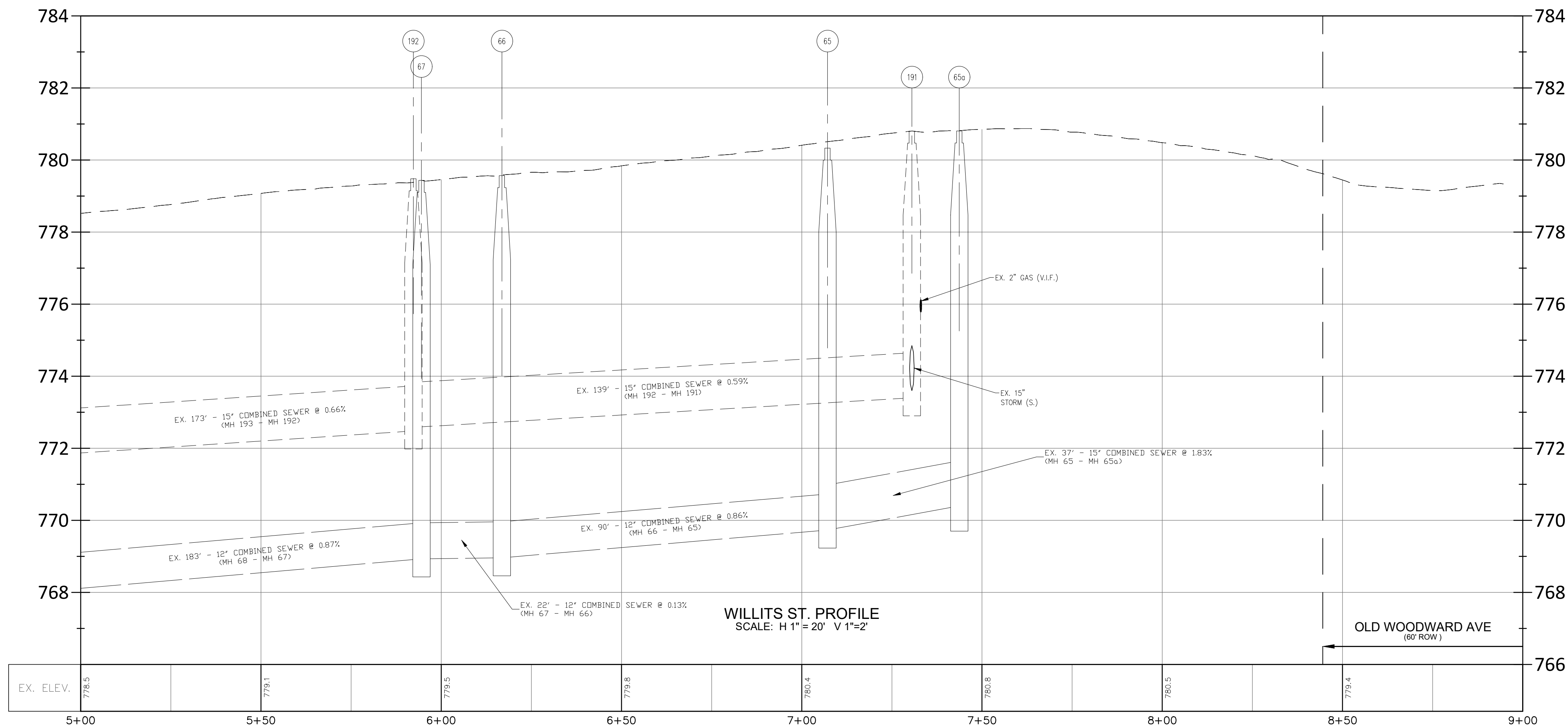
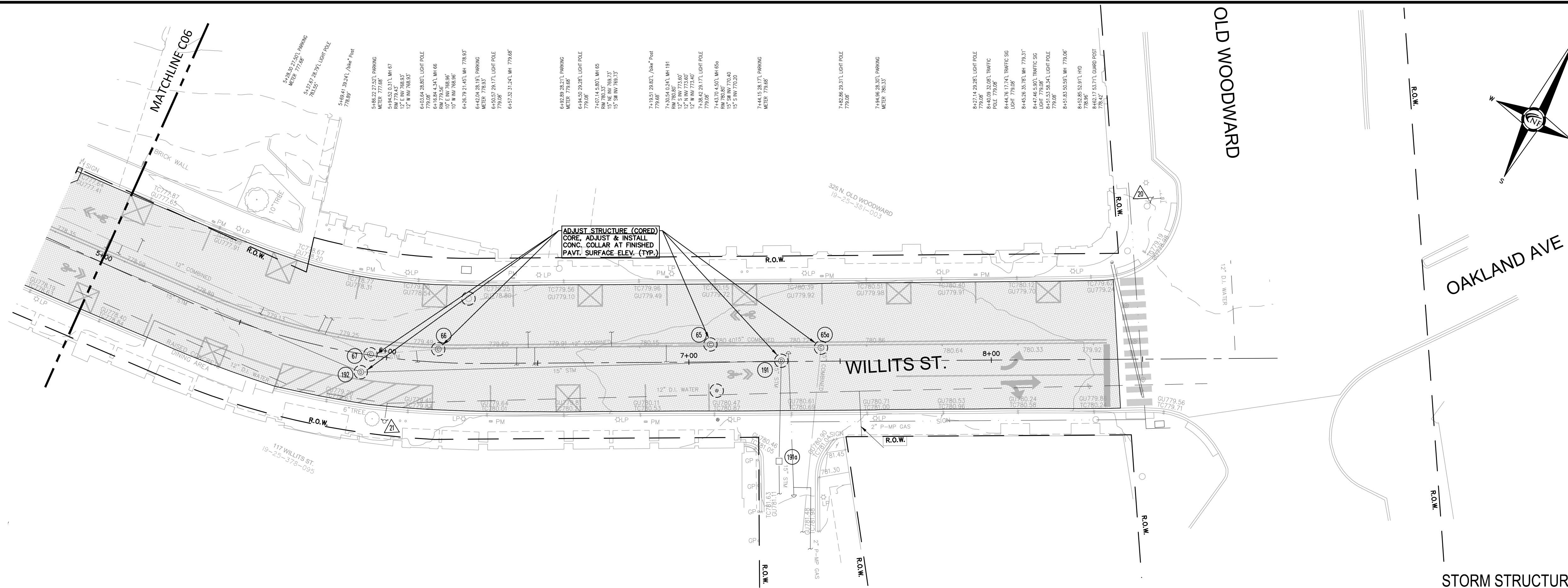
DATE ISSUED/REVISED
02-20-25 ISSUED SURVEY
02-25-25 CITY REVIEW
05-22-25 BIDS

DRAWN BY:
D. Auricchio
DESIGNED BY:
P. Tulikangas
APPROVED BY:
P. Tulikangas

DATE:
2-6-2025

SCALE: 1" = 20' / 1"=2'

NFE JOB NO. SHEET NO.
O397 C07



STORM STRUCTURE SCHEDULE

191	ADJUST (CORED) 7+30.04 0.24'L MH 191 RM 780.80' PR. RM 780.76' 12° S INV 773.88' 12° E INV 773.60' 12° W INV 773.40'	191a	MAINTAIN 7+29.58 32.98'R QB 191a RM 780.23' 12° S INV 773.83' 12° N INV 773.53'	192	ADJUST (CORED) 5+92.29 6.03'R MH 192 RM 779.48' PR. RM 779.37' 12° E INV 772.58' 12° W INV 772.48'
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COMB. STRUCTURE SCHEDULE

65a	ADJUST (CORED) 7+43.70 4.50'L MH 65a RM 780.80' PR. RM 780.83' 15° SW INV 770.40 15° S INV 770.20	65	ADJUST (CORED) 7+07.14 5.80'L MH 65 RM 780.33' PR. RM 780.57' 15° NE INV 769.73' 15° SW INV 769.73'	66	ADJUST (CORED) 7+16.84 4.34'L MH 66 RM 779.56' PR. RM 777.82' 15° E INV 768.96 15° W INV 768.96
67	ADJUST (CORED) 5+94.52 0.31'L MH 67 RM 779.43' PR. RM 779.42' 12° E INV 768.93' 12° W INV 768.93'				

WATER MAIN SCHEDULE

21	MAINTAIN 6+01.80 21.08'R HYD 21 RG 778.88'	21a	ADJUST (CORED) 7+09.15 9.51'R STOP BOX RM 780.43' PR. RM 780.53'	21b	MAINTAIN 7+09.39 19.10'R STOP BOX RM 780.96'
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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	SWR. SVC. PER	MANHOLE	EXISTING SAN/COMB SEWER
END SECTION	END SECTION	EXISTING WATER MAIN	
EXISTING BURIED CABLES			
EXISTING GAS MAIN			
OVERHEAD LINES			
EX. PAVERS			
PR. 6" CONC. SIDEWALK			
PR. 4" CONC. SIDEWALK			
PR. 6" CONC. SIDEWALK (EXPRESS AGGREGATE)			
PR. FULL-DEPTH ASPH. (7" HMA ON 8" 21A)			
PR. PARTIAL-DEPTH (2")			
PR. CONC. CURB & GUTTER			

SEAL



PROJECT

City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT



The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the SW ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET

Utility Plan - N. Bates St.
(South) - Sta P.O.B. To
P.O.E.



Know what's below
Call before you dig.

DATE ISSUED/REVISED

02-20-25 ISSUED SURVEY

02-25-25 CITY REVIEW

05-22-25 BIDS

DRAWN BY:

D. Auricchio

DESIGNED BY:

P. Tulikangas

APPROVED BY:

P. Tulikangas

DATE:

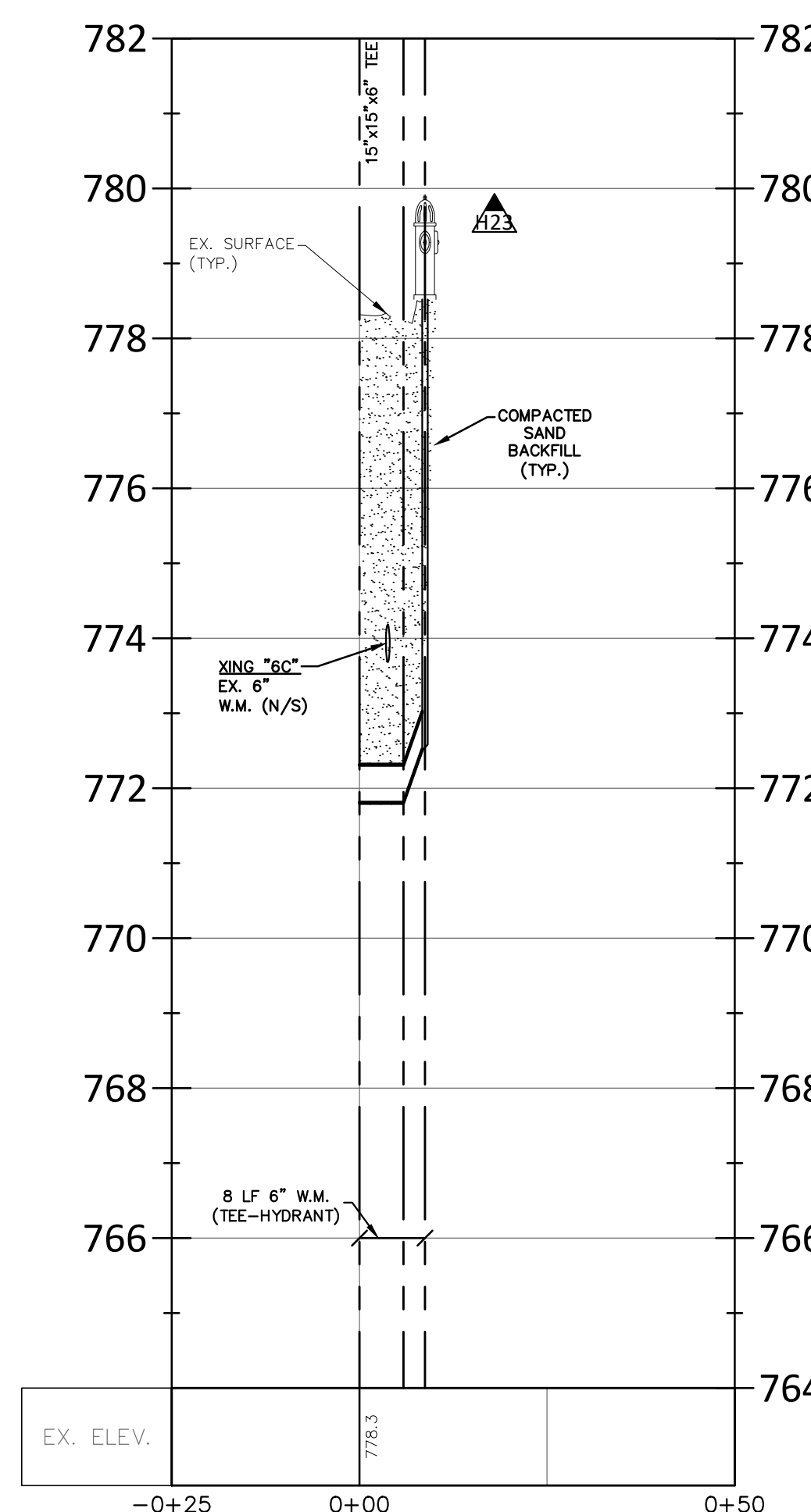
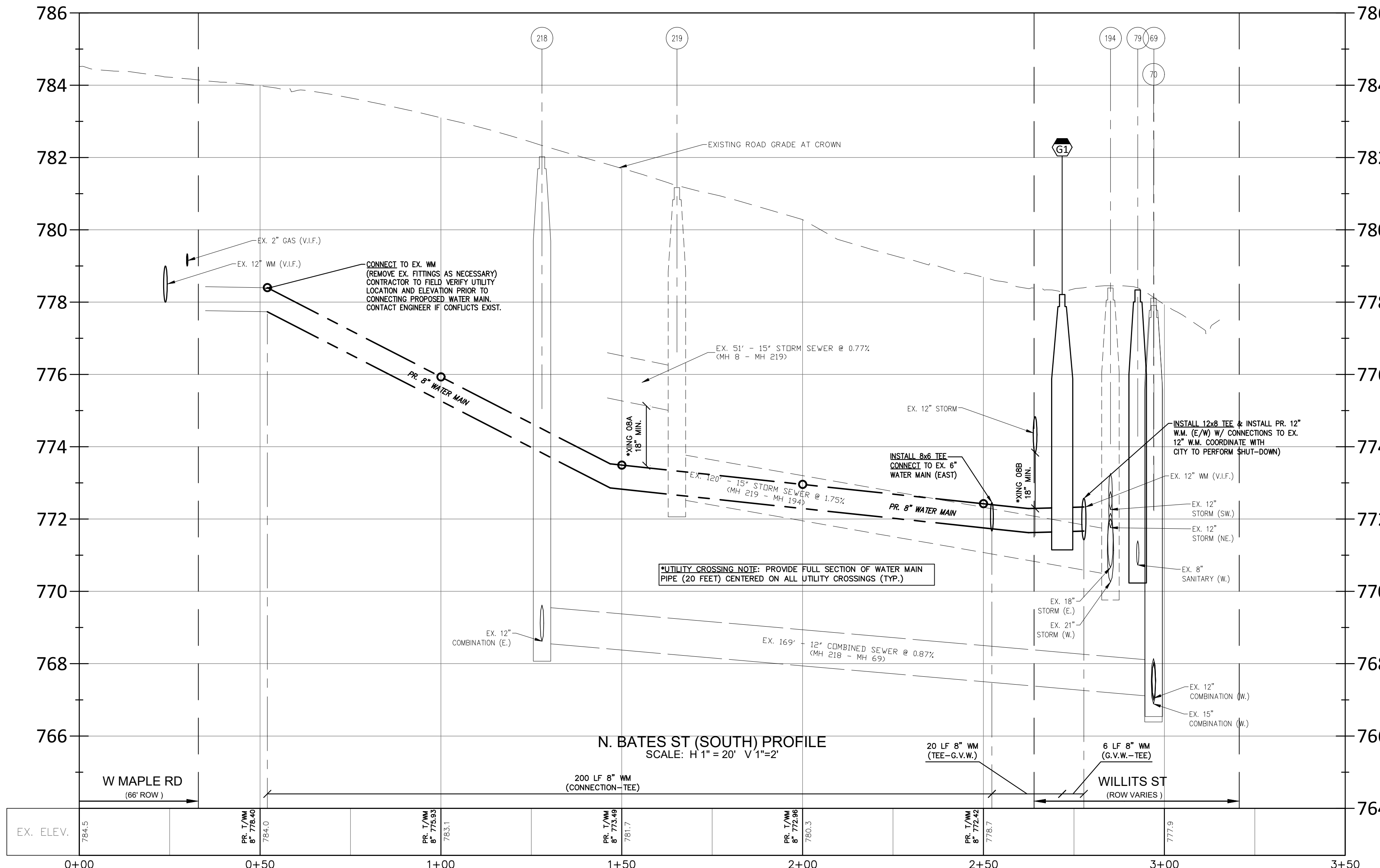
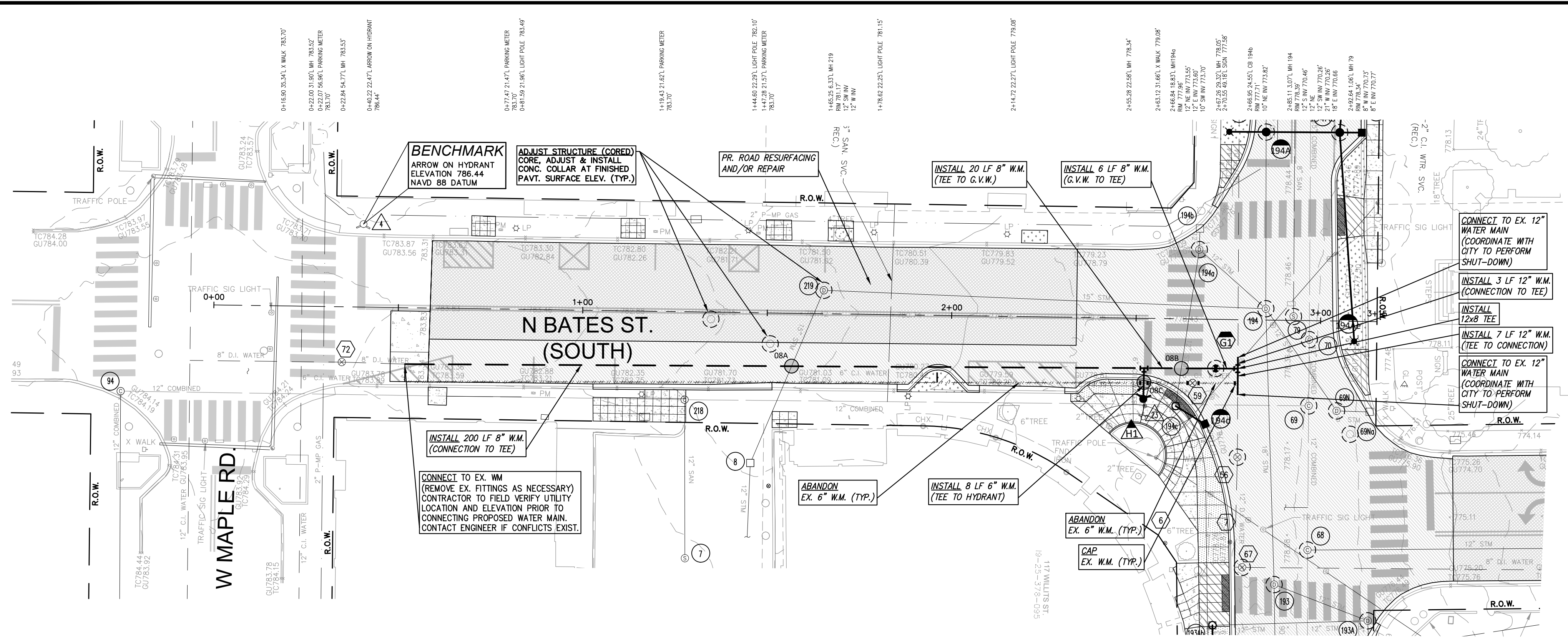
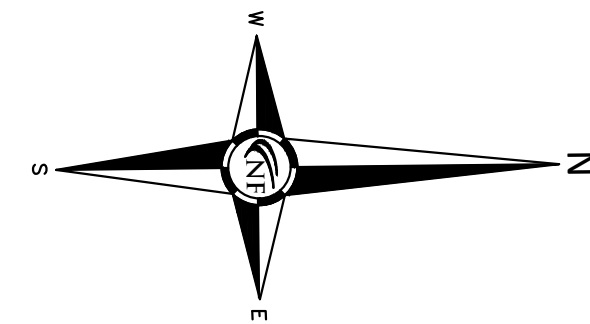
2-6-2025

SCALE: 1" = 20' / 1" = 2"

NFE JOB NO. SHEET NO.

0397

C08



STORM STRUCTURE SCHEDULE

8	MANTAIN 1+46.00 40.73R CB 9 RM 781.85' 12\" E INV 775.35 12\" W INV 775.35	219	ADJUST (CORED) 1+60.25 6.33L MH 219 RM 781.17' PR. RM 781.20' RM 777.71' PR. RM 777.82' 12\" E INV 773.60 12\" W INV 773.60	194C	ADJUST (CORED) 2+66.84 18.83L MH 194C RM 777.96' PR. RM 777.82' 12\" E INV 773.55 12\" W INV 773.55
194B	ADJUST 2+66.95 24.55L CB 194B RM 777.71' PR. RM 777.71' 12\" E INV 773.82'	194C	TAP AND ADJUST 2+61.04 23.66R CB 194C RM 777.81' PR. RM 777.81' 12\" W INV 774.13	193	SEE SHEET C06
69N	SEE SHEET C06	69N	SEE SHEET C06	193A	SEE SHEET C06

COMB. STRUCTURE SCHEDULE

218	ADJUST 1+27.94 23.84R MH 218 RM 782.02' PR. RM 782.02' 10\" E INV 769.22' 10\" S INV 769.62' 10\" N INV 768.57'	7	MANTAIN 1+29.94 66.82R CB 7 RM 783.16' 12\" W INV 778.84	69	SEE SHEET C06
68	SEE SHEET C06	70	SEE SHEET C06	79	SEE SHEET C06

WATER MAIN SCHEDULE

23	HYDRANT & ASSEMBLY PR. STA. 2+52.24' 21.86R PR. STA. 2+71.76' 13.33' R PR. 1\" P/PIPE 772.90' PR. 1\" P/PIPE 772.90'	56	ADJUST (CORED) 2+77.97 37.26R GATE VALVE 56 RM 778.12' PR. RM 777.60'	59	REMOVE WELL (IF PRESENT) & ABANDON VALVE (INC.) 2+65.53 17.35R GATE VALVE 59 RM 778.03'
4	MANTAIN 0+42.22 22.47L HYD 4	72	MANTAIN 0+34.87 15.01R STOP BOX 72 RM 784.08'	6	SEE SHEET C06
		7	SEE SHEET C06	67	SEE SHEET C06

UTILITY CROSSING SCHEDULE

08A	EX. 15\" STM. B/P 774.92	08C	EX. 6\" W.M. B/P V.I.F. (ABANDON)
PR. 8\" W.M. T/P 773.42		PR. 6\" W.M. T/P 772.33	
VERTICAL CLEARANCE 1.00 FT			

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	SWR. SVC. PER VIDEO INSPECTION
MANHOLE	EXISTING SAN/COMB SEWER
HYDRANT	EXISTING WATER MAIN
EXISTING STORM SEWER	
EXISTING BURIED CABLES	
EXISTING GAS MAIN	
OVERHEAD LINES	
EX. PAVERS	
PR. 6\" CONC. SIDEWALK DRIVE APPROACH APPROX.	
PR. 4\" CONC. SIDEWALK	
PR. 6\" CONC. SIDEWALK (EXPRESSED AGGREGATE)	
PR. FULL-DEPTH ASPH. (7\" MIN ON 8\" 21A)	
PR. PARTIAL-DEPTH (2\" ASPH. MIN) AND REPLACE	
PR. CONC. CURB & GUTTER	

SEAL



PROJECT
City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT

BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the SW ¼
of Section 25,
T. 2N, R. 10E
City of Birmingham,
Oakland County, Michigan

SHEET

Utility Plan - N. Bates St.
(North) - Sta P.O.B. To
P.O.E.



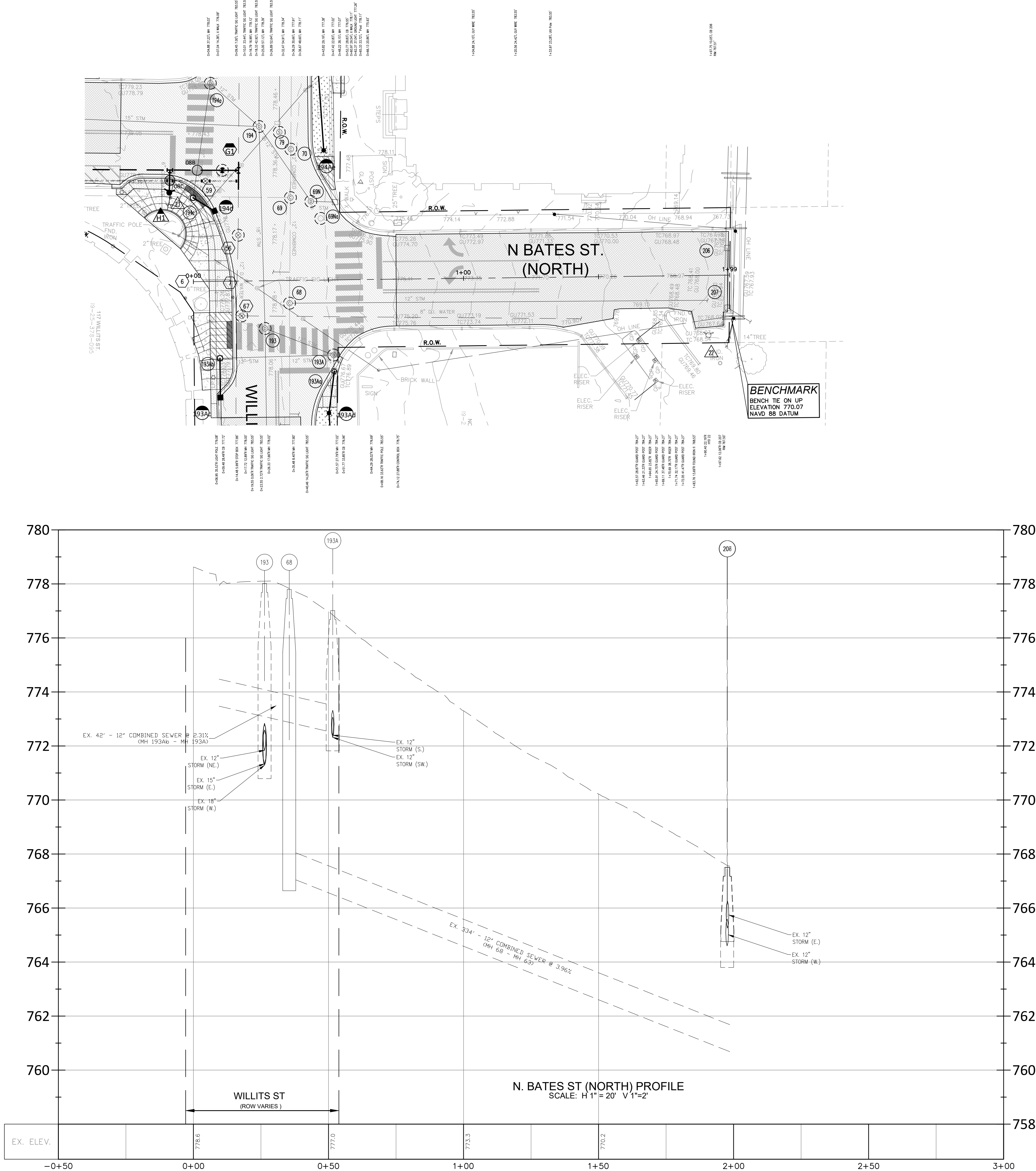
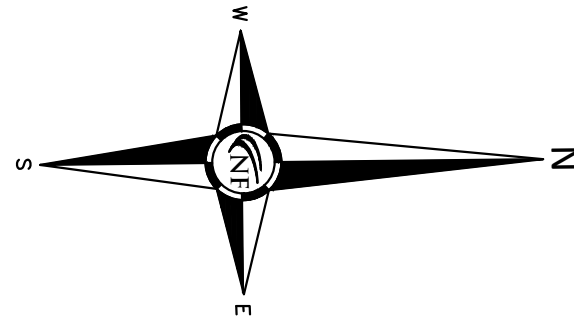
DATE ISSUED/REVISED
02-20-25 ISSUED SURVEY
02-25-25 CITY REVIEW
05-22-25 BIDS

DRAWN BY:
D. Auricchio
DESIGNED BY:
P. Tulikangas
APPROVED BY:
P. Tulikangas
DATE:
2-6-2025

SCALE: 1" = 20' / 1" = 2'

NFE JOB NO. SHEET NO.

0397 C09



STORM STRUCTURE SCHEDULE

206	ADJUST 1+97.75 10.05'L CB 206 PR. RM 767.51'	207	ADJUST 1+97.62 12.06'R CB 207 PR. RM 767.50'	194a	SEE SHEET C06
193A	SEE SHEET C06	69No	SEE SHEET C06	69N	SEE SHEET C06
193	SEE SHEET C06	193Ab	SEE SHEET C06	194c	SEE SHEET C06
193a	SEE SHEET C06	194	SEE SHEET C06		

COMB. STRUCTURE SCHEDULE

68	SEE SHEET C06	69	SEE SHEET C06
79	SEE SHEET C06	70	SEE SHEET C06

WATER MAIN SCHEDULE

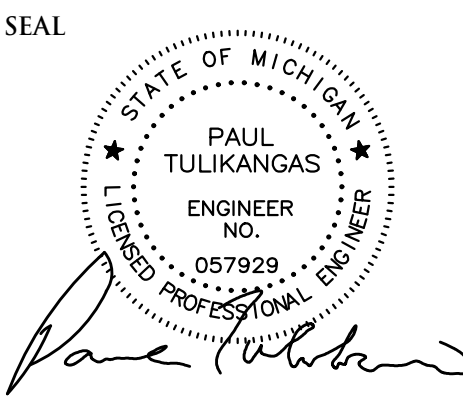
22	MAINTAIN HYD 22	61	SEE SHEET C06	59	SEE SHEET C06
23	SEE SHEET C06	56	SEE SHEET C06	67	SEE SHEET C06

UTILITY NOTE

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LEGEND

CLEAN-OUT	SWR. SVC. (PER VIDEO INSPECTION)	MANHOLE	EXISTING SAN/COMB SEWER
END SECTION	END SECTION	EXISTING WATER MAIN	
EXISTING STORM SEWER			
EXISTING BURIED CABLES			
EXISTING GAS MAIN			
OVERHEAD LINES			
EX. PAVERS			
EX. 6" CONC. SIDEWALK			
EX. 4" CONC. SIDEWALK			
EX. 6" CONC. SIDEWALK (EXPRESS AGGREGATE)			
EX. FULL-DEPTH ASPH. (7" MIN ON 8" 21A)			
EX. PARTIAL-DEPTH (2")			
EX. CONC. CURB & GUTTER			



PROJECT
City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P



The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Storm Sewer Profiles



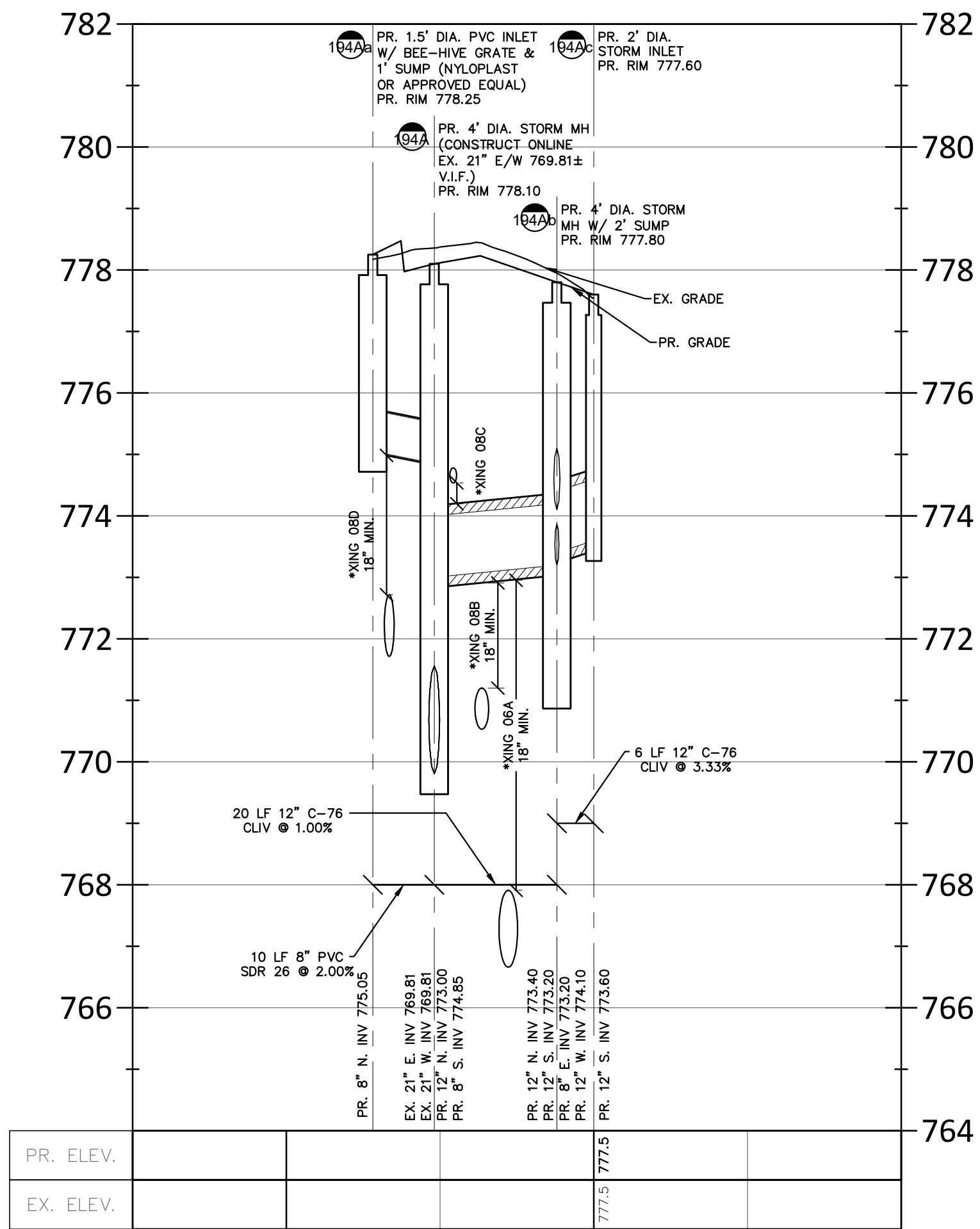
Know what's below
Call before you dig.

DATE ISSUED/REVISED
02-20-25 ISSUED SURVEY
02-25-25 CITY REVIEW
05-22-25 BIDS

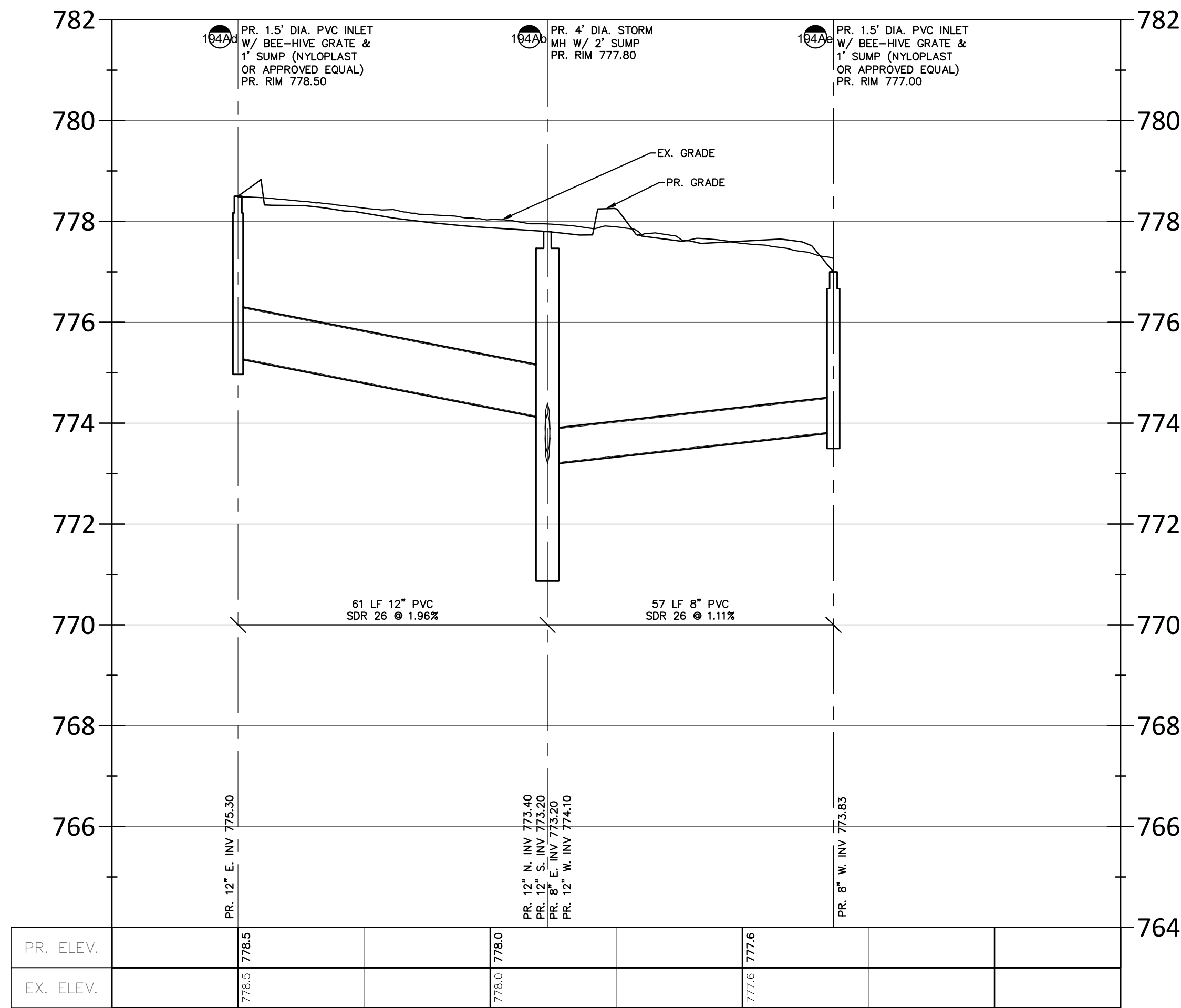
DRAWN BY:
D. Auricchio
DESIGNED BY:
P. Tulikangas
APPROVED BY:
P. Tulikangas
DATE:
2-6-2025

SCALE: 1" = 20' / 1"=2'
20 10 0 10 20 30

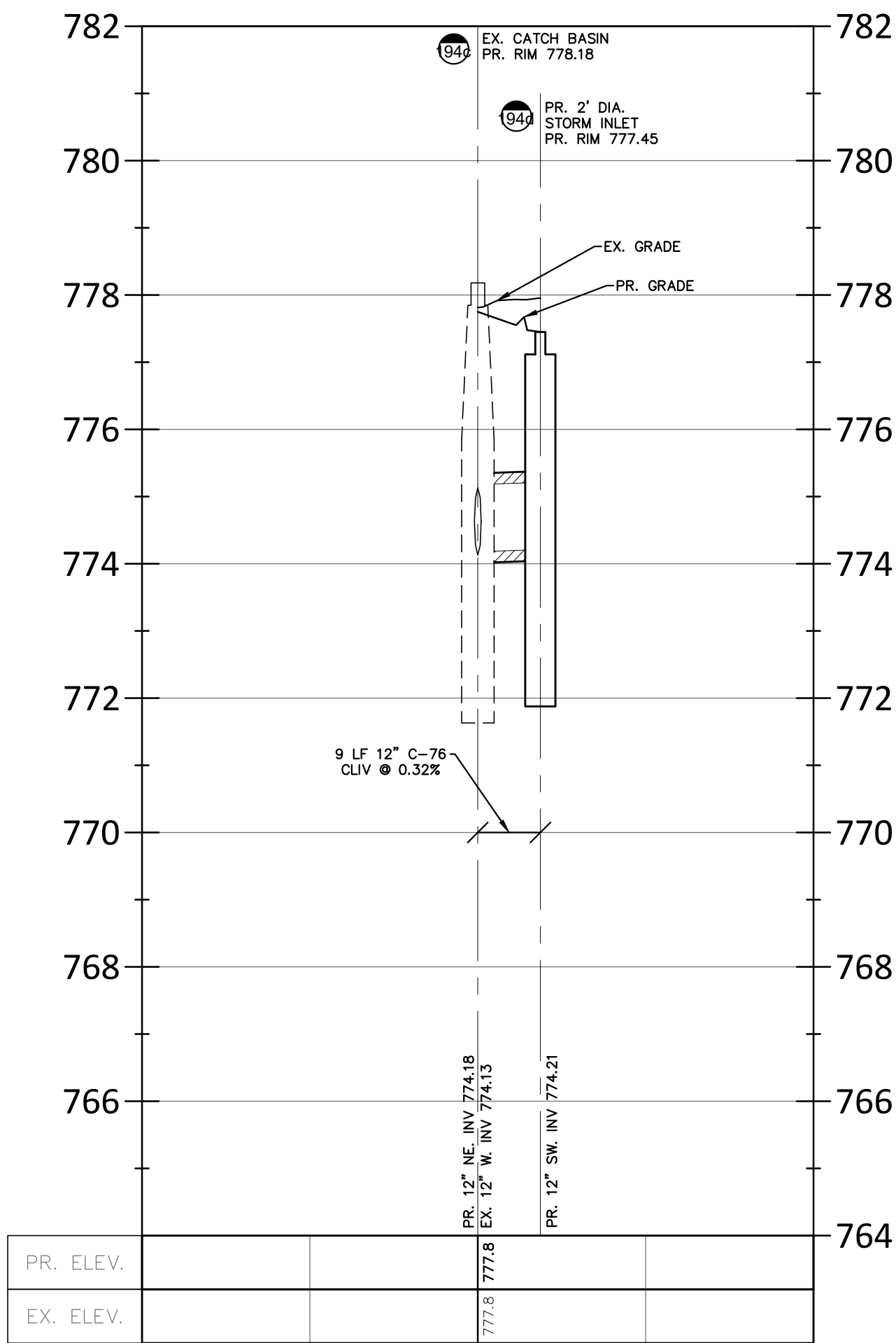
NFE JOB NO. SHEET NO.
0397 C10



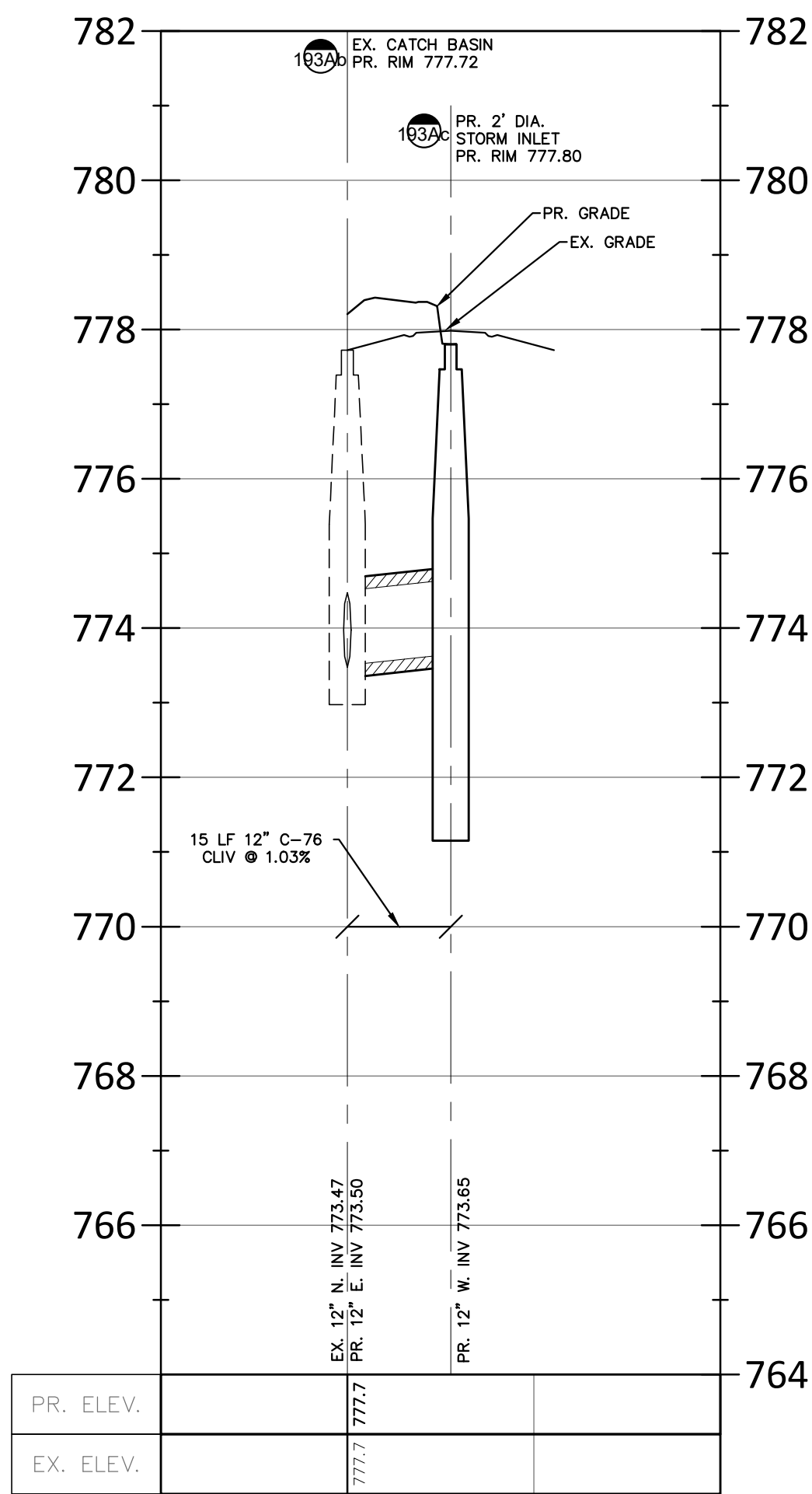
Storm Sewer Profile
(-0+75.00 - 0+50.00)



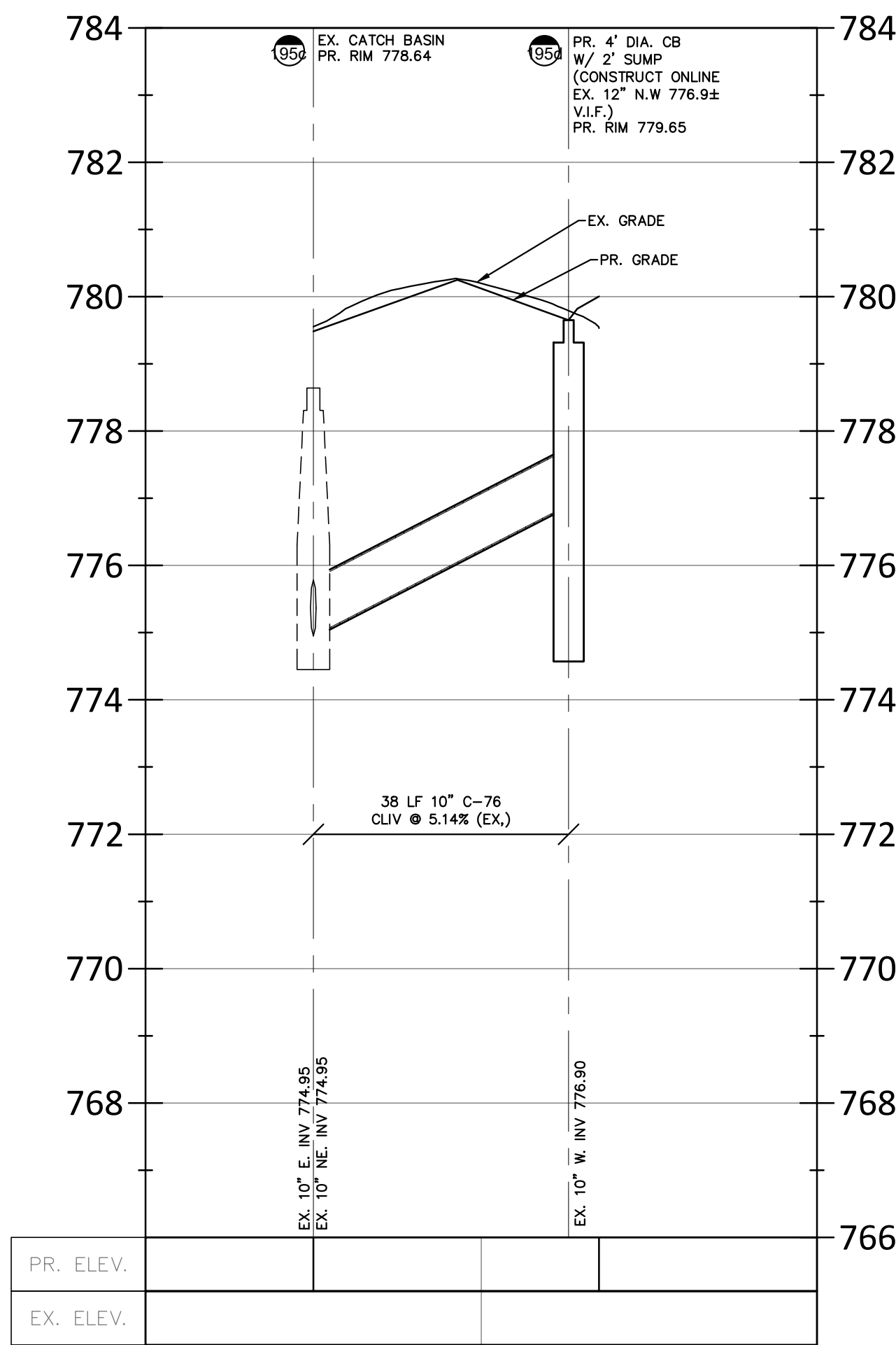
Storm Sewer Profile
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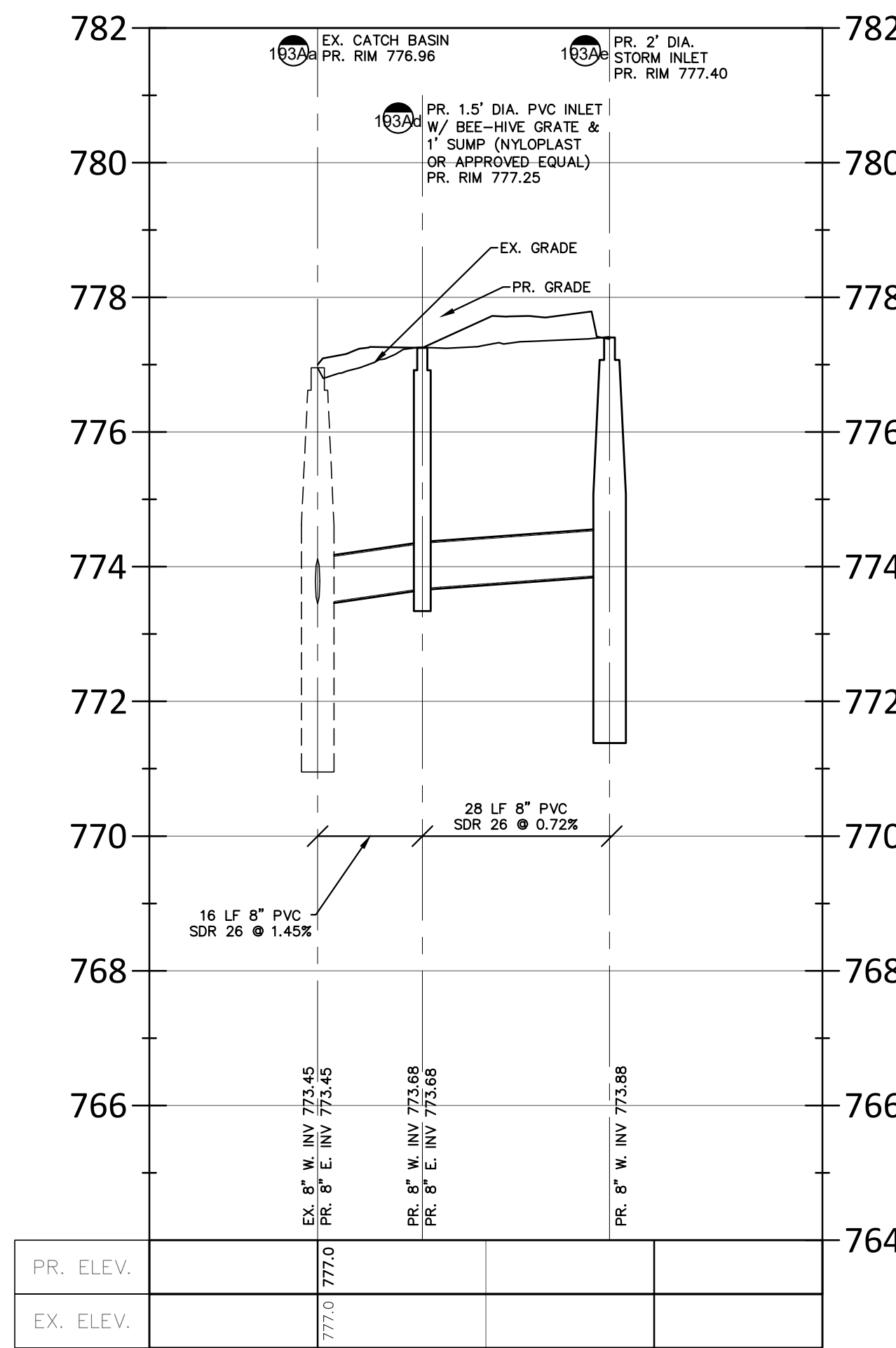
Storm Sewer Profile
(-0+50.00 - 0+50.00)



Storm Sewer Profile
(-0+25.00 - 0+50.00)

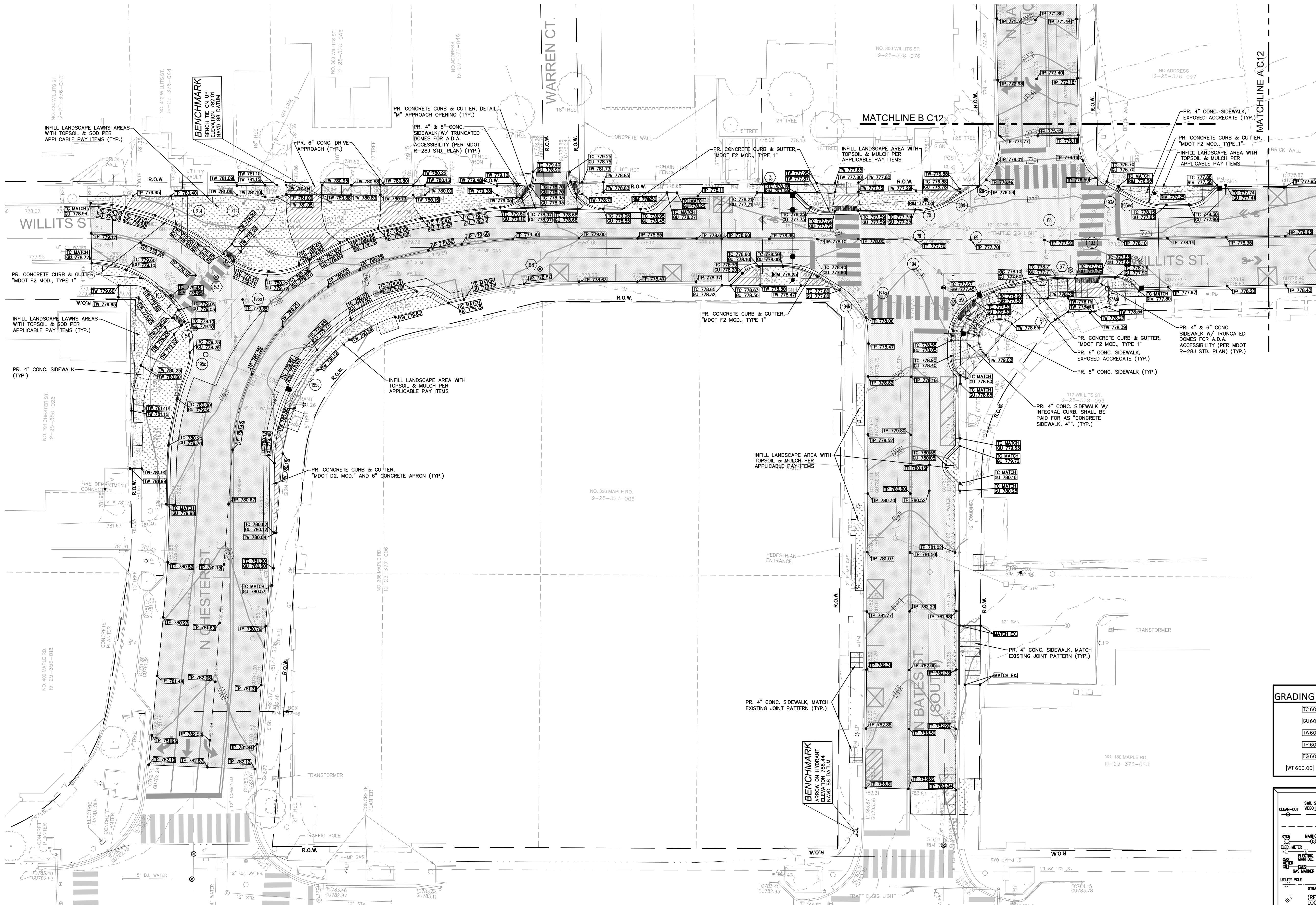
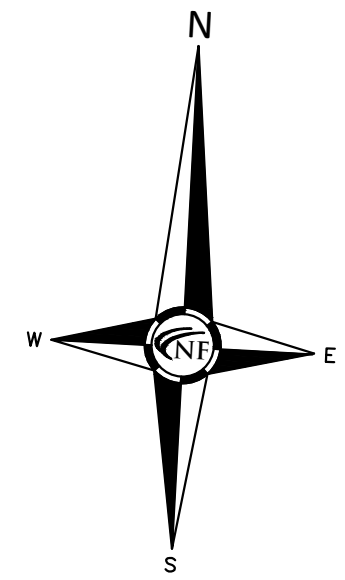


Storm Sewer Profile
(-0+25.00 - 0+75.00)



Storm Sewer Profile
(-0+25.00 - 0+75.00)

DRAINAGE STRUCTURE NOTE
ALL PROPOSED CATCH BASINS AND DRAINAGE INLETS SHALL BE
INSTALLED WITH 6" PERF. UNDERDRAIN PER TRENCH DETAIL
(BID QUANTITY IS 40 LF PER STRUCTURE)

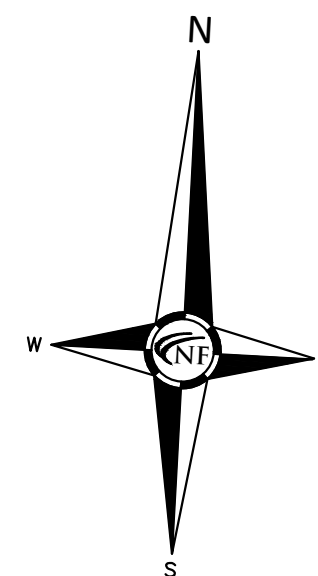


GRADING LEGEND

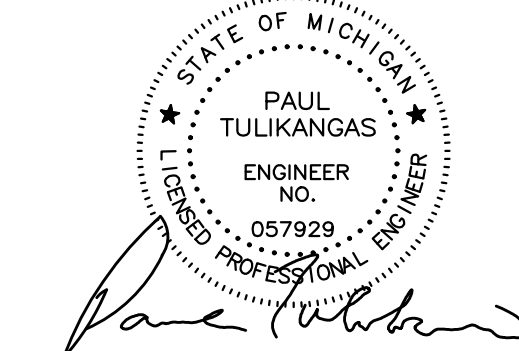
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GU 600.00	PR. GUTTER ELEVATION
TW 600.00	PR. TOP OF WALK ELEVATION
TP 600.00	PR. TOP OF PWMT. ELEVATION
FG 600.00	FINISH GRADE ELEVATION
WT 600.00 WB 600.00	WALL TOP/BOTTOM ELEVATION

LEGEND

CLEAN-OUT	EXISTING SAN/COMB SEWER
MANHOLE	EXISTING WATER MAIN
END SECTION	EXISTING STORM SEWER
EXISTING BURIED CABLES	
EXISTING GAS MAIN	
OVERHEAD LINES	
EX PAVERS	
PR. 6" CONC. SIDEWALK DRIVE APPROACH, APRON	
PR. 4" CONC. SIDEWALK	
PR. 6" CONC. SIDEWALK (EXPOSED AGGREGATE)	
PR. FULL-DEPTH ASPH. (7" MIN ON 8" 21A)	
PR. PARTIAL-DEPTH (2") ASPH. MILL AND REPLACE	
PR. CONC. CURB & GUTTER	



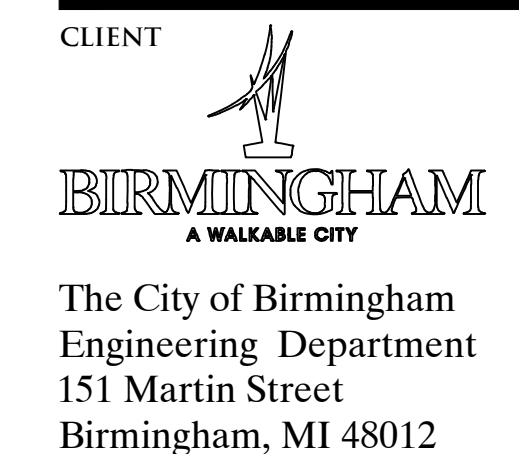
SEAL



PROJECT

City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT



The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

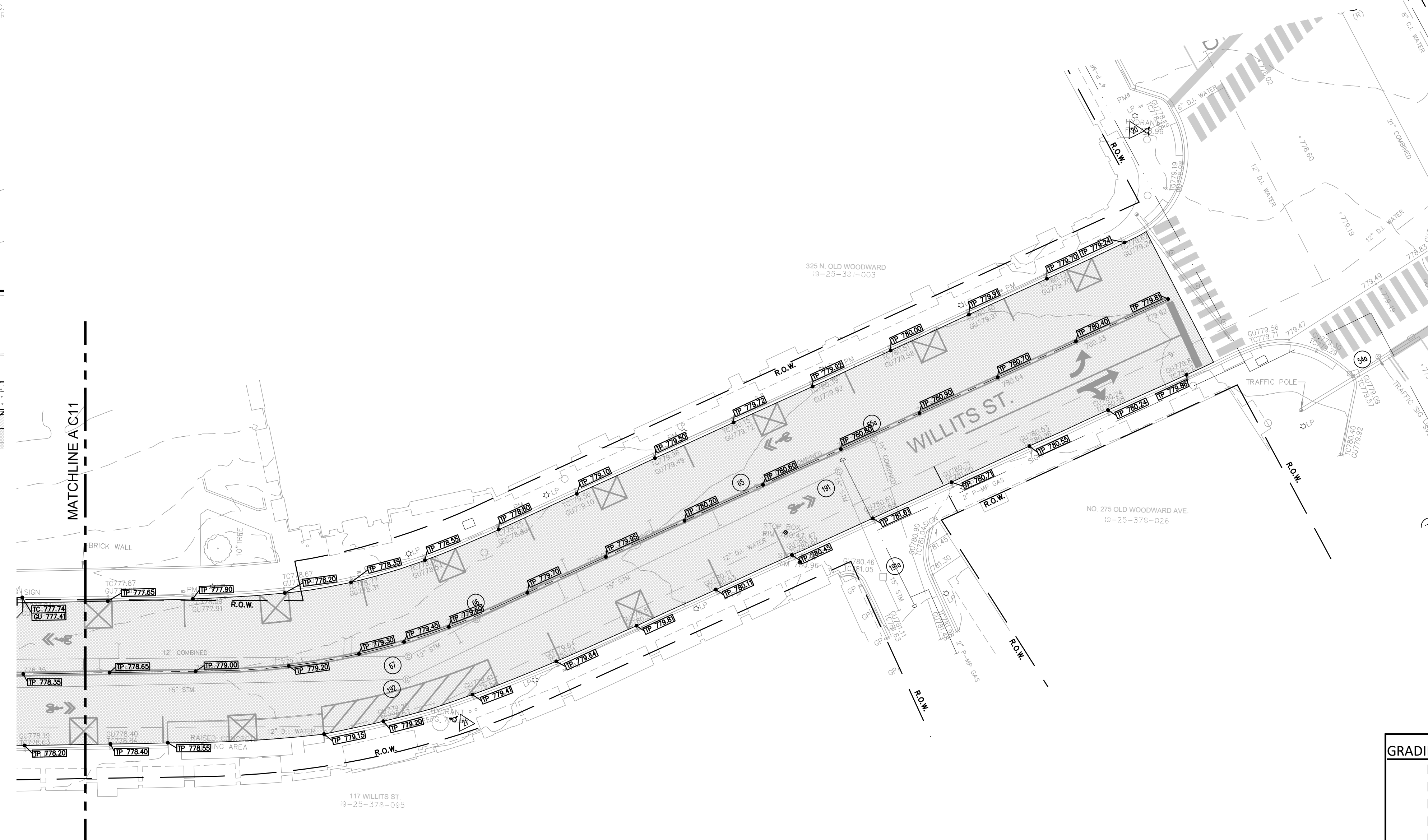
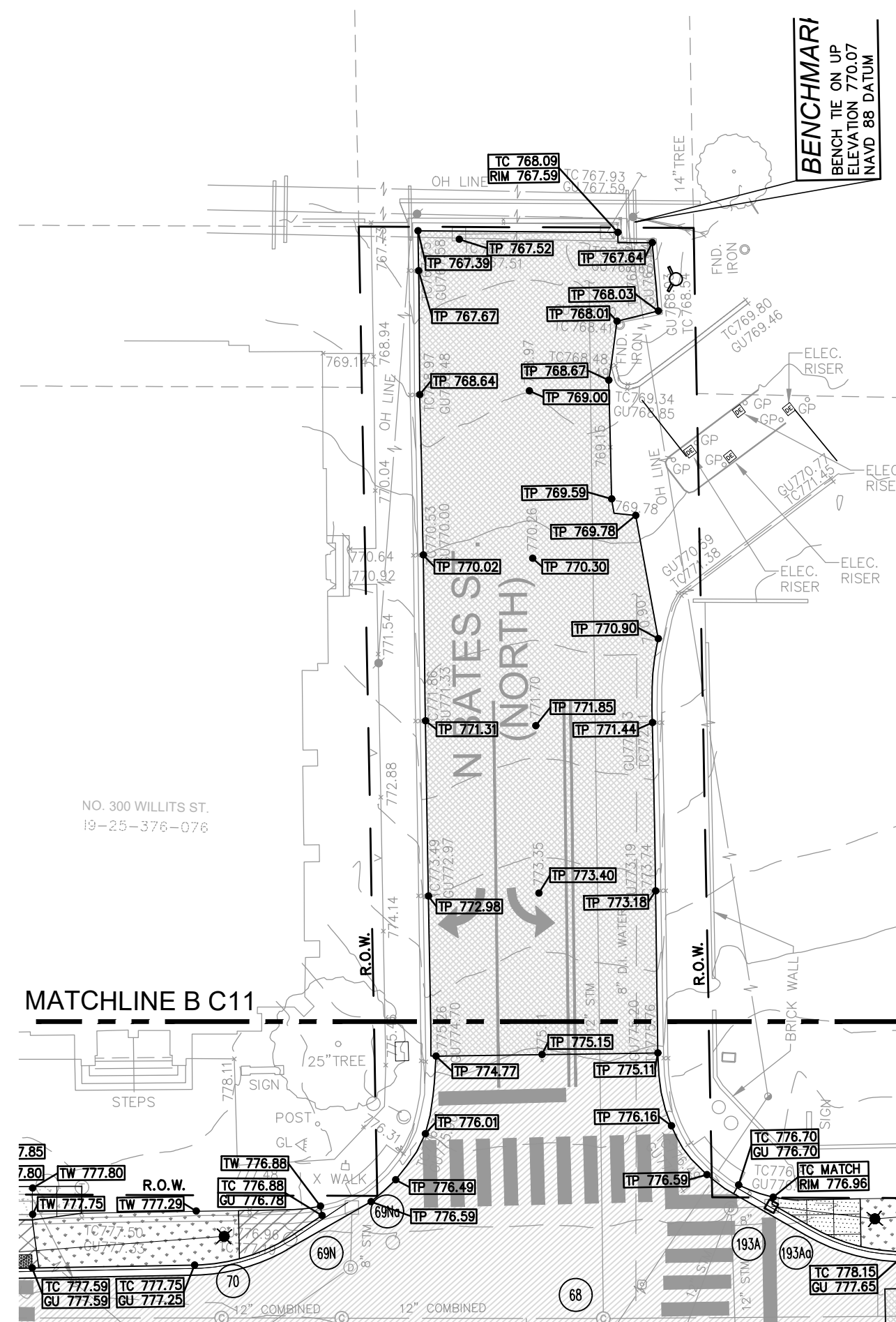
PROJECT LOCATION

Part of the SW 1/4
of Section 25,
T. 2N, R. 10E
City of Birmingham,
Oakland County, Michigan



DATE ISSUED/REVISED
02-20-25 ISSUED SURVEY
02-25-25 CITY REVIEW
05-22-25 BIDS

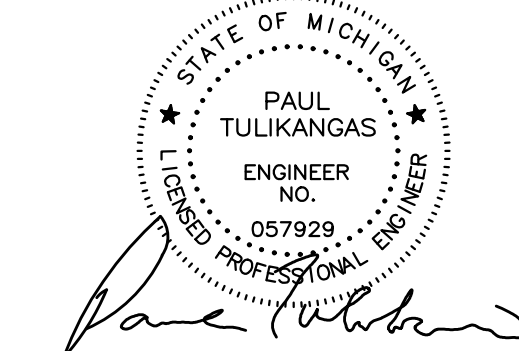
DRAWN BY:
D. Auricchio
DESIGNED BY:
P. Tulikangas
APPROVED BY:
P. Tulikangas
DATE:
2-6-2025
SCALE: 1" = 20'
NFE JOB NO. SHEET NO.
0397 C12



GRADING LEGEND	
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 PWMT. ELEVATION
FG 600.00	FINISH GRADE ELEVATION
WT 600.00 WB 600.00	WALL TOP/BOTTOM ELEVATION

LEGEND	
CLEAN-OUT	EXISTING SAN/COMB SEWER
MANHOLE	EXISTING WATER MAIN
END SECTION	EXISTING STORM SEWER
EXISTING BURIED CABLES	
EXISTING GAS MAIN	
OVERHEAD LINES	
EX PAVERS	
PR. 6" CONC. SIDEWALK	
LANDSCAPE BED	
EX. SOIL BORING	
PUBLIC PHONE	
WELL	
PUMP	
POST/BOLLARD	
PARKING METER	
MAIL BOX	
ROCK/BOULDER	
SPRINKLER VALVE BOX	
SPRINKLER HEAD	
FOUND PROPERTY MARKER	
GROUND ELEVATION	

SEAL



PROJECT
City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT

BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

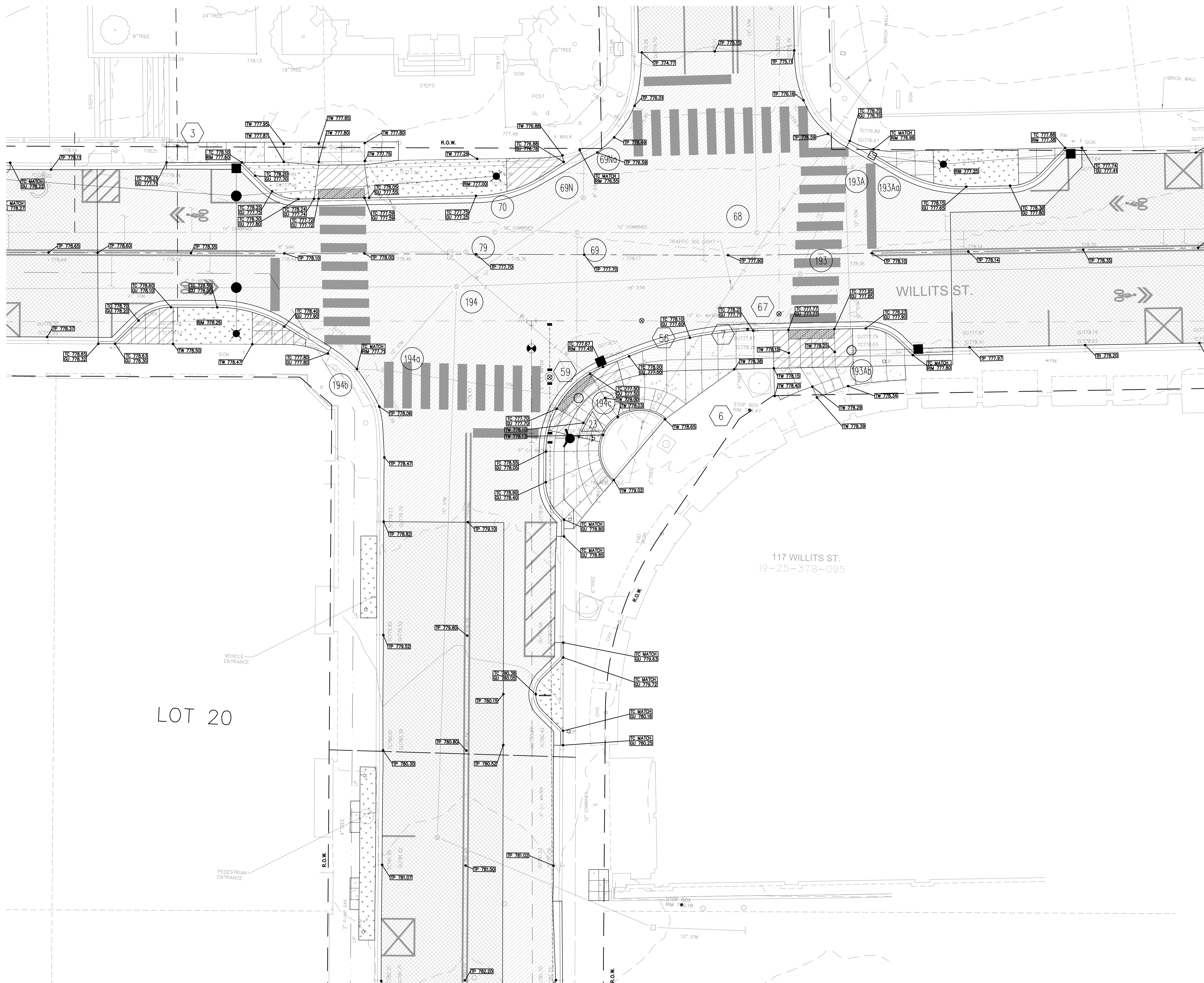
PROJECT LOCATION
Part of the SW ¼
of Section 25,
T. 2N, R. 10E
City of Birmingham,
Oakland County, Michigan

SHEET
Detailed Grading Plan -
2 of 2



DATE ISSUED/REVISED
02-20-25 ISSUED SURVEY
02-25-25 CITY REVIEW
05-22-25 BIDS
06-06-25 ADDENDUM 1

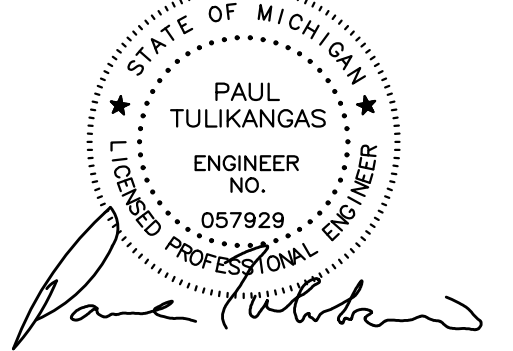
DRAWN BY:
D. Auricchio
DESIGNED BY:
P. Tulikangas
APPROVED BY:
P. Tulikangas
DATE:
2-6-2025
SCALE: 1" = 10'
NFE JOB NO. SHEET NO.
0397 C14



GRADING LEGEND	
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 PWMT. ELEVATION
FG 600.00	FINISH GRADE ELEVATION
WT 600.00 WB 600.00	WALL TOP/BOTTOM ELEVATION

LEGEND	
CLEAN-OUT	EXISTING SAN/COMB SEWER
MANHOLE	EXISTING WATER MAIN
END SECTION	EXISTING STORM SEWER
EXISTING BURIED CABLES	
EXISTING GAS MAIN	
OVERHEAD LINES	
EX PAVERS	
PR. 6" CONC. SIDEWALK	
LANDSCAPE BED	
EX. SOIL BORING	
PUBLIC PHONE	
WELL	
PUMP	
POST/BOLLARD	
PARKING METER	
MAIL BOX	
ROCK/BOULDER	
SPRINKLER VALVE BOX	
SPRINKLER HEAD	
FOUND PROPERTY MARKER	
GROUND ELEVATION	

SEAL



PROJECT

City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT



The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the SW ¼
of Section 25,
T. 2N, R. 10E
City of Birmingham,
Oakland County, Michigan

SHEET

Striping and Signage Plan -
1 of 2



Know what's below
Call before you dig.

DATE ISSUED/REVISED
02-20-25 ISSUED SURVEY
02-25-25 CITY REVIEW
05-22-25 BIDS

DRAWN BY:
D. Auricchio

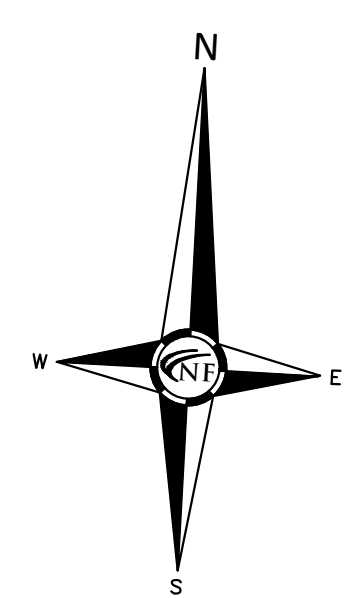
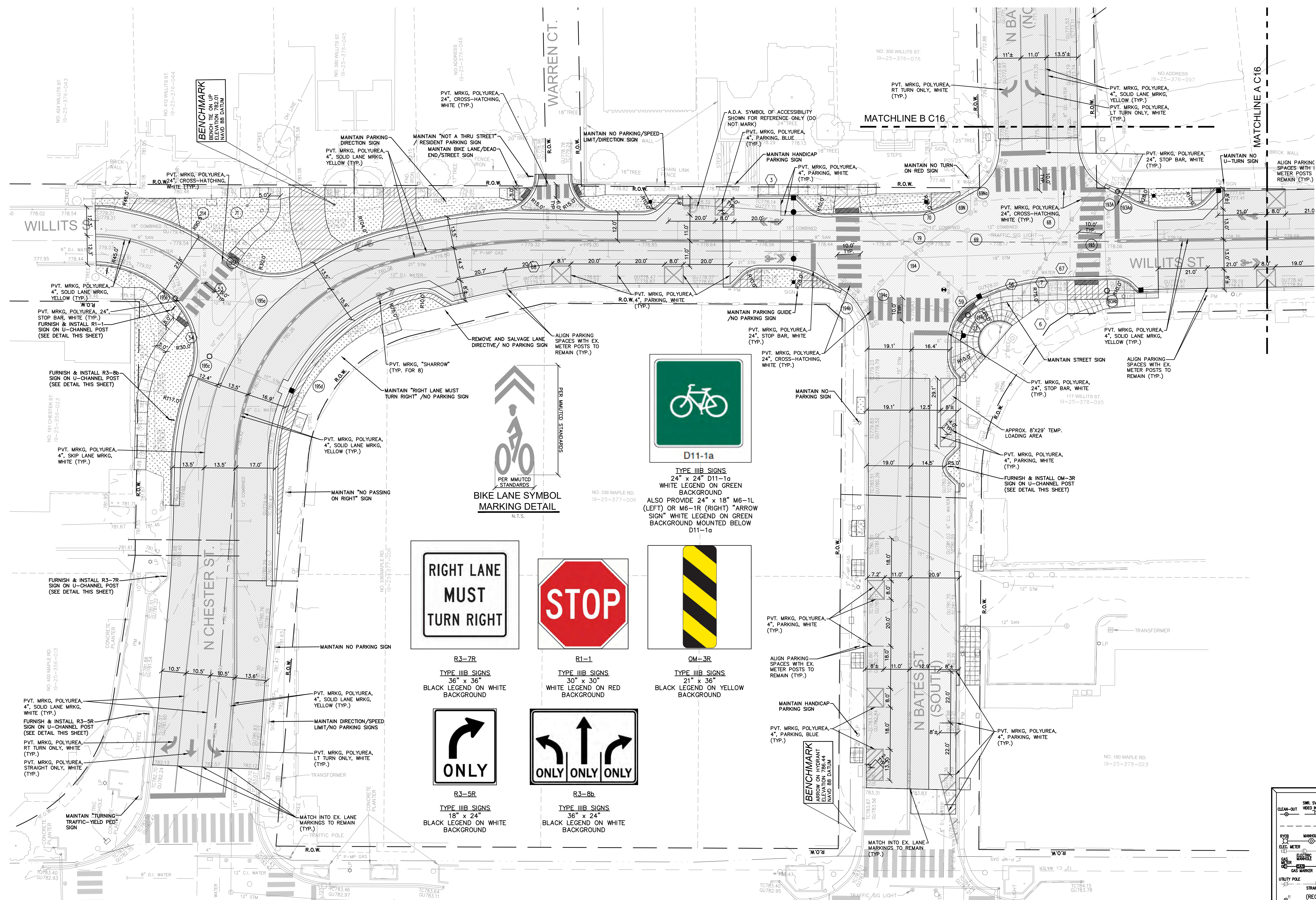
DESIGNED BY:
P. Tulikangas

APPROVED BY:
P. Tulikangas

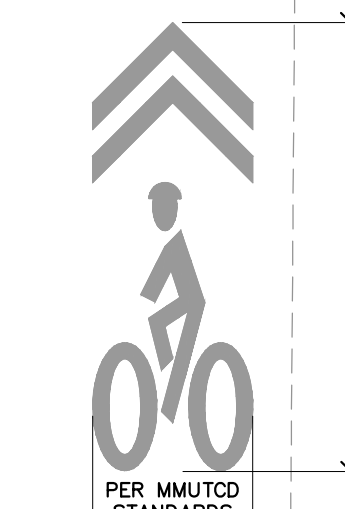
DATE:
2-6-2025

SCALE: 1" = 20'

NFE JOB NO. SHEET NO.
0397 C15



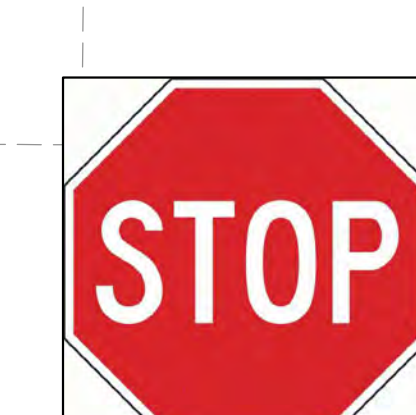
TYPE IIIB SIGNS
24" x 24" D11-1a
WHITE LEGEND ON GREEN
BACKGROUND
ALSO PROVIDE 24" x 18" M6-1L
(LEFT) OR M6-1R (RIGHT) "ARROW
SIGN" WHITE LEGEND ON GREEN
BACKGROUND MOUNTED BELOW
D11-1a



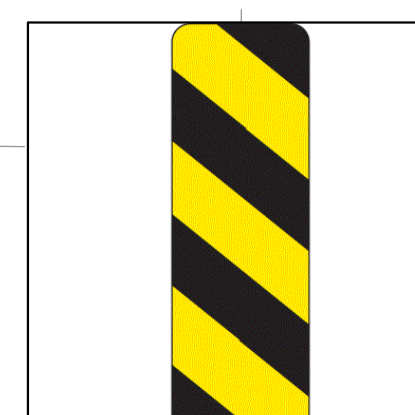
BIKE LANE SYMBOL
MARKING DETAIL
N.T.S.



R3-7R
TYPE IIIB SIGNS
36" x 36"
BLACK LEGEND ON WHITE
BACKGROUND



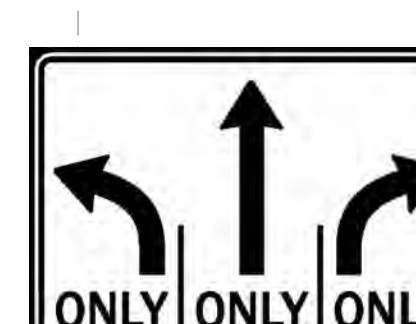
R1-1
TYPE IIIB SIGNS
21" x 30"
WHITE LEGEND ON RED
BACKGROUND



TYPE IIIB SIGNS
21" x 36"
BLACK LEGEND ON YELLOW
BACKGROUND



R3-5R
TYPE IIIB SIGNS
36" x 24"
BLACK LEGEND ON WHITE
BACKGROUND



R3-8b
TYPE IIIB SIGNS
36" x 24"
BLACK LEGEND ON WHITE
BACKGROUND

LEGEND	
SWR. SVC. (PER VIDEO SURV.)	EXISTING SAN/COMB SEWER
CLEAN-OUT	EXISTING WATER MAIN
MANHOLE	EXISTING STORM SEWER
CB END SECTION	EXISTING BURIED CABLES
HYDRANT	EXISTING GAS MAIN
EXISTING GAS VALVE	
UTILITY POLE	OVERHEAD LINES
STRAN POLE	EX PAVERS
RECORD CURB STOP LOCATION (APPROX.)	PR. 6" CONC. SIDEWALK DRIVE APPROACH, APPROX.
LANDSCAPE BED	PR. 4" CONC. SIDEWALK (EXPRESS AGGREGATE)
EX. SOIL BORING	PR. 6" CONC. SIDEWALK (FULL-DEPTH ASPH. 7" MIN ON 8" 21A)
PUBLIC PHONE	PR. PARTIAL-DEPTH (2") ASPH. MILL AND REPLACE
WELL	PR. CONC. CURB & GUTTER
PUMP	
POST/BOLLARD	
PARKING METER	
MAIL BOX	
ROCK/BOULDER	
SPRINKLER VALVE BOX	
SPRINKLER HEAD	
FOUND PROPERTY MARKER	
GROUND ELEVATION	

SEAL



PROJECT
City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT



The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the SW ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET

Striping and Signage Plan -
2 of 2



Know what's below
Call before you dig.

DATE ISSUED/REVISED

02-20-25 ISSUED SURVEY

02-25-25 CITY REVIEW

05-22-25 BIDS

DRAWN BY:

D. Auricchio

DESIGNED BY:

P. Tulikangas

APPROVED BY:

P. Tulikangas

DATE:

2-6-2025

SCALE: 1" = 20'

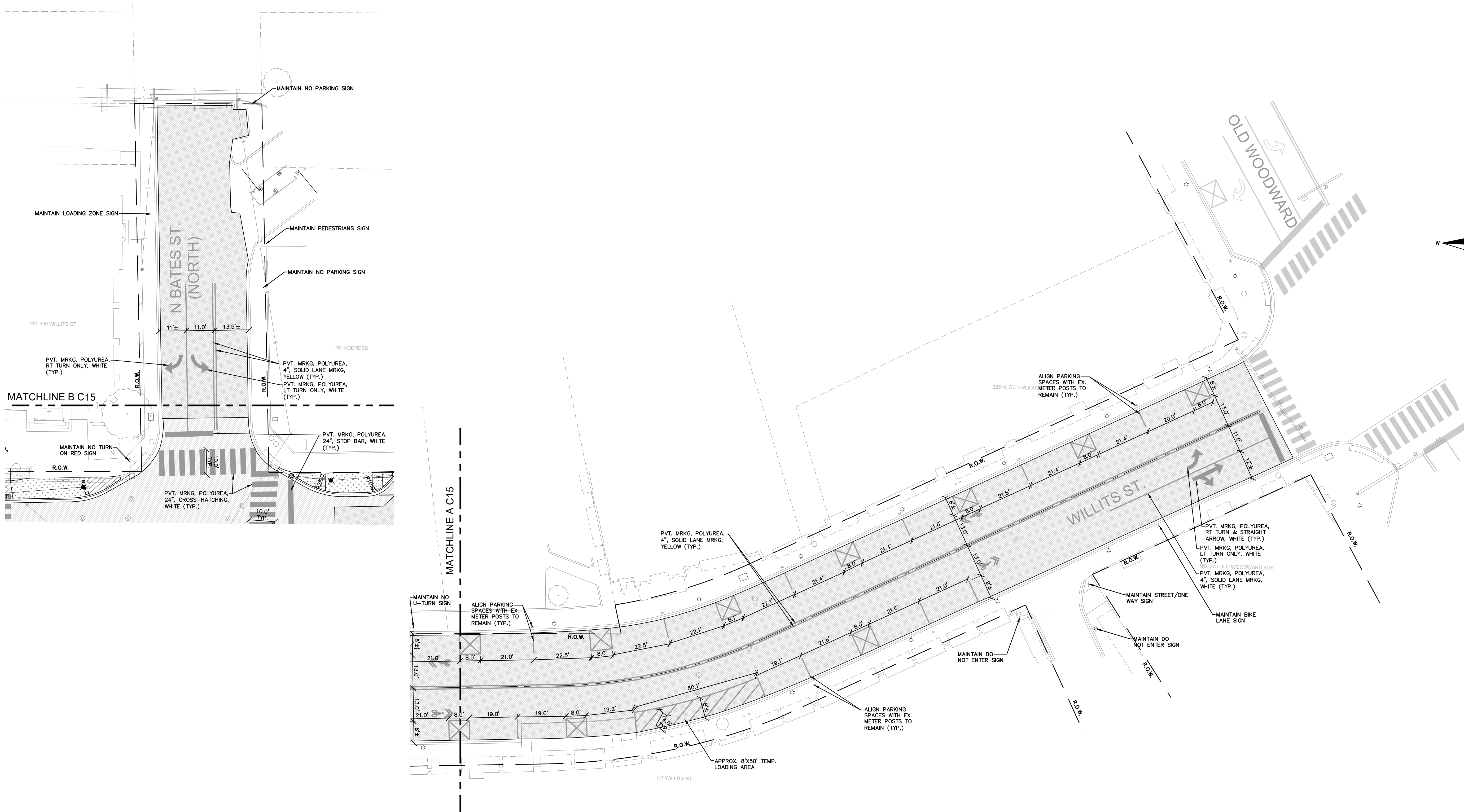
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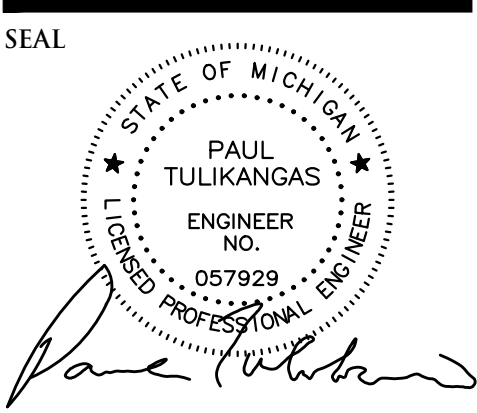
0397

SHEET NO.

C16



LEGEND	
	SWR. SVC. PER
	CLEAN-OUT
	MANHOLE
	EXISTING SAN/COMB SEWER
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EXISTING BURIED CABLES
	EXISTING GAS MAIN
	UTILITY POLE
	LIGHT POLE
	OVERHEAD LINES
	EX PAVERS
	PR. 6" CONC. SIDEWALK (DEEP APPROACH, APPROX.)
	PR. 4" CONC. SIDEWALK
	PR. 6" CONC. SIDEWALK (EXPOSED APPROACH)
	PR. FULL-DEPTH ASPHALT (7" MAX. ON 6" STAIN)
	PR. PARTIAL-DEPTH (2") ASPHALT. MAX. AND REPLACE
	PR. CONC. CURB & GUTTER
	(RECORD) CURB STOP LOCATION (APPROX.)
	LANDSCAPE BED
	EX. SOIL BORING
	WELL PUMP SIGN
	POST/BOLLARD
	PARKING METAL BOX
	ROCK/BOULDER
	SPRINKLER VALVE BOX
	SPRINKLER HEAD
	FOUND PROPERTY MARKER
	GROUND LEVELATION
	X 00.00 00



PROJECT
City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Existing and Proposed
Road Cross-Sections
(1 of 2)

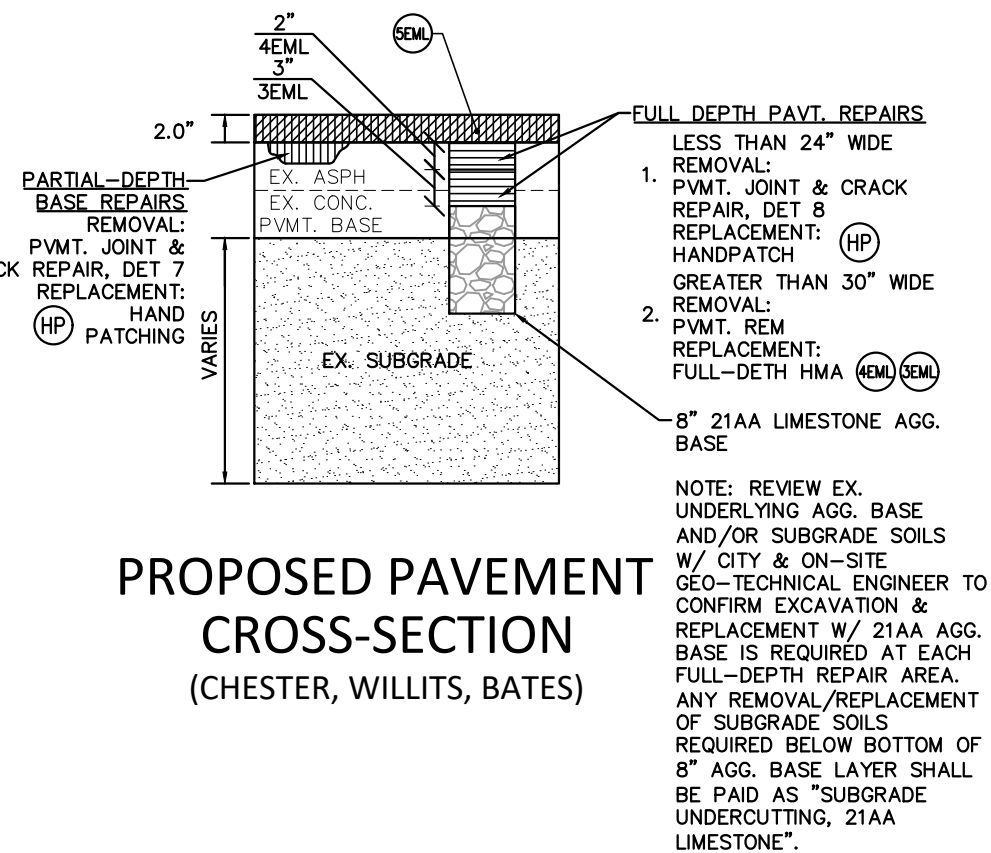
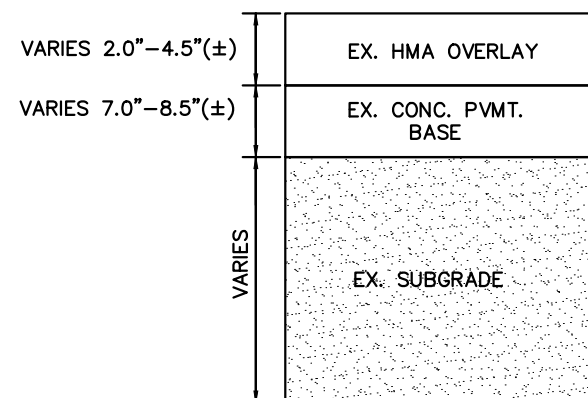
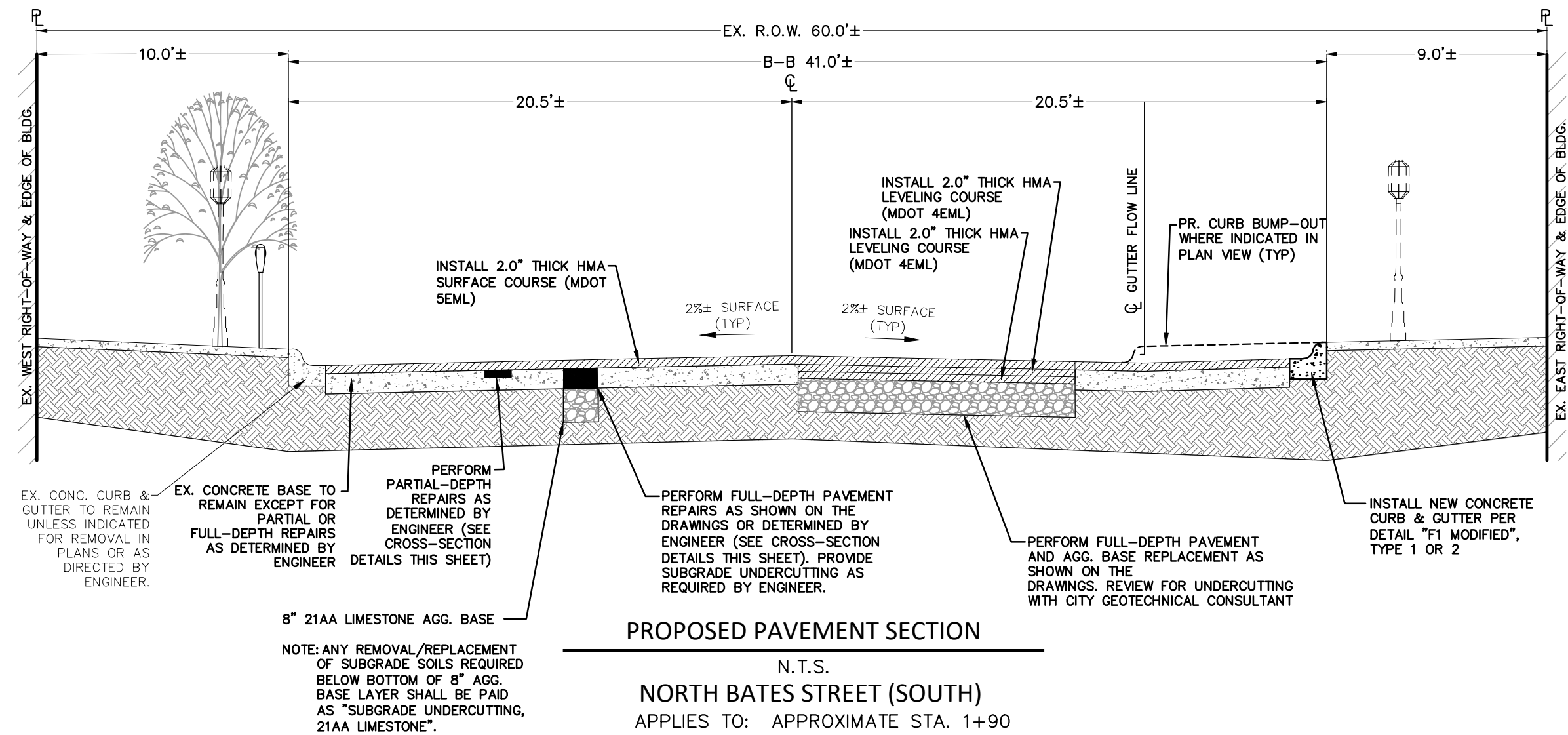
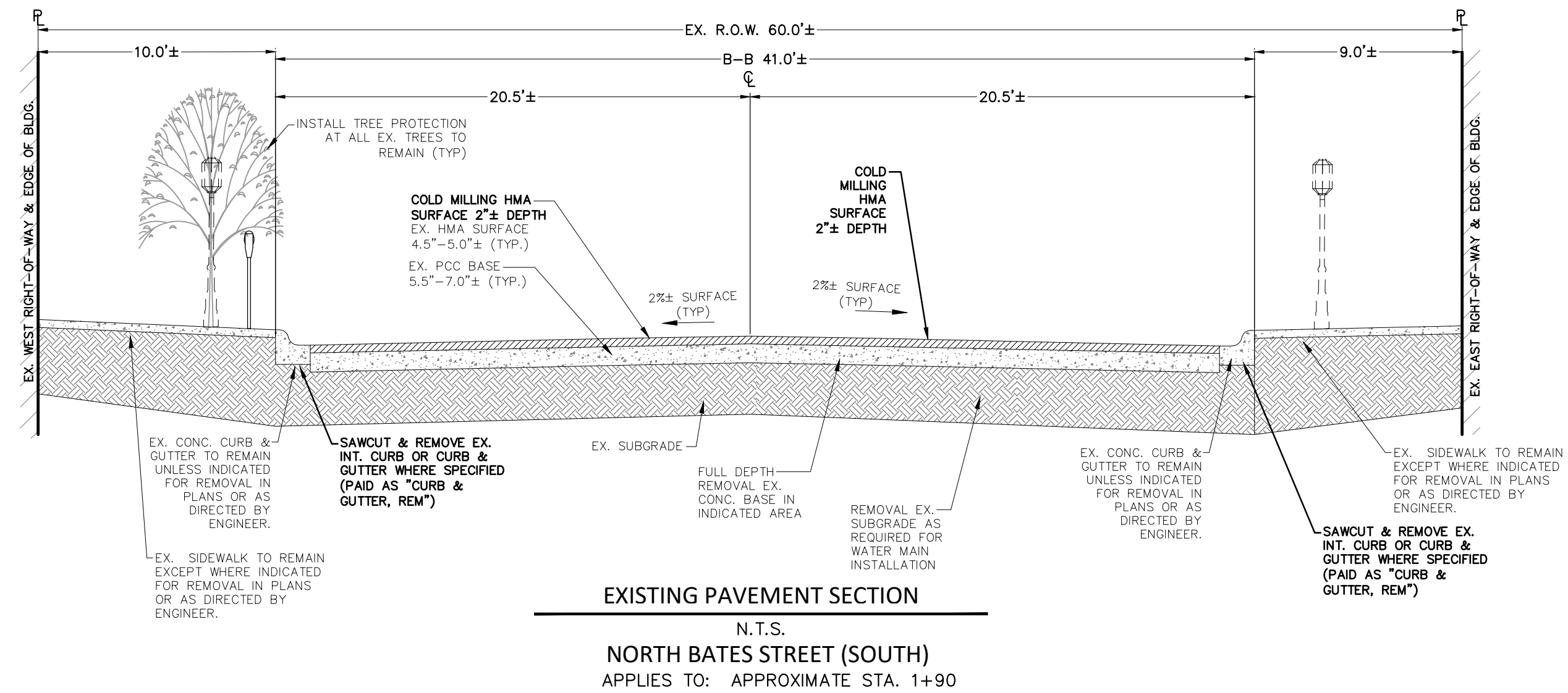
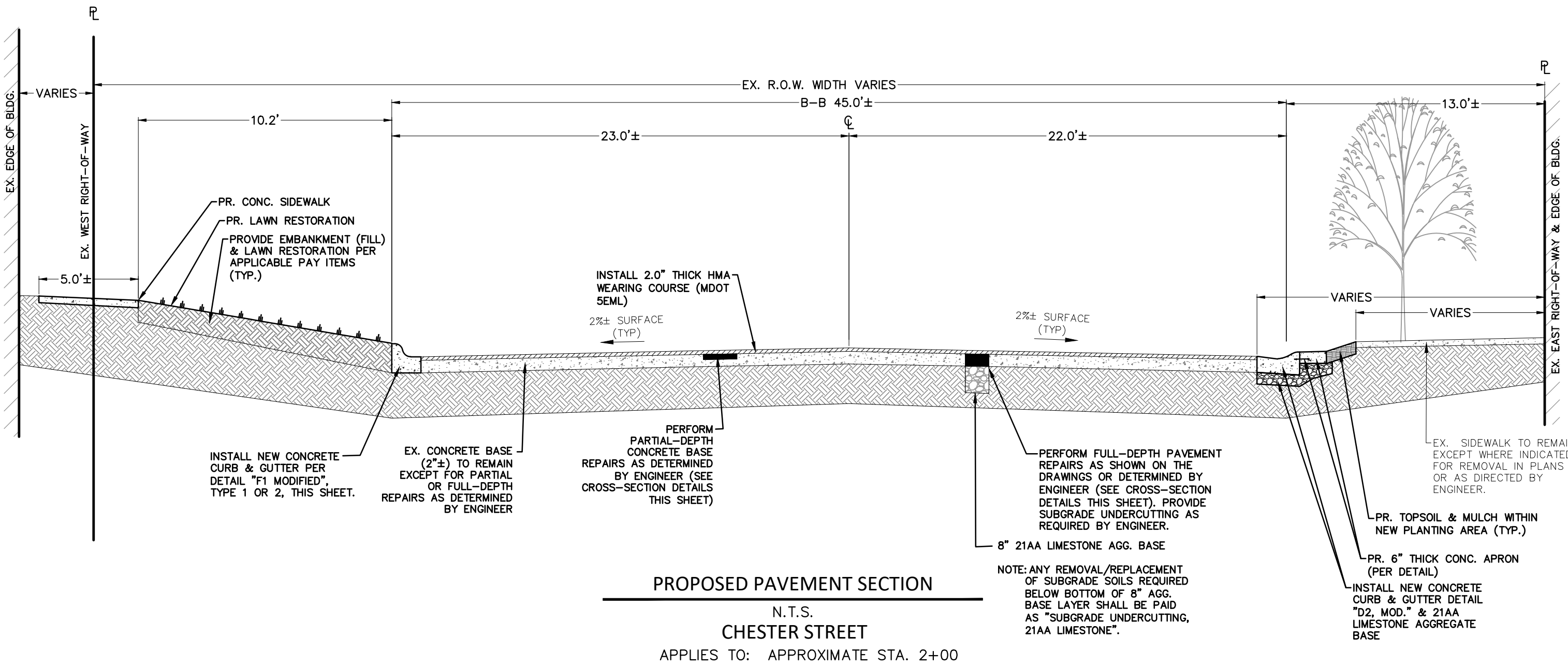
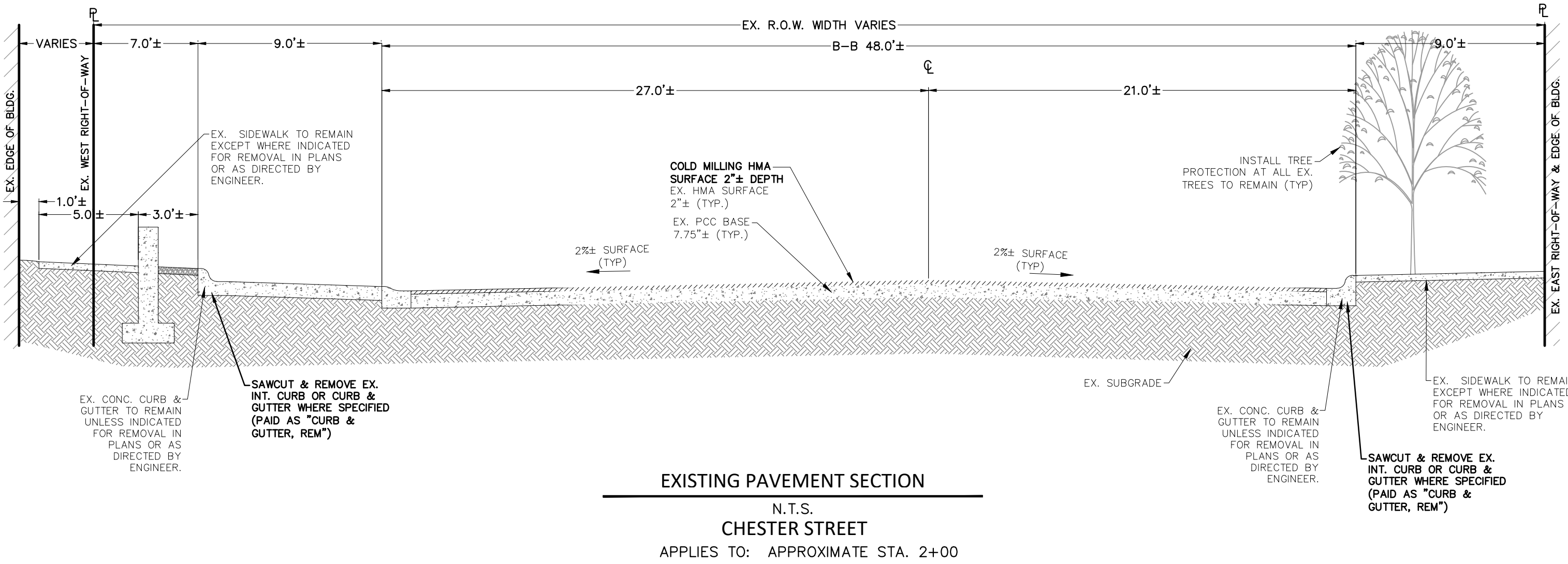


Know what's below
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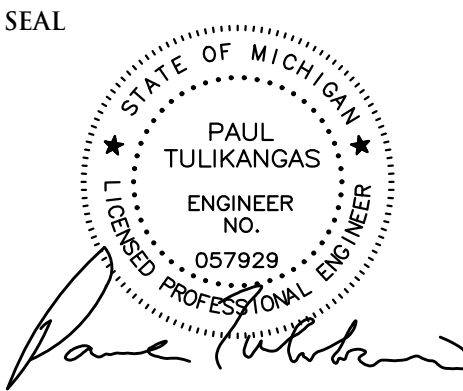
DATE ISSUED/REVISED
02-20-25 ISSUED SURVEY
02-25-25 CITY REVIEW
05-22-25 BIDS

DRAWN BY:
D. Auricchio
DESIGNED BY:
P. Tulikangas
APPROVED BY:
P. Tulikangas
DATE:
2-6-2025
SCALE: N.T.S.

NFE JOB NO. SHEET NO.
0397 C17



HMA APPLICATION CHART				
ITEM DESCRIPTION	RATE	PERFORMANCE GRADES	LOCATION/REMARKS	DESIGNATION
HMA, 5EML	220 LBS/SYD	PG 64-22	WEARING COURSE MINIMUM A.W.I. = 260	(5EML)
HMA, 4EML	220 LBS/SYD	PG 64-22	LEVELING COURSE	(4EML)
HMA, 3EML	330 LBS/SYD	PG 64-22	BASE COURSE	(3EML)
HAND PATCHING	220 LBS/SYD MAX	PG 64-22	HMA, 5EML (JOINT CRACK FILLER FOR DET 7/8 REPLACEMENT	(HP)
BOND COAT	0.05-0.15 GAL/SYD	N/A	SHALL MEET SS-1H	
RECYCLED ASPHALT PAVEMENT (R.A.P.) IN HMA MIX NOTE: ALL HMA WEARING MIXES USED ON THIS PROJECT SHALL MEET M.D.O.T. TIER 1 REQUIREMENTS FOR R.A.P. CONTENT.				



PROJECT
City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT



PROJECT LOCATION
Part of the SW ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Existing and Proposed
Road Cross-Sections
(2 of 2)

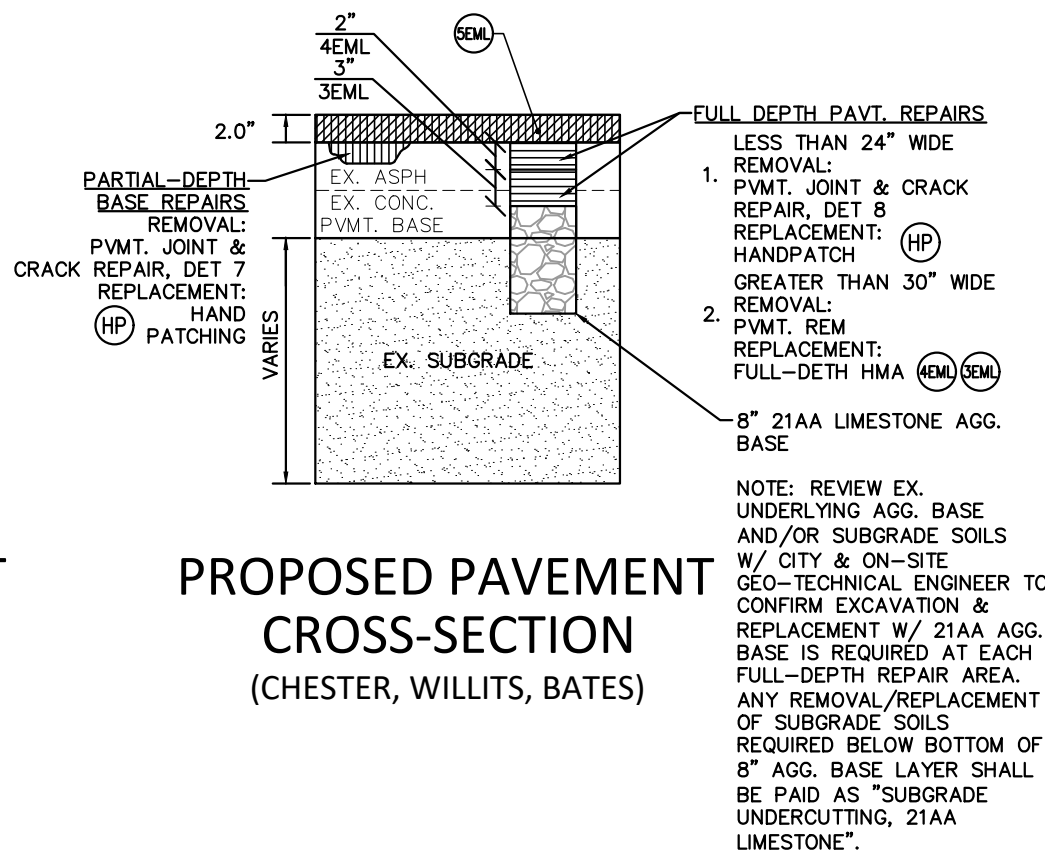
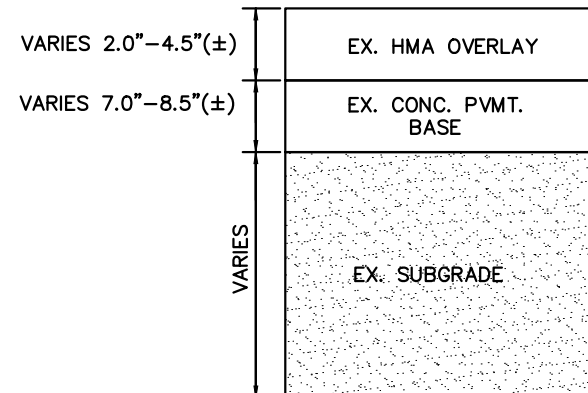
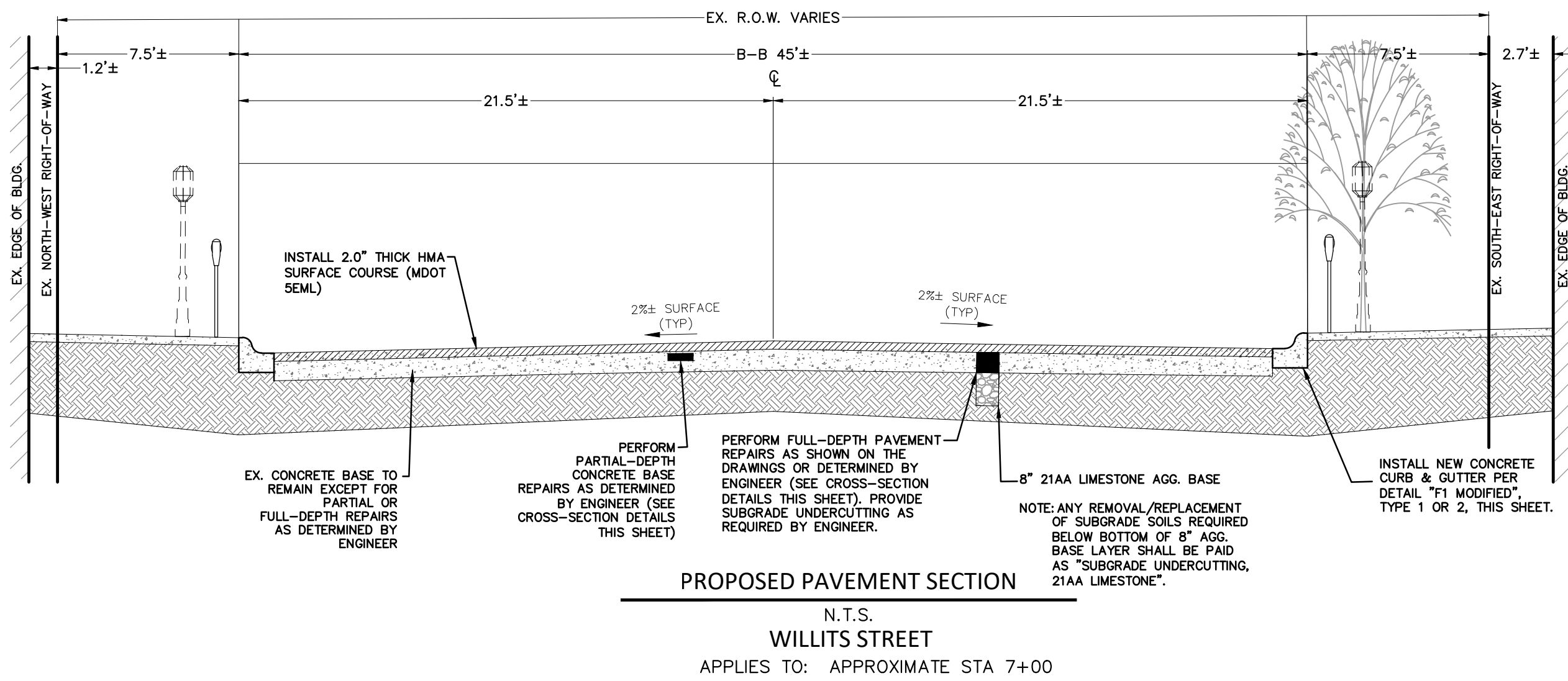
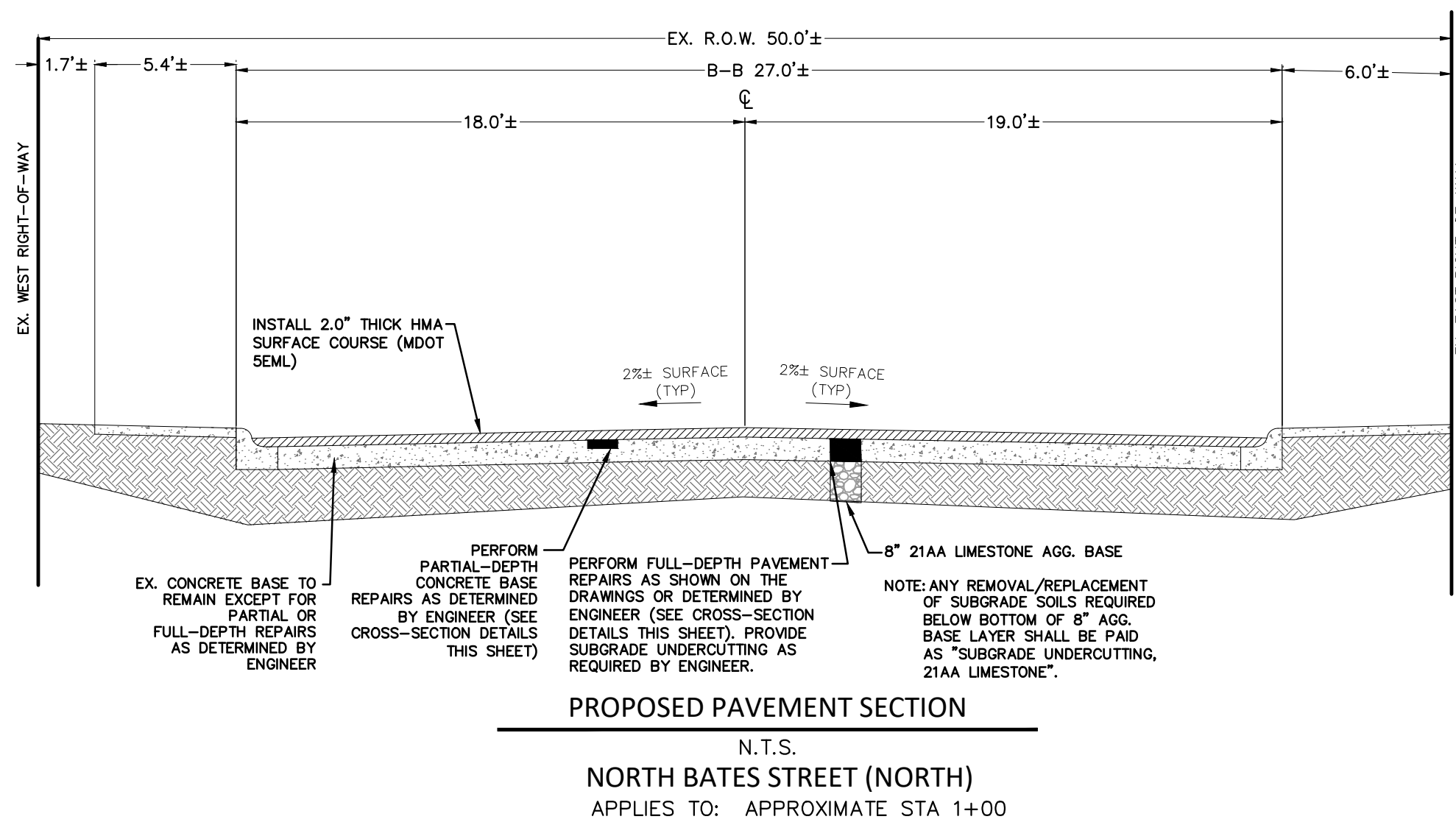
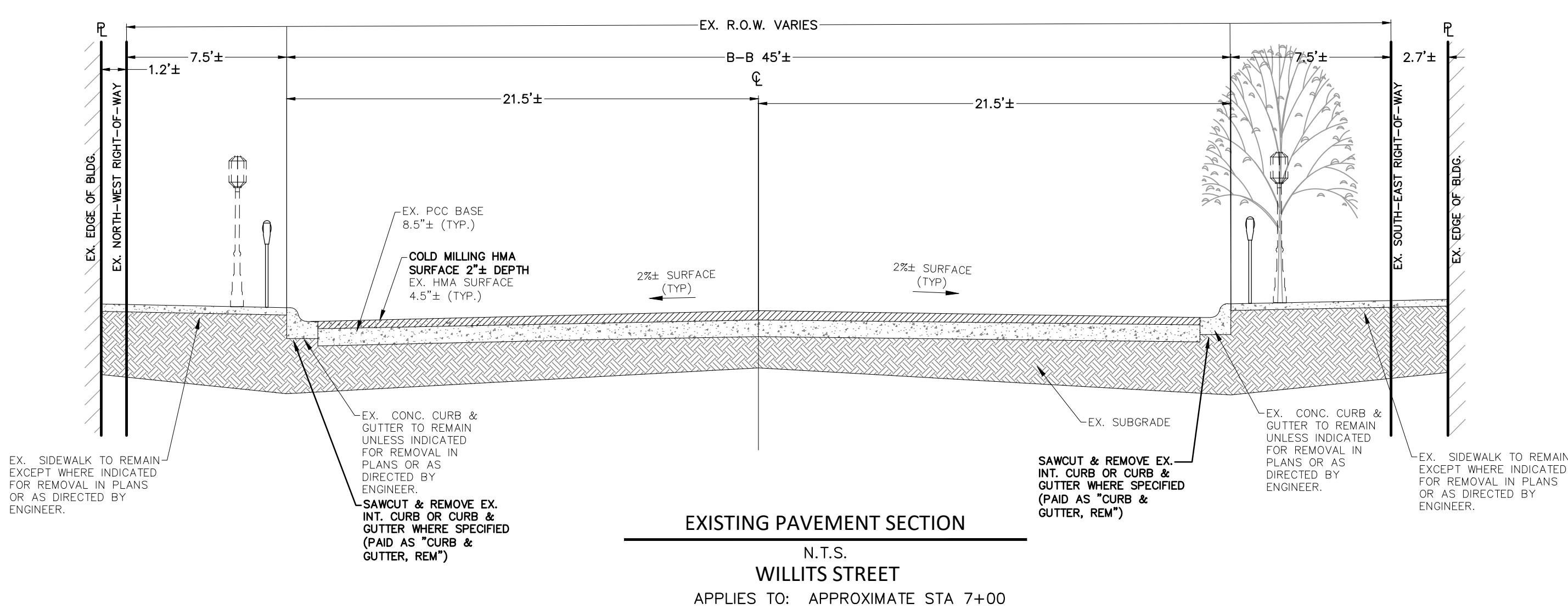
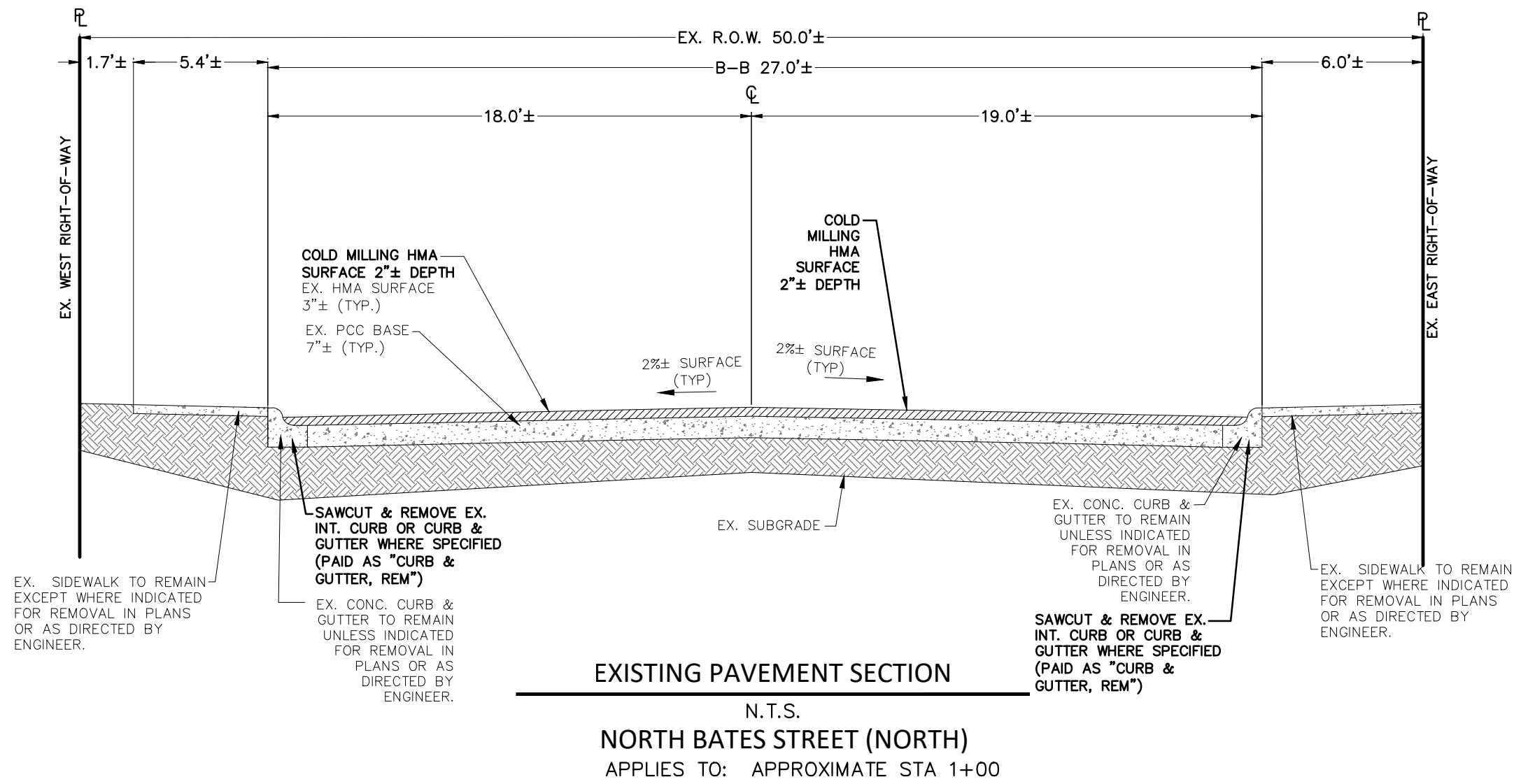


Know what's below
Call before you dig.

DATE ISSUED/REVISED
02-20-25 ISSUED SURVEY
02-25-25 CITY REVIEW
05-22-25 BIDS

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D. Auricchio
DESIGNED BY:
P. Tulikangas
APPROVED BY:
P. Tulikangas
DATE:
2-6-2025
SCALE: N.T.S.

NFE JOB NO. SHEET NO.
0397 **C18**

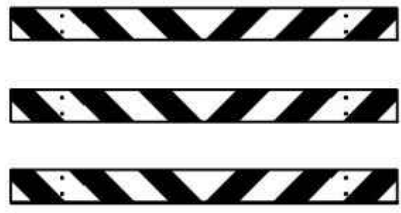


HMA APPLICATION CHART				
ITEM DESCRIPTION	RATE	PERFORMANCE GRADES	LOCATION/REMARKS	DESIGNATION
HMA, 5EML	220 LBS/SYD	PG 64-22	WEARING COURSE MINIMUM A.W.I. = 260	(SEM)
HMA, 4EML	220 LBS/SYD	PG 64-22	LEVELING COURSE	(SEM)
HMA, 3EML	330 LBS/SYD	PG 64-22	BASE COURSE	(SEM)
HAND PATCHING	220 LBS/SYD MAX	PG 64-22	HMA, 5EML (JOINT CRACK FILLER FOR DET 7/8 REPLACEMENT	(HP)
BOND COAT	0.05-0.15 GAL/SYD	N/A	SHALL MEET SS-1H	
RECYCLED ASPHALT PAVEMENT (R.A.P.) IN HMA MIX NOTE: ALL HMA WEARING MIXES USED ON THIS PROJECT SHALL MEET M.D.O.T. TIER 1 REQUIREMENTS FOR R.A.P. CONTENT.				

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M.D.O.T. TYPE III BARRICADE NOTE:

ALL TYPE III BARRICADES USED FOR ROAD CLOSURES ON M1 SHALL HAVE STRIPES ANGLED DOWN TO THE MIDDLE OF THE BARRICADE AS SHOWN BELOW AND TWO WORKING TYPE C LIGHTS ATTACHED PER M.D.O.T. DETAIL WZD-125 E.



CLOSURES

WILLITS RD. CLOSED
OLD WOODWARD TO N. CHESTER -
FOLLOW DETOUR

36"x72" ADVANCE WARNING SIGN "A"
BLACK LEGEND ON ORANGE BACKGROUND

WILLITS RD. CLOSED
OLD WOODWARD TO N. CHESTER -
SEEK ALT ROUTE

36"x72" ADVANCE WARNING SIGN "B"
BLACK LEGEND ON ORANGE BACKGROUND

N. BATES ST. CLOSED
NORTH OF MAPLE -
SEEK ALT ROUTE

36"x72" ADVANCE WARNING SIGN "C"
BLACK LEGEND ON ORANGE BACKGROUND

N CHESTER ST. CLOSED
NORTH OF MAPLE -
SEEK ALT ROUTE

36"x72" ADVANCE WARNING SIGN "D"
BLACK LEGEND ON ORANGE BACKGROUND

WILLITS

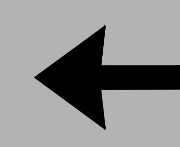
DETOUR



30" x 30" ADVANCED
WARNING SIGN "E"
BLACK LEGEND ON
ORANGE BACKGROUND

WILLITS

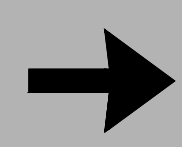
DETOUR



30" x 30" ADVANCED
WARNING SIGN "F"
BLACK LEGEND ON
ORANGE BACKGROUND

WILLITS

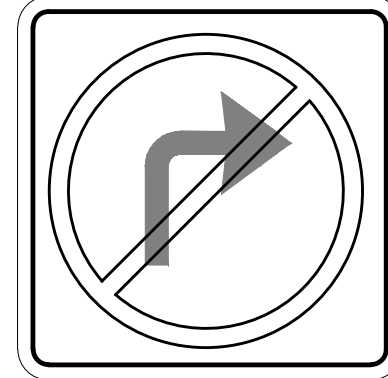
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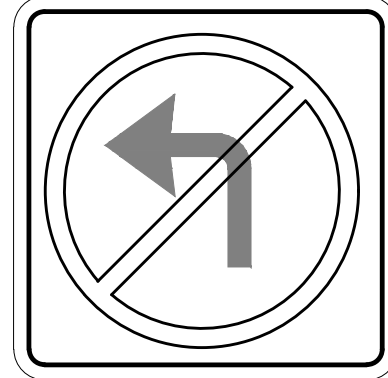
30" x 30" ADVANCED
WARNING SIGN "G"
BLACK LEGEND ON
ORANGE BACKGROUND

END
DETOUR

24" x 18" ADVANCED
WARNING SIGN "J"
BLACK LEGEND ON
ORANGE BACKGROUND



ADVANCED WARNING
SIGN "H" (R3-1)



ADVANCED WARNING
SIGN "I" (R3-2)

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



PROJECT

City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT



The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the SW ¼
of Section 25,
T. 2N, R. 10E
City of Birmingham,
Oakland County, Michigan

SHEET

Advanced Warning
Signage & Detour Plan



Know what's below
Call before you dig.

DATE ISSUED/REVISED

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02-25-25 CITY REVIEW

05-22-25 BIDS

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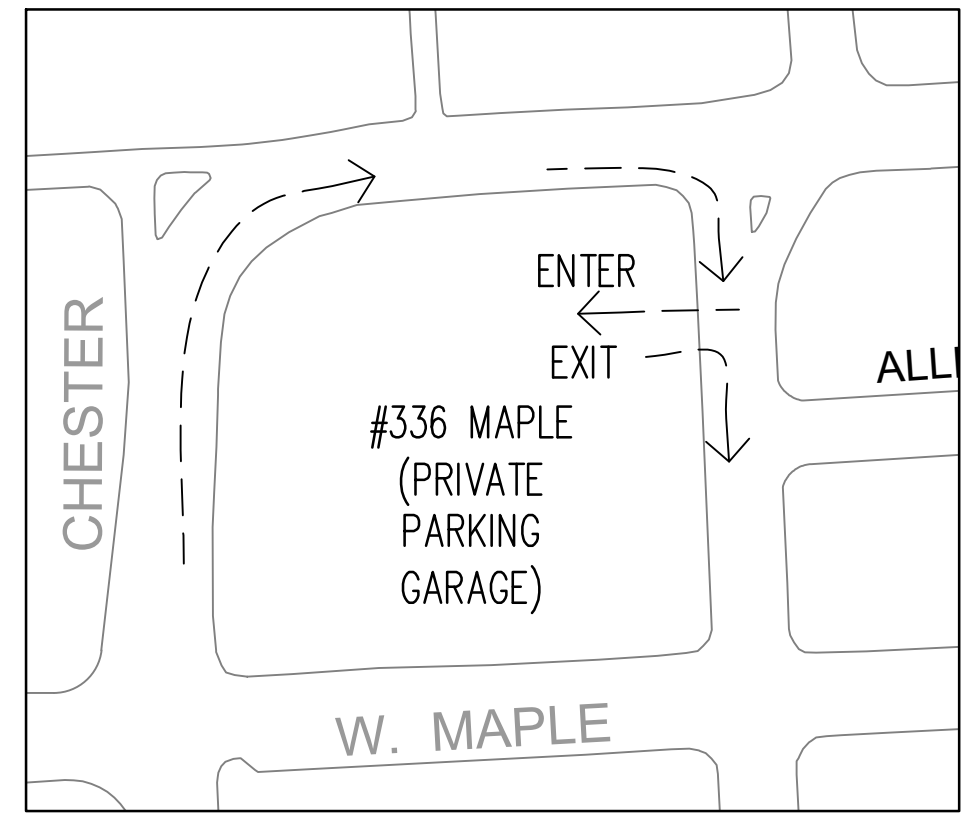
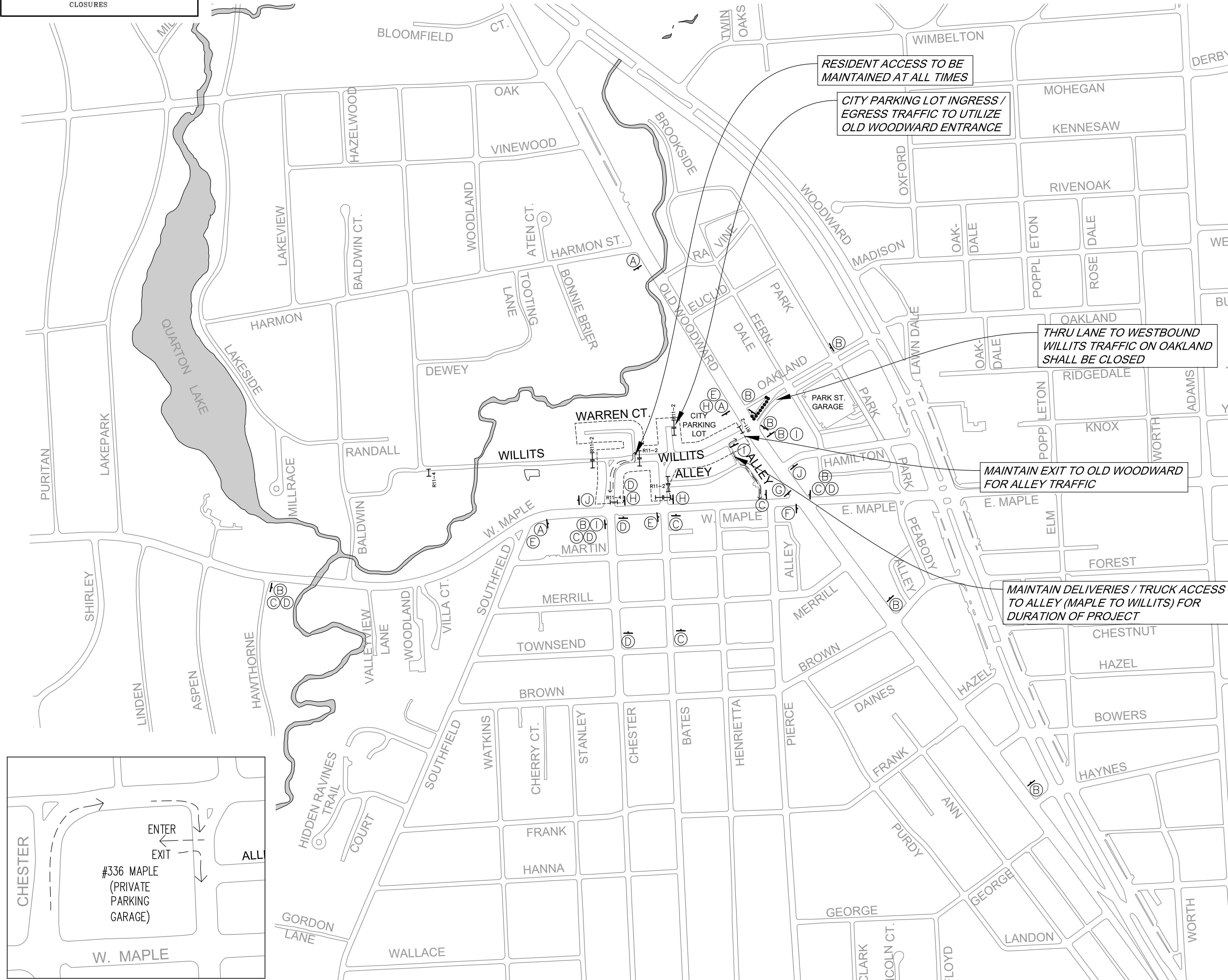
SCALE: N.T.S.

NFE JOB NO.

0397

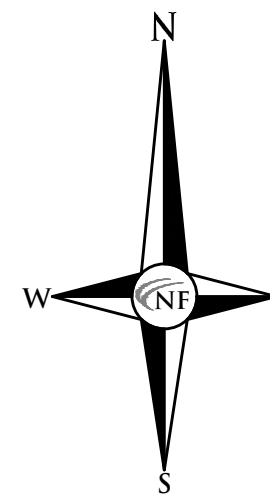
SHEET NO.

C19



PHASING PLAN FOR #336 MAPLE ACCESS
(SEE NOTES THIS SHEET)

ADVANCED WARNING SIGNAGE & DETOUR PLAN: WILLITS / BATES PAVING PROJECT



SYMBOL KEY

- TYPE III BARRICADES
- ADVANCED WARNING SIGN
- CHANNELIZATION DEVICE

SPECIAL ADVANCED WARNING SIGN QUANTITIES

DESIGNATION	DESCRIPTION	SIZE	QUANTITY
SIGN "A"	WILLITS RD. CLOSED OLD WOODWARD TO N. CHESTER - FOLLOW DETOUR	10"x30"	3
SIGN "B"	WILLITS RD. CLOSED OLD WOODWARD TO N. CHESTER - SEEK ALT ROUTE	10"x30"	9
SIGN "C"	BATES ST. CLOSED NORTH OF MAPLE - SEEK ALT ROUTE	10"x30"	6
SIGN "D"	N CHESTER ST. CLOSED NORTH OF MAPLE - SEEK ALT ROUTE	10"x30"	6
SIGN "E"	DETOUR W/ UP ARROW (M.D.O.T. M4-9U)	10"x18"	3
SIGN "F"	DETOUR W/ LEFT ARROW (M.D.O.T. M4-9L)	30"x30"	1
SIGN "G"	DETOUR W/ RIGHT ARROW (M.D.O.T. M4-9R)	30"x30"	1
SIGN "H"	NO RIGHT TURN (R3-1)	24"x30"	3
SIGN "I"	NO LEFT TURN (R3-2)	24"x30"	3
SIGN "J"	END DETOUR	24"x18"	2

OTHER ADVANCED WARNING SIGN QUANTITIES AS SHOWN

DESIGNATION	DESCRIPTION	SIZE	QUANTITY
R11-2	ROAD CLOSED	60"x30"	T.B.D.
R11-4	ROAD CLOSED FOR THRU TRAFFIC	60"x30"	T.B.D.

NOTES

- 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 BARRICADES SHALL BE IN ACCORDANCE WITH CURRENT M.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 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. PROVIDE ADDITIONAL TYPE III BARRICADES, R11-2, R11-4 SIGNS AT MAPLE, LINCOLN & MIDDLE PORTION OF ARLINGTON FOR BOTH DIRECTIONS OF TRAFFIC.
- CONTRACTOR SHALL PROVIDE FLAG CONTROL AS REQUIRED THROUGHOUT DURATION OF PROJECT.

PHASING NOTES TO MAINTAIN ACCESS TO #336 MAPLE

- WORK SHALL BE PHASED IN ORDER TO MAINTAIN INGRESS AND EGRESS TO THIS PRIVATE PARKING GARAGE AT ALL TIMES DURING THE PROJECT.
- CONTRACTOR SHALL GAP ALL WORK, INCLUDING UNDERGROUND UTILITY CONSTRUCTION AND FULL-DEPTH PAVEMENT REMOVAL AND REPLACEMENT, WITHIN CHESTER STREET AND BATES STREET, AS REQUIRED TO MAINTAIN TWO-WAY TRAFFIC ON CHESTER AT ALL TIMES (INCLUDING REQUIRED EGRESS ROUTE FOR RESIDENCES ON WARREN COURT), AND ONE-WAY SOUTH-BOUND ON BATES AT ALL TIMES.

STATE OF MICHIGAN
PAUL
TULIKANG
ENGINEER
NO.
057929
LICENSED PROFESSIONAL ENGINEER

Paul Tulikang

CLIENT



BIRMINGHAM
A WALKABLE CITY

PROJECT LOCATION
Part of the SW ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan



Know what's **below**
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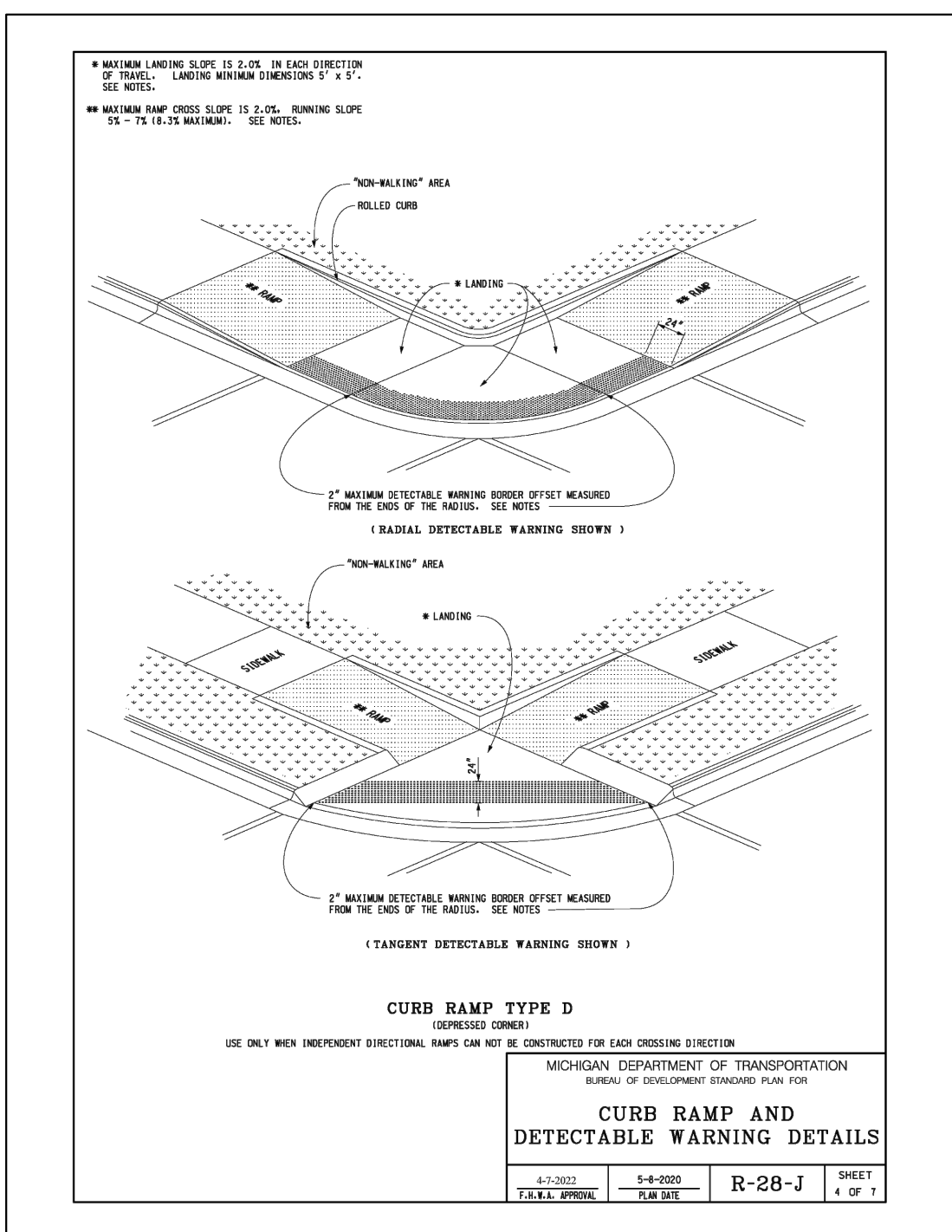
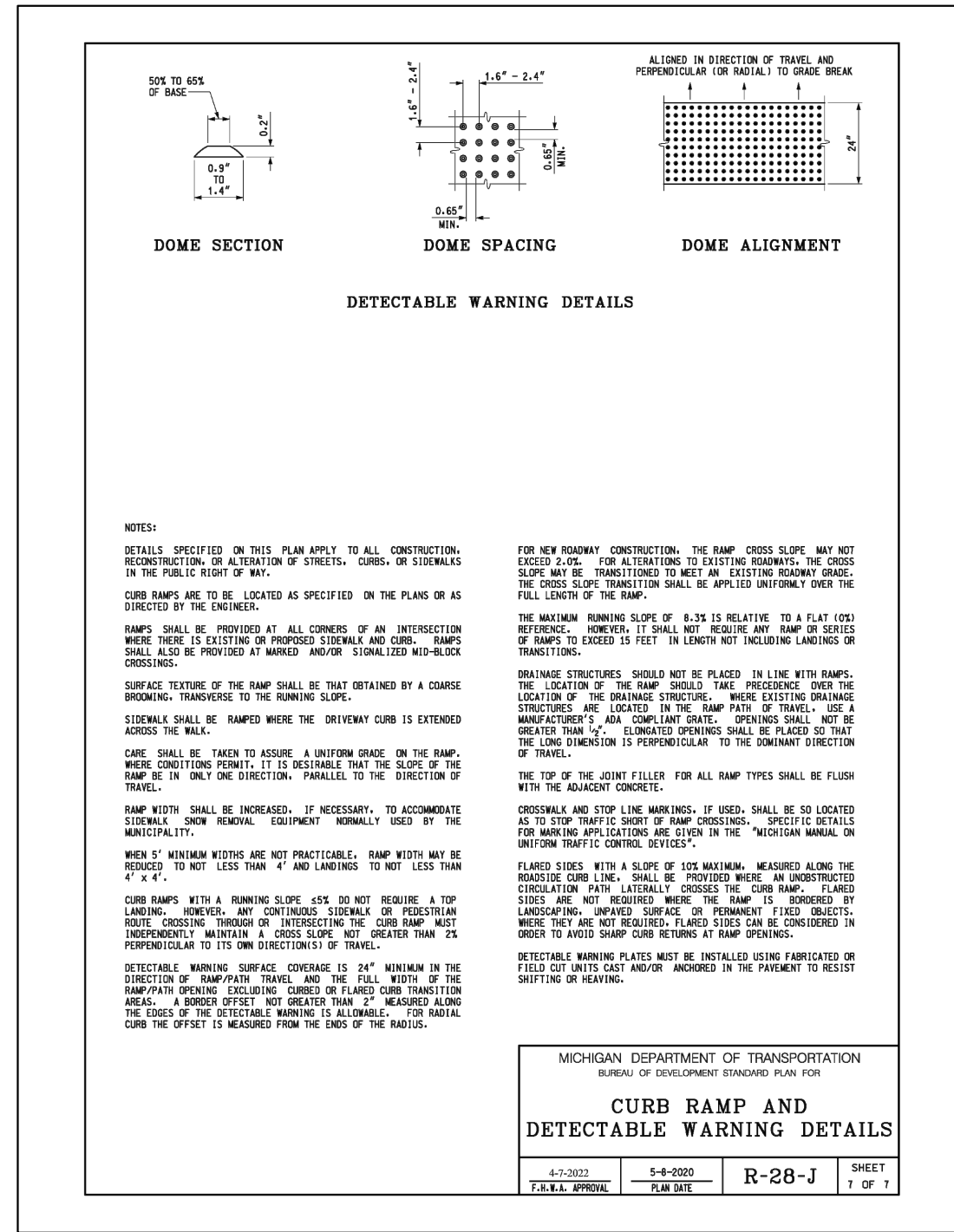
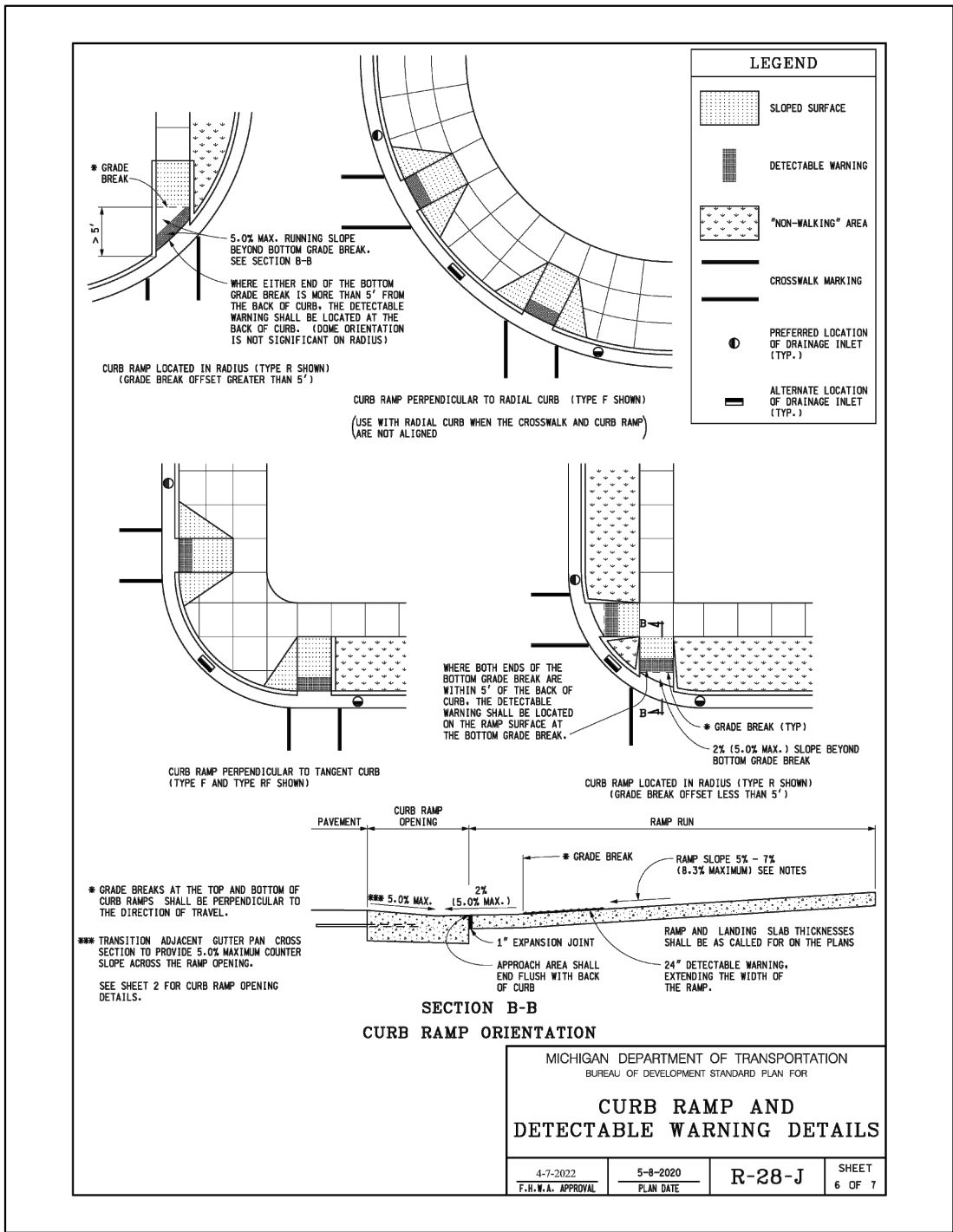
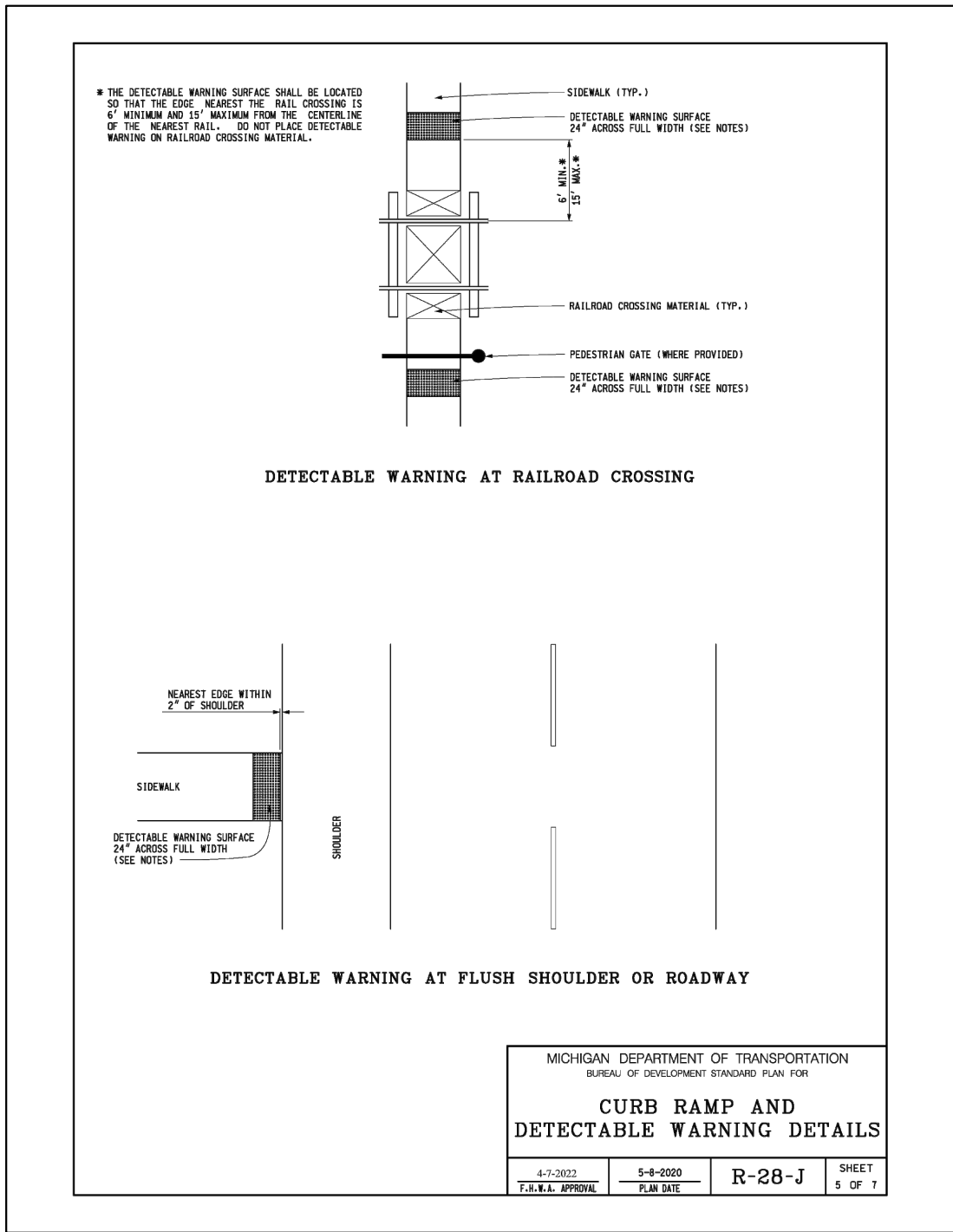
DRAWN BY:
D. Auricchio

DESIGNED BY:
P. Tulikangas

APPROVED BY:
P. Tulikangas

DATE:
2-6-2025

SCALE: N.T.S.



SEAL



PROJECT

City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT



The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the SW 1/4
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET

Notes and Details (2 of 3)



DATE ISSUED/REVISED

02-20-25 ISSUED SURVEY

02-25-25 CITY REVIEW

05-22-25 BIDS

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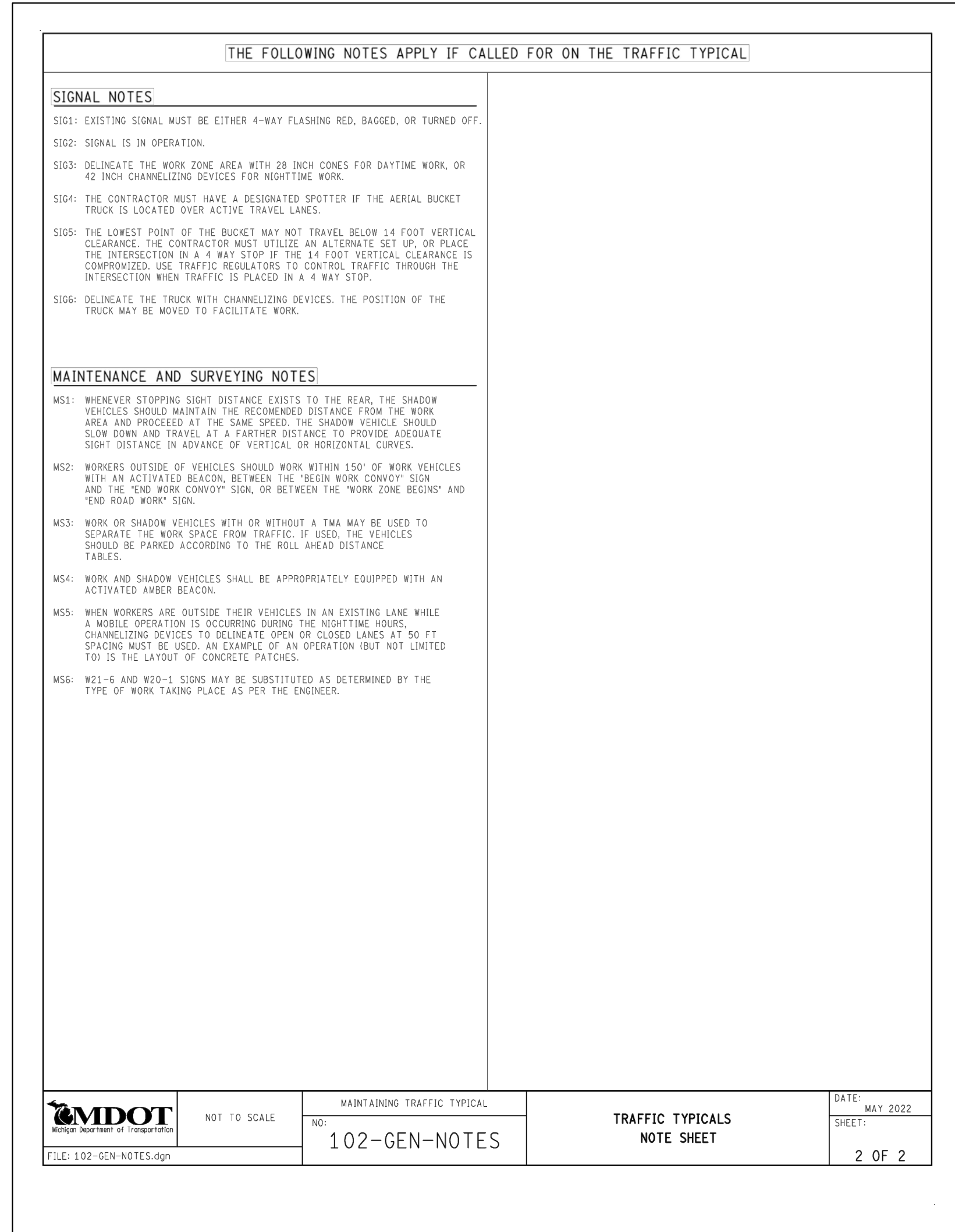
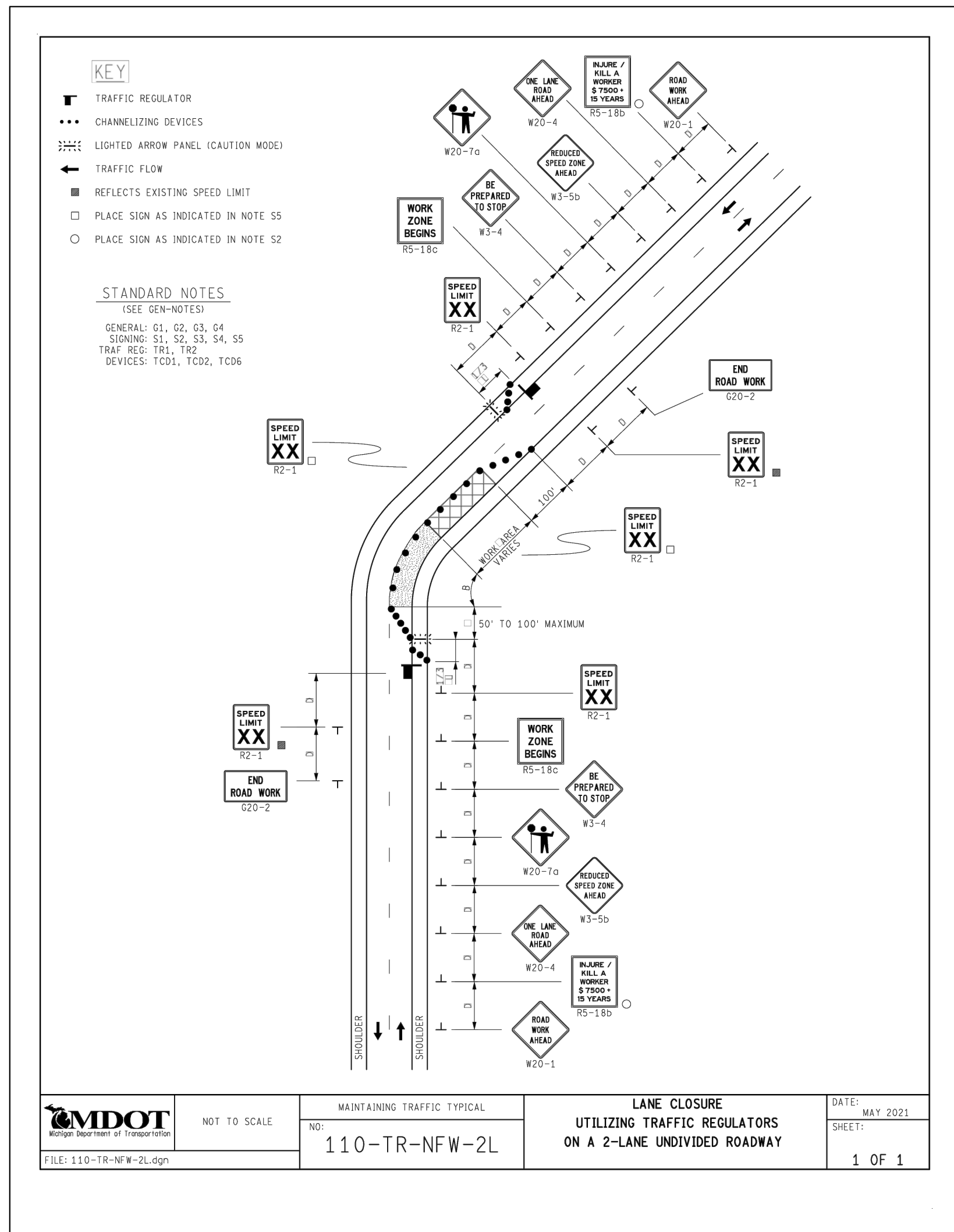
SCALE: N.T.S.

NFE JOB NO.

0397

SHEET NO.

C21



1. BRICK PAVEMENTS 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.
2. ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT FULL DEPTH.
3. ANY GRAVEL REPLACEMENT NECESSARY FOR REGRADING DRIVEWAYS SHALL BE CONSIDERED INCLUDED IN THE COST OF CONCRETE DRIVE APPROACH.
4. 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.
5. ALL DRIVEWAYS (AND SIDEWALKS) 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.
6. UNLESS OTHERWISE SHOWN, PROPOSED GRADES IN PROFILE ARE TOP OF CURB GRADES.
7. ROCKS, OR OTHER WISC. DEBRIS WHICH ARE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE, UNLESS DIRECTED OTHERWISE FROM THE CITY.
8. THE PAY ITEM "ADJUST STRUCTURE COVER" APPLIES ONLY TO PRE-EXISTING STRUCTURES TO BE ADJUSTED TO PROPOSED GRADES AS PART OF CONSTRUCTION.
9. IF THE CONTRACTOR HAS MULTIPLE CREWS WORKING THAT REQUIRES MULTIPLE CITY INSPECTORS ON A GIVEN WORK DAY, THE PAY ITEM "CONTRACTOR CREW DAYS" SHALL BE MULTIPLIED BY THE CORRESPONDING NUMBER OF INSPECTORS REQUIRED DURING SAID WORK DAY.

1. PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

CONCRETE ROAD:	BASE COURSE – 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK) 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 GRUNDIGATED BLAST-FURNACE SLAG (GBFS) SUBSTITUTION OF TWENTY-FIVE (25) PERCENT SUBJECT TO SEASONAL LIMITATIONS PER THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION.	
ASPHALT:	AGGREGATE BASE COURSE – 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK)
WEARING COURSES: ASPHALT ROAD –	MDOT HMA MIXTURE NO. 56ML (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)
LEVELING COURSES: ASPHALT ROAD –	MDOT HMA MIXTURE NO. 46ML (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)
BASE COURSES: ASPHALT ROAD –	MDOT HMA MIXTURE NO. 36ML (MAX. APPLICATION RATE 330 POUNDS PER SQUARE YARD)
BOND COAT –	MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD

2. PROPOSED 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.
3. ALL CONCRETE PAVEMENT, DRIVEWAYS, CURBS & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
4. ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-5164.
5. 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.
6. ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
7. ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
8. 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.
9. 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.
10. 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).
11. EXPANSION JOINTS SHALL BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
12. 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.
13. ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
14. 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.
15. R.A.P. NOT ALLOWED IN SURFACE / TOP COURSE OF ASPHALT.

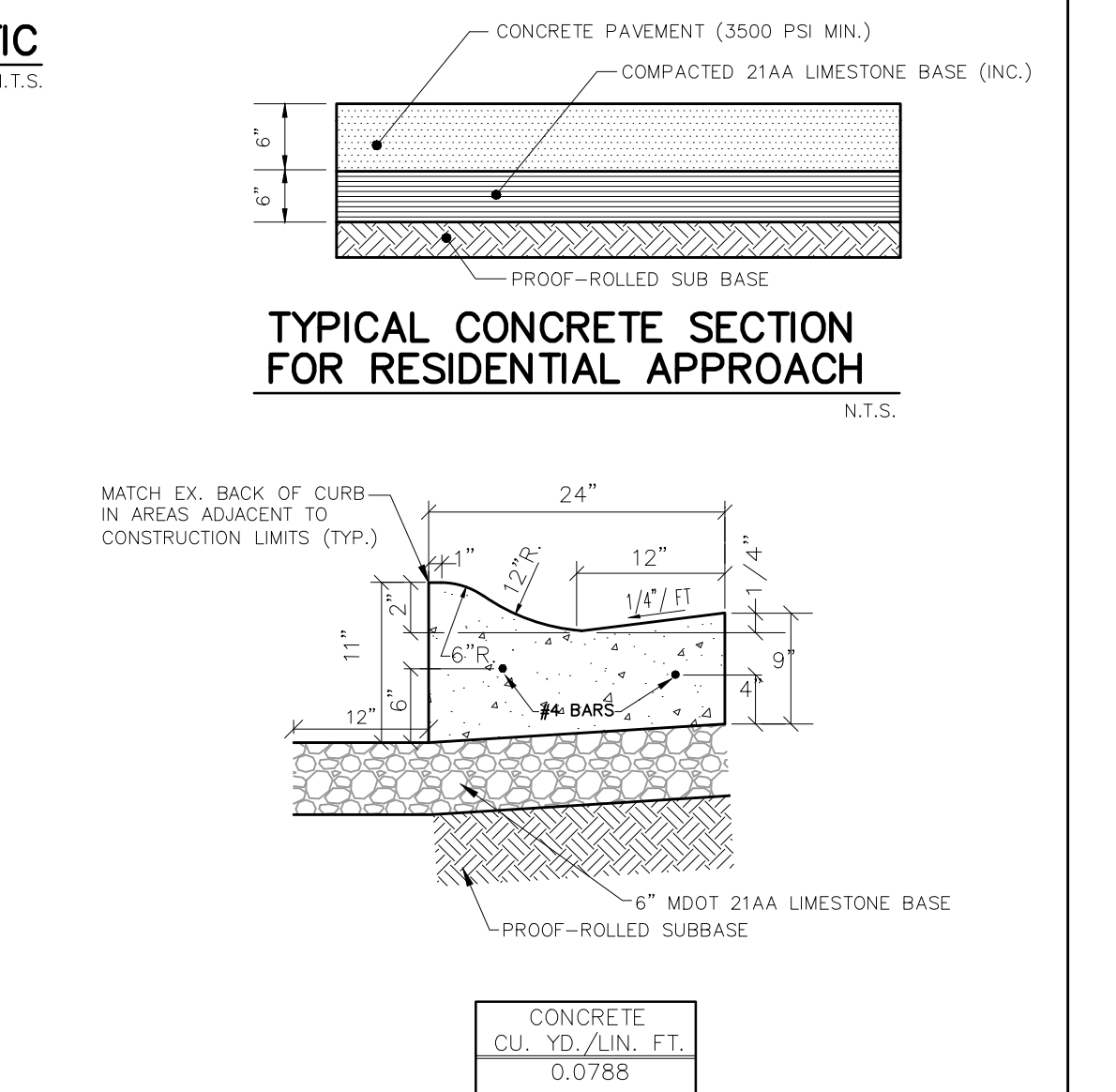
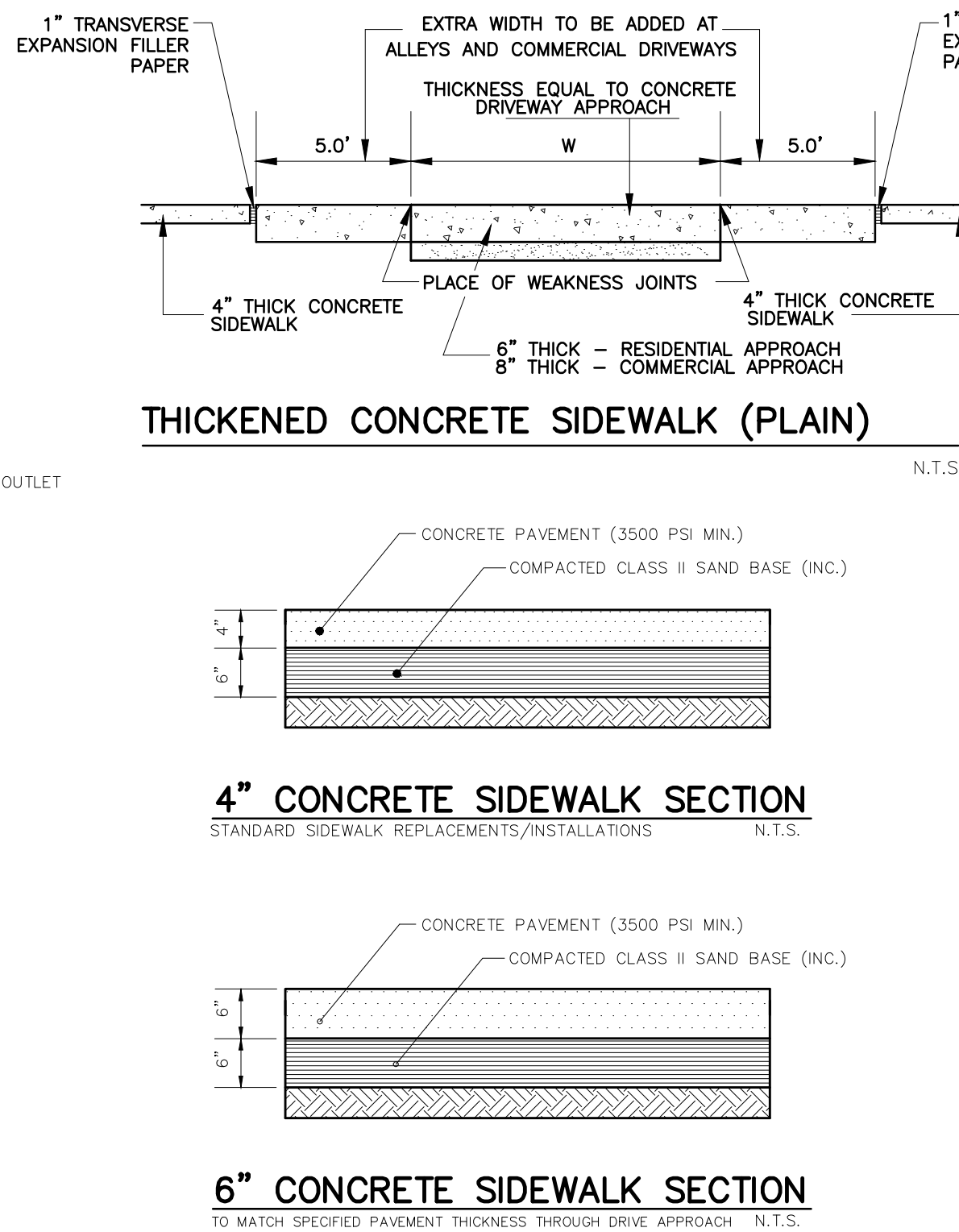
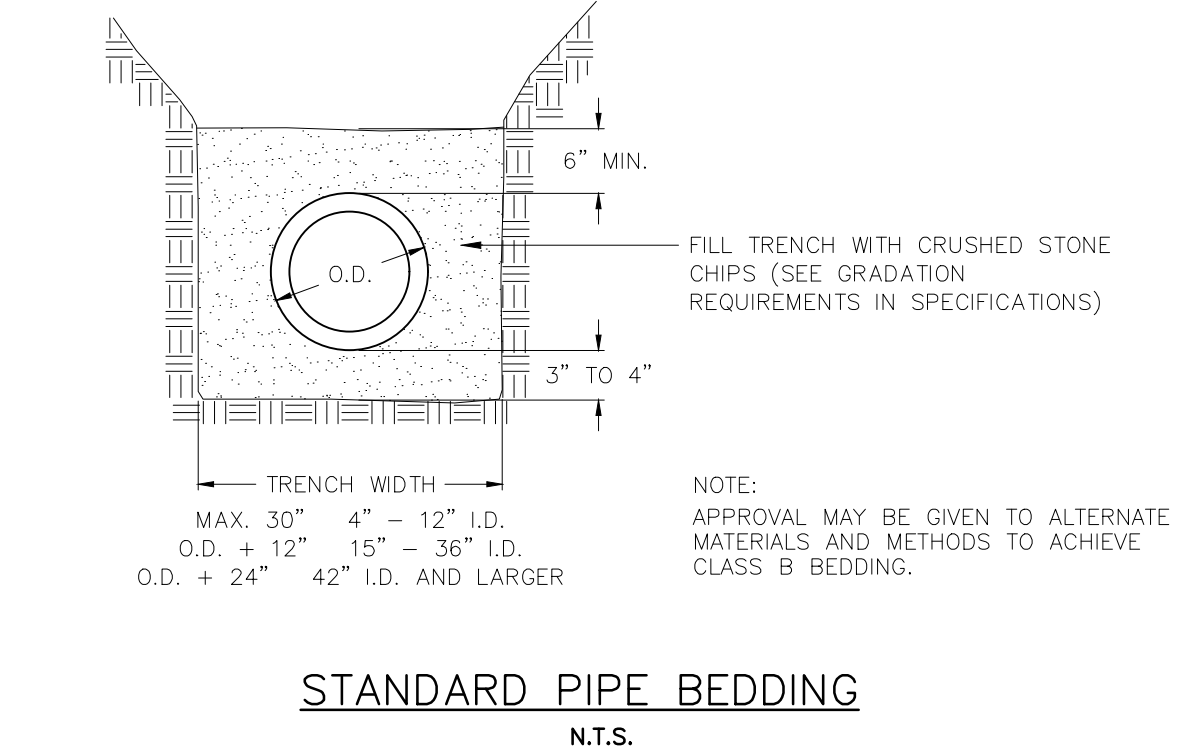
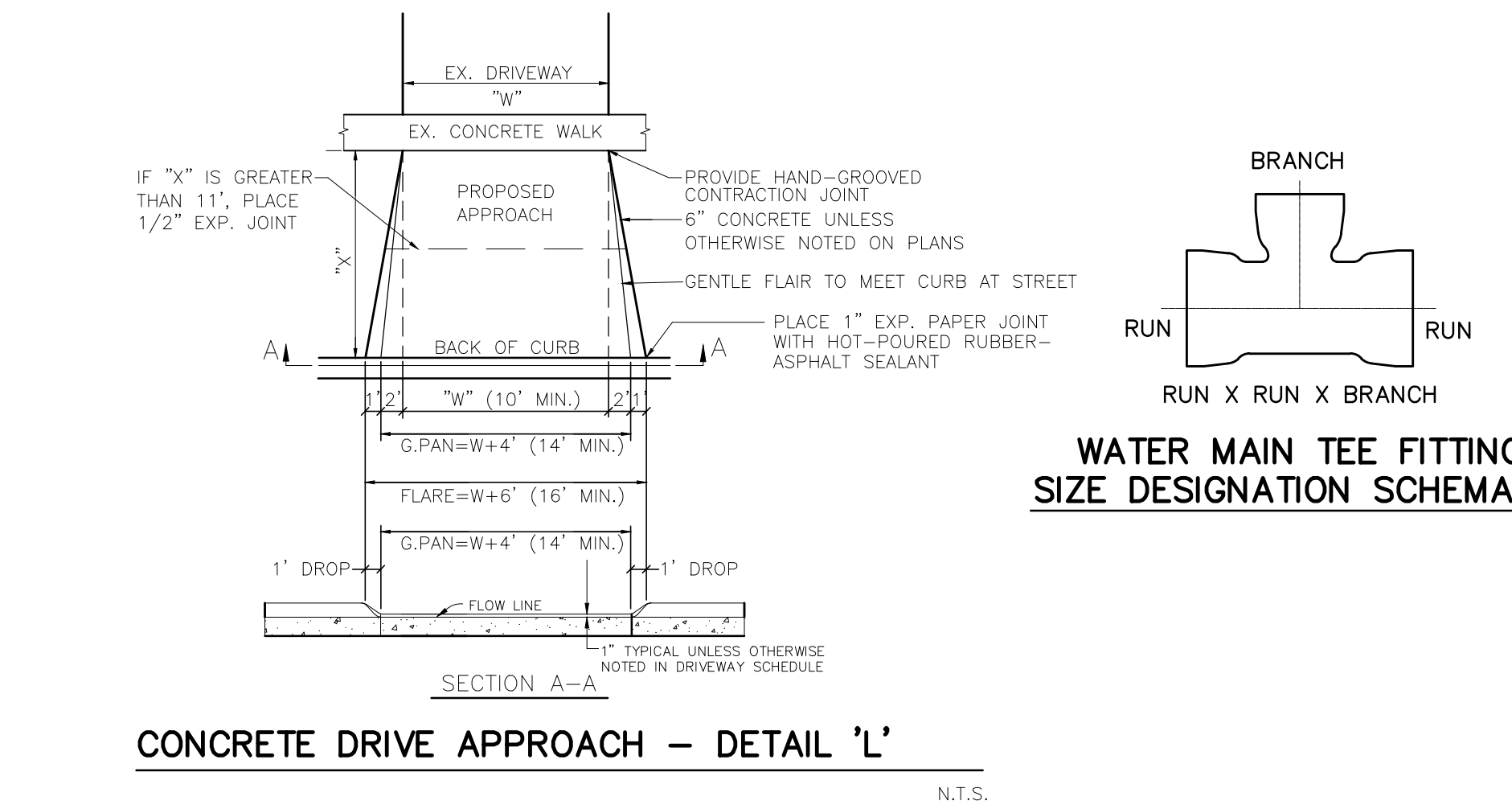
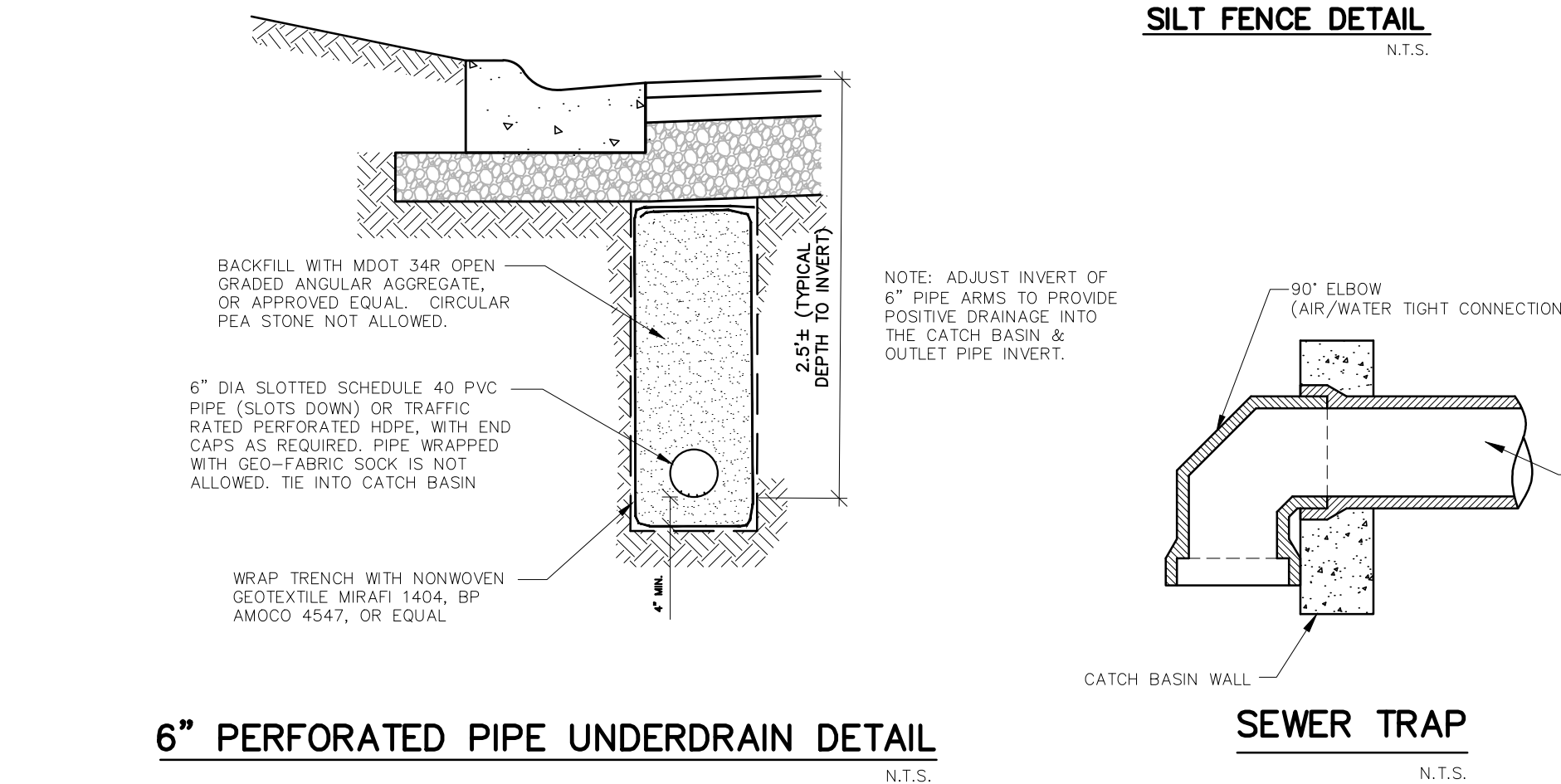
1. ALL WATER MAINS 4" AND LARGER SHALL BE DUCTILE IRON PIPE THICKNESS CLASS 52, WITH PUSH ON TYPE JOINTS PER CITY REQUIREMENTS.
2. NEW WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 5.5 FEET OF COVER. EXCEPTIONS WILL BE ALLOWED WHEN NECESSARY TO CONNECT TO EXISTING MAIN OR WHEN AUTHORIZED BY THE ENGINEER.
3. KNOWN WATER SERVICES BASED ON FIELD INFORMATION OR CITY RECORDS ARE SHOWN ON THE PLANS AS FOLLOWS: "C" = COPPER, "L" = 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.
4. COAT ALL BOLTS ON MECHANICAL FITTINGS WITH TAR.
5. HYDRANT CONNECTION TO CONSIST OF 6" DUCTILE IRON PIPE, 6" GATE VALVE AND BOX, AND HYDRANT. HYDRANT SHALL BE 1/2" MEDIUM SER WITH 6" MECHANICAL JOINT INLET, TWO PUMPER INLETS, ALL OPENING LEFT, 5'-6" TRENCH, PLUGGED DRAIN AND BLOCK BOLTS.
6. INSTALL GATE VALVE AS CLOSE TO HYDRANT AS PRACTICABLE.
7. GATE VALVES 4" AND LARGER MAY BE MUELLER BRAND SPECIFIED, OR APPROVED EQUIVALENT. ALL MATERIALS RELATIVE TO WATER SERVICE CONNECTIONS SHALL BE MUELLER BRAND.
8. 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 AND BLOCK THOSE FITTINGS. FILL MAIN TO BE ABANDONED WITH GROUT OR HYDRAULIC CEMENT.

9. WORK INDICATED BY (A) SHALL BE PERFORMED AFTER THE NEW MAINS ARE PLACED IN SERVICE.

10. 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.

11. 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.

1. ALL WORKSMANSHIP 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.
2. ALL STORM SEWER TRENCHES UNDER OR WITHIN THREE (3) FEET OF EXISTING OR PROPOSED PAVEMENT SHALL BE BACK FILL WITH A MINIMUM MOST CLASS II MATERIAL (SAND) AND BE MACHINE COMPACTED TO A MINIMUM OF 8% OF THE MATERIAL'S MAXIMUM DENSITY. PAVEMENT SHALL INCLUDE PARKING LOTS, DRIVE APPROACHES, 95 CURB & GUTTER AND ADJACENT WALKS.
3. ALL STORM SEWER PIPE SHALL BE INSTALLED ON CLASS "B" BEDDING OR BETTER UNLESS OTHERWISE INCLUDED ON THE PLANS.
4. STORM SEWER SHALL BE OF THE TYPE, SIZE & CLASS DESIGNATION INDICATED ON THE PLANS AND LIKEWISE BE INSTALLED AT THE PROPOSED LINE & GRADE INDICATED.
5. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM SPECIFICATION C-76 CL IV.
6. 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.
7. 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 OILS.
8. THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
9. 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.
10. 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.
11. FACILITY MANUFACTURED PRECAST TE 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.
12. THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL SITE INSPECTIONS.

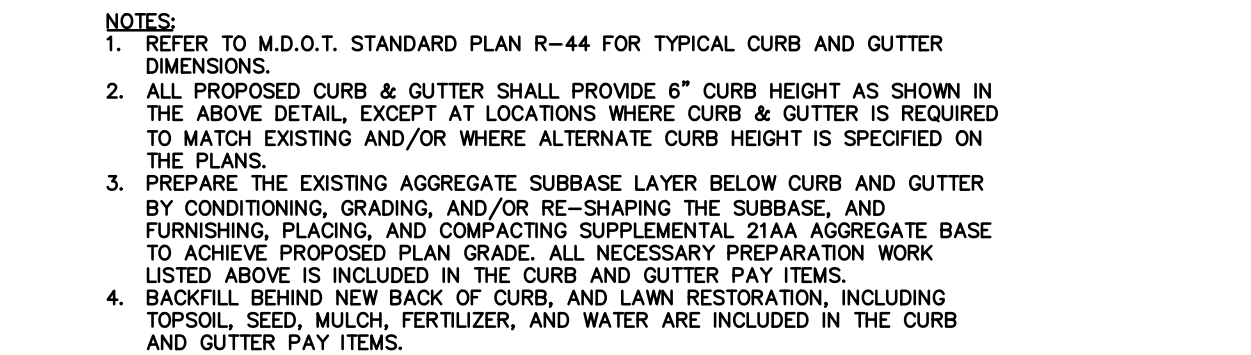
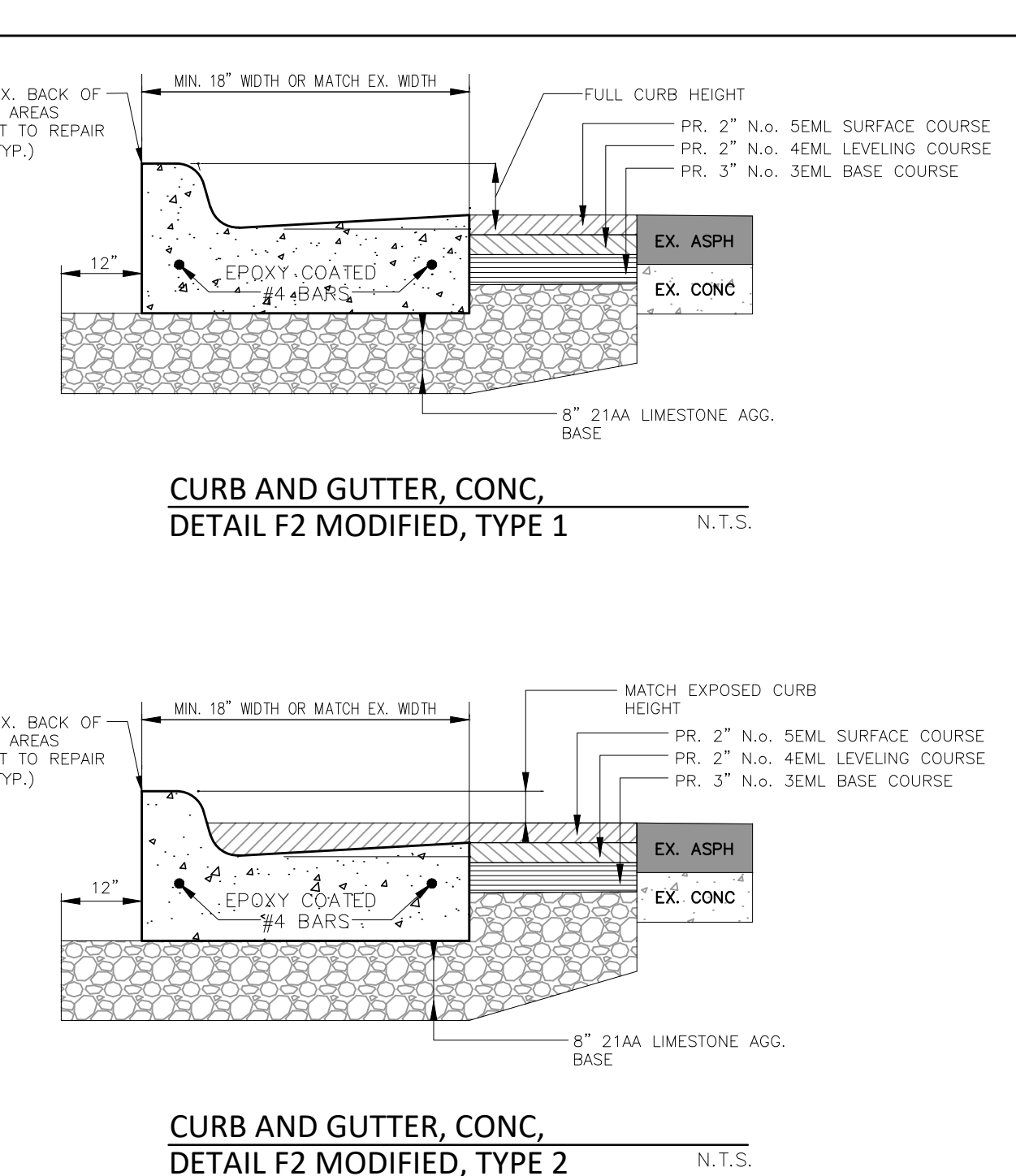
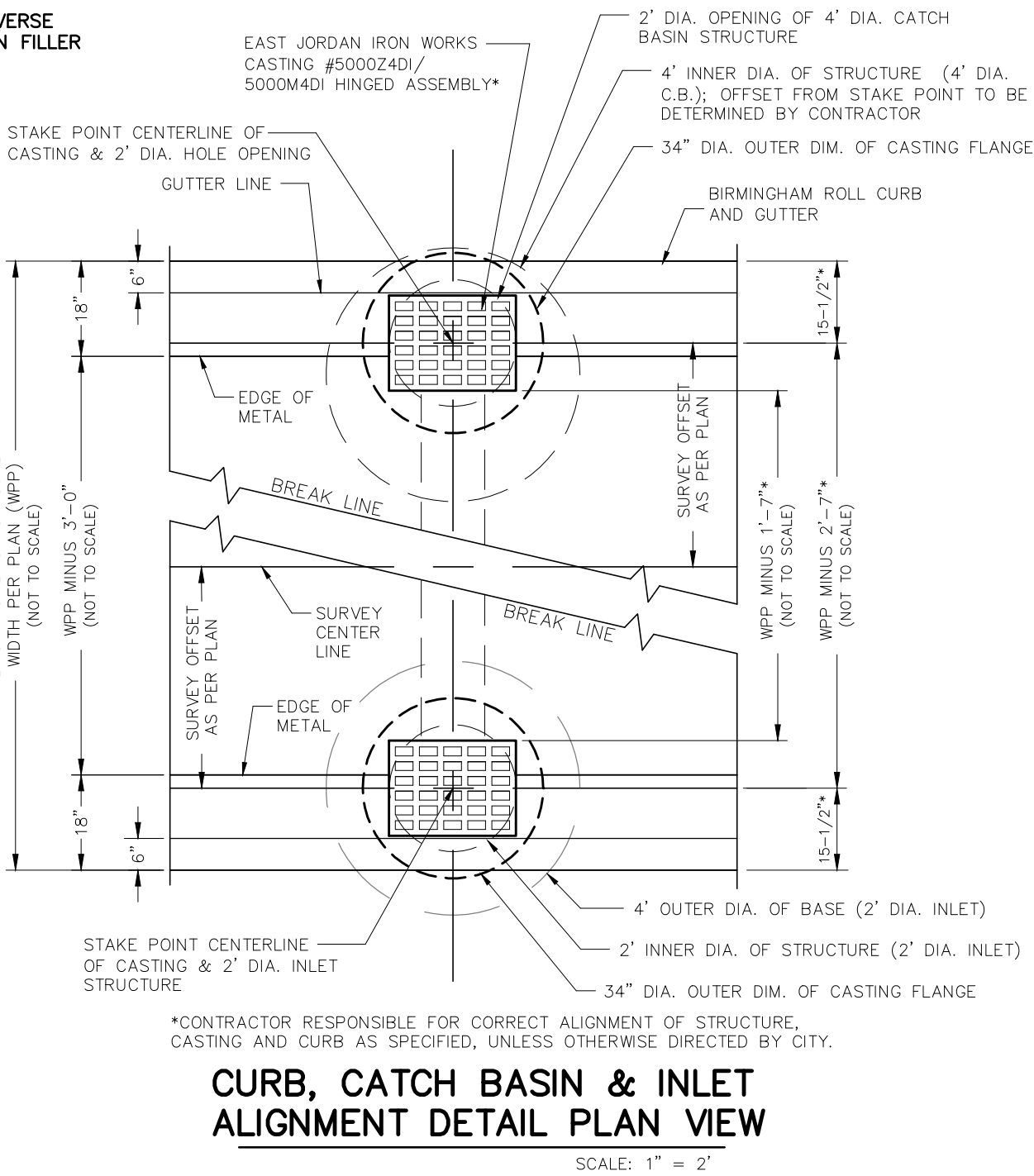
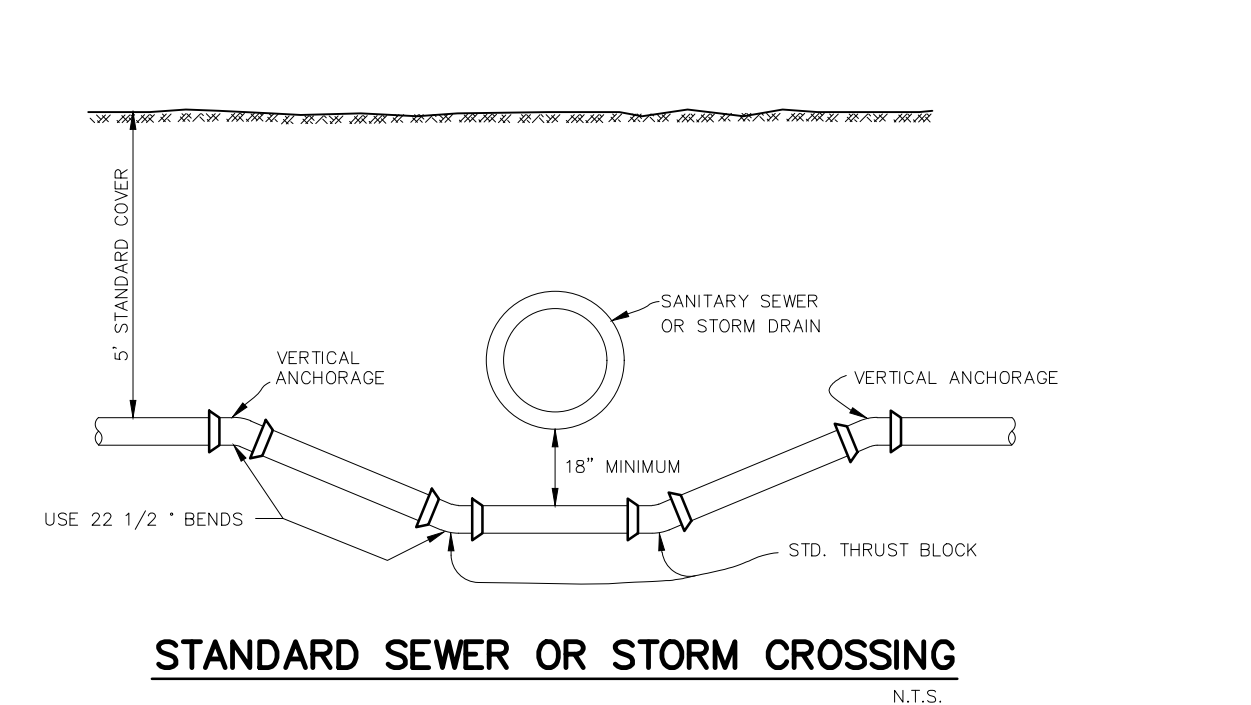


NOTE: OMIT #4 LONGITUDINAL BARS AND LANE
 TIES WHEN CURB & GUTTER IS POURED
 INTEGRAL OR TIED TO A NON-REINFORCED
 CONCRETE PAVEMENT.

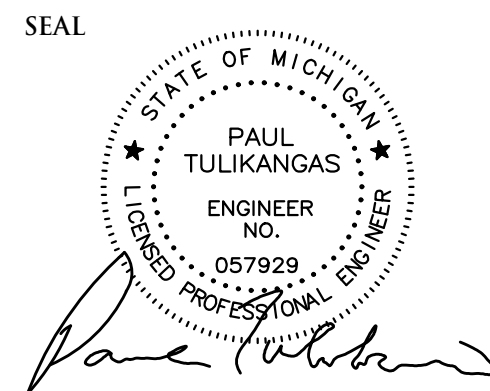
**MDOT CONCRETE CURB AND
 GUTTER, DETAIL D2, MOD.**

M.D.O.T. TYPE D-2 MODIFIED (REQUIRES E.J.I.W. 7065
 OR NEENAH 3035 CASTING)
 N.T.S.

*NOTE: "t" IS EQUAL TO THE THICKNESS & SLOPE IS
 EQUAL TO THE CROWN-SLOPE OF THE CONCRETE
 PAVEMENT WHEN CURB & GUTTER IS POURED
 INTEGRAL TO THE PAVEMENT.



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
Willits / Bates
Paving Project
Contract #8-25P

CLIENT *11*



The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW $\frac{1}{4}$
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET

Notes and Details (3 of 3)



DATE	ISSUED/REVISED
02-20-25	ISSUED SURVEY
02-25-25	CITY REVIEW
05-22-25	BIDS

[illegible]

DRAWN BY:
D. Auricchio

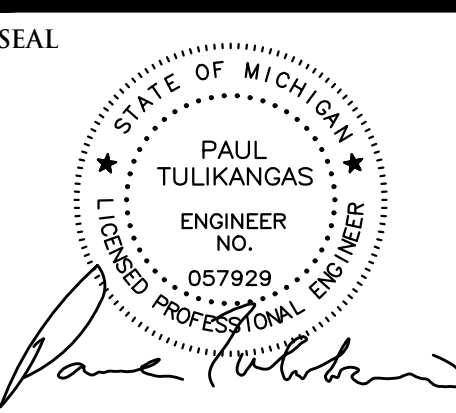
DESIGNED BY:
P. Tulikangas

APPROVED BY:
P. Tulikangas

DATE:
2-6-2025

SCALE: N.T.S.

NFE JOB NO. **0397** SHEET NO. **C22**



PROJECT
City of Birmingham
Willits / Bates
Paving Project
Contract #8-25P

CLIENT

BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Quantities

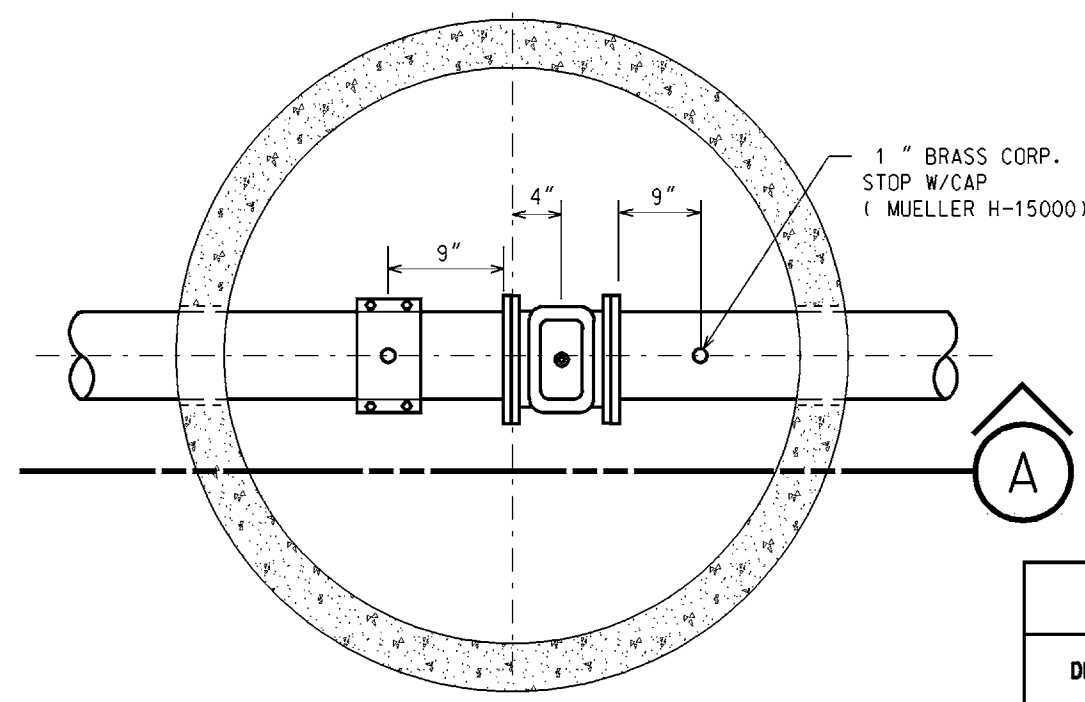


DATE	ISSUED/REVISED
02-20-25	ISSUED SURVEY
02-25-25	CITY REVIEW
05-22-25	BIDS
06-06-25	ADDENDUM 1

DRAWN BY:
D. Auricchio
DESIGNED BY:
P. Tulikangas
APPROVED BY:
P. Tulikangas
DATE:
2-6-2025
SCALE: N.T.S.

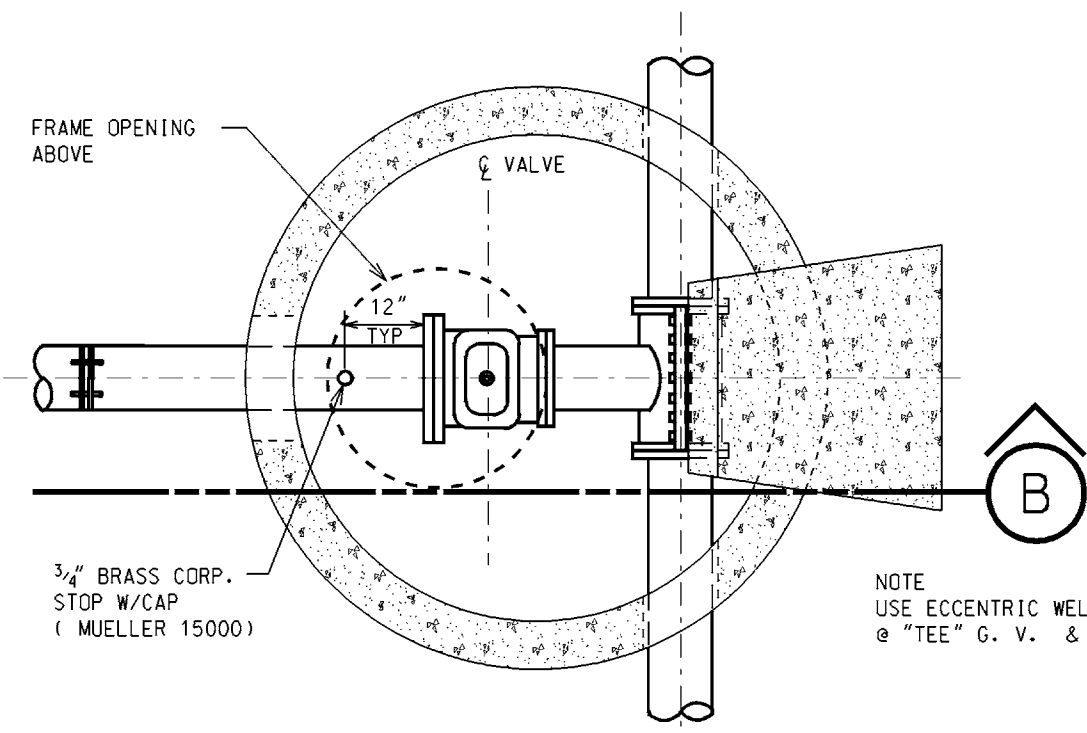
BIRMINGHAM CONTRACT #8-25(P) - WILLITS-BATES PAVING PROJECT PAY ITEMS

NO.	ITEM DESCRIPTION	PAY UNIT	SHEET C01 Demolition Plan	SHEET C02 Demolition Plan	SHEET C05 Utility Plan	SHEET C06 Utility Plan	SHEET C07 Utility Plan	SHEET C08 Utility Plan	SHEET C09 Utility Plan	SHEET C11 P&G Plan	SHEET C12 P&G Plan	SHEET C15 Striping- Signage Plan	SHEET C16 Striping- Signage Plan	TOTAL QUANTITY
SEWER PAY ITEMS														
1	12" Storm Sewer, C76, CL-IV, Trench A	LF				49								49
2	8" Storm Sewer, PVC SDR 26, Trench A	LF				160								160
3	New 1'-6" Diameter Storm Inlet w/ Beehive Grate & 1' Sump, PVC	EA				4								4
4	New 2'-0" Diameter Storm Inlet	EA				4								4
5	New 4'-0" Diameter Storm Catch Basin w/ 2' Sump (Construct Online)	EA			1									1
6	New 4'-0" Diameter Storm Manhole w/ 2' Sump	EA				1								1
7	New 4'-0" Diameter Storm Manhole (Construct Online)	EA				1								1
8	6" Perforated Pipe Underdrain (No sock)	LF			40	160								200
9	Sewer Tap, 12"	EA				2								2
10	Sewer Tap, 8"	EA				1								1
11	Reconstruct Manhole (if and where needed)	VF												30
12	Remove Ex. Drainage Structure	EA			1									1
13	Remove & Replace Structure Cover (as directed by City)	LB												2,750
14	Bulkhead Structure, 12" or Less	EA												2
15	Bulkhead Pipe, Larger than 8"	EA												2
SUBTOTAL SEWER PAY ITEMS														
WATER MAIN PAY ITEMS														
16	Remove Hydrant	EA						1						1
17	Remove Gate Valve Well	EA						1						1
18	Remove Ex. 12" Water Main	LF						10						10
19	8" Gate Valve & Well	EA						1						1
20	Fire Hydrant Assembly, Complete	EA						1						1
21	12" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF						10						10
22	8" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF						226						226
23	6" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF						8						8
24	12" Water Main Connection to Ex. 12" Water Main	EA						2						2
25	8" Water Main Connection to Ex. 8" Water Main	EA						1						1
26	Hydra-Stop, Insta-Valve 250, 12"	EA						1						1
27	Hydra-Stop, Line-Stop, 12"	EA						1						1
28	Hydra-Stop, Line-Stop, 6"	EA						1						4
29	Abandon Existing Water Mains, Entire Project	LS						1						1
SUBTOTAL WATER MAIN PAY ITEMS														
PAVING PAY ITEMS														
30	Earth Excavation	CY												100
31	Embankment	CY												400
32	Subgrade Undercutting, 21AA Limestone	CY												200
33	Subgrade Undercutting, 1"x3" Limestone	CY												200
34	Subgrade Geogrid Fabric, Tensar Triax TX130S	SY												300
35	Removing Ex. Retaining Wall & Footing	LF	55											55
36	Removing Concrete Drive Approach	SY	50											50
37	Removing Concrete Sidewalk & Ramp (sawcutting included)	SY	300											300
38	Removing Pavement Full Depth (Curb & Gutter included)	SY	2350											2,350
39	Cold Milling HMA Surface, 2.0"	SY	2200	2100										4,300
40	Profile Milling for Surface Drainage, 0"-2.5"	SY												300
41	Pavt Joint and Crack Repr, Detail 7	LF												2,000
42	Pavt Joint and Crack Repr, Detail 8	LF												2,000
43	Aggregate Base, MDOT 21AA Limestone, 8"	SY								2000				2,000
44	Bituminous Mixture No. 5EML (Handpatching)	TON												100
45	Bituminous Mixture No. 5EML (2.0" Wearing Course)	TON								432	232			664
46	Bituminous Mixture No. 4EML (2.0" Leveling Course)	TON								184				184
47	Bituminous Mixture No. 3EML (3.0" Base Course)	TON								275				275
48	Concrete Curb & Gutter (18" Wide, "MDOT F2 Modified, Type 1")	LF								785				785
49	Concrete Curb & Gutter (18" Wide, "MDOT F2 Modified, Type 2")	LF												30
50	Concrete Curb & Gutter (18" Wide, Detail "M" Approach Opening)	LF								44				44
51	Concrete Curb & Gutter (24" Wide, "MDOT D2 Modified")	LF								175				175
52	Concrete Apron, 6" Thick, (Behind MDOT D2 Modified Curb)	SYD								38				38
53	Concrete Drive Approach, 6"	SY								97				97
54	Concrete Sidewalk, 4"	SF								1855				1,855
55	Concrete Sidewalk, 4", Exposed Aggregate	SF												20
56	Concrete Sidewalk, 6"	SF								570				570
57	Concrete Sidewalk, 6", Exposed Aggregate	SF								520				520
58	Concrete Pavement, Non-reinforced, 8", incl. Integral Detail F2 Curb & Gutter	SYD								30				30
59	Handicap Ramp Truncated Domes	SF								300				300
60	Adjust Structure Cover (Cored)	EA			5	14	7	6						32
61	Adjust Structure Cover	EA			3	3	1	1	2					10
62	Adjust Structure Cover & Install New EJIW 1040-A Frame & Cover	EA			1	2								3
63	Adjust Structure Cover & Install New EJIW 5000 Frame & Cover	EA			1									1
64	Maintenance Aggregate for Entire Project	LS												1
SUBTOTAL PAVING PAY ITEMS														
GENERAL PAY ITEMS														
65	Mobilization (Max. 5% of Bid)	LS												1
66	Traffic Maintenance & Control	LS												1
67	Inspector Crew Days	DAYS												-
68	Water and Sewer Allowance	LS												1
69	Imigation Allowance	LS												1
70	Pavement Marking, Polyurea, 24 inch Stop Bar, White	LF										115		115
71	Pavement Marking, Polyurea, 24 inch Crosshatching, White	LF										440		440
72	Pavement Marking, Polyurea, 6" inch, Solid Lane Marking, White	LF										250	120	370
73	Pavement Marking, Polyurea, 4" inch, Double Centerline	LF										1400	900	2,300
74	Pavement Marking, Polyurea, 4" inch, Parking, White	LF										800	900	1,700
75	Pavement Marking, Polyurea, 4" inch, Parking, Blue	LF										250		250
76	Pavement Marking, Polyurea, Lt Turn Arrow, White	EA										2	1	3
77	Pavement Marking, Polyurea, Rt Turn Arrow, White	EA										2	1	3
78	Pavement Marking, Polyurea, Straight Arrow, White	EA										1	1	2
79	Pavement Marking, Polyurea, Only, White	EA												2
80	Pavement Marking, Polyurea, "Sharrow Bike Route", White	EA												8
81	Recessing Pavt Mkrgr, Longit	LF												2,920
82	Recessing Pavt Mkrgr, Transv	SF												3,000
83	Salvage Existing Signs	LS												1
84	New Signs	SF												50
85	Sign Post, U-Channel	LF												96
86	Tree Protection, 3" Dia. Or Greater	EA												10
87	Mulch, 3"	SY												175
88	Topsoli, 3"	SY												625
89	Sod, Class A	SY												450
90	Inlet Filter, Silt Sack or Equal	EA												18
SUBTOTAL GENERAL PAY ITEMS														



GATE WELL PLAN

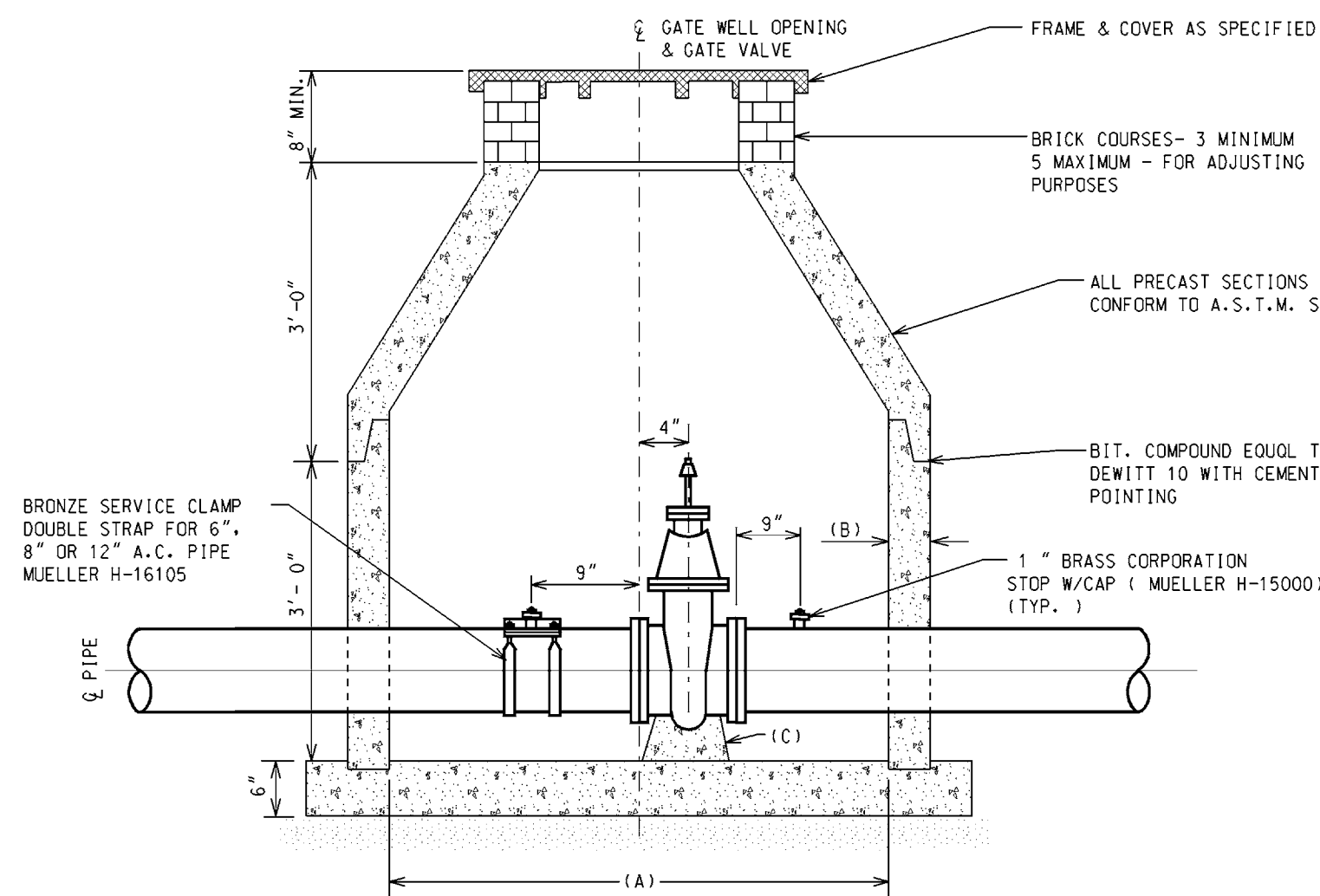
NO SCALE



TAPPING SLEEVE, VALVE & WELL PLAN

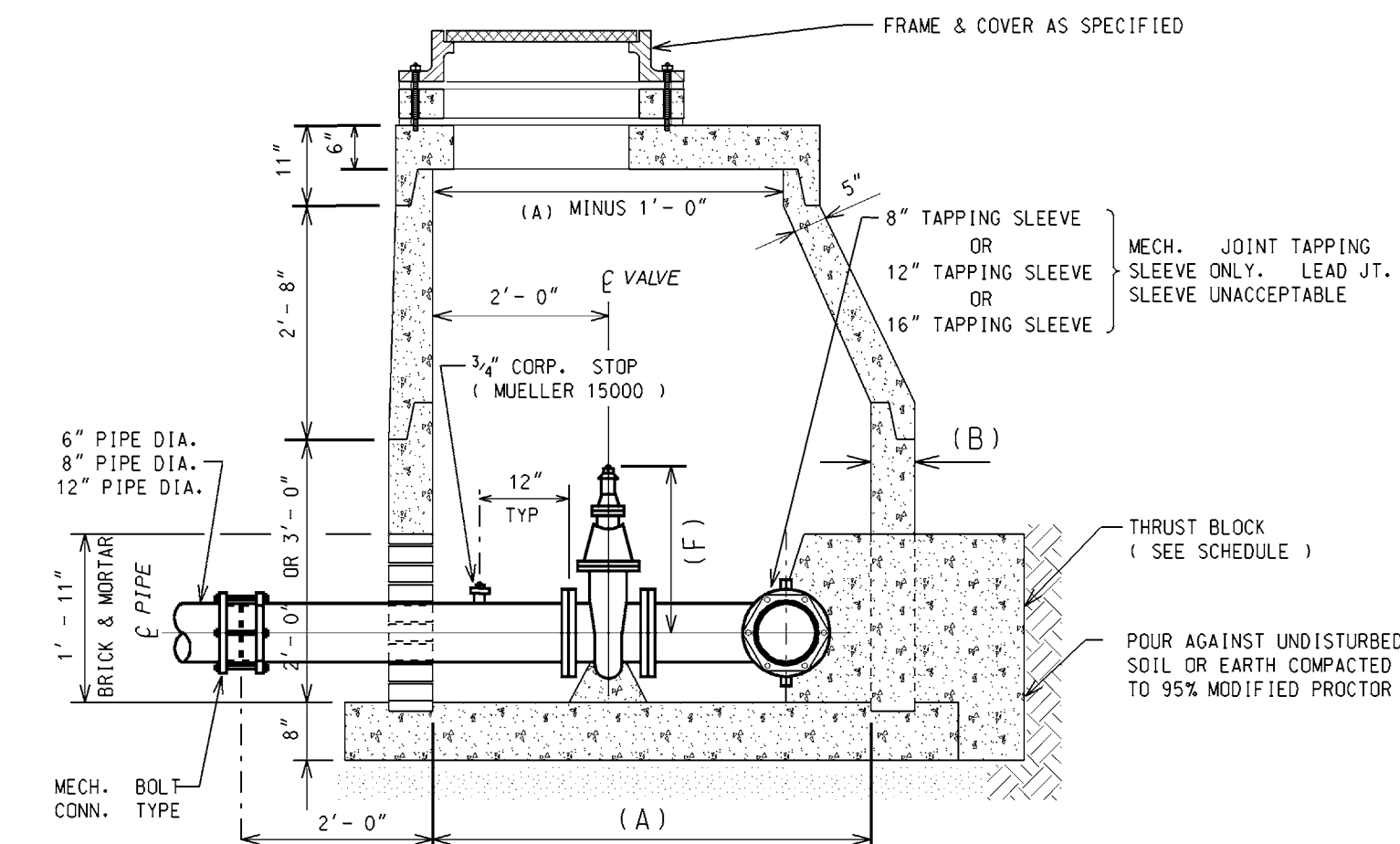
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GATE WELL SCHEDULE		
DESCRIPTION	DIM.	PIPE DIA. INCHES
INSIDE DIA.	A	6" 60" 72" 72"
WALL THICK.	B	5" 7" 7" 7"
VALVE BLOCK THICK.	C	4" 4" 4" 4"



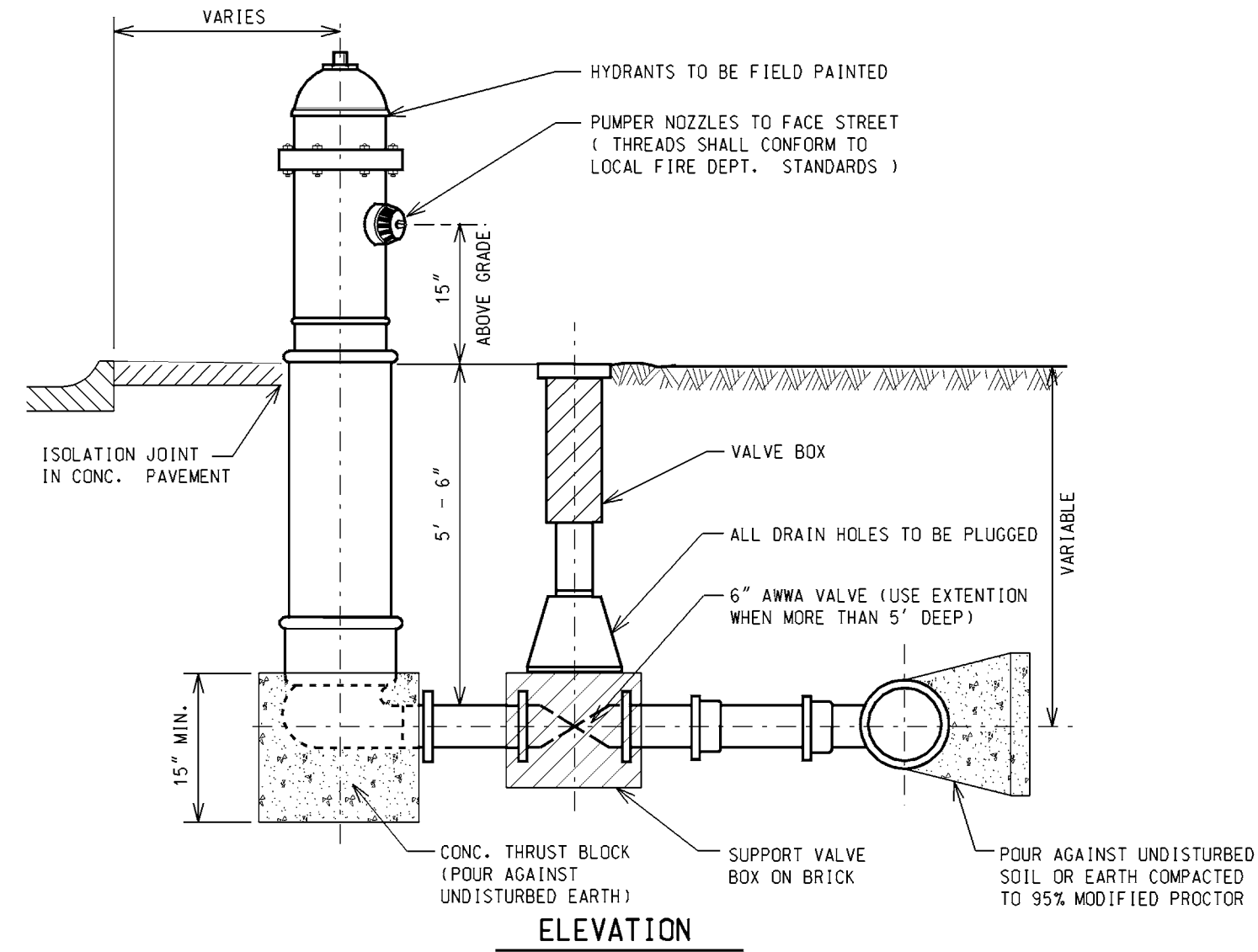
SECTION "A" GATE WELL

NO SCALE
W-1 & W-3

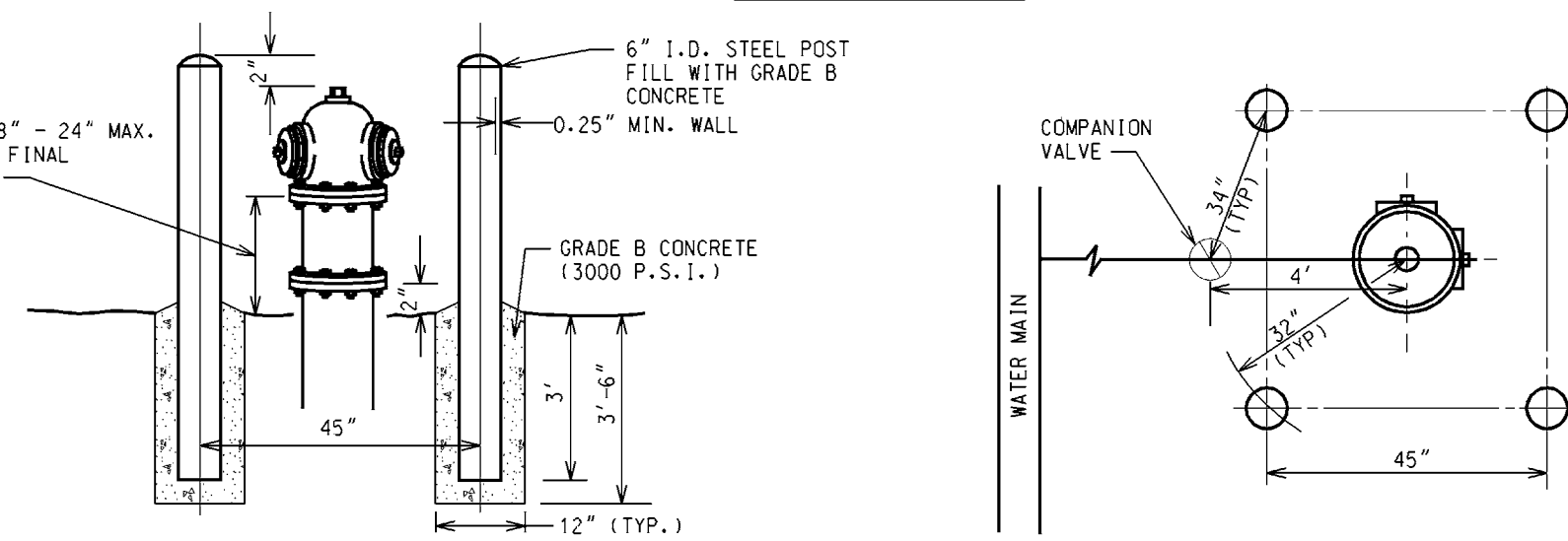


SECTION "B" TAPPING SLEEVE, VALVE & WELL

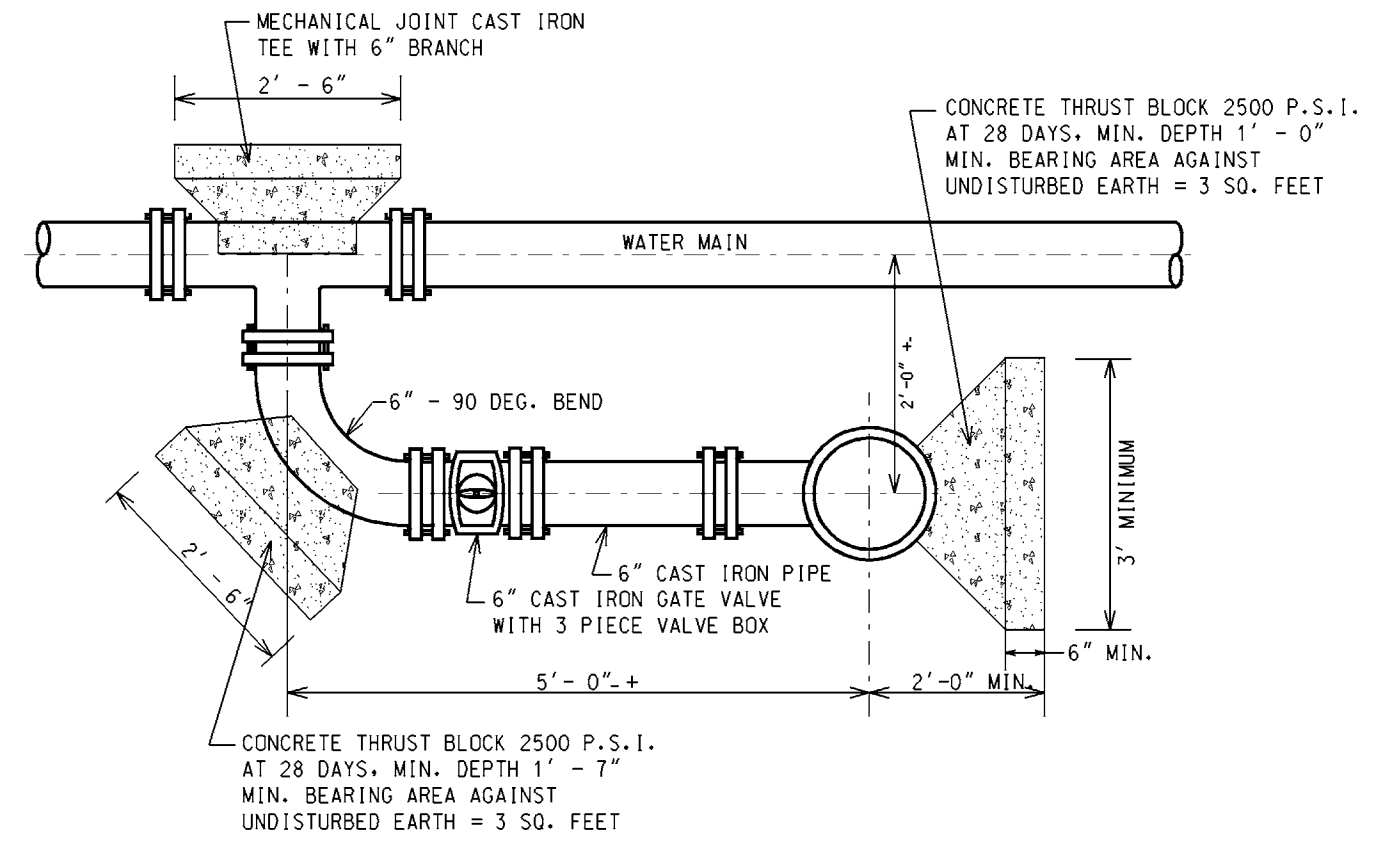
NO SCALE
W-4



ELEVATION



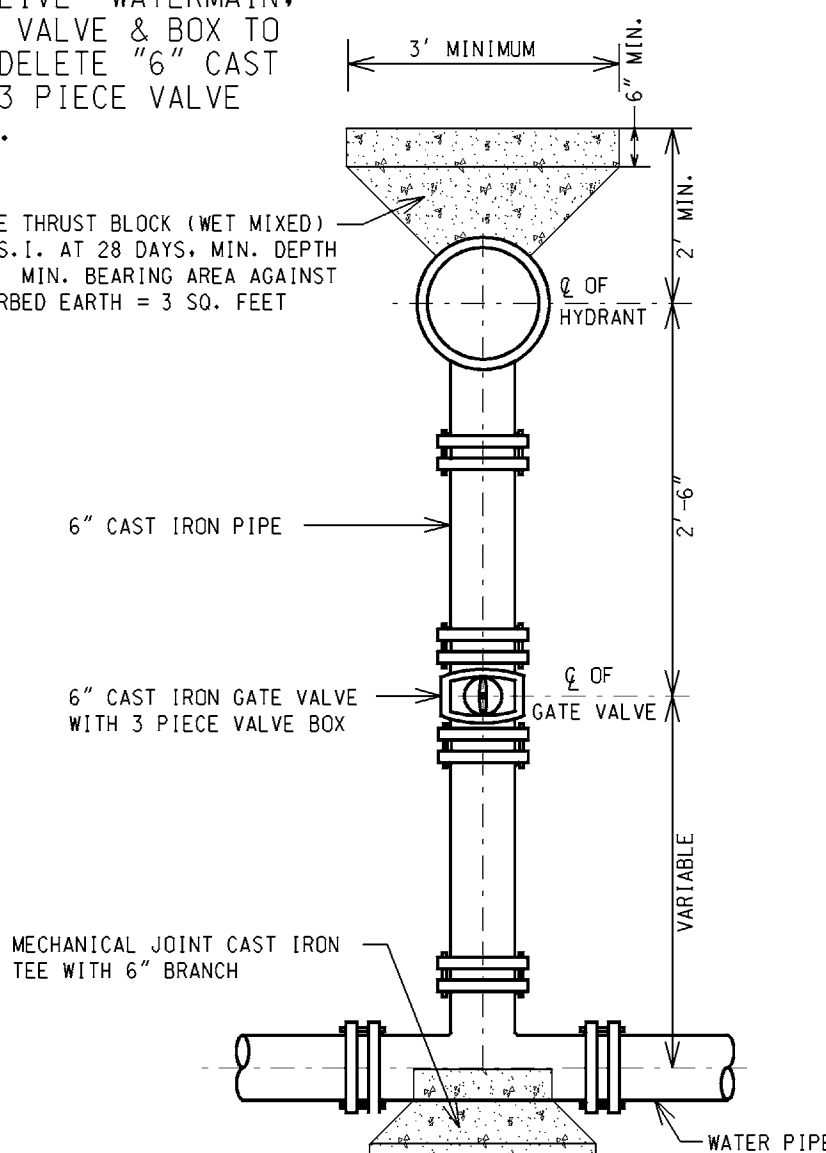
FIRE HYDRANT GUARD POSTS DETAIL



"L" HYDRANT CONNECTION

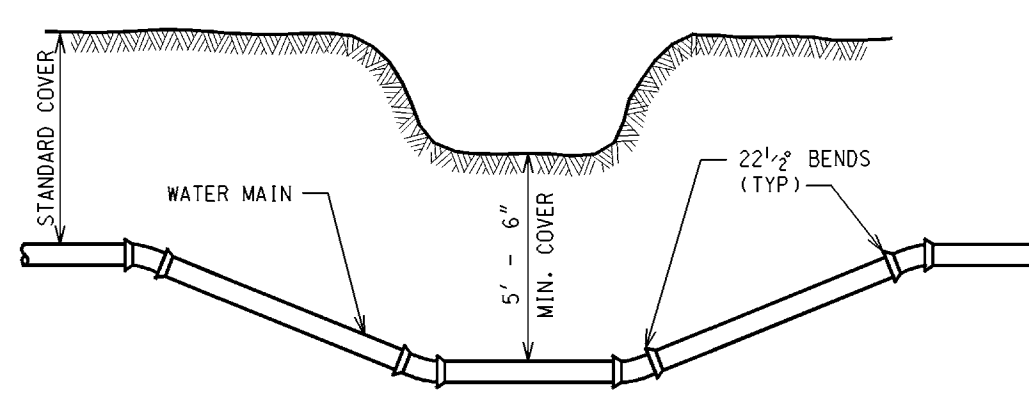
NO SCALE
W-9

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.



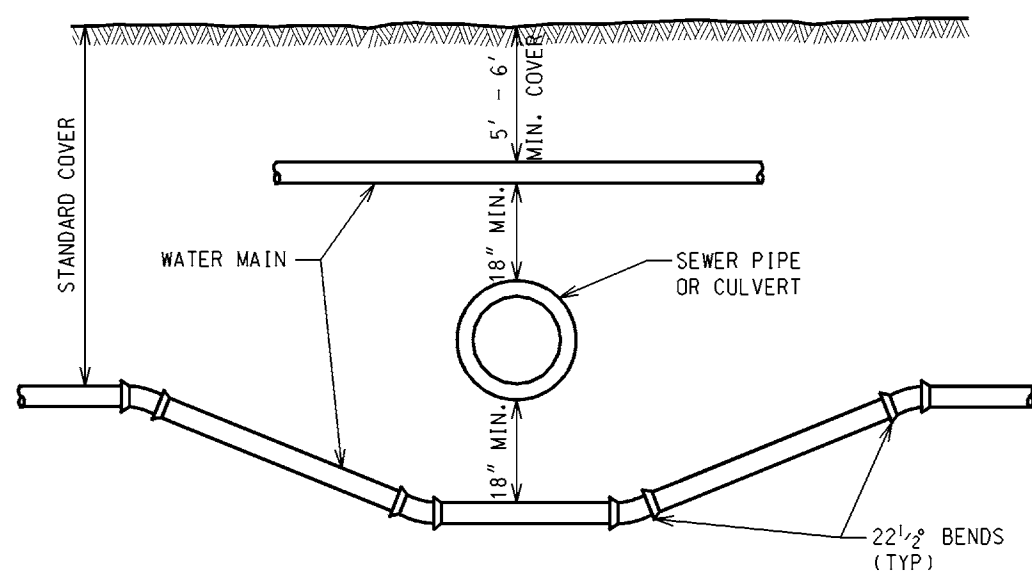
STRAIGHT HYDRANT CONNECTION

NO SCALE
W-10



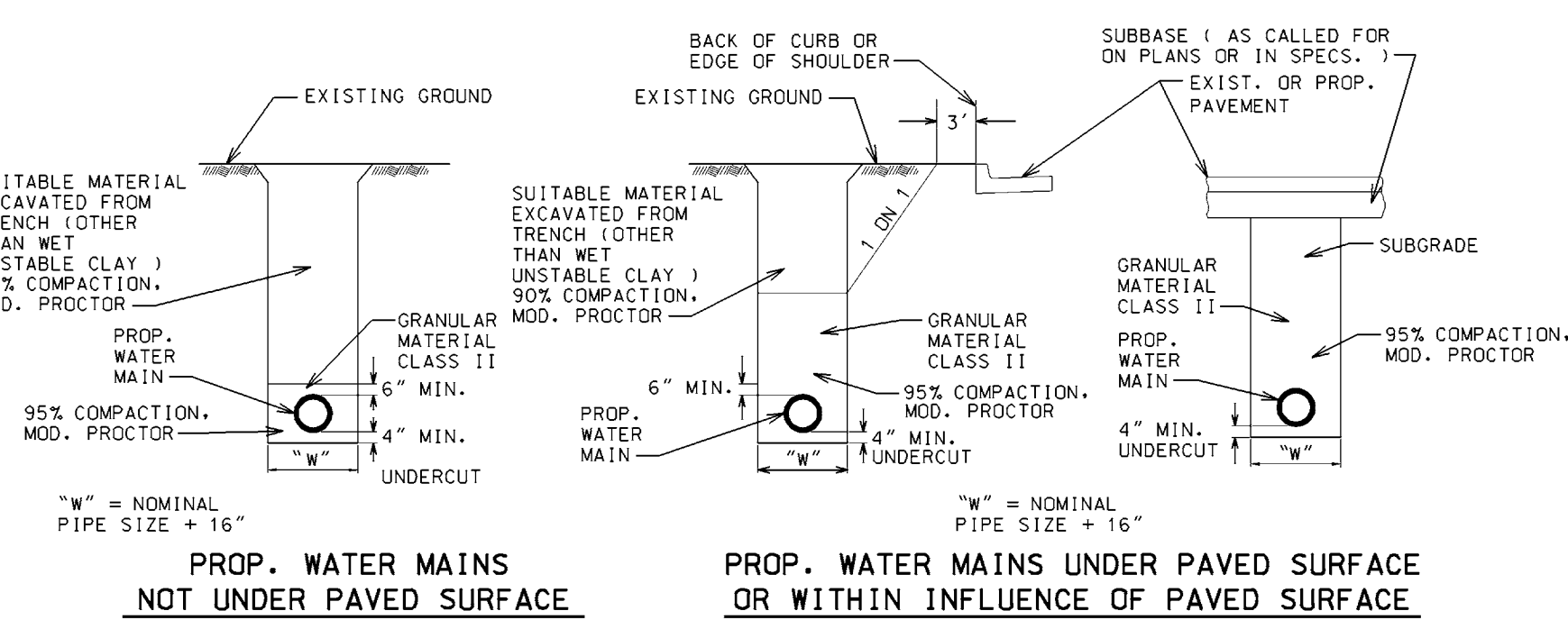
DITCH AND STREAM CROSSING

NO SCALE

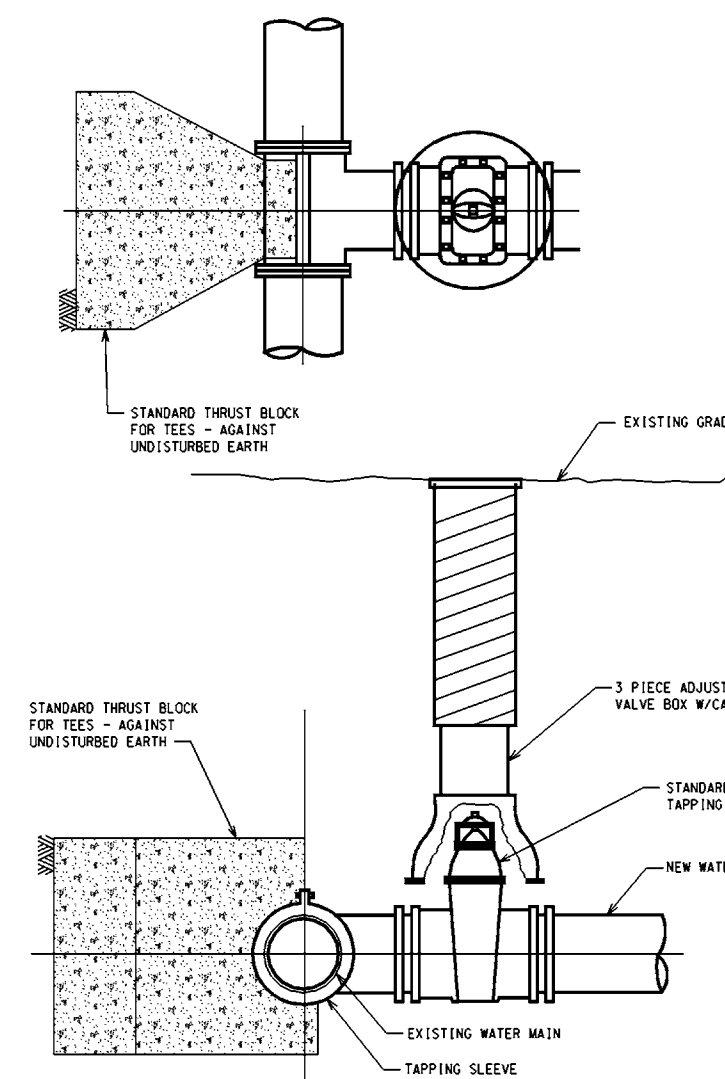


SEWER OR CULVERT CROSSING

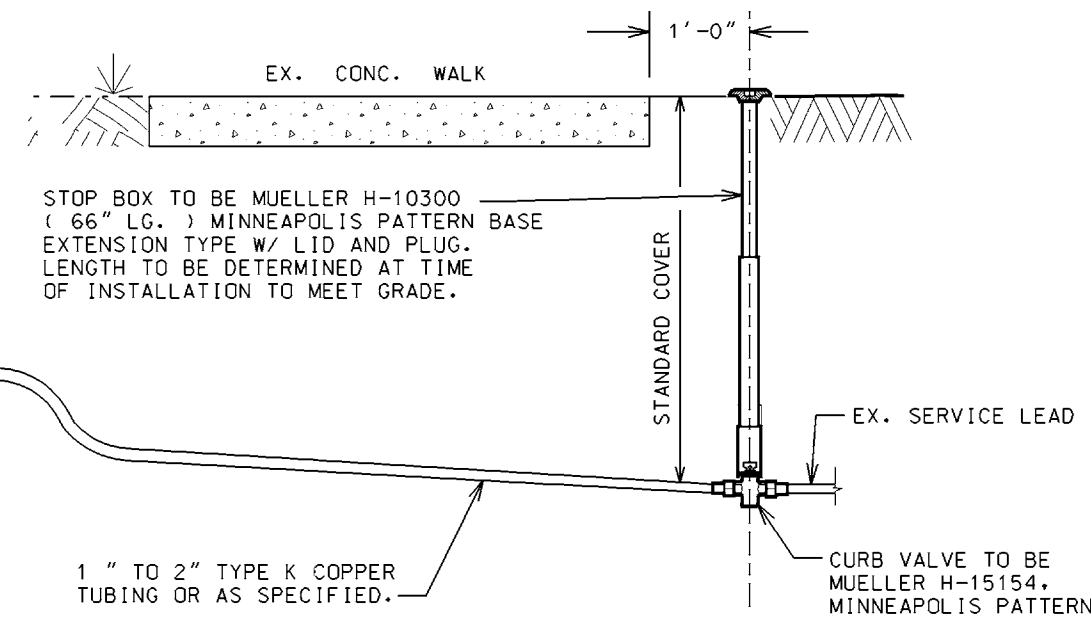
NO SCALE



BEDDING DETAILS

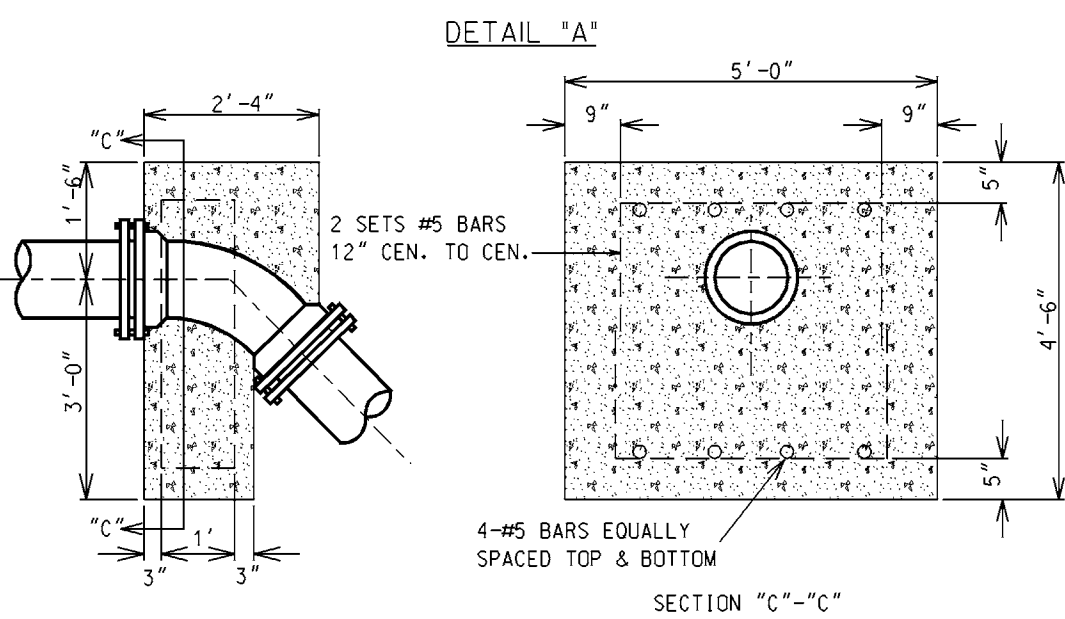


TAPPING SLEEVE & VALVE W/VALVE BOX

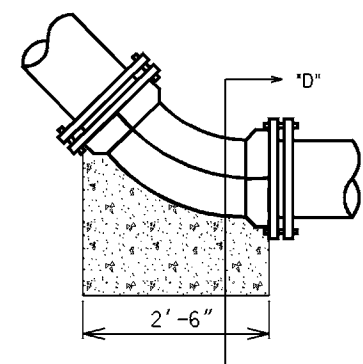


WATER SERVICE CONNECTION (TYP)

NO SCALE

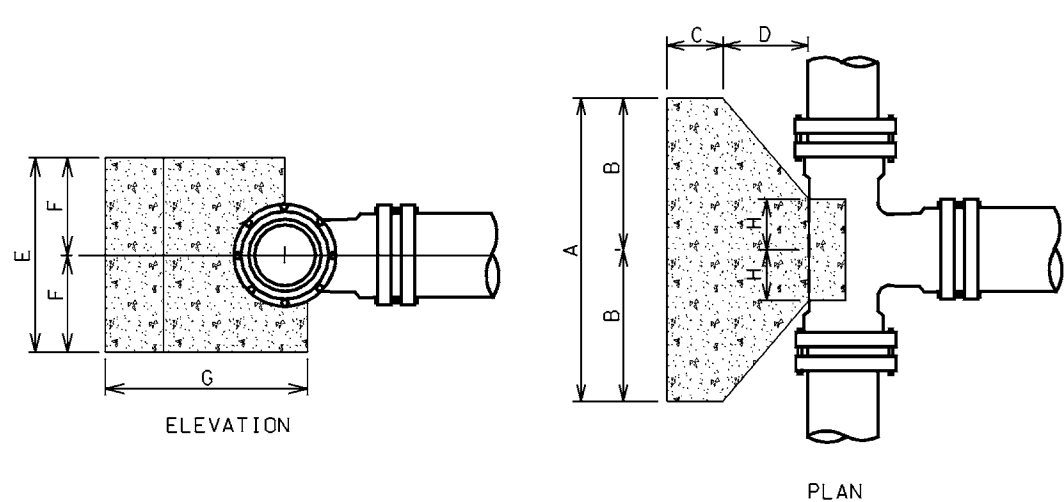


DETAIL "A"



DETAIL "B"

VERTICAL BEND THRUST BLOCKS FOR 8"-12" MAINS

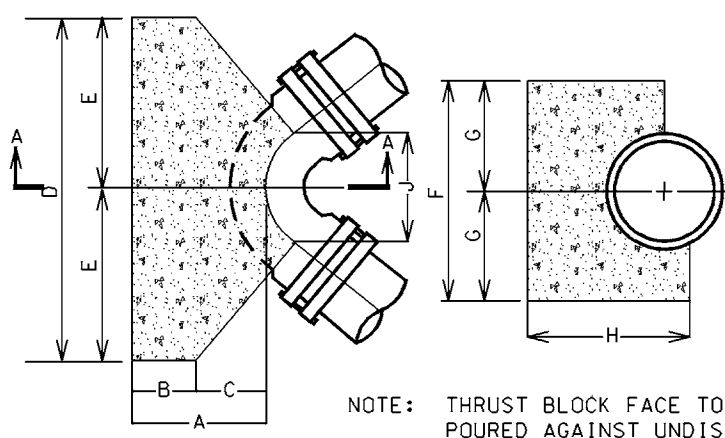


THRUST BLOCK FACE SHALL BE POURED AGAINST UNDISTURBED EARTH.
CONCRETE FOR THRUST BLOCKS TO BE WET MIXED 2500 P.S.I.

SCHEDULE OF THRUST BLOCK DIMENSIONS		
CODE	TEE SIZE	16"x16" 24"x16"
A	8"x8" 12"x12" 16"x16" 24"x16"	24"x16"
B	3'-0" 4'-0" 5'-0"	5'-0"
C	1'-6" 2'-0" 2'-6"	2'-6"
D	0'-9" 0'-9" 1'-0"	1'-0"
E	1'-0" 1'-4" 1'-8"	1'-8"
F	2'-0" 3'-0" 4'-0"	4'-0"
G	1'-0" 1'-6" 2'-0"	2'-0"
H	2'-2" 2'-6" 2'-10"	2'-10"
I	16" 2'-10" 3'-11" 3'-8"	3'-8"
J	24" 3'-3" 3'-7" 4'-2"	4'-2"
K	0'-6" 0'-10" 1'-0"	1'-0"
L	16" 0'-6" 0'-10" 1'-0"	1'-0"
M	24" 0'-6" 0'-10" 1'-0"	1'-0"

CONCRETE THRUST BLOCK FOR TEES

N. T. S.

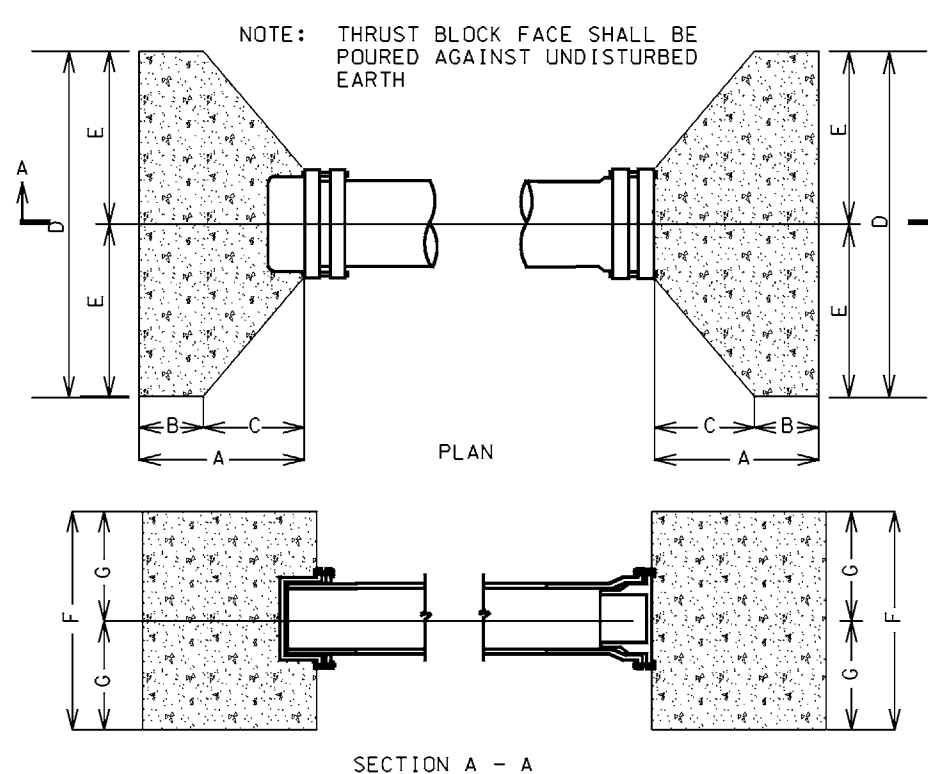


NOTE: THRUST BLOCK FACE TO BE POURED AGAINST UNDISTURBED EARTH.
CONCRETE FOR THRUST BLOCKS TO BE WET MIXED 2500 P.S.I.

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'-9"	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'-4"
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'-11"	0'-9"	1'-4"	3'-6"	1'-9"	2'-6"	1'-3"	2'-4"	1'-4"
12"	90°	2'-11"	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.



CONC. THRUST BLOCKS FOR PLUGS & CAPS

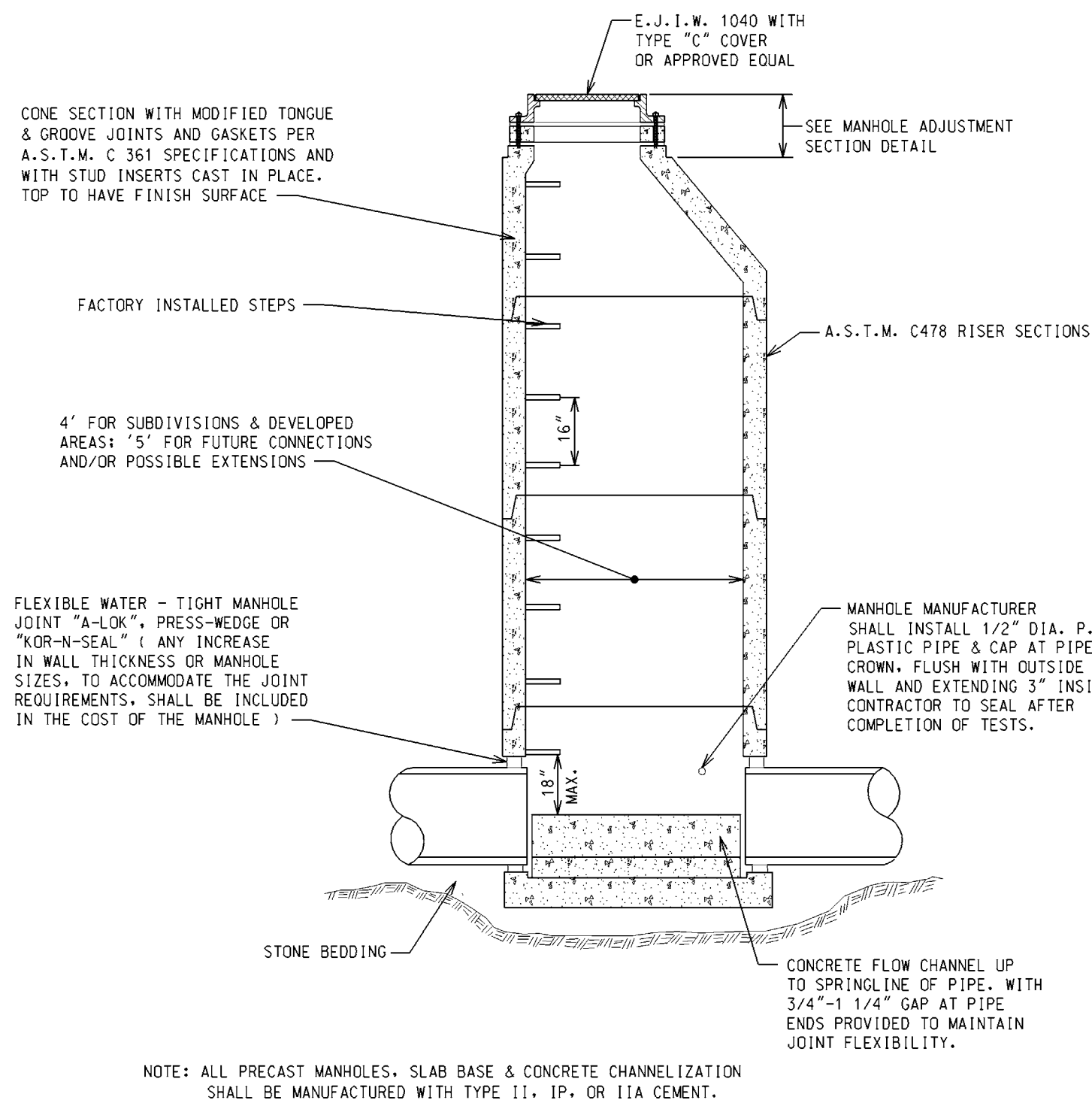
SIZE	A MIN.	B MIN.	C	D	E	F	G
6"	1'-11"	0'-9"	1'-2"	3'-0"	1'-6"	2'-0"	1'-0"
12"	2'-11"	0'-9"	1'-4"	4'-0"	2'-0"	3'-0"	1'-6"
16"	2'-8"	1'-0"	1'-8"	5'-0"	2'-6"	4'-0"	2'-0"



151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

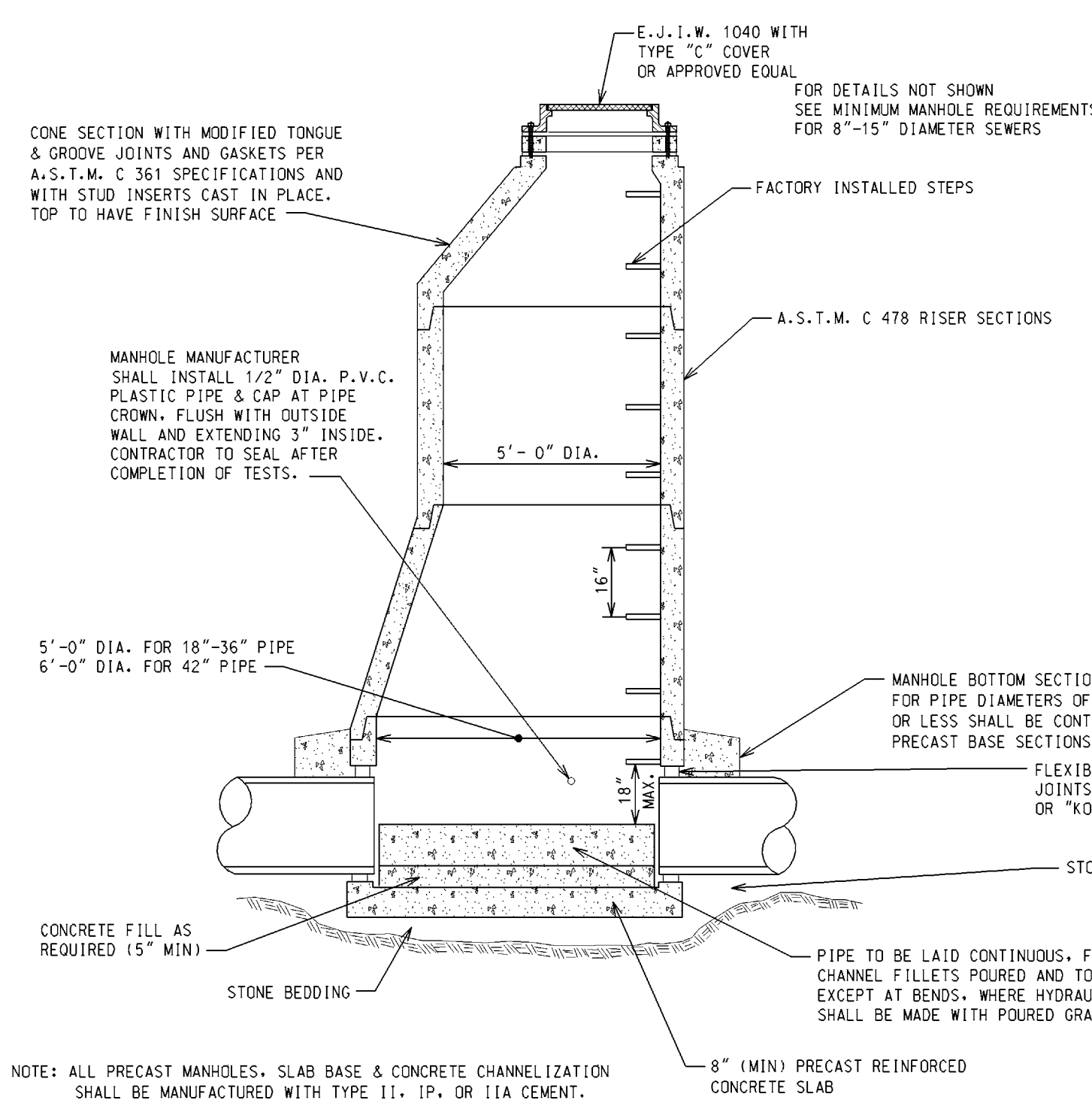
WATER MAIN STANDARD DETAILS

DATE:	ADDITION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE	WM-1
		APPROVED	SCALE	



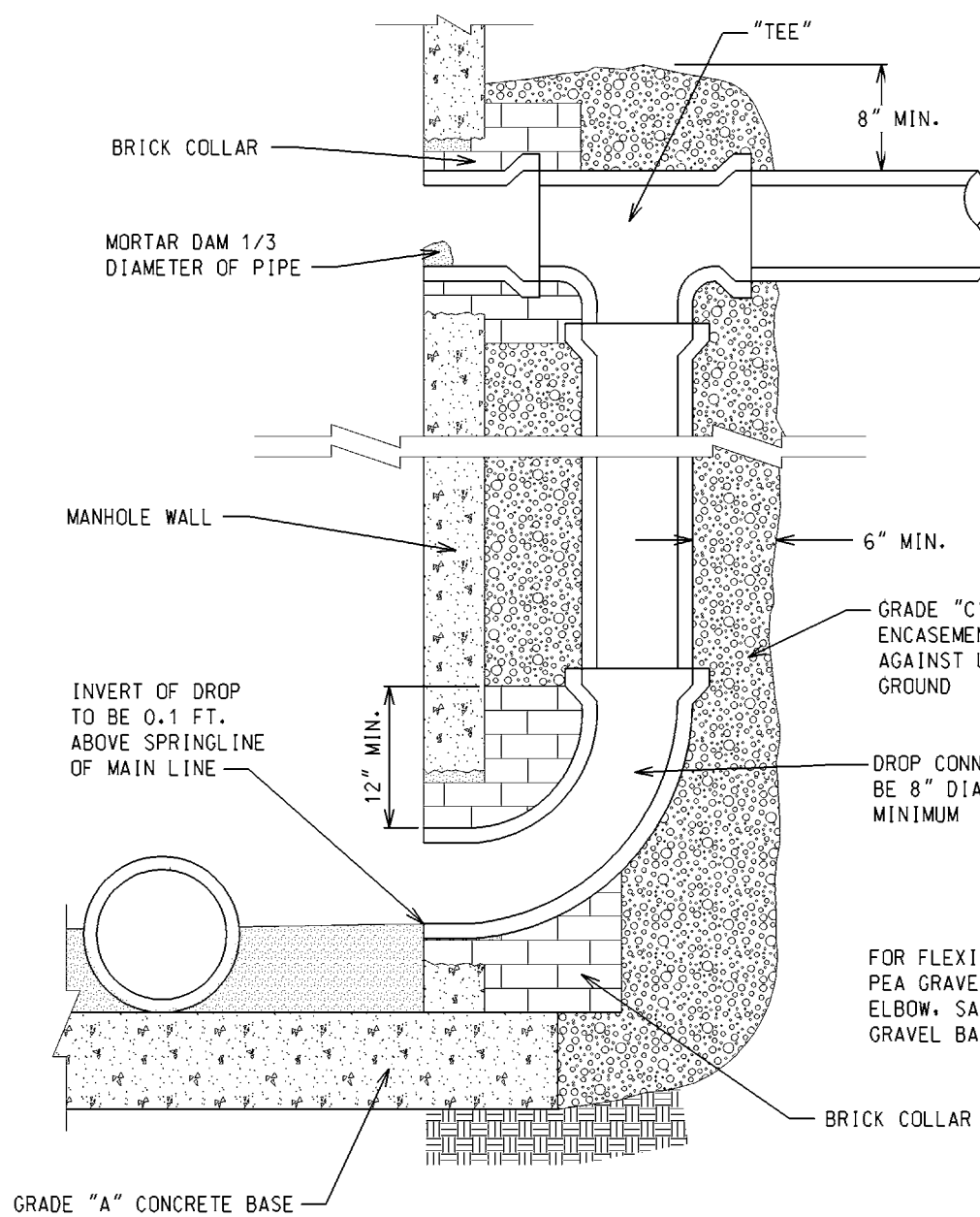
SEWER MANHOLE

(8" THRU 15" DIA. SEWERS)

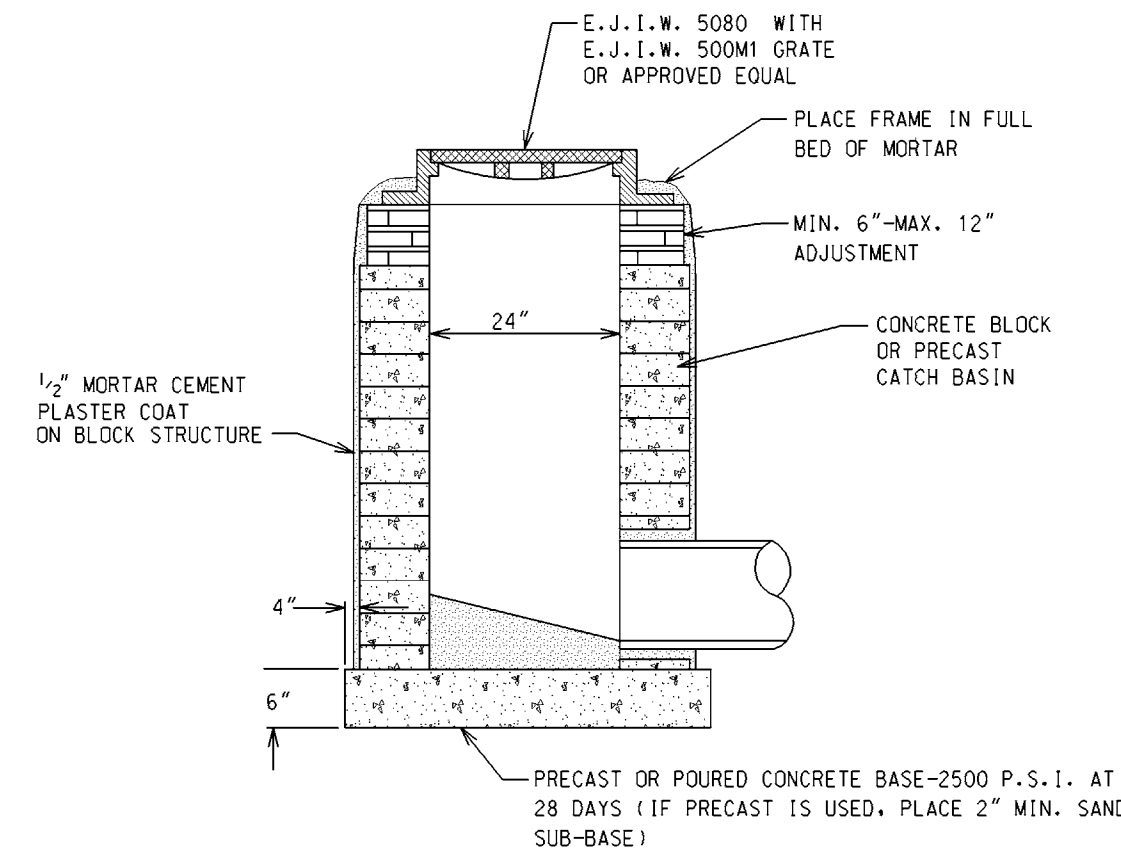


SEWER MANHOLE

(18" THRU 42" DIA. SEWERS)

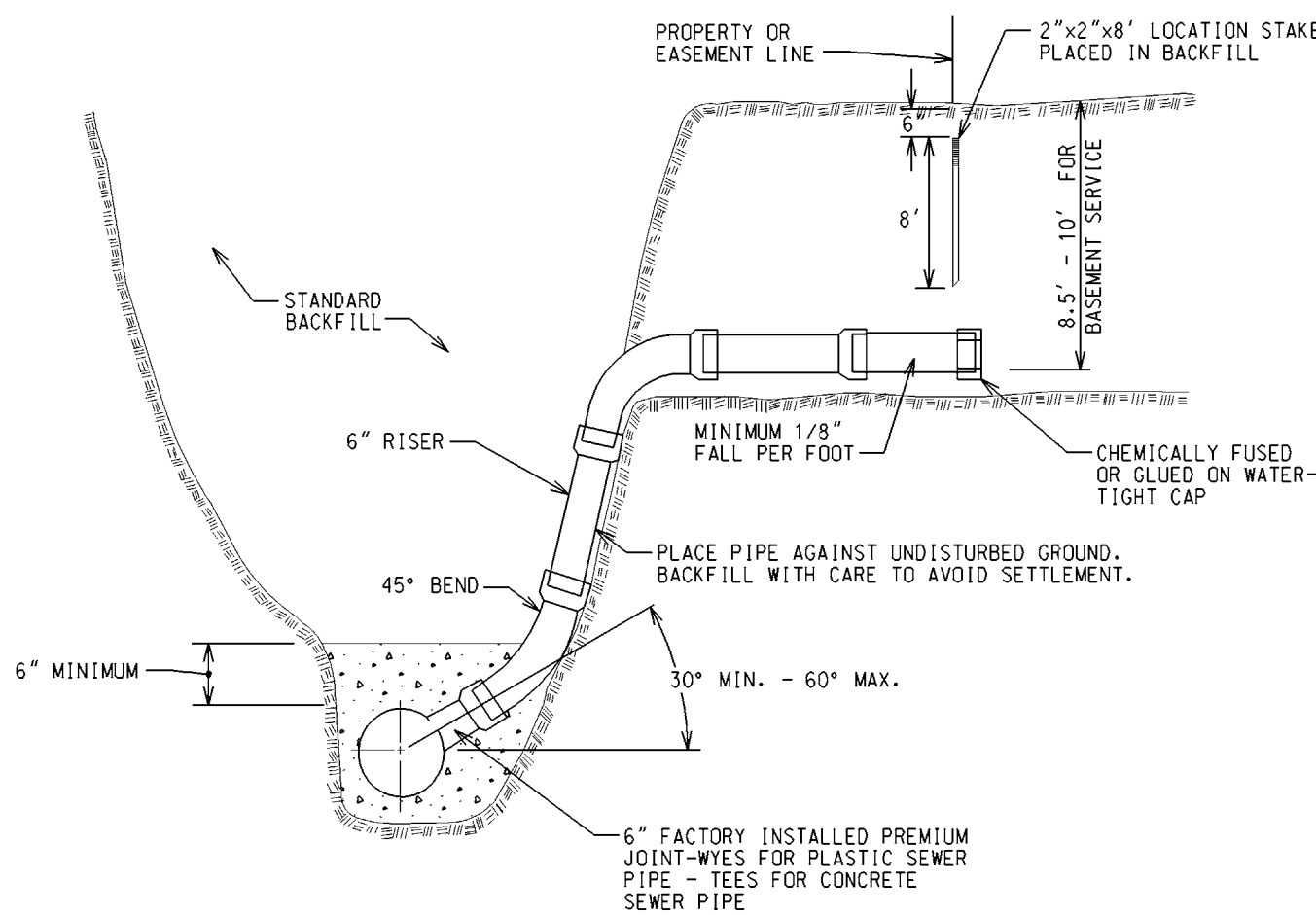


EXTERNAL DROP CONNECTION



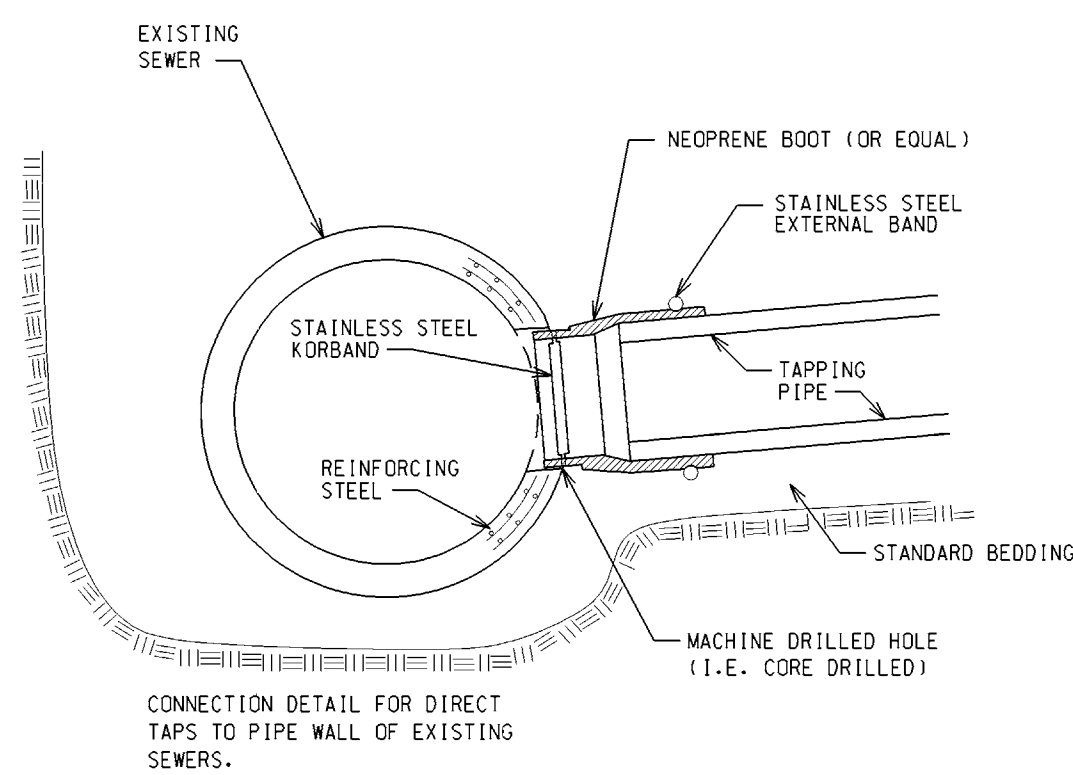
2 FT. DIAMETER INLET

NOTE:
FOR CATCH BASINS OR INLETS WITHIN
YARD AREAS USE E.J.I.W. 1040 WITH
TYPE "N" COVER OR APPROVED EQUAL



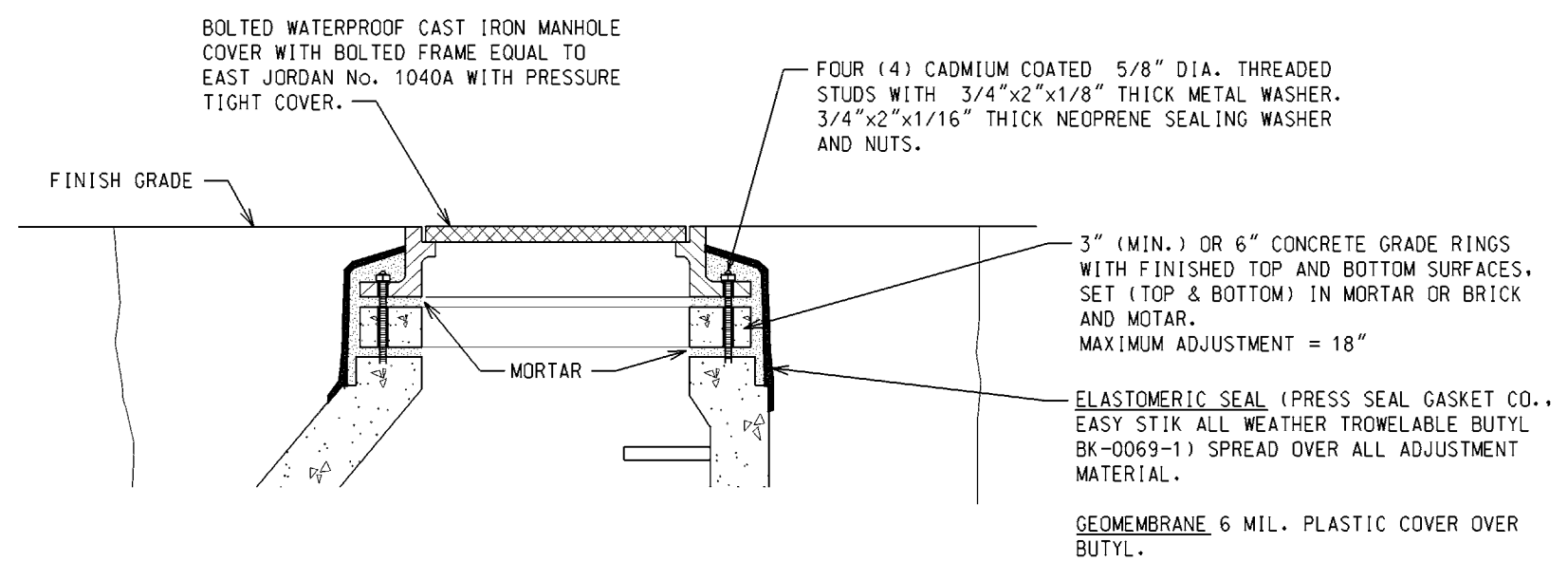
BUILDING LEAD DETAIL

0" - 15" COVER

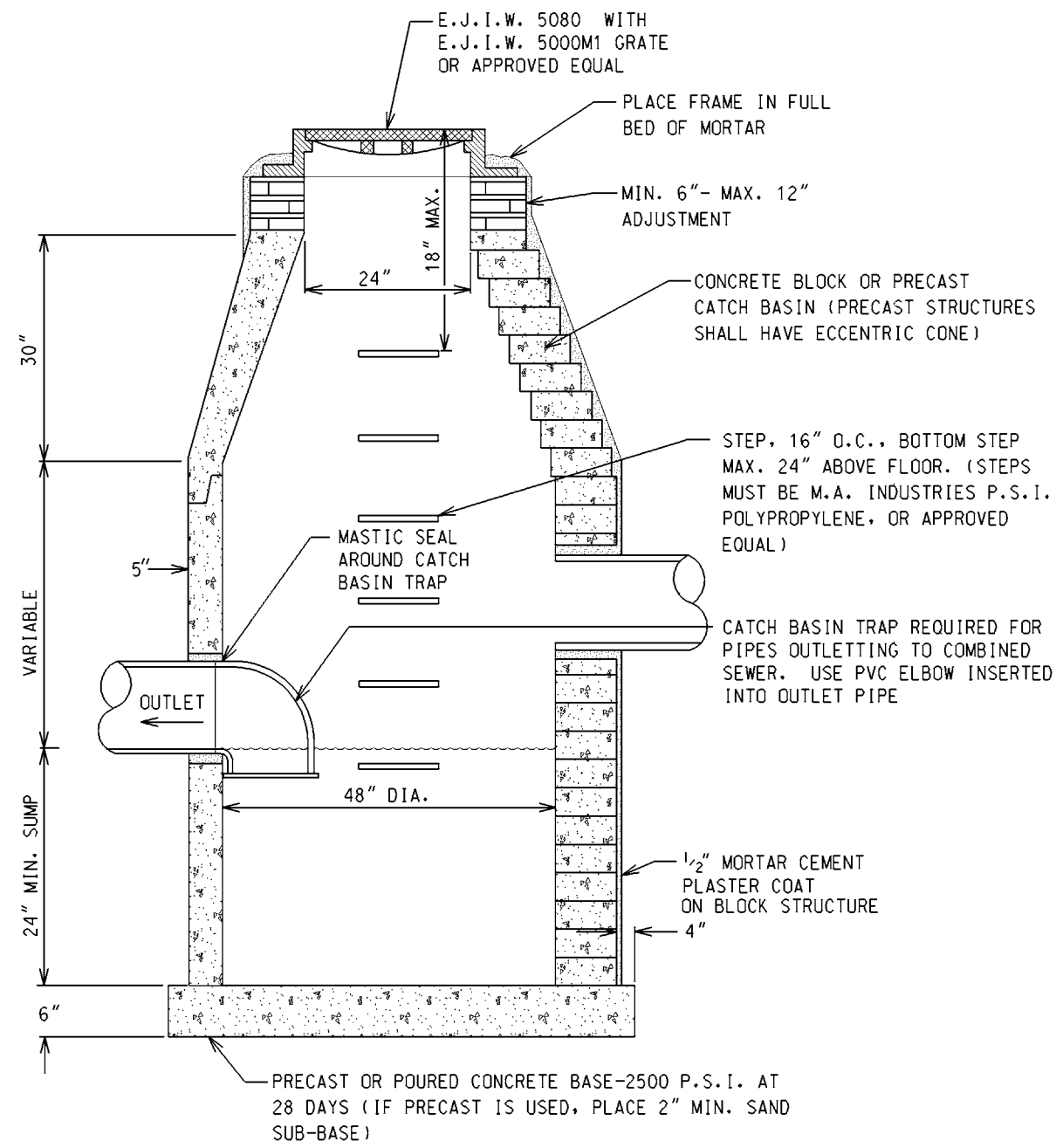


KOR-N-TEE TAP FOR CONCRETE

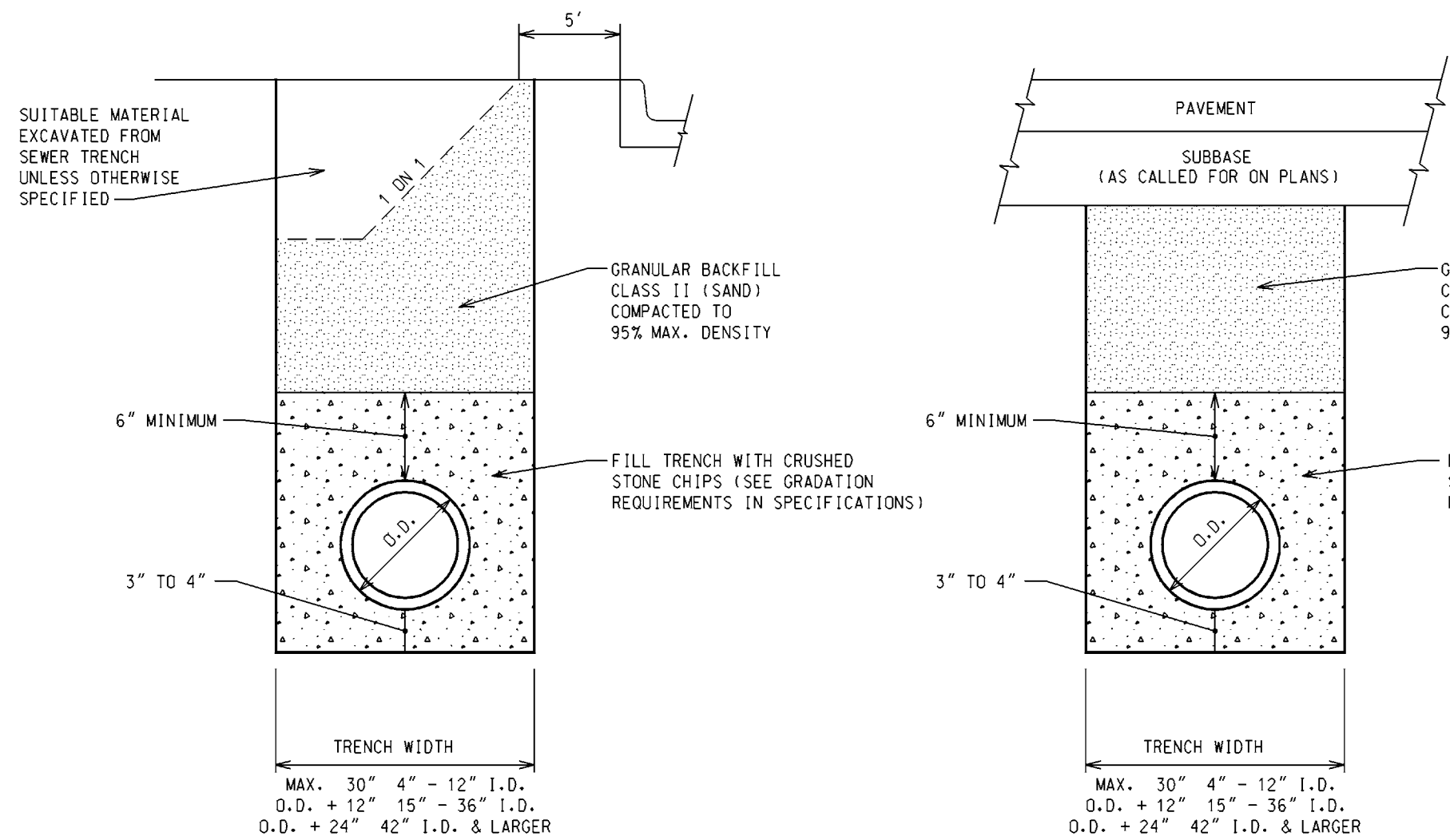
NO SCALE



SANITARY MANHOLE ADJUSTMENT SECTION DETAIL



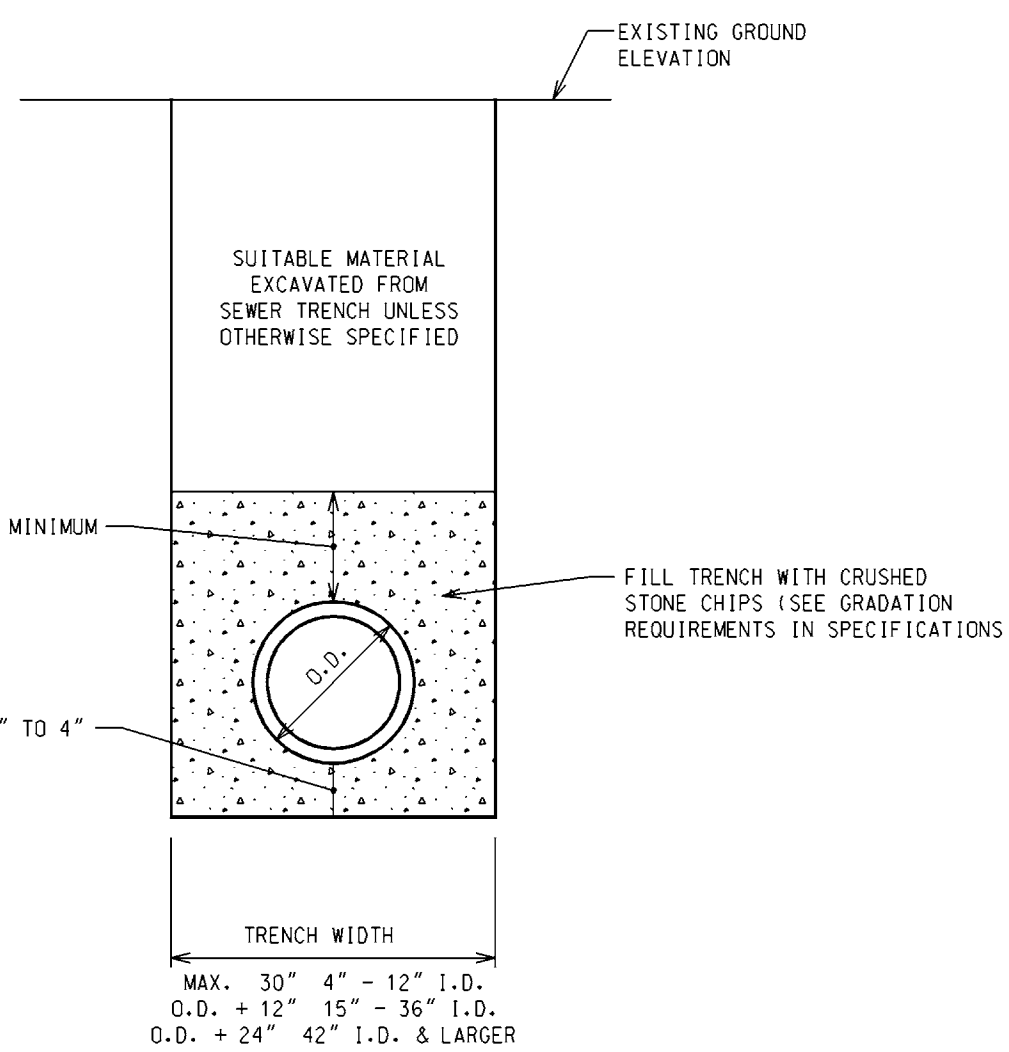
4 FT. DIAMETER CATCH BASIN



TRENCH DETAIL "A"

SEWER UNDER ROAD BED OR WITHIN THE INFLUENCE OF ROAD BED

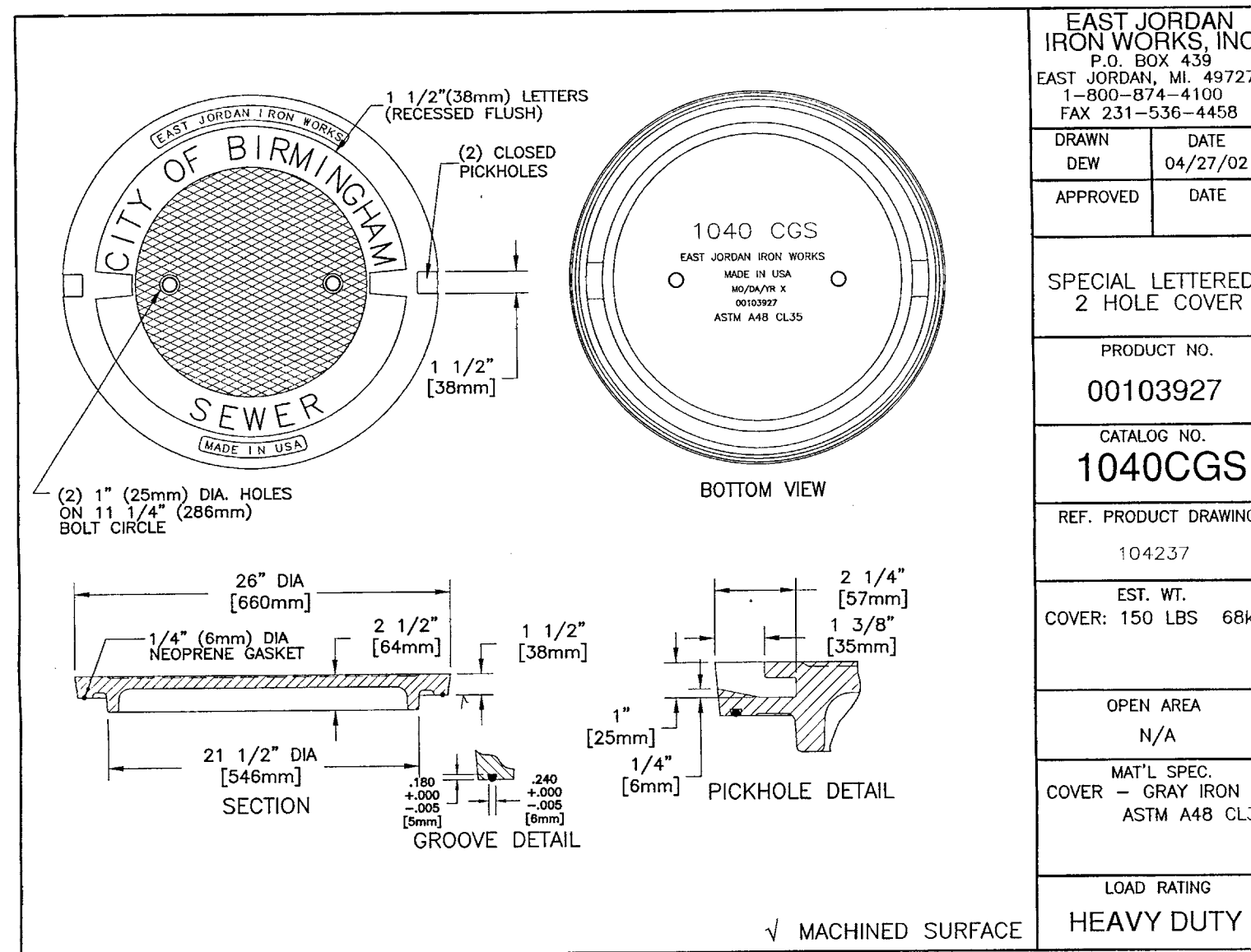
NOT TO SCALE



TRENCH DETAIL "B"

SEWER NOT UNDER ROAD BED

NOT TO SCALE



EAST JORDAN IRONWORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458	
DRAWN DEW	DATE 04/27/02
APPROVED	DATE
SPECIAL LETTERED 2 HOLE COVER	
PRODUCT NO. 00103927	
CATALOG NO. 1040CGS	
REF. PRODUCT DRAWING 104237	
EST. WT. COVER: 150 LBS 68kg	
OPEN AREA N/A	
MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL35	
LOAD RATING HEAVY DUTY	

City of Birmingham
A Vibrant Community

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	

WILLITS & BATES PAVING PROJECT



CONTRACT #8-25(P)

**CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT**

Contractor's Name: Al's Asphalt Paving Co.

WILLITS & BATES PAVING PROJECT
CONTRACT #8-25(P)
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130	Payment Bond _____	2 Pages
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Appendices:

A: G2 Consulting Group – Soil Boring & Pavement Core Information_____ 26 Pages

ADVERTISEMENT

**CITY OF BIRMINGHAM, MICHIGAN
WILLITS & BATES PAVING PROJECT
CONTRACT #8-25(P)**

Sealed proposals endorsed "WILLITS & BATES PAVING PROJECT - Contract #8-25(P)" 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 Thursday, June 12th, 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.

General Description of Work: This project includes typical partial-depth pavement repairs on Willits Street (Old Woodward to Chester), Bates Street (Maple to north terminus), and Chester Street (Maple to Willits). Full-depth pavement repairs are also specified where needed to accommodate concrete curb and gutter road geometrical modifications, as well as a limited amount of underground utility work such as water main and storm drainage improvements. This project also includes concrete sidewalk and ramp improvements, driveway replacements and lawn restoration.

Major work items include: approximately 4,300 square yards of partial depth milling & replacement, 2,350 square yards of full-depth pavement removal with 1,650 square yards of full-depth pavement replacement, 1,000 linear feet of new concrete curb and gutter; 2,985 square feet of new concrete sidewalks; 97 square yards of new concrete driveway approaches, 600 square yards of lawn restoration; 244 linear feet of new water main; 209 linear feet of new storm sewer; 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, May 22nd, 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.

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

WILLITS & BATES PAVING PROJECT #8-25(P)

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, June 5th, 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: Al's Asphalt Paving Co.

Address: 25500 Brest Road

Taylor, Michigan 48180

Telephone: 734 946 1880 Fax: 734 946 4502 Email:

j.kyle@alsasphalt.com Website: alsasphalt.com

Number of Years Operating Under Your Present Name: 40

General Nature of Work Performed: paving, grading, milling, seal coat,

crackfill, concrete, underground

Number of construction crews employed by your company relating to the type of work under this contract:

6 CREWS

Number of construction personnel that constitutes a crew (foreman, pipe layers, excavator, and loader operators, etc.): 9 employees

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 CREWS

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: 2024 Pavement Improvements
Owner: City of Ferndale
Contact Person: Justin Wellman Telephone No.: 248.598.5191
Contract Amount: \$ 3,484,924.00
Final Contract Price: \$ 3,166,381.56
Date Completed: 11.20.2024
Description of Work Performed:
underground, grading, milling, asphalt
paving

REFERENCE PROJECT#2:

Project Name: 2024 HMA Resurfacing
Owner: City of Wyandotte
Contact Person: Jesus Placencia Telephone No.: 734.324.4668
Contract Amount: \$ 4,620,125.00
Final Contract Price: \$ 5,069,989.51
Date Completed: 12.01.2024
Description of Work Performed:
milling, grading, underground, asphalt
paving

REFERENCE PROJECT #3:

Project Name: CDBG HMA Program
Owner: CITY OF Taylor
Contact Person: Chris Gibbs Telephone No.: 734.808.0096
Contract Amount: \$ 467,000.00
Final Contract Price: \$ 467,000.00
Date Completed: 5.10.2024

Description of Work Performed:

milling, grading, asphalt paving

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>Liberty High St</u>	<u>30</u> %	<u>Belleville</u>	<u>Hennessey</u>	<u>\$587,356.00</u>
<u>2025 HMA Prog.</u>	<u>55</u> %	<u>Romulus</u>	<u>DHM</u>	<u>\$1,230,334.50</u>
<u>Road Rehab</u>	<u>95</u> %	<u>Trenton</u>	<u>CE Raines</u>	<u>\$2,082,239.00</u>
<u>SBldg WM</u>	<u>10</u> %	<u>Auburn Hills</u>	<u>DHM</u>	<u>\$266,056.50</u>
<u>2025 HMA Prog.</u>	<u>40</u> %	<u>Wyandotte</u>	<u>Wyandotte</u>	<u>\$4,532,226.45</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.

Name, Address & Telephone <u>Number of Subcontractor</u>	Type of Work <u>By Subcontractor</u>	Percentage of Contract Value by <u>Subcontractor</u>
GM & SONS, Inc 248-956 46900 West Road 7939 Novi, Mi 48377	concrete	25%
Inner City Cont. 313 18701 Grand River 272 Detroit, Mi 5031	underground	25%
Dan K's 734-558-3308 20720 Sibley Road Brownstown, Mi 48193	Restoration	25%
P.K Cont. 248-362-2130 1965 Barrett Troy, Mi 48084	Striping	25%
State Barricades 586 24806 Industrial Hwy 756 Warren, Mi 48089 8282	Barricades	25%

Subcontractors TBD Based on quotes received

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 5th day of JUNE, 2024.

By: Al's Asphalt Paving Co.
Signature and Title: [Signature] President of Sales

Written Name: Jesse Kyle

Address: 25500 Brest Rd
Taylor, MI 48180

STATE OF MICHIGAN)
County of WAYNE) SS

Subscribed and Sworn to before me, a Notary Public, in and for WAYNE County, Michigan,

on this 5th day of JUNE, 2024.

[Signature]
Notary Public

In and for the County of MONROE, MI.

My commission Expires: MAR 21, 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, June 5th, 2025.**

Attention: Mr. Cory Borton, Assistant Director of Engineering

Email: 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.

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Al's Asphalt Paving Co.

25500 Brest Road

Taylor, MI 48180

SURETY:

(Name, legal status and principal place
of business)

Harco National Insurance Company

PO Box 10800

Raleigh, NC 27605-0800

OWNER:

(Name, legal status and address)

City of Birmingham

151 Martin

Birmingham, MI 48009

BOND AMOUNT: Five Percent (5%) of Amount Bid

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.

PROJECT:

(Name, location or address, and Project number, if any)

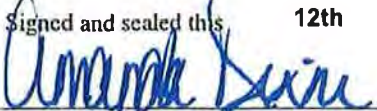
Willits and Bates Paving Project - Contract #8-25(P)

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 **12th** day of **June, 2025**



(Witness)

Al's Asphalt Paving Co.

(Principal)

(Title)

Harco National Insurance Company

(Surety)

(Title)

Susan L. Small, Attorney-in-Fact

(Witness)

(Seal)

(Seal)

Init.

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Bond # N/A

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

T.L. YOUNG, WENDY L. HINGSON, IAN J. DONALD, ROBERT TROBEC, ALAN P. CHANDLER, T.J. GRIFFIN, JEFFREY A. CHANDLER, TERENCE J. GRIFFIN, JOHN L. BUDDE, SUSAN L. SMALL, PATRICK E. WILLIAMS
Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 6/12/2025

A00502

Irene Martins, Assistant Secretary

PROPOSAL
WILLITS & BATES PAVING PROJECT
CONTRACT #8-25(P)

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
6-6-2025 1

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 **Willits & Bates Paving Project, Contract #8-25(P)** 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.

DIVISION 1: SEWER PAY ITEMS					
No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
1.	12" Storm Sewer, C76, CL-IV, Trench A	49	LF	152.00	7,448.00
2.	8" Storm Sewer, PVC SDR 26, Trench A	160	LF	125.00	20,000.00
3.	New 1'-6" Diameter Storm Inlet w/ Beehive Grate & 1' Sump, PVC	4	EA	4,650.00	18,600.00
4.	New 2'-0" Diameter Storm Inlet	4	EA	4,100.00	16,400.00
5.	New 4'-0" Diameter Storm Catch Basin w/ 2' Sump (Construct Online)	1	EA	5,200.00	5,200.00
6.	New 4'-0" Diameter Storm Manhole w/ 2' Sump	1	EA	4,700.00	4,700.00
7.	New 4'-0" Diameter Storm Manhole (Construct Online)	1	EA	10,500.00	10,500.00
8.	6" Perforated Pipe Underdrain (No sock)	200	LF	27.00	5,400.00
9.	Sewer Tap, 12"	2	EA	1,300.00	2,600.00

10.	Sewer Tap, 8"	1	EA	1,200.00	1,200.00
11.	Reconstruct Manhole (if and where needed)	30	VF	420.00	12,600.00
12.	Remove Ex. Drainage Structure	1	EA	1,200.00	1,200.00
13.	Remove & Replace Structure Cover (as directed by City)	2,750	LB	5.50	15,125.00
14.	Bulkhead Structure, 12" or Less	2	EA	1,000.00	2,000.00
15.	Bulkhead Pipe, Larger than 8"	2	EA	1,000.00	2,000.00
SUBTOTAL DIVISION 1: SEWER PAY ITEMS				124,973.00	

DIVISION 2: WATER MAIN PAY ITEMS					
No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
16.	Remove Hydrant	1	EA	900.00	900.00
17.	Remove Gate Valve Well	1	EA	1,200.00	1,200.00
18.	Remove Ex. 12" Water Main	10	LF	50.00	500.00
19.	8" Gate Valve & Well	1	EA	6,800.00	6,800.00
20.	Fire Hydrant Assembly, Complete	1	EA	7,800.00	7,800.00
21.	12" D.I. CL 52 Water Main w/ Polywrap, Trench A	10	LF	420.00	4,200.00
22.	8" D.I. CL 52 Water Main w/ Polywrap, Trench A	226	LF	300.00	67,800.00
23.	6" D.I. CL 52 Water Main w/ Polywrap, Trench A	8	LF	300.00	2,400.00
24.	12" Water Main Connection to Ex. 12" Water Main	2	EA	8,600.00	17,200.00

25.	8" Water Main Connection to Ex. 8" Water Main	1	EA	7,800.00	7,800.00
26.	Hydra-Stop, Insta-Valve 250, 12"	1	EA	2.00	2.00
27.	Hydra-Stop, Line-Stop, 12"	1	EA	2.00	2.00
28.	Hydra-Stop, Line-Stop, 6"	4	EA	2.00	8.00
29.	Abandon Existing Water Mains, Entire Project	1	LS	50,000.00	50,000.00
SUBTOTAL DIVISION 2: WATER MAIN PAY ITEMS				166,612.00	

DIVISION 3: PAVING PAY ITEMS					
No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
30.	Earth Excavation	100	CY	45.00	4,500.00
31.	Embankment	400	CY	27.00	10,800.00
32.	Subgrade Undercutting, 21AA Limestone	200	CY	62.00	12,400.00
33.	Subgrade Undercutting, 1"x3" Limestone	200	CY	77.00	15,400.00
34.	Subgrade Geogrid Fabric, Tensar Triax TX130S	300	SY	7.25	2,175.00
35.	Removing Ex. Retaining Wall & Footing	55	LF	32.00	1,760.00
36.	Removing Concrete Drive Approach	50	SY	22.00	1,100.00
37.	Removing Concrete Sidewalk & Ramp (sawcutting included)	300	SY	15.00	4,500.00
38.	Removing Pavement Full Depth (Curb & Gutter included)	2,350	SY	11.00	25,850.00
39.	Cold Milling HMA Surface, 2.0"	4,300	SY	4.00	17,200.00
40.	Profile Milling for Surface Drainage, 0"-2.5"	300	SY	4.00	1,200.00

41.	Pavt Joint and Crack Repr, Detail 7	2,000	LF	7.00	14,000.00
42.	Pavt Joint and Crack Repr, Detail 8	2,000	LF	10.00	20,000.00
43.	Aggregate Base, MDOT 21AA Limestone, 8"	2,000	SY	21.00	42,000.00
44.	Bituminous Mixture No. 5EML (Handpatching)	100	TON	220.00	22,000.00
45.	Bituminous Mixture No. 5EML (2.0" Wearing Course)	664	TON	135.00	89,640.00
46.	Bituminous Mixture No. 4EML (2.0" Leveling Course)	184	TON	135.00	24,840.00
47.	Bituminous Mixture No. 3EML (3.0" Base Course)	275	TON	135.00	37,125.00
48.	Concrete Curb & Gutter (18" Wide, "MDOT F2 Modified, Type 1")	785	LF	33.00	25,905.00
49.	Concrete Curb & Gutter (18" Wide, "MDOT F2 Modified, Type 2")	30	LF	33.00	990.00
50.	Concrete Curb & Gutter (18" Wide, Detail "M" Approach Opening)	44	LF	42.00	1,848.00
51.	Concrete Curb & Gutter (24" Wide, "MDOT D2 Modified")	175	LF	42.00	7,350.00
52.	Concrete Apron, 6" Thick, (Behind MDOT D2 Modified Curb)	38	SYD	72.00	2,736.00
53.	Concrete Drive Approach, 6"	97	SY	72.00	6,984.00
54.	Concrete Sidewalk, 4"	1,855	SF	7.00	12,985.00
55.	Concrete Sidewalk, 4", Exposed Aggregate	20	SF	12.00	240.00
56.	Concrete Sidewalk, 6"	570	SF	8.00	4,560.00
57.	Concrete Sidewalk, 6", Exposed Aggregate	520	SF	14.00	7,280.00
58.	Concrete Pavement, Non-reinforced, 8", incl. integral Detail F2 Curb & Gutter	30	SYD	105.00	3,150.00

59.	Handicap Ramp Truncated Domes	300	SF	52.00	15,600.00
60.	Adjust Structure Cover (Cored)	32	EA	2,400.00	76,800.00
61.	Adjust Structure Cover	10	EA	1,000.00	10,000.00
62.	Adjust Structure Cover & Install New EJIW 1040-A Frame & Cover	3	EA	1,100.00	3,300.00
63.	Adjust Structure Cover & Install New EJIW 5000 Frame & Cover	1	EA	1,200.00	1,200.00
64.	Maintenance Aggregate for Entire Project	1	LS	5,000.00	5,000.00
SUBTOTAL DIVISION 3: PAVING PAY ITEMS				532,418.00	

DIVISION 4: GENERAL PAY ITEMS					
No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
65.	Mobilization (Max. 5% of Base Bid)	1	LS	45,000.00	45,000.00
66.	Traffic Maintenance & Control	1	LS	25,000.00	25,000.00
67.	Inspector Crew Days	60	DAYS	\$650.00	39,000.00
68.	Water and Sewer Allowance	1	LS	\$20,000.00	\$20,000.00
69.	Irrigation Allowance	1	LS	\$5,000.00	\$5,000.00
70.	Pavement Marking, Polyurea, 24 inch Stop Bar, White	115	LF	15.00	1,725.00
71.	Pavement Marking, Polyurea, 24 inch Crosshatching, White	440	LF	15.00	6,600.00
72.	Pavement Marking, Polyurea, 6" inch, Solid Lane Marking, White	370	LF	1.75	647.50
73.	Pavement Marking, Polyurea, 4" inch, Double Centerline	2,300	LF	2.70	6,210.00

74.	Pavement Marking, Polyurea, 4" inch, Parking, White	1,700	LF	3.85	6,545.00
75.	Pavement Marking, Polyurea, 4" inch, Parking, Blue	250	LF	5.00	1,250.00
76.	Pavement Marking, Polyurea, Lt Turn Arrow, White	3	EA	250.00	750.00
77.	Pavement Marking, Polyurea, Rt Turn Arrow, White	3	EA	250.00	750.00
78.	Pavement Marking, Polyurea, Straight Arrow, White	2	EA	225.00	450.00
79.	Pavement Marking, Polyurea, Only, White	2	EA	250.00	500.00
80.	Pavement Marking, Polyurea, "Sharrow Bike Route", White	8	EA	275.00	2,200.00
81.	Recessing Pavt Mkr, Longit	2,920	LF	1.15	3,358.00
82.	Recessing Pavt Mkr, Transv	3,000	SF	3.50	10,500.00
83.	Salvage Existing Signs	1	LS	1,500.00	1,500.00
84.	New Signs	50	SF	27.00	1,350.00
85.	Sign Post, U-Channel	96	LF	17.00	1,632.00
86.	Tree Protection, 3" Dia. Or Greater	10	EA	175.00	1,750.00
87.	Mulch, 3"	175	SY	18.00	3,150.00
88.	Topsoil, 3"	625	SY	9.00	5,625.00
89.	Sod, Class A	450	SY	9.00	4,050.00
90.	Inlet Filter, Silt Sack or Equal	18	EA	125.00	2,250.00
SUBTOTAL DIVISION 4: GENERAL PAY ITEMS					196,792.50

TOTAL BASE BID (SEWER, WATER MAIN, PAVING & GENERAL PAY ITEMS:

\$ 1,020,795.50

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 Al's Asphalt Paving Co.

Street Address 25500 Brest Road

City Taylor County Wayne

State/Zip Code Michigan 48180

Telephone 734 946 1880 Fax 734 946 4502

Date 06/12/2025

Signed by [Signature]

Print Name: Jesse Kyle

Title: President of Sales

If a corporation, give state in which incorporated: Michigan

Witnessed: [Signature]

Print Name: Amanda Dixon

Name of Superintendent Chris Bleau

Supervision & time sequence according to the General Requirements

Give below at least three (3) references as to ability to do work proposed.

Name <u>Chris Gibbs</u>	Address <u>25605 Northline Road Taylor MI 48180</u>
Firm <u>City of Taylor</u>	Telephone <u>734 808 0096</u>
Name <u>Jesus Placencia</u>	Address <u>3200 Biddle Suite 200 Wyandotte, MI 48192</u>
Firm <u>City of Wyandotte</u>	Telephone <u>734 324 4558</u>
Name <u>Justin Wellman</u>	Address <u>1025 E. Maple Suite 100 Birmingham, MI 48009</u>
Firm <u>Giffels Webster</u>	Telephone <u>248 598 5191</u>

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: 2024 Pavement Improvements - Ferndale

Date Started <u>03.20.2024</u>	Finished <u>11.20.2024</u>
Name <u>Justin Wellman</u>	Address <u>1025 E. Maple Suite 100 Birmingham, MI 48009</u>
Firm <u>Giffels Webster</u>	Telephone <u>248 598 5191</u>

Project #2: Name of Project: 2024 HMA Resurfacing - Wyandotte

Date Started <u>04.12.2024</u>	Finished <u>12.01.2024</u>
Name <u>Jesus Placencia</u>	Address <u>3200 Biddle Suite 200 Wyandotte, MI 48192</u>
Firm <u>City of Wyandotte</u>	Telephone <u>734.324.4558</u>

Project #3: Name of Project: DDA District - Trenton

Date Started <u>09.15.2024</u>	Finished <u>08.25.2025</u>
Name <u>Souheil Sabak</u>	Address <u>17700 Fort Street Riverview, MI 48193</u>
Firm <u>C.E. Raines</u>	Telephone <u>734.285.7510</u>

Project #4: Name of Project: 2025 HMA Program - Wyandotte

Date Started 04.01.2025

Finished 11.15.2025

Name Jesus Placencia

Address 3200 Biddle Suite 200
Wyandotte, MI 48192

Firm City of Wyandotte

Telephone 734.324.4558

Project #5: Name of Project: 2025 HMA Program - Romulus

Date Started 04.29.2025

Finished 09.02.2025

Name Michael McNutt

Address 34000 Plymouth Road
Livonia, MI 48150

Firm D H M

Telephone 734.522.6711

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 PK Contracting

Address 1905 BARDET, TROY, MI

Firm GREG MOODY

Telephone 248.362.2130

Type of Work to be Performed: PAVEMENT MARKINGS

Name MARCUS GUTMAN

Address 2261 DUTCH DR, WARREN, MI

Firm EMINENT EXCAVATING

Telephone 313-398-9368

Type of Work to be Performed: WATERMAIN

Name SEAN MORRIS

Address 41900 WEST RD, NARI, MI

Firm GM & SONS, INC

Telephone 248.956.7939

Type of Work to be Performed: CONCRETE

Name TONY MAGGIANO

Address 24806 INDUSTRIAL HWY, WARREN

Firm STATE BARRICADES

Telephone 586-756-8282

Type of Work to be Performed: TRAFFIC CONTROL

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

END OF SECTION

WILLITS & BATES PAVING PROJECT
CONTRACT #8-25(P)

CONTRACT

THIS AGREEMENT made the _____ day of _____, 2025, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "City", and Al's Asphalt Paving Co. of the City of Taylor, County of Wayne, State of Michigan, hereinafter called the "Contractor", relative to Contract No. 8-25(P), otherwise known as: WILLITS & BATES PAVING PROJECT in the amount of \$ 1,020,795.50 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 _____

Witnessed Amanda Sims
City Clerk

By: _____

Mayor

By: [Signature]

AI's Asphalt Paving Co.
Contractor

APPROVAL (1.135 City Code)

[Signature]
City Manager as to Substance

Mary M. Kucera
City Attorney as to Form

[Signature]
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.

Jesse Kyle
PREPARED BY
(Print Name)

Dec 12, 2025
DATE

President of Sales
TITLE

Dec 12, 2025
DATE


AUTHORIZED SIGNATURE

jkyke@aisasphalt.com
E-MAIL ADDRESS

AI's Asphalt Paving Co.
COMPANY

25500 Brest Road, Taylor MI 48180
ADDRESS

734 946 1880
PHONE

N/A
NAME OF PARENT COMPANY

ADDRESS

PHONE

38-2264112
TAXPAYER I.D.#

WILLITS & BATES PAVING PROJECT
CONTRACT #8-25(P)

PERFORMANCE BOND

Bond No 0861197

KNOW ALL PEOPLE BY THESE PRESENTS that we, the undersigned
Al's Asphalt Paving Co, 25500 Brest Road, Taylor, MI 48180

_____ as Principal, and
Harco National Insurance Company, 4200 Six Forks Road, Suite 1400, Raleigh, NC 27609 _____ as Sureties, are
hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN** in the sum of
One Million-Twenty Thousand-Seven hundred Ninety Five and 50/100 Dollars (\$ 1,020,795.50), 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 Willits & Bates Paving Project, Contract #8-25(P)

_____ 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:

Amanda Deen

Jesse Kyle

Al's Asphalt Paving Co

Principal

Susan L Small

Susan L Small, Attorney-in-Fact

Harco National Insurance Company

WILLITS & BATES PAVING PROJECT
CONTRACT #8-25(P)

PAYMENT BOND

Bond No 0861197

KNOW ALL PEOPLE BY THESE PRESENTS, that we Al;s Asphalt Paving Co
of the 25500 Brest Road, Taylor, MI 48180
hereinafter called the "Principal" and Harco National Insurance Company, 4200 Six Forks Road,
Suite 1400, Raleigh, NC 27609 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
One Million Twenty Thousand Seven Hundred Ninety Five and 50/100----- Dollars
(\$ 1,020,795.50), 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 Willits & Bates Paving Project, Contract #8-25(P)

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:

Amanda Dixon

JAFFE KYLE

Al's Asphalt Paving Co

Principal

Susan L. Small

Susan L. Small, Attorney-in-Fact

Harco National Insurance Company

Surety

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0861197

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

T.L. YOUNG, WENDY L. HINGSON, IAN J. DONALD, ROBERT TROBEC, ALAN P. CHANDLER, T.J. GRIFFIN,
JEFFREY A. CHANDLER, TERENCE J. GRIFFIN, JOHN L. BUDDE, SUSAN L. SMALL, PATRICK E. WILLIAMS
Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the Individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 18, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 6/24/2025

A00502

Irene Martins, Assistant Secretary

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 WILLITS & BATES PAVING PROJECT #8-25(P) 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. 8-25(P), Contract Name WILLITS & BATES 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 Subcontractor Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages	Amount of Laborer, Fringe Benefits and Withholdings Due but 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
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Time: _____

Date: _____

Work Directive No. _____

To: Contractor: _____

Name and # of Contract: WILLITS & BATES PAVING PROJECT, CONTRACT #8-25(P)

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 **Thursday, June 12th, 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, July 14th, 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 all streets within the project work area, including adjacent streets, to be safely open 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, October 24th, 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, November 14th, 2025. Final completion shall be defined as having all punch list work completed, permanent pavement markings and 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
- 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 4th 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

**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

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- 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 starting 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

**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.

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- 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

**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 Diameter (Inches)</u>	<u>Ductile Iron Pipe, Bell & Spigot Joints</u>	<u>Ductile Iron Pipe with Mechanical 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 seat. 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 proceeding 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:

<u>1. 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

TABLE 2: WATER MAIN DISINFECTION AND LEAKAGE TEST				
Nominal Pipe Diameter (Inches)	Contents Per 1,000 Feet of Pipe		Pounds of Calcium Hypochlorite @ 65% to obtain 50 PPM Per 1,000 Feet of Pipe	Allowable Leakage (L)* in Gallons of Water Per 1,000 Feet of Pipe at 150 PSI in Two Hour 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.				

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.

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 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:

**GRADATION REQUIREMENTS FOR 3/4" CRUSHED STONE CHIPS
(LARGER THAN 18" DIAMETER)**

<u>Sieve Size</u>	<u>Percentage Passing 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

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 regraded 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

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 manufactures 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

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:

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

SECTION 715
EXPOSED AGGREGATE CONCRETE CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

- A. The work of this section shall consist of the construction of exposed aggregate sidewalks, planter curbs, and weirs. This work shall include the provision of all labor, materials, equipment, and supervision required, including excavation, bedding, forming, pouring and finishing, plus other incidental work necessary for a complete system.

1.02 REFERENCES

- A. All work performed under this section shall meet the requirements of Section 712 Sidewalk Construction, unless specifically modified by this section.
- 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 SUBMITTALS

- A. Contractor shall furnish a mix design for the exposed aggregate concrete mixture to be supplied on this project.
- B. Contractor shall furnish product data sheets and MSDS information for all admixtures, curing compounds and sealants.

1.04 SAMPLES

- A. Samples for Verification: Prepare (3) 2" x 12" x 12" Mockup Samples with 3 varying retardant levels. Samples to be reviewed and selected prior to installation of full-scale mock-up.
 - 1. Label each sample on backside with permanent marker with the following: Retardant Level / Exposure Time
 - 2. Design intent is to match the finish from other recent projects in downtown Birmingham (see Old Woodward Avenue and Maple Road streetscapes for reference).

1.05 QUALITY ASSURANCE

- A. The Contractor shall submit Mockups: Build full scale mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockups of full-thickness sections of concrete paving to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship and as indicated in the pre-construction meeting.
 - 2. Shadow-reveal will be reviewed in field for best construction purposes.
 - 3. Obtain the City's and Landscape Architect's approval of mockups before starting construction.
 - 4. All finished product work shall match the approved mockup.

PART 2. MATERIALS

2.01 EXPOSED AGGREGATE CONCRETE MIX:

- | | | | |
|----------------------|---------------------------|------------|-----------------|
| A. Sand: | 2NS | ASTM C-33 | 1,080 pounds |
| B. Course Aggregate: | 17A | ASTM C-33 | 1,980 pounds |
| C. Cement: | Type 1 | ASTM C150 | 588 pounds |
| D. Water: | City Tap Water | | 31.5 gallons |
| E. Admixture: | Darex A.E.A. (W.R. Grace) | ASTM C260* | 11.3 oz./cu.yd. |
- F. Concrete strength shall be 4,000 psi at twenty-eight (28) days, with 6% + or – entrained air. Mix design shall not have less than 6.25 sacks of cement per cubic yard and shall be approved by the City of Birmingham Engineering.

2.02 EXPANSION JOINTS:

- A. Material for the joint shall be resilient, non-extruding type pre-molded bituminous impregnated fiberboard. All expansion joints shall be filled with sealant, using a two part polysulfide sealant, self leveling, light gray color. Submit color sample for approval. Federal Specifications TT-S-0027e, Type 1, Dow Corning #780 or equal.
- B. A sealant backer rod shall be used of compressible rod stock of polyethylene foam or other flexible, permanent, durable non-absorptive material as recommended for compatibility by sealant manufacture.

2.03 SURFACE RETARDANT:

- A. The exposed aggregate finish surface shall be exposed by use of surface retardant "Preco EAC-S" or approved equal.
- B. Retarders and sealers shall be clear; white or colored retarders and sealers will not be permitted.

PART 3. CONSTRUCTION

3.01 INSTALLATION:

- A. The installation method referred to as "seeding" will not be permitted.
- B. Concrete shall be placed, leveled and floated in normal fashion. Shortly following floating, retardant may be sprayed or brushed over the surface following manufacturer's specifications.
- C. Immediately after the slab has been screened and darbied, the aggregate shall be "washed" in a uniform manner until entire surface is exposed. A thorough 'exposing' of the embedded aggregate shall be performed until all aggregate is left just above the surface, leaving no holes or openings in the surfaces.
- D. The surface shall then be brushed and washed until all the aggregate is exposed and free of cement film.

A 1" expansion joint shall be placed between the existing buildings and new pavement (sidewalk). All other expansion joints shall be ½" unless otherwise noted. Provide expansion joints as shown in the plans unless otherwise determined by the City, and between plain and exposed aggregate sidewalk.

END OF SECTION

SECTION 721
CONCRETE CURING AND SEALING COMPOUNDS

PART 1. GENERAL

1.01 SUMMARY

- A. This section covers curing and sealing compounds for both new and existing exterior exposed aggregate concrete surfaces. This work is related to the installation of exposed aggregate concrete sidewalks. Refer to Section 712 and Section 715 for concrete installation information.

1.02 REFERENCES

- A. AASHTO M 148 – Liquid Membrane-Forming Compounds for Curing Concrete.
- B. ASTM C 309 – Liquid Membrane-Forming Compounds for Curing Concrete.
- C. ASTM C 1315 – Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
- D. Federal Specification TTC 800A.

1.03 SUBMITTALS

- A. The Contractor shall submit all manufacturers' product data to the City for approval prior to installation, including surface preparation and application instructions.

PART 2. MATERIALS

2.01 ACCEPTABLE MANUFACTURERS

- A. The Euclid Chemical Company, or W.R. Meadows, or Equal.

2.02 CURING AND SEALING COMPOUND

- A. Concrete curing and Sealing Compound shall be an acrylic copolymer-based curing, sealing, hardening, and dust proofing membrane – Euclid Super Rez-Seal, W.R. Meadows Expo-Gloss or approved equal.
- B. Concrete Curing and Sealing Compound shall meet or exceed the following standards:
 - 1. AASHTO M 148, Type 1 and 1D.
 - 2. ASTM C 309, Type 1 and 1D, Class B.
 - 3. ASTM C 1315, Type 1, Class C.
 - 4. Federal Specification TTC 800A, Type 1.
 - 5. Maximum VOC content of 700 g/L in accordance with EPA 40 CFR Part 59, Table 1, Subpart D for concrete curing and sealing compounds.
- C. Concrete Curing and Sealing Compound shall be USDA approved, UV Resistant and Non-yellowing.

PART 3. EXECUTION

3.01 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer. Contractor shall store materials in clean, dry area in accordance with manufacturer's instructions. Care should be taken to store the materials in such a manner that they are secure from access to the public. The Contractor shall not use the road right of way for overnight storage of sealing and curing compounds. Keep containers sealed until ready for use. Contractor shall protect materials during handling and application to prevent damage or contamination.

3.02 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall not apply curing and sealing compound when the concrete surface or air temperatures are below 40 degrees F (4 degrees C).
- B. The Contractor shall not apply curing and sealing compound when material temperature is below 50 degrees F (10 degrees C).

3.03 INSTALLATION

- A. Contractor shall examine concrete surfaces to receive curing and sealing compound and notify the Engineer if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions are corrected.
- B. Contractor shall prepare concrete surfaces in accordance with manufacturer's instructions. Ensure surfaces are clean and free of standing water. Remove dirt, dust, oil, grease, sealers, and other materials that may prevent adhesion of curing and sealing compound.
- C. Contractor shall apply curing and sealing compound to concrete surfaces in accordance with manufacturer's instructions. Curing and sealing compounds shall be installed at a uniform coverage rate in accordance with manufacturer's instructions. Apply as soon as possible after finishing and immediately after disappearance of surface moisture sheen, when used to cure freshly placed concrete.
- D. Protect horizontal surfaces from traffic until curing and sealing compound has cured.

END OF SECTION

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 for HMA mixes designated as "Tier 1". Binder from Recycled Asphalt Pavement (RAP) materials shall be between 18 percent and 27 percent of the total mix binder content by weight for HMA mixes designated as "Tier 2". 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

**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 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.

1.04 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.

1.05 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.

1.06 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.

1.07 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.

1.08 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.

1.09 ABANDON EXISTING MANHOLES & DRAINAGE STRUCTURES

- A. The Contractor shall bulkhead any other openings in the structure, remove and dispose of the upper three 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.

1.10 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.

1.11 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 remove from the structure and the structure will be maintained.

1.12 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.

1.13 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 perform for other work, or when an adjacent Hydra-Stop is in operation, to allow this work to be completed expeditiously and safely.

1.14 ABANDON 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 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:
 - 1. At the designated locations, cut the water main.
 - 2. 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.

1.21 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:
 - 1. 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.
 - 2. 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:
 - 1. Stripping of vegetation and topsoil within the grading limits.
 - 2. Clearing of brush and the removal of trees less than four (4) inches in diameter (when approved by the Engineer).
 - 3. Excavation for roadway, curb, sidewalk, drive approaches and driveways.
 - 4. Backfilling behind the curb and adjacent to sidewalks, drive approaches and driveways with Engineer approved material.
 - 5. 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.
 - 6. 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.

1.22 EMBANKMENT

- A. The roadway geometry is proposed for modifications at numerous locations throughout the project, most significantly at the Willits and Chester intersection. This pay item includes furnishing, placement, and compaction of suitable embankment ("fill") material as needed to construct the proposed subgrade or finished grade elevations to accommodate proposed curb, pavement, sidewalk, driveway approach, and lawn/landscaping areas.
- B. All fill placed directly behind new curbing, within pavement areas, and within a 1:1 influence of proposed curb, pavement, sidewalks, or driveway approaches shall meet MDOT Class II sand specifications, shall be placed on firm bearing soils, and shall be compacted to 95% of the dry density per the modified proctor test. In the case that suitable soils are found on-site and excavated as part of other pavement or utility construction, the Contractor may utilize the on-site soils provided

that they follow the recommendations of the City's geotechnical consultant when excavating, storing, placing, and compacting the material.

- C. The Contractor shall be responsible for determining his own volume of excavation and fill for embankment construction necessary 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 included as the contract bid quantity and the final volume of embankment construction required to construct the roadway.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 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.

1.28 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 the project limits where shown on the drawings, or determined to be required during construction. 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.

1.29 COLD MILLING HMA SURFACE

- A. This pay item shall include all labor, equipment, and materials required to perform milling of the existing road surface to the specified depth in accordance with applicable portions of the 2020 MDOT Standard Specifications for Construction.

1.30 PROFILE MILLING FOR SURFACE DRAINAGE, VARIABLE DEPTH (0"-2.5")

- A. This pay item shall include all labor, equipment, and materials required to perform profile milling after the initial uniform-depth mill (2") is completed on the existing road surface. Several areas identified on the paving/grading drawing plan sheets indicate areas where variable-depth milling (0"-2.5" nominal thickness) is required to allow for placement of the uniform-depth HMA wearing course provide positive drainage in the curb/gutter line towards a drainage inlet.
- B. This pay item shall include all labor, equipment, and materials required to perform milling of the existing road surface to the specified depth in accordance with applicable portions of the 2020 MDOT Standard Specifications for Construction.

1.31 PAVT JOINT AND CRACK REPR, DETAIL 7 & 8

- A. These pay items shall include all labor, equipment, and materials required to perform the work in accordance with applicable portions of the 2020 MDOT Standard Specifications for Construction.

1.32 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.

1.33 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.

1.34 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.

1.35 CONCRETE SIDEWALK, VARIOUS THICKNESSES

- 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, furnishing and placement of six (6) inches of compacted MDOT class II sand base, forming, and pouring the concrete sidewalk, and sawcutting the sidewalk joints per the plans.

1.36 CONCRETE SIDEWALK, EXPOSED AGGREGATE, VARIOUS THICKNESSES

- A. Details relative to jointing, mix designs, caulking, and sealer are provided on the details sheet attached to the plans for this project.

- B. The Contractor shall provide a local example of their work using a similar mix design as specified on the plans, or construct a mockup prior to constructing exposed aggregate sidewalk for the project. The exposed aggregate sidewalk shall be sealed after curing.
- C. The unit price for sidewalk installation shall include all materials, labor, equipment and other work necessary for grading, grade preparation, furnishing and placement of six (6) inches of compacted MDOT class II sand base, forming, and pouring the concrete sidewalk, and sawcutting the sidewalk joints per the plans.

1.37 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.

1.38 ADJUST STRUCTURE COVER (CORED)

- A. All existing manhole and gate-well covers that are within the work area that need adjustment, are denoted as receiving a "cored" 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 manhole and gate-well structures shall be included in the price of the new structure, and shall not be paid for under this pay item.
- B. This work shall include all equipment, labor, and materials to provide final adjustment for the structure rims after the final pavement surface has been installed, and to provide a circular, 8" thick concrete collar centered on the casting with a minimum diameter of 5.0 feet.
- C. Unit price shall also include all time and coordination required from the Contractor to assist the City in field verification of all structure locations that require cored adjustment, such that they may be surveyed prior to HMA wearing course placement to document locations and allow for accurate locations to be provided for final adjustment and installation of the concrete collar.

1.39 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.

1.40 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:
1. Within the intersections on the project site that will remain open to cross traffic during the construction period.
 2. Within the intersections on job where sewer or water main work will extend out into the intersections.
 3. 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.
 4. At all sidewalk transition areas, ensuring that pedestrians are safe at all times.
 5. 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.

1.41 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.

1.42 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 each 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:

1. 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.
2. 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.
3. 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.

4. 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) & Detour Plan in the project drawings for additional traffic control requirements.

- C. Project-Specific Traffic Maintenance and Control Requirements:

1. In general, Willits Street, N. Bates Street (south of Willits), and Chester include some underground utility work and full-depth pavement repairs, and will therefore require full partial road closures at some point during the project. There are three (3) private residences at the Northwest corner of Willits & Chester with direct frontage off Willits, which will be impacted by construction and will require driveway access to be maintained at all times. Furthermore, there are five (5) additional residences located at Warren Court (a dead-end street), The City will assist in working with these residents to provide an alternate parking plan when driveway access is not possible. 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 is advised that there are several key driveways that open on to these streets that must remain accessible while this work is occurring. The Contractor shall post signs at each end of the construction zone that will discourage through traffic, but allow local traffic, as needed. The following key driveways are noted:
 - A. At #336 Maple, which is a private parking garage, the sole means of ingress and egress is located on the west side of Bates, just south of Willits. Work shall be phased in order to always maintain this access point for vehicular traffic throughout the project. During the main water installation on Bates, the easterly travel lane for north-bound traffic will be closed. Traffic wishing to access the parking garage will use north-bound Chester to east-bound Willits to south-bound Bates to enter the garage, and south-bound Bates to exit the garage. The Contractor shall phase & gap all work, including underground utility construction and full-depth pavement removal and replacement, within Chester Street and Bates Street, as required to maintain two-way traffic on Chester at all times (including the required egress route for residences on Willits and Warren Court), and one-way south-bound traffic on Bates at all times.
 - B. A vital alley servicing several businesses south of Willits St. has two exits into the construction zone, one on Willits St., and one on Bates St. The alley on Willits St. is a public alley, while the alley on Bates St. is a private alley. Truck traffic will be allowed to enter the alley from Maple, but will be restricted from heading west-bound towards Bates during the water main installation on Bates. The Contractor shall allow all service vehicles using this alley to exit to Willits, and head east-bound to Old Woodward Avenue through the construction zone, in order to leave the public alley. If the Contractor needs to close one end of the alley for a period while concrete repairs are underway (for example), a Type III barricade with a "ROAD CLOSED" sign shall be placed at the point where the alley splits into two, thereby directing all traffic to the other direction.
 - C. Several businesses, residential condominiums, and a private residential street have no other access to their parking areas except through this construction zone. The Contractor shall coordinate and work with all the vehicles that will want to enter and exit the site throughout the work day. The Contractor shall leave the streets safe and passable at the end of each work day.
3. 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.
4. 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.

1.43 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:
 - 1. Saturday or Sunday work for this project shall be charged similar to the other weekdays.
 - 2. 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.
 - 3. 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.
 - 4. 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.

1.44 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.

1.45 IRRIGATION ALLOWANCE

- A. There is a city-owned existing irrigation system within the Oakland Avenue median curb islands. A reference drawing has been provided to help indicate approximate limits of irrigation heads, sleeves, etc., but much of the existing system limits and locations are unknown. There may be some exploratory work required by the Contractor to verify the existing irrigation system's location, depths, etc. and determine if it will be impacted by proposed construction activities. Any time and material work required for exploration of the existing irrigation system shall be paid for under this allowance when under direct supervision of the City Inspector.
- B. This allowance pay item will also be used in the event that repairs or replacement of the irrigation system are required which are not caused by Contractor negligence.
- C. Any unused portion of this allowance pay item will be deducted from the overall net contract amount owed to the Contractor at the end of the project.
- D. For bidding purposes, the allowance shall be the flat amount listed in the proposal section. Any amendment may render the bid invalid.

1.46 PAVEMENT MARKINGS

- A. All pavement markings must be provided to the size and color as noted, and using the material noted. All materials and installation procedures shall comply with MDOT standard specifications.

1.47 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.

1.48 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.

1.49 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.

1. 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.
 2. The barrier material must be visible and solid enough to withstand the pressure from anything piled up against it.
 3. 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.
- F. 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.

1.50 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.

1.51 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.

1.52 SOD, CLASS A

- A. Restoration work of this nature shall be limited to the period of time between May 1st and October 31st 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.

1.53 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., as well as for all proposed catch basin and storm inlets as they are installed.
- C. Furnish and install "Silt Sack" inlet filters, or approved equal.

1.54 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.

1.55 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.

END OF SECTION

APPENDIX – A

SOIL BORING AND PAVEMENT CORE INFORMATION



Report on Geotechnical Investigation

2025 Bates St.-Willits St. Resurfacing Project W. Maple Rd. to Parking Lot No. 6 & N. Chester St. to Old Woodward Ave. Birmingham, Michigan

Latitude 42.546905° N
Longitude 83.217207° W

Prepared for:

**Nowak & Fraus Engineers, Inc.
47777 Woodward Avenue
Pontiac, Michigan 48342**

**G2 Project No. 241017
January 2, 0225**



January 2, 2025

Mr. Brett J. Buchholz, P.E.
Principal
Nowak & Fraus Engineers, Inc.
47777 Woodward Avenue
Pontiac, Michigan 48342

Re: Report on Geotechnical Investigation
2025 Bates St.-Willits St. Resurfacing Project
Maple Road to Parking Lot No. 6 & N. Chester Street to Old Woodward Avenue
Birmingham, Michigan
G2 Project Number 241017

Dear Mr. Buchholz:

We have completed the geotechnical investigation for the proposed pavement resurfacing project for N. Bates Street between W. Maple Road and Parking Lot No. 6 and Willits Street from N. Chester Street to Old Woodward Avenue 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

James L. Berry, P.E.
Project Consultant

JMH/JLB/ljv

Enclosures



EXECUTIVE SUMMARY

The project generally consists of pavement resurfacing of N. Bates Street from W. Maple Road to Parking Lot No. 6, Willits Street between N. Chester Street and Old Woodward Avenue, and N. Chester Street from W. Maple Road to Willits Street, all located within the City of Birmingham, Michigan. These streets are local, generally three or four lanes wide, and have on-street parallel parking within the project limits. The pavements generally consist of Portland Cement Concrete (PCC) base slabs with a Hot Mix Asphalt (HMA) surface. Current plans are to resurface the pavements by cold milling the HMA pavement to a depth of 2 inches and installing a 2-inch thick, single lift, HMA overlay.

The project also includes water main replacement along the east side of N. Bates Street from W. Maple Road to Willits Street. We assume the water main will be installed using open-cut installation methods. It is assumed that maximum excavation depths for the water main will extend up to 8 feet below the pavement surface. No information regarding traffic counts along the roadway alignment was available upon completion of this report.

The HMA pavement ranges in thickness from 2 to 5 inches thick. The underlying PCC pavement measures 5-1/2 to 8-1/2 inches thick at the pavement core locations. Approximately 8 inches of natural gravelly sand aggregate base is present below the PCC pavement within boring SB-1. Clayey sand fill underlies the PCC pavement within boring SB-2 and extends to an approximate depth of 1-1/2 feet. Native granular soils, consisting of very loose to medium compact sand and gravelly sand, are present below the aggregate base within boring SB-1 and clayey sand fill within boring SB-2, and extend to the explored depth of 10 feet. No measurable groundwater was observed within borings SB-1 and SB-2 during or upon completion of drilling 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 and 1-1/2H:1V within the medium compact granular 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.

Planned paving improvements along Willits Street, N Bates Street, and N Chester Street include cold milling the surface to a depth of 2 inches and installing a new single lift HMA overlay, 2 inches thick. Construction of the new water main in the block of N. Bates Street between W. Maple Road and Willits Street will require complete removal of the pavement to the width necessary to accomplish water main installation by conventional methods. It is anticipated that a new HMA section will be installed within the disturbed in conjunction with milling and installation of the overlay over the full width of the roadway.

Conditioning type repairs on the milled base slabs should be performed in accordance with Detail 7 notes in MDOT Standard Plan R-44-G. Full depth slab repairs in the base slabs should be performed in accordance with Detail 8 in the same plan. In the case of N. Bates Street between W. Maple, where the pavement will be removed full depth along the new water main alignment, the recommended full depth repair section consists of 2 inches of 4EML mixture over 3 inches of 3EML mixture, each placed in a single lift. As the entire street will be treated with an overlay, the full repair section will include the 2 inch 5EML top course. It is recommended that a relatively thin layer of new aggregate base course be installed in the water main repair area in order to provide additional stability during paving over the granular subgrade and so as to approximately match the full thickness of the existing pavement section along the route (nominally 12 inches).

Material recommendations for aggregate base course, paving and flatwork concrete and HMA mixtures are contained in the report.

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 generally consists of pavement resurfacing of N. Bates Street from W. Maple Road to Parking Lot No. 6, Willits Street between N. Chester Street and Old Woodward Avenue, and N. Chester Street from W. Maple Road to Willits Street, all located within the City of Birmingham, Michigan. These streets are local, generally three or four lanes wide, and have on-street parallel parking within the project limits. The pavements generally consist of Portland Cement Concrete (PCC) base slabs with a Hot Mix Asphalt (HMA) surface. Current plans are to resurface the pavements by cold milling the HMA pavement to a depth of 2 inches and installing a 2-inch thick, single lift, HMA overlay.

The project also includes water main replacement along the east side of N. Bates Street from W. Maple Road to Willits Street. We assume the water main will be installed using open-cut installation methods. It is assumed that maximum excavation depths for the water main will extend up to approximately 8 feet below existing pavement grades. 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 seven (7) pavement cores, PC-1 through PC-5, SB-1, and SB-2 through the existing pavements within the project limits. Pavement core PC-1 was drilled within the center lane of N. Chester Street, north of the W. Maple Road intersection. Pavement core PC-2 through PC-4 were performed within alternating lanes of Willits Street. Pavement core PC-5 was drilled on N. Bates Street near Parking Lot No. 6, north of Willits Street. Two soil borings were performed on the east side of N. Bates Street between W. Maple Road and Willits Street, at locations SB-1 and SB-2, extending to a depth of 10 feet each. We measured the existing pavement section material (HMA pavement, PCC pavement, and aggregate base) and identified the type and condition of subgrade soils at each location.
2. We performed laboratory testing on samples obtained from the soil borings. Laboratory testing included visual engineering classification.
3. We prepared this engineering report. Our report includes recommendations for pavement rehabilitation 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 determined as part of this investigation. We recommend the soil boring locations of SB-1 and SB-2, be determined by survey measurement 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 locations SB-1 and SB-2. A 4-inch diameter diamond tipped core barrel was used to core the pavement at locations PC-1 through PC-5. 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 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, a G2 staff engineer 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. 8 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. 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 includes N. Bates Street between W. Maple Road to Parking Lot No. 6, Willits Street from N. Chester Street to Old Woodward Avenue, and N. Chester Street between W. Maple Road and Willits Street. Each of these roadways consist of one lane of travel in each direction and on-street parking along both sides of Willits Street and one side of N. Chester Street and N. Bates Street.

The roadways consist Portland Cement Concrete (PCC) base slabs with a Hot Mix Asphalt (HMA) surface. The existing HMA pavements are generally in fair condition with random cracking and minor to moderate secondary cracking and crack spalling. The pavements are crowned, allowing surface runoff water to drain into the adjacent PCC curbs, which further drain into basins and inlets built into the curb line.

The existing HMA pavement overlay ranges in thickness from 2 to 5 inches thick with an average thickness of nominally 4 inches. The underlying PCC pavement measures 5-1/2 to 8-1/2 inches thick at the pavement core locations with an average thickness of nominally 7 inches. Approximately 8 inches of natural gravelly sand aggregate base is present below the PCC pavement within boring SB-1. Clayey sand fill underlies the PCC pavement within boring SB-2 and extends to an approximate depth of 1-1/2 feet. Native granular soils, consisting of sand and gravelly sand, are present below the aggregate base within boring SB-1 and clayey sand fill within boring SB-2, and extend to the explored depth of 10 feet. The granular fill soils are very loose to medium compact with Standard Penetration Test (SPT) N-values ranging from 4 to 20 blows per foot (bpf).

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, and Soil Boring Logs, Figure Nos. 1 through 7, are presented in the Appendix. Photographs of the pavement core samples are included as Figure Nos. 8 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 and upon completion of drilling operations. No measurable groundwater was observed within borings SB-1 and SB-2 during or upon completion of drilling operations. 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 approximately 8 feet below pavement grade. 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.

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 and 1-1/2H:1V within the medium compact granular 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.

Groundwater Control

No measurable groundwater was observed within the soil borings during drilling operations. The proposed water main invert is approximately 6-1/2 feet below existing grades. Therefore, we anticipate

water main excavation will generally be performed in dry conditions. It is anticipated that any groundwater accumulation can be controlled by pumping from properly constructed internal sumps.

Pipeline Support

Based on the observed subsurface conditions and the anticipated invert elevations, we expect the proposed water main will generally be supported on very loose to medium compact granular 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 8 feet be compacted to further densify any loose granular 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 native granular soils 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 IIA sand or approved pipe bedding aggregate 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.

In general, select excavated granular soils may be used for engineering backfill provided these materials meet MDOT Class IIA grading requirements. If the contractor elects to use excavated soils, they should be stockpiled at the site and tested to confirm acceptable gradation per the engineer prior to being reintroduced into the excavations.

PAVEMENT RECOMMENDATIONS

Planned paving improvements along Willits Street, N Bates Street, and N Chester Street include cold milling the surface to a depth of 2 inches and installing a new single lift HMA overlay, 2 inches thick. Construction of the new water main in the block of N. Bates Street between W. Maple Road and Willits Street will require complete removal of the pavement to the width necessary to accomplish water main installation by conventional methods. It is anticipated that a new HMA section will be installed within the disturbed in conjunction with milling and installation of the overlay over the full width of the roadway.

Milling and Overlay Recommendations

Cold milling the existing pavement should be performed in accordance with Section 501 of the MDOT 2020 Standard Specifications for Construction (Standard Specifications). A Cold Milling QC Plan and Cold Milling Operations Plan should be submitted by the contractor for approval ahead of the milling operation. After the surface is milled, it should be thoroughly cleaned by brooming or other methods if

APPENDIX

Soil Boring Location Plan

Plate No. 1

Soil Boring Logs

Figure Nos. 1 through 7

Photographic Documentation

Figure Nos. 8 through 14

General Notes Terminology

Figure No. 15



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2025 Bates

necessary. Before overlaying an old HMA pavement, it should be inspected. The degree of preparation depends upon the condition of the existing surface. Slick, highly polished surfaces, potholes, old patches, cracks and joints may require repairs. At a minimum, the failed areas should be removed and replaced, the potholes properly patched, the cracks cleaned out and the ruts filled, or preferably removed by cold-milling. Old patches that show signs of instability, areas with excess asphalt, or excess crack filler, and areas with loose material should be removed and replaced.

Prior to overlay placement, any existing cracks or joints in the pavement surface wider than 1/8 inch should be cleaned, covered with emulsified tack, then fill with a hand patching bituminous concrete mix. The underlying PCC slabs should also be evaluated. More severe joint or crack repairs should be performed in accordance with Detail 7 as outlined in MDOT Standard Plan R-44-G Concrete Pavement Repair.

Full depth slab repairs in the base slabs should be performed in accordance with Detail 8 in MDOT Standard Plan R-44-G. In the case of N. Bates Street between W. Maple, where the pavement will be removed full depth along the new water main alignment, the recommended full depth repair section consists of 2 inches of 4EML mixture over 3 inches of 3EML mixture, each placed in a single lift. As the entire street will be treated with an overlay, the full repair section will include the 2 inch 5EML top course. It is recommended that a relatively thin layer of new aggregate base course be installed in the water main repair area in order to provide additional stability during paving over the granular subgrade and so as to approximately match the full thickness of the existing pavement section along the route (nominally 12 inches).

Subgrade undercuts, if required, should be evaluated by a qualified engineering technician to determine if subgrade stabilization is necessary. 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 or in accordance with the Standard Specifications. MDOT 21AA aggregate base material is recommended for undercut backfill. 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. Considering the predominantly granular subgrade along the N. Bates Street route, it is recommended that subgrade compaction in accordance with Section 205.03F of the Standard Specifications, be included in the construction notes.

Paving Materials

New aggregate base course along the route, if necessary, should consist of MDOT 21AA crushed limestone.

If localized base concrete slab replacement is included in the project, or for any flat work improvements, MDOT 3500 grade mixtures are recommended. GGBFS substitution should be limited to a maximum of 25 percent, and a maximum water / cement ratio of 0.43 is recommended.

We recommend HMA top course mixtures have a binder content from RAP limited to less than 17 percent of the total binder content (MDOT Tier 1 designation) and have a final binder grade of PG 64-22. Leveling course and base / leveling mixtures should limit binder from RAP to not more than 27 percent of the total binder content (MDOT Tier 2 designation). Final binder grade for these mixtures should be PG 64-22 as well.

All pavement materials are specified within the 2020 Standard Specifications for Construction from the Michigan Department of Transportation. The aggregate materials are described in Section 902. The Portland cement concrete pavement materials are described in section 1002. The HMA pavement materials are described in Section 501.



Regular timely maintenance should be performed on the bituminous 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.

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.

Project Name: N. Bates Street/Willits Street Resurfacing Project

Soil Boring No. SB-1

Project Location: W. Maple Road to Parking Lot No. 6 and N.
Chester Street to Old Woodward Avenue
Birmingham, Michigan

CONSULTING GROUP

G2 Project No. 241017

Latitude: N/A

Longitude: N/A

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)
		HMA Pavement (4-1/2 inches) 0.4							
		PCC Pavement (5-1/2 inches) 0.8							
		Natural Aggregate Base: Brown Gravelly Sand with trace silt (8 inches) 1.5							
				S-1	3 4 4	8			
5			5	S-2	2 2 3	5			
		Very Loose to Loose Brown Sand with trace silt and gravel		S-3	1 2 2	4			
10			10	S-4	4 5 5	10			
		End of Boring @ 10 ft							
15			15						

Total Depth: 10 ft
Drilling Date: December 10, 2024
Inspector: M. Bajorek
Contractor: Triple R Drilling
Driller: R. Rau

Water Level Observation:
Dry during and upon completion

Notes:
N Bates Street
Borehole collapsed at 7 ft after auger removal

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

8B

Figure No. 1

SOIL / PAVEMENT BORING LOG 241017.GPJ 20150116 G2 CONSULTING DATA TEMPLATE.GDT 1/2/25

Project Name: N. Bates Street/Willits Street Resurfacing Project

Soil Boring No. PC-1

Project Location: W. Maple Road to Parking Lot No. 6 and N.
Chester Street to Old Woodward Avenue
Birmingham, Michigan



CONSULTING GROUP

G2 Project No. 241017

Latitude: N/A

Longitude: N/A

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)
		HMA Pavement (2 inches) 0.2							
		PCC Pavement (7-3/4 inches) 0.8							
		End of Boring @ 0.8 ft							
5			5						
10			10						
15			15						

Total Depth: 0.8 ft
Drilling Date: December 2, 2024
Inspector:
Contractor: G2 Consulting Group, LLC
Driller: A. Nolan

Water Level Observation:
Dry during and upon completion

Notes:
Chester Street

Drilling Method:
4-inch diameter diamond tipped core barrel

Excavation Backfilling Procedure:
Cold patch

8B

Figure No. 3

Project Name: N. Bates Street/Willits Street Resurfacing Project

Soil Boring No. **PC-2**

Project Location: W. Maple Road to Parking Lot No. 6 and N.
Chester Street to Old Woodward Avenue
Birmingham, Michigan



CONSULTING GROUP

G2 Project No. 241017

Latitude: N/A

Longitude: N/A

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)
		HMA Pavement (4-1/2 inches) 0.4							
		PCC Pavement (7-1/2 inches) 1.0							
		End of Boring @ 1 ft							
5			5						
10			10						
15			15						

Total Depth: 1 ft
Drilling Date: December 2, 2024
Inspector:
Contractor: G2 Consulting Group, LLC
Driller: A. Nolan

Water Level Observation:
Dry during and upon completion

Notes:
Willits Street

Excavation Backfilling Procedure:
Cold patch

Drilling Method:
4-inch diameter diamond tipped core barrel

8B

Figure No. 4

Project Name: N. Bates Street/Willits Street Resurfacing Project

Project Location: W. Maple Road to Parking Lot No. 6 and N.
Chester Street to Old Woodward Avenue
Birmingham, Michigan

G2 Project No. 241017

Latitude: N/A

Longitude: N/A



Soil Boring No. **PC-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)
		HMA Pavement (4-1/2 inches) 0.4							
		PCC Pavement (8-1/2 inches) 1.1							
		End of Boring @ 1.1 ft							
5			5						
10			10						
15			15						

Total Depth: 1.1 ft
Drilling Date: December 2, 2024
Inspector:
Contractor: G2 Consulting Group, LLC
Driller: A. Nolan

Water Level Observation:
Dry during and upon completion

Notes:
Willits Street

Drilling Method:
4-inch diameter diamond tipped core barrel

Excavation Backfilling Procedure:
Cold patch

8B

Figure No. 5

Project Name: N. Bates Street/Willits Street Resurfacing Project

Project Location: W. Maple Road to Parking Lot No. 6 and N.
Chester Street to Old Woodward Avenue
Birmingham, Michigan

G2 Project No. 241017

Latitude: N/A

Longitude: N/A



Soil Boring No. **PC-4**

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)
		HMA Pavement (4-1/2 inches) 0.4							
		PCC Pavement (7-1/2 inches) 1.0							
		End of Boring @ 1 ft							
5			5						
10			10						
15			15						

Total Depth: 1 ft
Drilling Date: December 2, 2024
Inspector:
Contractor: G2 Consulting Group, LLC
Driller: A. Nolan

Water Level Observation:
Dry during and upon completion

Notes:
Willits Street

Excavation Backfilling Procedure:
Cold patch

Drilling Method:
4-inch diameter diamond tipped core barrel

8B

Figure No. 6

SOIL / PAVEMENT BORING 241017.GPJ 20150116 G2 CONSULTING DATA TEMPLATE.GDT 1/2/25

Project Name: N. Bates Street/Willits Street Resurfacing Project

Project Location: W. Maple Road to Parking Lot No. 6 and N.
Chester Street to Old Woodward Avenue
Birmingham, Michigan

G2 Project No. 241017

Latitude: N/A

Longitude: N/A



Soil Boring No. PC-5

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)
		HMA Pavement (3 inches) 0.3							
		PCC Pavement (7 inches) 0.8							
		End of Boring @ 0.8 ft							
5			5						
10			10						
15			15						

Total Depth: 0.8 ft
Drilling Date: December 2, 2024
Inspector:
Contractor: G2 Consulting Group, LLC
Driller: A. Nolan

Water Level Observation:
Dry during and upon completion

Notes:
N Bates Street

Drilling Method:
4-inch diameter diamond tipped core barrel

Excavation Backfilling Procedure:
Cold patch

8B

Figure No. 7

**Photographic Documentation
2025 Bates-Willits Resurfacing Project
Birmingham, Michigan
G2 Project No. 241017**



Core Photograph of B-1: HMA Pavement = 4-1/2 inches
PCC Pavement = 5-1/2 inches

**Photographic Documentation
2025 Bates-Willits Resurfacing Project
Birmingham, Michigan
G2 Project No. 241017**



Core Photograph of B-2: HMA Pavement = 5 inches
PCC Pavement = 7 inches

**Photographic Documentation
2025 Bates-Willits Resurfacing Project
Birmingham, Michigan
G2 Project No. 241017**



Core Photograph of PC-1: HMA Pavement = 2 inches
PCC Pavement = 7-3/4 inches

**Photographic Documentation
2025 Bates-Willits Resurfacing Project
Birmingham, Michigan
G2 Project No. 241017**



Core Photograph of PC-2: HMA Pavement = 4-1/2 inches
PCC Pavement = 7-1/2 inches

**Photographic Documentation
2025 Bates-Willits Resurfacing Project
Birmingham, Michigan
G2 Project No. 241017**



Core Photograph of PC-3: HMA Pavement = 4-1/2 inches
PCC Pavement = 8-1/2 inches

**Photographic Documentation
2025 Bates-Willits Resurfacing Project
Birmingham, Michigan
G2 Project No. 241017**



Core Photograph of PC-4: HMA Pavement = 4-1/2 inches
PCC Pavement = 7-1/2 inches

**Photographic Documentation
2025 Bates-Willits Resurfacing Project
Birmingham, Michigan
G2 Project No. 241017**



**Core Photograph of PC-5: HMA Pavement = 3 inches
PCC Pavement = 7 inches**

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 (percent by weight)	Minor Constituent (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 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).

Density Classification	COHESIONLESS SOILS 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).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2025

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.

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PRODUCER VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Lyndsay Lee PHONE (A/C, No, Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741 E-MAIL ADDRESS: llee@vtcins.com														
INSURED City of Birmingham 151 Martin St Birmingham MI 48009	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Mid-Continent Casualty Company</td><td>23418</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Mid-Continent Casualty Company	23418	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 25-26 OCP**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 3,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☒ Owners & Contractors	X		04OCP002008705	7/14/2025	7/14/2026	MED EXP (Any one person) \$
	Protective						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	☐ N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Contract #8-25(P), UNDERGROUND, MILLING, CONCRETE, ASPHALT PAVING. Where required by written contract, NOWAK & FRAUS ENGINEERS and 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 are additional insured on the Owners Contractors Protective Liability policy with respects to ongoing operations performed by the named insured. Contractor: Al's Asphalt Paving

CERTIFICATE HOLDER**CANCELLATION**

Nowak and Fraus Engineers 46777 Woodward Ave Pontiac, MI 48342	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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ACORD 25 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2025

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.

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Owners & Contractors ☐ Protective GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		04OCP002008705	7/14/2025	7/14/2026	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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CERTIFICATE HOLDER**CANCELLATION**

G2 Consulting Group
1866 Woodslee Ave
Troy, MI 48083

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2025

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lyndsay Lee
VTC Insurance Group	PHONE (A/C, No, Ext): (248) 471-9947
Troy Office	FAX (A/C, No):
1175 W. Long Lake Ste. 200	E-MAIL ADDRESS: llee@vtcins.com
Troy MI 48098-4960	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Amerisure Insurance Company
Al's Asphalt Paving Co	INSURER B: Westchester Surplus Lines Insurance Co
25500 Brest	INSURER C: Travelers Property Casualty Co of Amer
Taylor MI 48180	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 25-26 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	Y	CPP21274290002	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	Y	CA21274260001	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CU21274300002	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC40003190001	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability			G74358160001	12/31/2023	12/31/2025	Occurrence/Aggregate \$1M/\$2M
A	Installation			CPP21274290002	2/1/2025	2/1/2026	Limit \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Willits and Bates Paving Project - Contract ID #8-25. Where required by written contract, 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 are add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of additional insureds as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham 151 Martin St Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Alan Chandler/LLEE

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COMMENTS/REMARKS

Liability.

OFREMARK

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COMMENTS/REMARKS

Excess Liability

Carrier: Travelers Property Casualty Co of America NAIC #25674

Term: 2-1-2025 to 2-1-2026

Policy Number: EXA887695225NF

Limit: \$4,000,000

OFREMARK

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MEMORANDUM

Department of Public Services

DATE: July 10, 2025

TO: Jana L. Ecker, City Manager

FROM: Scott Zielinski, Director, DPS

SUBJECT: Forestry Division Urban Forest Report

INTRODUCTION:

The Department of Public Services (DPS) provides many services for the residents of Birmingham, including but not limited to the following:

1. Streets: Cleaning, maintenance, snow removal, and pothole repairs
2. Water and Sewer: Maintenance of the system, water main, and sewer repairs
3. Park System: Maintain 26 public parks, trails, and facilities within the parks
4. Trees: Manage trees in parks and along all City right-of-ways

The purpose of the attached Urban Forest Report is to describe how the City maintains its urban forest and all of the complexities involved in managing a system that is home to approximately 25,000 park and street trees.

BACKGROUND:

The City of Birmingham has a comprehensive forestry program that works to ensure the safety of all residents, maintain the health of our forest canopies and enhance the urban forest through careful analysis and science. The City employs a staff that includes trained arborists who have received professional training in tree care.

As the City ages, so does its tree canopy. Change is inevitable, and all living things have a lifespan. The City spends a significant amount of time identifying distressed trees (due to tree rot or disease) or those in need of additional care or removal. When a tree is removed, the City works diligently to quickly replace it, ensuring the overall tree canopy remains a wonderful urban forest for current and future generations. The City's efforts in this area have resulted in its recognition as an active member of Tree City USA for the past 47 years and as the recipient of the Tree City USA Growth Award in 2024.

The attached Urban Forest Report outlines the activities of the Forestry Division. It explains how they collaborate with residents to educate them about street trees and promote the continued health of our urban forest.

LEGAL REVIEW:

The DPS engages the City Attorney as needed with aspects of our forestry program including a review of any Requests for Proposals for tree planting or forestry services, illegal removal of City trees (which we enforce heavily with fines), the contesting of removals of trees deemed by the City to be a hazard, and other items that may arise concerning the urban forest.

FISCAL IMPACT:

Birmingham invests significantly in its forestry program, including the maintenance of all City trees, removals as necessary, and reforestation through the planting of a new supply of diverse and approved tree species in the spring and fall of every year. Over \$1 million annually is allocated across several accounts, including major and local streets, parks, and property maintenance, to achieve what we believe is one of the best urban forest communities in the state.

SUSTAINABILITY:

As mentioned, the City aggressively replaces trees twice a year. Many of the trees are native varieties, with consideration given to species diversity as well. Diversification is important to prevent disease from eliminating an entire area of forest. Many may remember the ash tree and/or elm tree tragedies that resulted in a completely different look and feel to neighborhoods and communities due to the removal of all trees along the streetscapes.

Our program replants trees in areas where trees have been removed whenever possible, actively searches for areas lacking in tree canopy, and aims to plant as many trees as have been removed year to year.

DESIGN CONSIDERATIONS:

As we consider the type of trees to plant in various locations, we utilize the “right tree, right place” method. City staff arborists visit each planting site to assess conditions, which include the size of the planting location, any overhead utility lines, and the variety of trees in the surrounding area. Staff use an approved list of tree species to select trees that are suitable for the location. This list is regularly reviewed and updated to reflect new diseases affecting specific species or other tree health concerns.

PUBLIC COMMUNICATIONS:

- City website and social media are regularly updated
- Tree planting, tree removal, and watering/tree care postcards and door hangers
- Quarterly Forestry updates in the City Manager's report
- Phone calls, emails, GovPilot responses and discussions with residents, developers, architects, business owners, and other interested parties
- City-sponsored events such as the DPS Open House and the Arbor Day celebration

SUMMARY:

Note the linked report contains more detailed information.

ATTACHMENTS:

[City of Birmingham Forestry Division's Urban Forest Report](#)
[Tree ordinance under Chapter 118 - Vegetation](#)

SUGGESTED COMMISSION ACTION:

No action recommended.

City of Birmingham Forestry Division

Urban Forest Report

Public Services Director: Scott Zielinski
Parks and Recreation Manager: Carrie Laird
Public Services Manager: Charles Markus
Forestry and Environment Foreman: Brendan McGaughey
Parks and Recreation Foreman: Brad McNab
Parks and Forestry Specialist: Brandon Wynn



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- Tree Evaluations
- Street Tree Trimming Program
- Site Plan Reviews
- Tree Planting Program
- Tree Replacement
- Community Engagement & Outreach
- Forestry Recognition
- Advanced Training & Credentials

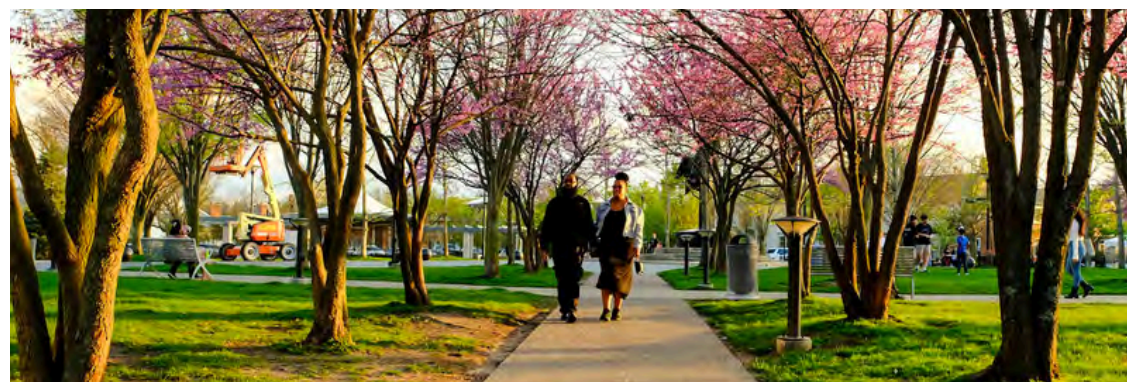


BIRMINGHAM
A WALKABLE CITY





The City of Birmingham's Parks and Forestry Division maintains approximately 25,000 park and street trees throughout the City that make up our urban forest. The division is housed within the Department of Public Services (DPS) located at 851 S. Eton Street. Parks and Forestry is responsible for the preservation and future of the urban forest, and prides itself on providing the best community service and care for trees within the City.



The Forestry Division functions within the DPS with four arborists on staff who are certified through the International Society of Arboriculture (ISA). Forestry staff provide care in the best interest of the City of Birmingham's urban forest, and work to honor the Code of Ethics established by the ISA while conducting business. Staff are trained to mitigate issues and concerns related to trees in City parks as well as street trees that line Birmingham's local and major roadways. Interacting, informing, and working with the public is a primary goal of forestry staff. Communicating the social, economic and environmental benefits of trees helps to encourage and foster a stewardship that cements a sustainable future for the trees that make up the urban forest.



Day-to-Day Operations

The Forestry Division’s day-to-day responsibilities include:

- Responding to resident requests via phone, email and the GovAlert system,
- Checking on and evaluating trees with regard to tree trimming, damage, visibility concerns, dieback or concerns for overall tree health,
- Addressing inquiries regarding the City’s planting program,
- Communicating with residential and commercial contractors,
- Elevation trimming off sidewalks, signs and streets
- Trimming park trees

When requests exceed the limitation of City equipment, the City’s forestry contractor, J.H. Hart, is tasked with performing the requested work. J.H. Hart’s scope of work includes: tree removal, stump grinding and routine street tree pruning under the direction of the staff arborist.

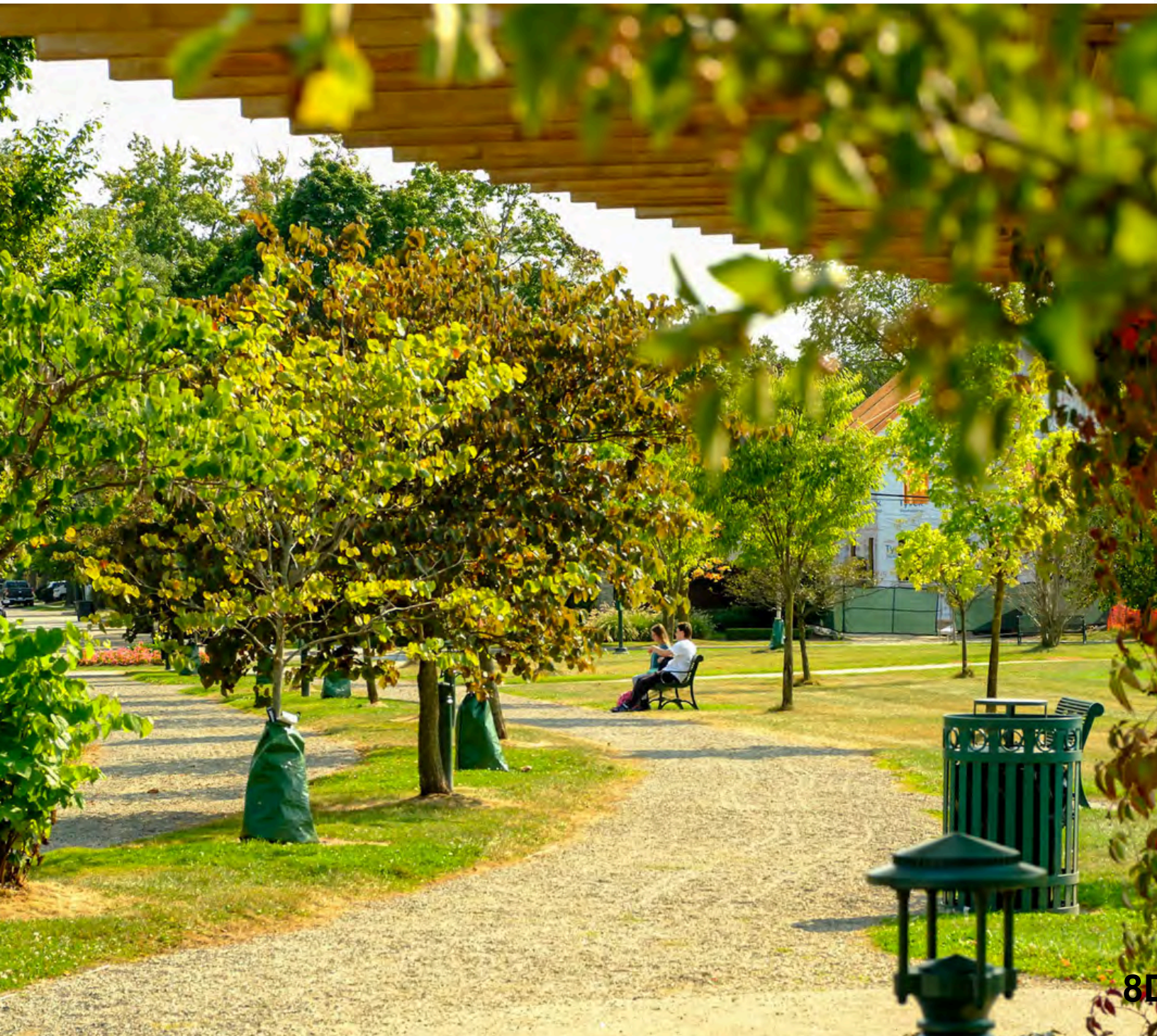
Tree Ordinance - Chapter 118, Vegetation

Forestry staff follow the City’s tree ordinance, [Chapter 118 – Vegetation](#), when addressing resident and contractor tree concerns. The ordinance was adopted in 2003 and outlines the protection of public and private trees, the maintenance of trees, the enforcement of nuisance vegetation, and the management of infectious diseases on trees. It also establishes requirements relating to the City’s urban forest.



Street Tree Management Data

The City contracts with The Davey Tree Expert Company to maintain an inventory of City trees. Of the City’s 25,000 public trees, more than 17,000 are inventoried in the Citywide tree software system – Davey Tree Keeper (DTK) application. The application is monitored and updated by City staff and representatives of the Davey Resource Group (DRG).



15,000
Street Trees

+

10,000
Park Trees

=

25,000
Public Trees

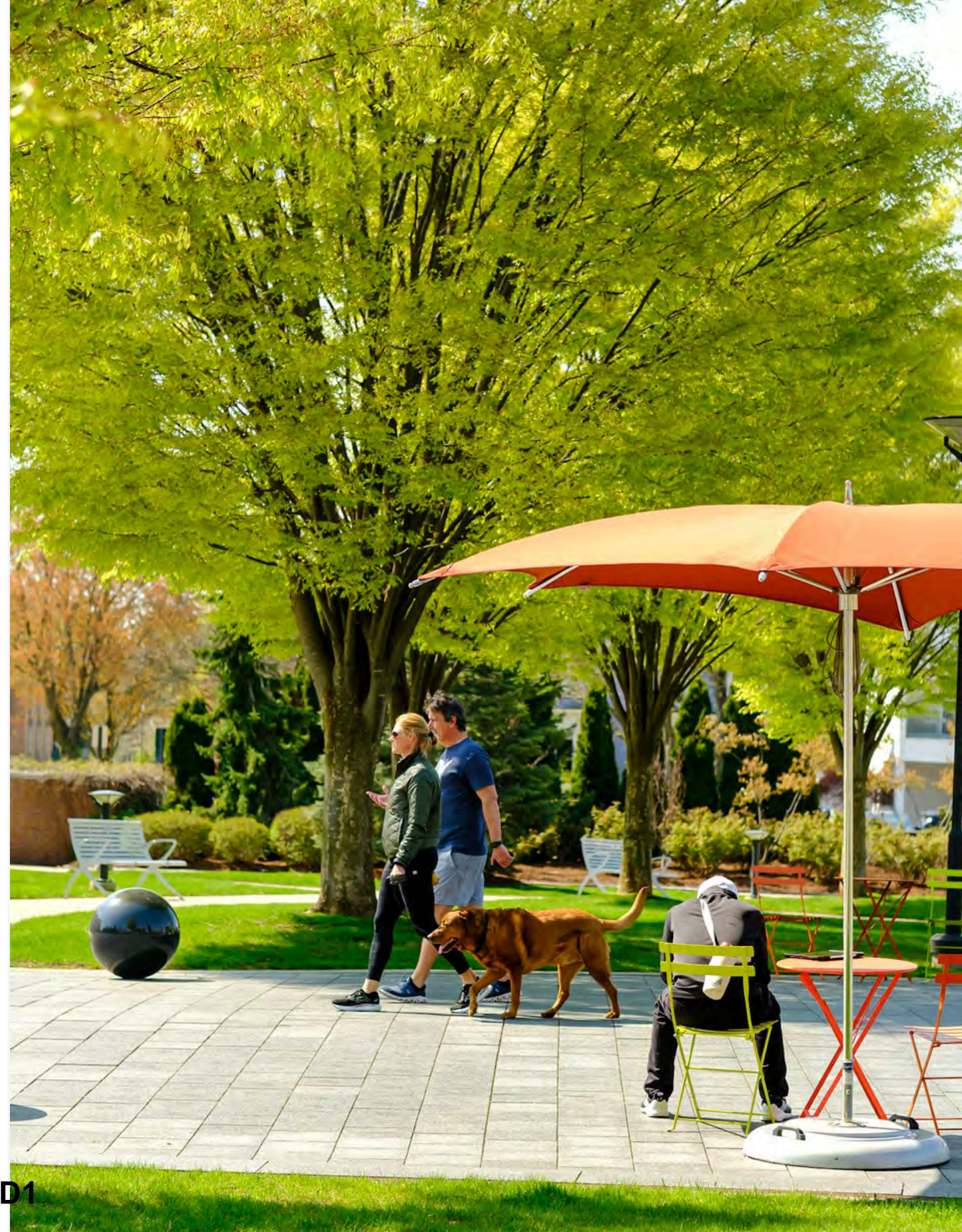
Tree Evaluations

Tree evaluations may be prompted by resident requests, storm damage responses, site plan reviews or for other various reasons. Street and park trees are evaluated by a Tree Risk Assessment Qualified (TRAQ) arborist. A tree's condition can range from excellent to critical based on the arborist's evaluation. Visit bhamgov.org/treecare for detailed information regarding the tree evaluation process. City trees that are in poor health or pose a risk to the public are listed for removal. If removal is determined necessary, City staff contacts adjacent property owners to discuss the process of removal, stump grinding and replanting.

A tree's history (2012 through present day) can be viewed by City staff in the DTK application. Each tree has a unique identification number and is easily traceable. City staff have the ability to access existing tree data as well as edit or add data for each tree based on multiple categories. Each ID lists:

- The specific tree's common and botanical name,
- Diameter of tree trunk measured at breast height,
- Current and past condition of the tree's health,
- Identifies and updates hazard assessments performed by a City staff member or DRG.

(continued on next page)



Tree Evaluations (continued)

Arborists use tools during inspections to assist in identifying different conditions that are not visible to the naked eye. Tools include: rubber mallet, monocular, D-tape (diameter tape), measuring utensils, and probing devices. Examples of observations to determine the condition of a tree include:

- Early leaf drop,
- Late leaf production,
- Limb breakage,
- Signs of stress,
- Fungi growth,
- Decay cavities,
- Improper mulching

The DTK application allows for easy grouping and breakdown of the condition of all documented trees, including hazard and risk assessment data. The application allows City staff to track the genus diversity of street tree species and adjust each site ID when there are site changes. For example, when a tree is removed, the site ID can be changed to show the tree species has been removed and only a stump remains, indicating the need for stump removal. Following stump removal, the system is updated to show a vacant site now exists and lists next steps to replant a tree in that location. The application provides staff with each site's specific attributes, site conditions such as overhead utilities, and assists in asset planning for vacant gaps in overall tree canopies as well as species diversification.





Street Tree Trimming Program

The City’s Urban Forest Master Plan, created in 2012, establishes a routine street tree trimming program that divides the City into yearly trimming quadrants, allowing for all street trees to be trimmed every 7-8 years. City staff respond to and evaluate requests to have trees trimmed outside of the routine cycle.

Site Plan Reviews

City staff receive approximately 200 site plan reviews each year for residential and commercial properties. The City reviews each plan for compliance with City ordinances such as requirements for City tree protection, as well as specifications on private trees during construction and excavation. The Forestry Division works with Code Enforcement when an issue arises relating to the health of City trees due to an ordinance violation.

Tree Planting Program

The City of Birmingham has a biannual tree planting program (spring and fall) that has been in place for many years. This program exists to replace removed trees, fill in canopy gaps, and populate City parks with trees. A City staff arborist oversees the entire planting process from tree arrival from the nursery to the final mulch placement. This ensures that contractors selected through an RFP process are using proper planting techniques that follow the American National Standards Institute (ANSI) A300 standards. Staff arborists ensure the proper species is planted, the removal of root ball wrapping, proper planting depth is achieved and that mulch is properly placed.

Tree Replacement

When trees are removed, the Forestry Division’s goal is to plant replacement trees within one year. The City arborists are tasked with identifying suitable planting locations as well as selecting tree species for all plantings. Visit bhamgov.org/treecare to view detailed information regarding the tree removal and replacement process, including spring/fall tree planting and species selection.

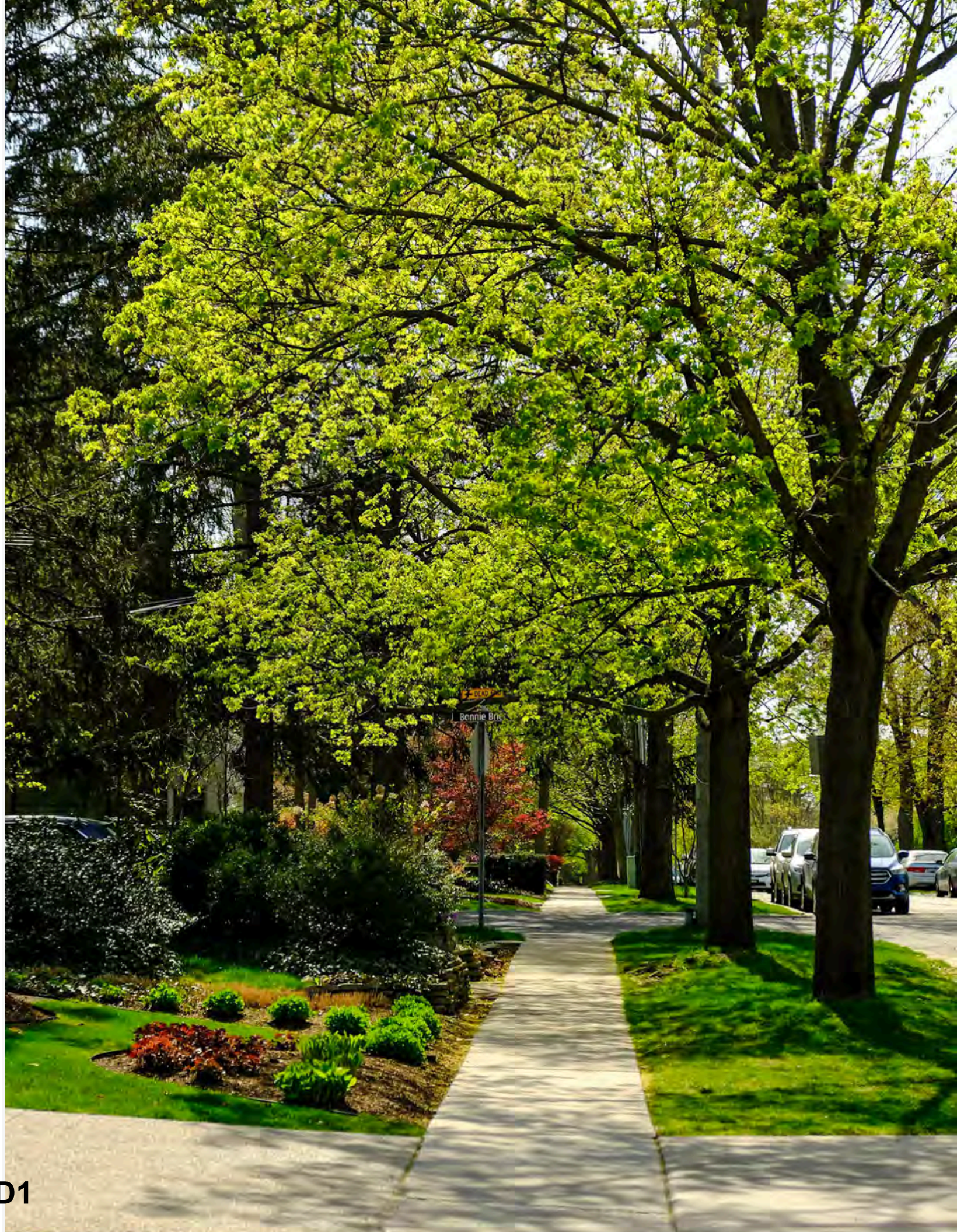
Community Engagement and Outreach

Community engagement and stewardship is a vital component to the growing environment and sustainability of urban trees. The Forestry Division strives to involve and educate the public on all topics pertaining to conditions, care and maintenance of the trees that make up Birmingham’s urban forest as well as City standards and best practices for maintaining a healthy urban forest.

In recent years, forestry staff have improved communication with the public pertaining to tree removals and tree plantings. When a tree is identified for removal, they explain the evaluation and decision making process. When trees that are not suitable for urban conditions are identified for removal, such as silver maples and norway maples, an explanation is provided as to why such species are on the prohibited list.

The forestry team provides ample notice to residents regarding upcoming tree plantings and encourages their input on tree selection. This input guides staff in purchasing trees that are suitable for the area and that homeowners will be excited to view adjacent to their homes for years to come. Although not every request can be accomodated, this new process allows for greater stewardship among residents and reassures the homeowner that the Forestry Division values their input on trees.

(continued on next page)



Community Engagement and Outreach (cont.)

Homeowners are provided with a tree care guide with information pertaining to the maintenance and care of the newly planted tree. Topics that are covered include:

- Proper watering and mulching techniques,
- Avoidance of mechanical damage caused by lawn equipment,
- Information on the general pruning cycle set by the City.

In the spring of 2025, resident input resulted in the selection of 35 different types of tree species and varieties to fill vacant areas throughout the City. This makes the spring 2025 planting project the most diverse tree species selection in recent history.



City Events

Forestry staff personally engage residents at the following City events and activities:

ARBOR DAY

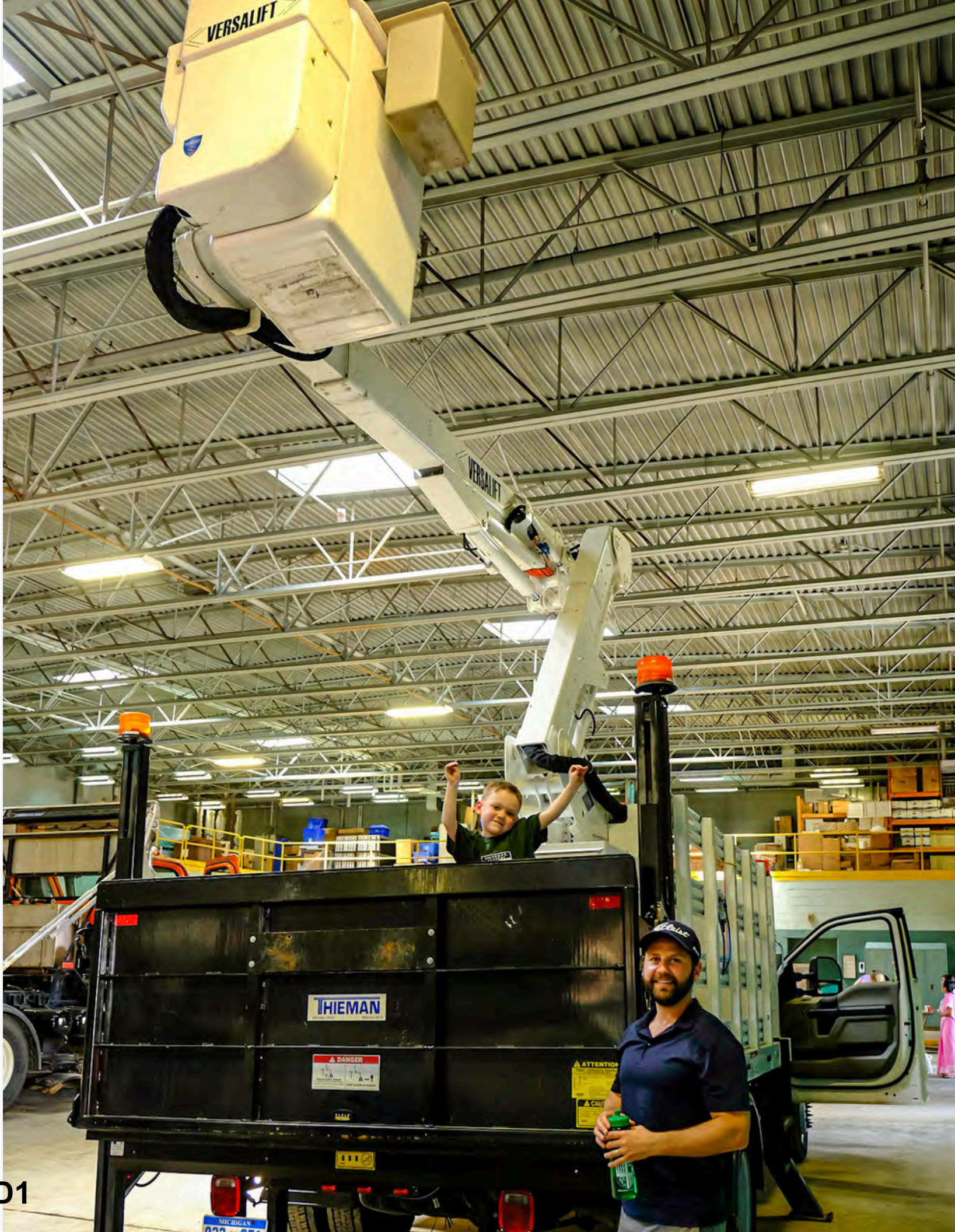
Every year, the Parks and Forestry Division collaborates on the annual Arbor Day planting ceremony typically held on the third Friday in April. Arbor Day is celebrated worldwide every year and Birmingham rotates the planting location throughout the City with the help of local schools and organizations.

In 2024, students of the Quarton Elementary School gathered at the Oak Street tennis courts to plant a Michigan native Hackberry tree. Birmingham’s Mayor attended to read the Arbor Day Proclamation and students were tasked to read a poem they had written about trees. In 2025, the Forestry Division held the annual ceremony in conjunction with the City’s bring your child to work day event. The 2025 ceremony also marked the first time multiple trees were planted on Arbor Day. With the help of City staff and their children, a native Tuliptree was planted along with 3 Heptacodium (Seven Sons Flower trees) in Martha Baldwin Park at the Southfield and Maple road intersection. The decision to plant multiple trees stemmed from the desire to populate the park area and be able to involve more hands-on engagement from the attendees. Both trees were chosen based on the benefits they provide to pollinators.



DPS Open House

In 2024, forestry staff put together an informative display table and talked with residents and attendees during the annual DPS Open House event. The table had information on proper mulching techniques, invasive pest awareness and information pertaining to industry care standards set by ISA. This year, the forestry table evolved with the addition of items for the public to view, including tree growth ring samples, heartwood decay examples and hands on species identification. City staff are also looking at further opportunities to engage the public at this event with potential pyrographed City logo tree pucks, informational handouts and sapling/seed giveaways.





Birmingham Hometown Parade

The forestry staff also showcase equipment used to maintain the urban forest at various events throughout the year. Having a forestry staff member wave to attendees from the top of the Highranger bucket truck is a highlight of the Birmingham Hometown Parade.



Public outreach also includes the City’s social media and Constant Contact e-notification platforms to communicate schedules pertaining to work zones, lane blockages or road closures that are required during tree maintenance operations. Highlights of the Forestry Division’s work are also showcased on social media, ranging from the planting program to Arbor Day events, as well as employee recognition.

Further communication improvement between the Forestry Division and the public is an ongoing goal to promote community stewardship of our urban forest. Engagement and education of the public is also a primary goal to ensure the continued health of our urban forest.



National Forestry Recognition

The City has been recognized as a Tree City USA recipient since 1977. Each year staff submits an application which confirms the City meets four requirements to receive the designation:

- 1. Have a designated forestry budget pertaining to the maintenance and care of existing and new trees.
- 2. Have a tree ordinance.
- 3. Observe Arbor Day annually with the proclamation signed by the Mayor.
- 4. Have a Forestry Division or tree board that oversees the urban forest management.



The City was also awarded the Growth Award for the first time in 2024. Tree City USA municipalities are eligible to take the next step in showcasing their forestry program by applying for the award. Award criteria includes:

- tree planting quantities for the year,
- employee achievements,
- training standards,
- improvement in the overall forestry budget.

The City of Birmingham is one of only 57 cities in the State of Michigan that received the Growth Award. The City is proud of this achievement as it showcases our commitment to the urban forest of Birmingham. Recognition is important for the Forestry Division to show the public the importance of public trees and recognize their support and efforts in ensuring the sustainability of the urban forest. In the coming year, the City will apply for accreditation from the Urban and Community Forestry Society (UCFS) as well as the Arbor Day Foundation's Tree Cities of the World Program.



Advanced Forestry Training and Credentials

City staff are encouraged to continue their forestry education through advanced training and credentialing programs in order to better serve the community. The City has recognized four staff arborists that have completed the ISA certified arborist test, as well as other ISA and Tree Care Industry Association credentials. Staff members have attended and graduated from the UCFS Municipal Forestry Institute, a week-long call to urban foresters from around the world for learning and engaging in hands-on training workshops that develops a deeper understanding of urban forestry to aid in communities throughout the world. In 2025, the City had its first staff member elected to serve as Executive Director on the ISA Michigan Chapter Board of Directors. The announcement was made during ISA Michigan’s 2025 Arborcon in Lansing during February. This role and recognition allows Birmingham to be at the forefront of the ongoing efforts the arboricultural industry has on the tree canopy throughout the State of Michigan.

Learn more

Learn more about the City of Birmingham’s Forestry Division at bhamgov.org/forestry or call (248) 530-1700.



Parks and Forestry Specialist Brandon Wynn is a certified arborist and holds several advanced forestry certifications and qualifications, including Certified Treecare Safety Professional from the Tree Care Industry Association, and Tree Risk Assessment Qualification from the International Society of Arboriculture.





MEMORANDUM

Department of Public Service

DATE: July 9, 2025

TO: Jana L. Ecker, City Manager

FROM: Scott D. Zielinski, Director DPS

SUBJECT: Landscapers Code of Conduct

INTRODUCTION:

The Commission has requested that the City consider establishing a code of conduct for landscaping contractors in the City. There are existing codes of conduct for builders and landlords in the City of Birmingham.

BACKGROUND:

The City of Birmingham is made up of approximately 10,000 parcels of property between municipally owned, non-residential and residential properties. At this time there are no business license or permit requirements to perform landscaping services of any level within the City limits. The City currently has two codes of conduct, one for builders, and one for landlords.

The City has had a builder's code of conduct for over 20 years. This has been used to ensure that all builders were aware of the City Code and ordinances that applied to them. The City regularly interacts with builders due to the amount of required inspections and permits in order to work within the City. The Builders Code of conduct is available on the City web page:

https://www.bhamgov.org/about_birmingham/city_departments/building_department/a_builder_s_code_of_conduct.php

In 2023 the City instituted a code of conduct for landlords. Letters were sent out to all known landlords within the City and as properties register for rental licenses we invite new landlords to pledge to follow the voluntary code of conduct. Rental inspections are required, the City therefore interacts with the rental property owners on a regular basis. The Landlords Code of Conduct can be found on the City website:

https://www.bhamgov.org/about_birmingham/city_departments/building_department/landlord_code_of_conduct.php

The Department of Public Services (DPS) was asked to review a potential landscapers code of conduct. The DPS reviewed the type of standards we could hold landscapers accountable for in a code of conduct. Items could include; hours of operation, street parking standards, use of products such as fertilizers and pesticides, and including how they should handle debris from operations.

The DPS contacted members of SOCPWA (Southeastern Oakland County Public Works Association) to see if other member communities had similar codes of conduct for landscape companies. All cities that responded confirmed that they did not have codes of conduct for landscapers and landscapers are not required to be registered with any of the cities. Therefore, there is no direct interaction with landscapers in order to share a code of conduct in an efficient manner with all of the various companies. The DPS was informed that most landscapers are held accountable of their actions if observed in violations of their city regulations through ticketing if applicable either by police or code enforcement.

As noted earlier, the City does not currently have any permitting or licensing requirements of landscapers to work inside the City limits. At this time the City cannot confirm how many landscaping companies work in the City or how many of the approximately 10,000 parcels use contracted companies. As many smaller companies do not even have logos on equipment or require uniforms for their staff that identify their company, it is difficult to identify separate companies, or individuals that may work on their own to perform landscaping in the City. Given these factors, the City does not have an efficient way to regularly contact or interact with all of the landscapers that work within the City.

Currently the City's main interaction with landscaping companies is limited to contact if there is a City Code violation, in example; if they are exceeding the noise limits or working outside of the posted working hours for the City, or are observed placing landscaping bags at the curb early. These interactions are mainly conducted by Code Enforcement and are complaint driven.

At this time the DPS does not recommend the institution of a landscaper code of conduct, due to the vast number of properties, a lack of staffing specific to education and enforcement of such a code of conduct, and the inability to identify and distinguish between companies that are working in the City in an efficient manner.

LEGAL REVIEW:

The City Attorney has reviewed this recommendation without objection.

FISCAL IMPACT:

There is no additional cost as Code Enforcement is already responding to complaints of violations of the City Code. If a code of conduct was adopted, the addition of labor required to educate and enforce such policy would require an increase in overtime by current staff as it would take away from current staff activities, or additional staff would be required to properly review and patrol the City with this purpose.

SUSTAINABILITY:

Adopting a code of conduct would require patrolling and making regular contact with all landscape contractors, which would require additional fuel to patrol the City. Enforcement of the policy may assist in limiting the use of pesticides and fertilizers.

DESIGN CONSIDERATIONS:

Discussions were held internally and with members of SOCPWA to review items that could be included within a code of conduct, and methods to reach out to landscaping companies working within the community. Members of SOCPWA noted concerns with the amount of resources

required to implement and enforce either a mandatory code of conduct or a voluntary code of conduct.

PUBLIC COMMUNICATIONS:

If the City were to implement a landscaping code of conduct, there would need to be a social media campaign, posting in the paper, and staff dedicated to patrol and monitor landscapers found working in town.

SUMMARY:

After consulting with other communities through SOCPWA it is not recommended to adopt a new code of conduct for landscapers. Code Enforcement addresses key concerns such as noise related items, improper work hours, or improper disposal of debris. There is no efficient way to identify or contact all potential landscapers working within the City.

ATTACHMENTS:

N/A

SUGGESTED COMMISSION ACTION:

To take no further action at this time;

OR

To make a motion adopting a resolution to have City Staff create a voluntary code of conduct that will be posted on the City website, and when possible educate companies of the existence of the voluntary code of conduct, providing them the opportunity to pledge their commitment to follow the code.

Fwd: Wimbledon Dr cape seal assessment

1 message

Jana Ecker <Jecker@bhamgov.org>

Mon, Jun 23, 2025 at 4:05 PM

To: Alex Bingham <abingham@bhamgov.org>, Cory Borton <cborton@bhamgov.org>, Mark Akram <makram@bhamgov.org>, Melissa Coatta <mcoatta@bhamgov.org>

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

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

From: **Therese Longe** <tlonge@bhamgov.org>
Date: Mon, Jun 23, 2025 at 3:49 PM
Subject: Fwd: Wimbledon Dr cape seal assessment
To: Jana Ecker <Jecker@bhamgov.org>

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

From: <tsunamii@ameritech.net>
Date: Mon, Jun 23, 2025, 3:38 PM
Subject: Wimbledon Dr cape seal assessment
To: <tlonge@bhamgov.org>, <cballer@bhamgov.org>, <kschafer@bhamgov.org>, <ahaig@bhamgov.org>, <bhost@bhamgov.org>, <along@bhamgov.org>, <jemerine@bhamgov.org>
Cc: <kathleenmcinerney@comcast.net>, <tim.c.bradley@gmail.com>

All,

Thank you for revising the original assessment from 85% to 50% for residents with their address on

Wimbledon. As you know, originally the assessment for side property was 25%. I have not seen an official revision for that assessment. If you use the same proposal revision, I believe that the assessment would be 14.5%. If it remains, the assessment for properties like our would be excessive.

My husband, Charles Miller and I have lived at 147 Abbey for 40 years. Our property borders Abbey, Wimbledon and Twin Oaks. As you can see, the side property assessment is significant for us. I have driven around Poppleton Park area and there are quite a few residents who will be negatively affected if the assessment stays at 25%.

I am hoping that this is resolved before petitions and emails start all over again. Please include this in the meeting this evening.

Sincerely,

Rita Rossi

Charles G. Miller, III

147 Abbey

Renaming Pumphouse and West Lincoln Well Parks

1 message

russwdixon via City Commission <city-commission@bhamgov.org>

Mon, Jun 23, 2025 at 11:37 AM

Reply-To: russwdixon@aol.com

To: city-commission@bhamgov.org

Cc: jecker@bhamgov.org, lpielack@bhamgov.org, szielinski@bhamgov.org, claird@bhamgov.org

Greetings!

A mailing from Engage Birmingham noted a desire to solicit input from residents regarding the renaming of the subject parks. While citizen input is integral to the process, I doubt that most residents have any context to evaluate or propose a name. Humor and novelty is appropriate when naming a police dog or street sweeper, but I'd suggest that renaming part of the city infrastructure should include more academic rigor. Ms. Leslie Pielack indicated to me that other city departments have made inquiries of the Museum which is encouraging.

In my lifetime Hanley Court was constructed to honor a former long time City Clerk, Brownell was renamed Peabody, and former Mayor and Commissioner Scott Moore suggested naming the Allen House site for John Hunter when the old boulevard was renamed. Hopefully this tradition can be continued.

The City Codes notes that "Th Birmingham Museum will explore meaningful connections with our past to enrich...character...sustainability." I would hope that the Museum Board can play a meaningful role in this process.

Respectfully submitted,
Russ Dixon

--

You received this message because you are subscribed to the Google Groups "City Commission" group.

To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.

To view this discussion visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/2092904507.817709.1750693049832%40mail.yahoo.com>.

Potential Community Survey

1 message

Mathew Britt <mathewryanbritt@gmail.com>

Tue, Jun 24, 2025 at 10:06 AM

To: city-commission@bhamgov.org

Cc: Jana Ecker <jecker@bhamgov.org>

Dear Commissioners,

To ensure we accurately capture the wants and needs of our residents in a community survey, I recommend engaging a professional market research firm with expertise in conducting surveys of this nature. Given the survey's potential impact on the city's future, leveraging specialized knowledge will help ensure comprehensive and unbiased results.

While our city staff is highly capable, this type of survey requires specific expertise that an external firm can provide. Currently, much of the feedback received by the commission comes from a small, vocal minority, often focusing on concerns. I believe the majority of residents are satisfied with the city's direction but may not feel compelled to share positive feedback. A professionally designed survey can help us better understand the broader community's perspective.

Thank you for considering this approach. I'm confident it will provide valuable insights to guide our city's future.

Best regards,

Mat Britt
1226 Henrietta

--

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To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CANHhcB0ozY7h9VxRoDkB3CcEs5-mHK_uj9XGUKX9vXkiiky%3D6Q%40mail.gmail.com.

Residents of 327 N Old Woodward Avenue
Employees of 325 N Old Woodward Avenue
Birmingham, MI 48009

June 16, 2025

Birmingham City Council
Birmingham, MI 48009

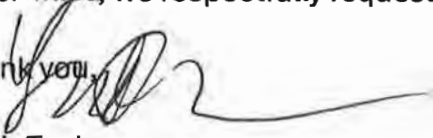
Dear Members of The Birmingham City Council,

I am writing to you on behalf of the residents of 327 North Old Woodward Avenue and the employees of 325 N Old Woodward Avenue buildings. All of us park in the same underground garage. As residents, many of us go in and out several times a day. On a few instances, our vehicles have been damaged, and the resulting exorbitant cost of repairs has led us to write this letter.

There is one parking spot on the surface lot, directly across from our garage entrance, that makes it extremely difficult to maneuver the turn from The Willits Street entrance into our garage. Many people now drive larger SUV's and pick-up trucks, one or the other of which always seem to be parked in that particular spot, exacerbating the problem. In addition to the stress and inconvenience of trying to navigate this daily, we believe this situation presents a clear and present danger. It eliminates all visibility to the right and on more than one occasion a car has been traveling in the wrong direction resulting in several near miss collisions that I am aware of.

Given the large multi-level parking structure and extensive surface lot spaces which are never filled, we respectfully request this one parking space be eliminated.

Thank you,



Linda Taubman
President of the Homeowners Association

lstaubman@aol.com
cell: 248-515-3383

Rodney M. Lockwood, Jr.

January 8, 2025

Janet Ecker, City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Dear Ms. Ecker,

Attached is a Petition for the Establishment of a Citizens' Advisory Committee for Tree Preservation, along with a compilation of 159 signatures obtained at this time.

I respectfully request the City Commission place on the agenda a consideration of the request at the next meeting scheduled for July 14th. I, along with others, will be attending the meeting to present details on the petition and to answer any questions the Commissioners may have.

Thank you for your consideration.

Sincerely,



Rodney Lockwood

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.

1. Full Name

2. Birmingham Street Address (numbers and street only)

3. Email Address

This content is neither created nor endorsed by Google.

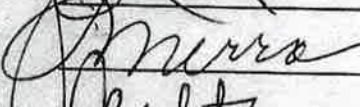
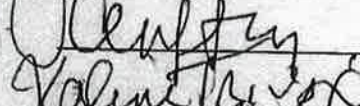
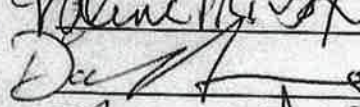
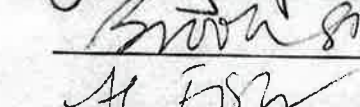
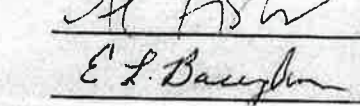
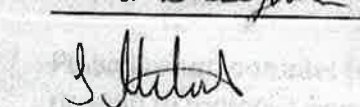
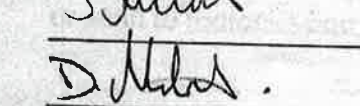
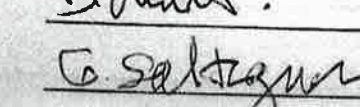
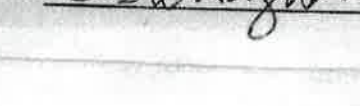
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We respectfully request that this Advisory Committee:

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
	428 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

12

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Signature	Address	Date
SUMAN SARKAR	280 ARLINGTON ST	05/18/2025
Niharika Rander	280 Arlington St	05/18/2025
K. M. M. M.	261 Shirley	5/20/2025
P. M. M.	361 Shirley	5/18/25
A. M. M.	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. M. M.	377 ARLINGTON ST.	5/18/25
M. M. M.	377 ARLINGTON ST.	5/18/2025
(Signature)	730 ARLINGTON	06/06/2025
Robert W Myers	730 Arlington	6/6/2025

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Signature	Address	Date
Kristy A. Barnett	915 Harmon St	5/25/25
[Signature]	915 Harmon St	5/25/25
[Signature]	1047 N. Old Woodward Ave #3	6-5-25
[Signature]	1037 N. Old Woodward #2	6-5-25
Cynthia J. Jink	915 Harmon, Birmingham, AL 35216	6-25
[Signature]	1037 N Old Woodward	8-20-25
[Signature]	1041 N Old Woodward	06/25
Alex Kaul	1041 N Old Woodward	06/25
* Anne Hepler	779 Remondet	6/25
[Signature]	404 BALDWIN RD.	6/25

10

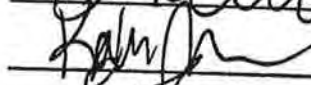
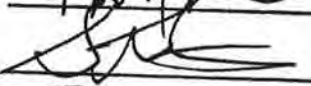
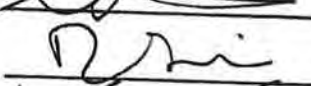
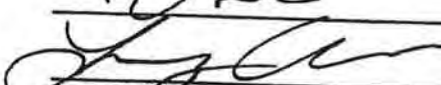
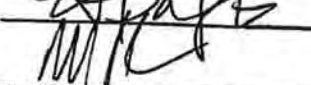
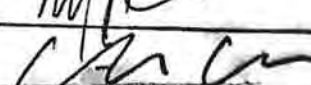
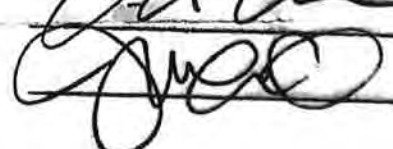
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Signature	Address	Date
	1923 Fairview Street	5-8-25
	651 Davis Ave.	5-8-25
	647 Lakenview Ave	5-8-25
	1505 Holland St	5-8-25
	1505 Holland St	5-8-25
	1025 Willow Ln	5-8-25
	680 Rivendark St	5/8/25
	1196 Lakeside Dr.	5/8/25
	1025 Willow Ln	5/8/25
	1939 Fairview St	5/8/25

3

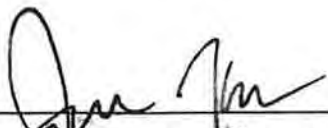
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Signature	Address	Date
	515 Linden	5-8-25
Annie Durkin	1196 Lakeside	5/8/25
Al Well	1923 Fairview	5/8/25

21

Electronic Signature	Timestamp	Full Name	Birmingham Street Address (numbers and street only)
	5/15/2025 15:28:14	Jasmina Hranisavljevic	768 Smith
	5/15/2025 15:32:11	Cole Seiler	1010 Bennaville
	5/15/2025 17:48:20	Lisa Schwartz	1027 Suffield Ave
	5/15/2025 19:03:04	Rena Lewis	1009 Suffield
	5/15/2025 19:04:53	Susan Potoczak	575 Larchlea Dr
	5/15/2025 19:10:14	Julie Hollinshead	590 Lakeview Ave
	5/15/2025 20:13:02	Renee Erlich	600 Chester Street
	5/16/2025 5:31:59	Adrian Krul	665 Westchester Way
	5/16/2025 8:38:59	Jen Valant	Larchlea dr
	5/16/2025 19:20:22	Yana Passater	1228 villa
	5/18/2025 5:44:17	Jenny Downey	540 S. Cranbrook Rd
	5/18/2025 14:52:25	Anne Rosenau	579 chesterfield ave
	5/18/2025 15:03:59	Mike Rosenau	579 Chesterfield
	5/18/2025 15:27:20	Nadia Keating	595 KIMBERLY ST
	5/18/2025 15:48:56	Julie Sobh	567 Chesterfield Ave.
	5/18/2025 16:36:29	Jamie Burstein	1033 Suffield Ave
	5/19/2025 8:06:48	Randolph Forester	991 Lake Park Drive
	5/19/2025 8:41:26	Rochelle Forester	991 Lakepark Drive
	5/19/2025 20:44:32	Christina McKenna Walton	608 Lakeview Ave
	5/21/2025 10:19:21	Amanda Bennett	Smith Ave
	5/21/2025 20:07:04	Kay Schreiner Griswold	1794 Melbourne

21

Electronic Signature Timestamp	Full Name	Birmingham Street Address (numbers and street only)
5/13/2025 10:47:11	Joy Cantor	636 Lakeview Ave
5/13/2025 11:29:22	Rodney Lockwood	650 Lakeview
5/13/2025 13:25:31	Claire Cantor Rice	487 Smith
5/13/2025 22:53:08	Michael Longo	1077 Fairfax
5/14/2025 8:31:54	Kathryn Anne Chandler	1758 Winthrop Lane
5/14/2025 12:23:11	Jill Broom	2616 Dorchester Road
5/14/2025 14:00:18	Heather Carmona	887 Lakeview Ave
5/14/2025 14:32:05	Ashley Rollman	571 N Eton St
5/14/2025 14:45:42	Yuxin Zhang	1586 Penistone
5/14/2025 15:50:19	Tom Rice	487 Smith Ave
5/14/2025 17:02:10	Pam Kolasa	735. Hazelwood
5/14/2025 19:18:20	Frank	1039 N old Woodward unit 5
5/14/2025 22:19:11	Ethan Cantor	571 N Eton
5/15/2025 8:35:07	Amanda Fishburn	245 Catalpa
5/15/2025 13:44:07	Elizabeth Daguanno	179 Catalpa Drive
5/15/2025 13:48:14	Hannah Kessler	993 Suffield
5/15/2025 14:01:34	Jaime Katz	1592 Washington blvd.
5/15/2025 14:26:22	Kelsey Lockwood	1137 Suffield Ave.
5/15/2025 14:26:52	Jennifer Kaschner	1646 Fairway Drive
5/15/2025 14:48:15	Elaine Wesman	883 Emmons Ave
5/15/2025 15:22:41	James Wesman	883 Emmons Avenue

21

Electronic Signature Timestamp	Full Name	Birmingham Street Address (numbers and street only)
5/29/2025 8:31:31	Jen Wiater	1352 Dorchester Road
5/29/2025 13:11:26	Alison Golm	1650 Villa
5/29/2025 13:20:49	Sarah Roberts	638 Westwood Drive
5/29/2025 15:14:28	Todd Wells	1256 Brookwood St
5/29/2025 15:15:13	Julie Wells	1256 Brookwood St
5/29/2025 15:16:21	Susan Peck	1947, W. Melton Rd
5/29/2025 17:27:47	Gillian Rifkin	1930 Fairview Street
5/29/2025 17:28:29	B. Andrew Rifkin	1930 Fairview Street
5/29/2025 17:32:20	Sadie Rifkin	1930 Fairview Street
5/29/2025 17:32:46	Jonah Rifkin	1930 Fairview Street
5/29/2025 17:39:14	Tricia Meade	1880 w lincoln
5/29/2025 17:48:27	Anne Simonetti	1320 Dorchester
5/29/2025 18:37:23	Steven Roby	526 Henrietta, Birmingham MI 48009
5/29/2025 19:11:09	Joe Saad	474 Larchlea
5/29/2025 19:11:43	Catherine DuBay	518 Larchlea Drive
5/29/2025 19:11:43	Michael DuBay	518 Larchlea Dr
5/29/2025 19:12:13	Stella Lowman	797 S. Glenhurst
5/29/2025 20:42:01	Laura Castleman	730 Tottenham Rd
5/29/2025 21:11:28	David Jones	1410 Yorkshire
5/29/2025 22:01:12	Lucia Saad	Larchlea Drive
5/29/2025 22:50:53	James hudson	1502 cedar

Electronic Signature Timestamp	Full Name	Birmingham Street Address (numbers and street only)
5/29/2025 23:46:58	Justin Michael tillman	1342 Haynes ct
5/30/2025 7:00:29	Ilana Soumekhian	855 vinewood ave
5/30/2025 7:05:07	Kathleen Skaar	1756 W Lincoln
5/30/2025 8:40:45	Claudia Sparschu	1240 Webster Street
5/30/2025 10:28:18	Timothy Baccus	1746 Grant
5/30/2025 11:55:41	Diane Wearing	2251 Yorkshire Road
5/30/2025 13:17:28	Nancy Aronoff	205 Abbey Street
5/30/2025 13:44:36	John N Miller	544 Brookside Ave.
5/30/2025 15:46:55	Clisby jarrard	812 ridgedale ave
5/30/2025 16:36:22	Jessica Farber	679 Ann St
5/30/2025 16:40:22	Jeffrey Farber	588 Cherry Ct
5/30/2025 17:42:27	Jelena Pocedic	1549 Haynes St.
5/30/2025 19:42:06	Bronwyn Cook	1440 Webster St
5/30/2025 20:02:35	Kari Skubik	201 south glenhurst
5/30/2025 20:20:03	James Skubik	201 S Glenhurst Dr
5/30/2025 21:08:50	Lisa Clark	348 Ferndale Avenue
5/30/2025 21:19:30	monica hawes	331 Larchlea
5/30/2025 21:32:25	Derek Lipp	2682 Buckingham Ave
5/30/2025 22:02:47	Giovanni galati	1145 Pilgrim
5/30/2025 23:42:50	Elizabeth Daguanno	179 Catalpa Drive
5/31/2025 8:05:53	Bridjet Morris	1655 Dorchester

Electronic Signature Timestamp	Full Name	Birmingham Street Address (numbers and street only)
5/31/2025 13:18:25	Christine LaPierre	412 W Lincoln
5/31/2025 13:19:58	Kerry LaPierre	412 W. Lincoln
6/1/2025 8:56:11	Gwen Schwabauer	430 Townsend St.
6/2/2025 0:10:29	Julia Cooney	1986 Fairway Dr
6/2/2025 0:11:27	Michaela Cooney	1986 Fairway Dr
6/2/2025 9:13:40	Catherine Vasileff	1992 Redding
6/2/2025 12:17:54	Jaime Katz	1592 washington blvd.
6/2/2025 20:54:45	Emily Thomas	1712 Winthrop
6/2/2025 20:54:56	Dan Kosmowski	1712 Winthrop Ln
6/3/2025 7:15:23	Diane Roach Smith	1494 E Melton Rd
6/3/2025 11:48:30	Beth Davidson	600 West Frank Street
6/4/2025 7:09:12	Russell Dixon	1460 Bennaville Avenue
6/5/2025 15:59:30	Paul Edward Dillon	1712 Henrietta
6/6/2025 13:42:30	Steven Roby	526 Henrietta, Birmingham MI 48009
6/8/2025 15:18:09	Zachary Bergman	855 Vinewood
6/8/2025 15:20:49	Stephen Rehmann	663 Frank
6/8/2025 21:26:50	Lucia Grace Saad	474 Larchlea Dr
6/9/2025 0:05:03	Sarah DuBay	518 Larchlea Dr.
6/9/2025 11:28:04	Jeffrey Davidson	600 W Frank St
6/9/2025 17:13:55	Catherine DuBay	518 Larchlea Drive
6/10/2025 22:00:48	Debra Darvick	1150 Westwood Dr

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	6/11/2025 7:17:15	Victoria Millenbach	612 N Glenhurst
	6/11/2025 7:23:22	Paul Millenbach	612 n Glenhurst
	6/11/2025 10:29:23	Paul Seibold	921 Knox
	6/11/2025 19:04:20	martin darvick	1150 westwood drive
	6/17/2025 13:31:22	Kathleen Devereaux	1019 Rivenoak
	6/23/2025 21:20:19	Sylvia Miller	1324 Fairway
	6/26/2025 10:10:31	Frances Johnson	1582 Cheltenham



NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, August 25, 2025 the Birmingham City Commission intends to appoint the following positions to the Advisory Parking Committee:

- One regular member, a resident, to serve a three-year term expiring September 1, 2028
- One regular member, a resident shopper, to serve a three-year term expiring September 1, 2028
- One regular member, a member of a professional firm, to serve a three-year term expiring September 1, 2028
- One regular member, small retail representative, to serve the remainder of a three-year term expiring September 1, 2027

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday August 20, 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.

Committee Duties

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The Committee shall recognize parking requirements of the central business district (CBD) and fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
The majority of the members shall be residents and membership shall be as follows: 7 Regular Members: 2 - Retail 1 – Professional Firm Member 1 – BSD Member 1 – Residential Shopper 2 - Residents 2 Alternate Members - may be appointed who own property, own a business or work in the former parking assessment district.	8/20/2025	8/25/2025

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



MEMORANDUM

Parking System

DATE: June 27, 2025

TO: Jana L. Ecker, City Manager

FROM: Aaron Ford, Parking Systems Manager

SUBJECT: Staff Report – Parking Validation Program

The City's parking validation program offers a flexible and accessible way for local businesses and organizations to cover parking costs for employees and guests using City-owned parking garages. In the first six months of 2025, a total of 12,813 parking validations have been used under this program.

Currently, 41 companies are enrolled in the parking validation program. The program is open to any business or organization that wishes to participate. Most participating companies utilize validations primarily for employee parking, although the option to use them for guests or customers is fully available. I have presented these options to the Birmingham Shopping District (BSD) on several occasions since the current system was implanted.

Companies have the choice of covering parking costs either in full or in part. The City provides two types of validation structures:

- Full Cost Validation (100%)
- Partial Cost Validation (a fixed amount or percentage)

At this time, all participating companies choose to validate 100% of the parking cost for the users they support.

There are two methods available for companies to issue validations:

1. Barcode Stickers

- Companies receive physical validation stickers with unique barcodes.
- Customers enter the garage and pull a standard parking ticket.
- The company provides the customer with a barcode sticker.
- Upon exit, the customer scans the original ticket followed by the barcode sticker.

- If fully validated, the gate opens with no fee due.

2. Online Portal

- Companies have access to their secure online portal.
- After a customer pulls a ticket upon entry, they provide the company with the ticket number.
- The company then enters the ticket number provided by the customer into their online portal to apply the validation.
- When the customer exits, they scan the ticket; the system recognizes the applied validation and adjusts the parking fee accordingly (\$0 if the Company applied the 100% validation).

This system allows for greater flexibility, particularly for remote or contactless validation needs.

Usage Summary (January – June 2025)

- Total Validations Used: 12,813
- Number of Active Participating Companies: 41
- Validation Coverage: 100% cost coverage by all participating companies

The City's parking validation program continues to be a valuable resource for local businesses, enhancing convenience for employees and guests alike. With flexible options for both issuance and cost coverage, the program remains adaptable to diverse needs. The growing utilization in 2025 demonstrates its effectiveness and popularity. Future enhancements may include expanded digital tools and outreach to new businesses to further increase participation.



MEMORANDUM

Planning Department

DATE: June 11, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Dumpster Report – Part Two

On May 6, 2024 ([Agenda](#) – [Minutes](#)), the City Commission made a motion to discuss the handling of garbage downtown and the potential for it to become a formal agenda item on new business.

On July 8, 2024 ([Agenda](#) – [Minutes](#)), the Planning Department provided a brief report to the City Commission that contained a general overview of the current handling of dumpsters, the approval processes that are required, and the different codes/ordinances that apply to such. During this meeting, City Commissioners expressed an interest in discovering how other communities handle their solid waste downtown and what opportunities there may be to remediate the issue that solid waste poses in Downtown Birmingham.

Community Insights

To provide the City Commission with some guidance, the Planning Department contacted staff from Royal Oak, Berkeley, Ferndale, and Rochester to get some anecdotal feedback on their approaches to downtown solid waste. Overall, there are several unique approaches to solid waste in these cities, but it was evident that they all experience the same issues. Staff from these communities all described challenges with the number of dumpsters, the types of waste (i.e. restaurant vs. retail), enforcement of codes/ordinances, and managing the human element. In Royal Oak, Ferndale, Rochester and Berkeley, the government provides and manages a few municipal waste facilities in select locations downtown. However, in each of these cases, the municipal service is not required or the exclusive waste service, the majority of businesses still contract their own waste hauling services. This differs slightly from Birmingham, where there are no municipal facilities or services Downtown aside from a select few 50-gallon SOCRRA recycling bins.

As noted above, there are some different conditions in each of these places. In Ferndale, they have a downtown sanitation officer position whose sole purpose is to monitor solid waste downtown. They have several municipal waste facilities that have been outfitted with restricted access (key fobs) and are video monitored. As it was described, this person not only monitors the facilities, but also facilitates enforcement by many means, which often includes rummaging through bags of waste to determine the offender. In addition, as their services evolved, they

described the many battles that were had with illegal dumping, which necessitated the heightened security (fobs & cameras). In Rochester, the few municipal waste facilities that are used by various commercial tenants are paid for by their Downtown Development Authority.

A high-level search of other Southeast Michigan municipalities' downtown solid waste policies yielded some additional information, such as that from Ann Arbor which has a municipal commercial trash service, both trash and recycling, where business can choose from 14 different types of receptacles and 7 different pickup schedules. In addition, as stated on their webpage, there are no fees for recycling carts, dumpsters, and recycling collection services at any Ann Arbor business, non-profit, or residential locations. Recycling outdoor containers and collection are provided at no additional charge to all residential and non-residential locations in Ann Arbor. In St. Joseph, the City collects rubbish in the downtown business district on a daily basis. All downtown businesses are allotted up to four containers for their garbage and they must be placed in the alley for servicing.

The Broader Issue

Downtowns are naturally diverse places that are centers for activity and economic development. They are also places where businesses, restaurants, entertainment, residences, institutions, and other uses converge to create unique and challenging logistical, environmental and aesthetic problems for cities, especially regarding solid waste. The key problems that have proven difficult to solve may be summarized as:

- High Volume and Frequency
- Spatial Limitations
- Abuse and Improper Disposal
- Operational Costs
- Aesthetics and Nuisance

The American Planning Association describes the urban solid waste problem as a wicked one in that it is not a narrowly defined environmental planning challenge. It spans spatial and temporal boundaries and can involve all aspects of planning, including economic development, public health, congestion management, land-use zoning, infrastructure planning, and social welfare and justice. In assessing solutions, changes to solid waste programs need to justify local efforts for broader environmental benefits, balance economic and social goals, develop data-driven and community-specific programs, and address both short-term and long-term impacts.

Along with being a challenging problem to solve, it is also expected that the issue will continue to compound. United States Census data suggests that 80% of the U.S. population lives in urban areas. In Birmingham, population projections performed during the drafting of the Birmingham Plan 2040 suggested that the City can expect an increase of roughly 2,000 people by 2040. Population increases generally have a direct correlation with increases in solid waste.

In addition, according to 2024 data from the Birmingham Shopping District, Downtown Birmingham enjoyed 7 million visitors, contains around 600 businesses, and is within a consumer trade area of over 500,000 people. Considering the desirability of Birmingham and the areas of town that are not developed to their potential, one can reasonably assert that these numbers will grow over time.

The Solutions

When envisioning solutions that can work for Birmingham, the City may benefit most from a multifaceted approach that balances many different competing interests. Should the City Commission wish to explore a new approach to solid waste downtown, the following solutions could be considered:

1. Centralized Compactor Systems

- Although there are several private compactors located throughout the City, there are serious spatial issues related to the placement of such as well as security issues that would need to be considered to prevent abuse and increase accountability. This approach would reduce the quantity of solid waste containers in Downtown Birmingham, but may be more complicated to manage.

2. Containerized Waste Collection

- Although this is already an approach the City has taken, it could also be beneficial to standardize the container options in a modified program to address some of the spatial, environmental, or other issues related to the solid waste containers themselves. The City would need to be careful to consider the different types of uses and their relative intensity, as well as pickup schedules to ensure that the containers themselves do not become a hindrance to the overall goals of the program.

3. Public-Private Partnerships

- A well-managed solid waste program may not be possible without the buy-in and/or participation from local business improvement districts or other quasi-governmental entities. These partnerships may help offset the cost of any solid waste program as well.

4. Smart Bins and Sensors

- Technology may be leveraged to maximize efficiency of collection by introducing sensors that can notify collection agencies when trash containers are full and need service, which could reduce costs.

5. Policy and Enforcement

- Although policy and code enforcement seem like low-hanging fruit and a logical first step, it would take more dedicated resources to maintain consistent and stricter enforcement of not only existing regulations, but also any future regulations that may come from a new approach. Enforcement is a core tenant of a successful solid waste program, and the City would need to provide the support it would require.

WHAT YOU GET

\$1.3 Million Homes in Oregon, Michigan and California

By Tim McKeough

Aug. 9, 2017

Portland, Ore.

WHAT A 2005 house with three bedrooms and two and a half bathrooms

HOW MUCH \$1.25 million

SIZE 2,886 square feet

PRICE PER SQUARE FOOT \$433

SETTING This house sits on a high wooded lot in a residential area just west of the city center. It is about four miles to the popular Pearl District, with its many restaurants, shops and galleries, and less than two miles from Forest Park, a 5,157-acre urban forest with more than 80 miles of trails. Nike world headquarters, in Beaverton, is about five miles away.

INDOORS Known as Skybox, for its expansive views and cubelike form, this house was featured in Dwell magazine in 2009. Clad in dark-stained wood siding, it has a front door on the second level, opening to a foyer with steps leading up to a light-filled living and dining room that has 16-foot-high windows on three sides, including large glass doors out to a deck. A section of wall with a double-sided fireplace separates this area from the kitchen, which has an island with a stainless steel counter, Miele cooktop and wooden bar, and tall cabinets finished with chalkboard paint.

INFORMATION ONLY

Upstairs is a loftlike master bedroom overlooking the living room, with sliding doors to a walk-in closet and a bathroom with a soaking tub, a separate shower area with a pebblelike floor and a cedar-lined sauna. Another door from the bedroom opens to an exterior staircase that leads to the roof, which is covered with decking and has a hot tub and outdoor shower. On the lower level are two additional bedrooms, a laundry room and an office, as well as access to an attached two-car garage.

OUTDOOR SPACE The 0.73-acre lot remains in a largely natural state, with many trees. The house is surrounded by small gardens, a section of lawn and staircases made of weathered steel.

TAXES \$10,412 a year, plus a homeowners' association fee of \$154 every six months

CONTACT Sean Z Becker, Sean Z Becker Real Estate, 503-444-7400;
seanzbecker.com

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Birmingham, Mich.

WHAT A 1929 house with four bedrooms and three full and two half bathrooms

HOW MUCH \$1.295 million

SIZE 3,191 square feet

PRICE PER SQUARE FOOT \$406

SETTING This two-story house is on a winding road lined with large, well-maintained homes, in a small, affluent city. Linden Park, which has a play structure and trail along the Rouge River, is steps away. The city center, with its cluster of restaurants, stores and movie theaters, is about a mile and a half away. The center of Detroit is about 20 miles southeast.

INFORMATION ONLY

INDOORS A stone walkway leads to the main entrance, which has an arched wood door with a stained-glass panel. Inside, there are arched doorways, built-in shutters for most windows and hardwood floors. To one side of the foyer is a living room with a fireplace that connects to a study with built-in bookshelves. Straight ahead is the kitchen, updated several years ago with white cabinets and granite counters. Two steps down from the dining room is a sunroom that is a more recent addition, equipped with a dedicated furnace and French doors that open to the backyard patio.

A spiral staircase in a turret leads to the second floor, where the master bedroom has built-in cabinetry with granite counters along two walls, carpeting, a safe and an en-suite bathroom. Three other bedrooms and two full bathrooms are also on this level. Downstairs, the finished lower level has a family room with a fireplace, an office and a wet bar.

OUTDOOR SPACE The driveway leads to a courtyard at the back of the house, which connects to an attached two-car garage. The 0.49-acre lot has many landscape features, including snaking hedges, numerous gardens, a patio with two seating areas and a koi pond with a stone retaining wall and fountain. There is also a brick garden shed in one corner of the backyard.

TAXES \$14,791 a year

CONTACT Anne Hammond, Coldwell Banker Weir Manuel, 248-225-8214; cbwm.com

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Inglewood, Calif.

WHAT A fully renovated 1948 live-work building with two bedrooms and one bathroom

HOW MUCH \$1.325 million

SIZE 1,599 square feet

INFORMATION ONLY

PRICE PER SQUARE FOOT \$829

SETTING This house is in an urban area with a mix of residential and commercial buildings, about 11 miles from downtown Los Angeles and four from Los Angeles International Airport. A few steps away is the 55-acre Edward Vincent Jr. Park, with playgrounds, sports fields and a pool complex. A new Metro station is scheduled to open nearby in 2019, and a football stadium (for the N.F.L.'s Los Angeles Rams and Chargers) with a related entertainment complex is under construction about three miles away and is expected to open in 2020.

INDOORS The current owner, the founder of the landscape firm Jack Price Design, completed renovations this year, including new electrical, plumbing, roof, windows and doors. Dutch doors at the front of the house open to a studio and office with concrete floors. A doorway leads to a large living room with a high ceiling, skylights and a built-in platform along one wall that serves as both casual seating and a surface for displaying art and objects. Beyond is a kitchen with Ikea cabinets, a Sub-Zero refrigerator, a Thermador range and an Asko dishwasher, and two Dutch doors leading to the backyard.

A hallway with large sliding wood doors leads to the two bedrooms; they share a bathroom with a tiled wet room that has an open rain shower, hand shower and toilet.

OUTDOOR SPACE The 0.26-acre lot has been professionally landscaped, with pavers, citrus trees in planters, tables and a firepit made from weathered diamond-plate steel. There is a pebbled patio with built-in bench seating and a dining area, as well as steps leading down through a terraced garden to a potting area under shade cloth.

TAXES About \$16,500 a year, depending on purchase price

CONTACT Anastasia Bowen, Benjamin Leeds, 310-994-3003; 404warren.com

Page 1 Knox Street showing three recently cut large trees due to “rot”

Page 1 Detail pictures of the three trees showing no rot

Page 3 Suffield Street before and after showing loss of canopy

STOP THE CHOP!!!



