

BIRMINGHAM CITY COMMISSION AGENDA
JUNE 3, 2024
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.
AMENDED

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Elaine McLain, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

APPOINTMENTS

- A. Parks and Recreation Board
1. Narlu Castellano
 2. Martha Wilker

To appoint _____ to the Parks and Recreation Board as an alternate member to serve the remainder of a three-year term to expire March 13, 2025.

- B. Ad Hoc Senior/Recreation Center Committee
1. Evan Dix – Student

To appoint _____ as a non-voting student member to the Ad Hoc Senior/Recreation Center Committee to serve three-year terms to expire March 4, 2027.

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 regular City Commission meeting minutes of the meeting held on May 20, 2024.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 23, 2024 in the amount of \$929,851.97.

- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 30, 2024 in the amount of \$313,226,77.
- D. Resolution to approve a special event permit as requested by the Birmingham Shopping District to hold the Birmingham Cruise Event on August 17, 2024 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.
- E. Special Event Application Cancellation: Out of Office Cruise Event. No action required.
- F. Resolution to approve the appropriations and amendments to the fiscal year 2022-2023 budget as follows:

General Fund:

Expenditures:

Judicial	101.0-286.000-959.0300	\$ 186,000
Public Works	101.0-444.000-981.0100	(604,360)
Recreation and Culture	101.0-751.000-702.0001	100,000
	101.0-751.000-811.0000	80,000
	101.0-758.000-702.0001	30,000
	101.0-785.001-702.0001	100,000
	101.0-785.002-889.0000	20,000
	101.0-804.002-702.0001	40,000
Transfers Out	101.0-999.000-995.4030	<u>48,360</u>
Total Expenditure Adjustments		<u>\$ 0</u>

Brownfield Redevelopment Authority:

Revenues:

Draw from Fund Balance	243.0-000.000-400.0000	\$46,700
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Expenditures:

Community & Economic Dev.	243.0-726.000-967.0100	\$46,700
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Capital Projects Fund:

Revenues:

Draw from Fund Balance	403.0-000.000-400.0000	\$(48,360)
Transfers In	403.0-901.018-699.0101	<u>48,360</u>
Total Revenue Adjustment		<u>\$ 0</u>

- G. Resolution to set a public hearing date of July 8, 2024 to consider the Special Land Use Permit Amendment for 115 Willits to transfer ownership and update the Special Land Use Permit with the new owner, Birmingham Omni Hospitality, LLC (Sprazzo).
- H. Resolution to set a public hearing date of July 8, 2024 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review for 219 Elm St. – All Seasons 2 – to

revise the first-floor layout to include one commercial tenant space with associated interior and exterior renovations and to reconsider the conditions for additional building height.

- I. Resolution to set the Public Hearing of Necessity of the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road on Monday, June 24, 2024 at 7:30 P.M.; and

If necessity is determined on June 24, 2024, to meet on Monday, July 8, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road.

- J. Resolution to set the Public Hearing of Necessity of the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on N. Adams Road, between south of Madison Street and the north City limits, on Monday, July 8, 2024 at 7:30 P.M.; and

If necessity is determined on July 8, 2024, to meet on Monday, July 22, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on N. Adams Road, between south of Madison Street and the north City limits.

- K. Resolution to approve a change order to the 2022-2023 Cape Seal Program #6-22 (P) for the 2024 Cape Seal Program #5-24 (P) in the amount not to exceed \$315,961.55. In addition, to authorize the Mayor and City Clerk to sign the First Amendment to the 2022-2023 Cape Seal Program, and the City Engineer to sign the change order. Funding for this project has been budgeted in the following account:

<u>Fund Account</u>	<u>Fund ID Number</u>	<u>Budget</u>	<u>Change Order Amount</u>
Local Street Fund	203.0-449.001-981.0100	\$370,000.00	\$315,961.55

- L. Resolution to award the 2024 Asphalt Resurfacing Program Project #2-24 (P) to Best Asphalt, Inc. in the amount of \$834,583.50 and a 10% construction contingency for a total of \$918,041.85. In addition, authorize the Mayor and the City Clerk to sign the agreement on behalf of the City after the review of Best Asphalt, Inc. insurance and bond, contingent upon execution of the agreement and meeting all insurance and bonding requirements. Funding for this project has been budgeted in the following accounts:

<u>Fund Account</u>	<u>Fund ID #</u>	<u>Project Award</u>	<u>10% Conting.</u>	<u>Total</u>
Maj. Street Fund	202.0-449.001-981.0100	\$205,967.11	\$20,596.71	\$226,563.82
Local Street Fund	203.0-449.001-981.0100	\$565,878.89	\$56,587.89	\$622,466.78
General Fund - Parks	101.0-751.000-811.0000	\$62,737.50	\$6,273.75	\$69,011.25
Total Construction Costs		\$834,583.50	\$83,458.35	\$918,041.85

And to approve the appropriation and amendment of the 2023-2024 fiscal year budget as follows:

Major Street Fund:

Revenues:

202.0-000.000-400.0000	Draw from Fund Balance	\$32,570
Total Revenue		\$32,570

Expenditures:

202.0-449.001-981.0100	Public Works - Public Improvement	\$32,570
Total Expenses		\$32,570

Local Street Fund:

Revenues:

203.0-000.000-400.0000	Draw from Fund Balance	\$89,470
Total Revenue		\$89,470

Expenditures:

203.0-449.001-981.0100	Public Works - Public Improvement	\$89,470
Total Expenses		\$89,470

General Fund:

Revenues:

101.0-000.000-400.0000	Draw from Fund Balance	\$19,020
Total Revenue		\$19,020

Expenditures:

101.0-751.000-811.0000	Parks – Other Contracted Services	\$19,020
Total Expenses		\$19,020

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 - 260 N. Old Woodward - Coterie (formerly "The Morrie") – Special Land Use Permit Amendment (Ownership Change)

1. Resolution to approve the Special Land Use Permit Amendment for 260 N. Old Woodward to transfer ownership and update the Special Land Use Permit with the new owner, Old Woodward STA, LLC.

AND

Make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Old Woodward STA, LLC (Coterie). To approve the request for a transfer of ownership of the Class C liquor license, with Sunday sales, outdoor service area, dance and entertainment permit from The Morrie Birmingham, LLC (The Morrie) located at 260 N Old Woodward, MI to Old Woodward STA, LLC (Coterie) that will be located at the same address.

- B. Resolution to approve an agreement with Kraemer Design Group for historical surveying services in the amount not to exceed \$19,880 from account # 101.0-701.000- 825.0100. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.
- C. Resolution awarding the contract to RAM Construction for the proposed work at the Chester St. Parking Structure in the amount of \$5,930,008.00; to charge this expense to account number 514.1-594.008-977.000; to authorize the Mayor and City Clerk to sign the contract on behalf of the city; and further to appropriate and amend the 2024-2025 Automobile Parking System Fund budget as follows:

Revenues

514.1-000.000-400.0000	Draw from Net Position	\$1,453,908
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Expenses

514.1-594.008-977.0000	Buildings	\$1,453,908
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- D. Resolution awarding the contract to Wiss, Janney, Elstner Associates, Inc. for construction period services in an amount of \$465,000; further, to charge this expense to account number 514.1-594.008-977.000; to authorize the Mayor and City Clerk to sign the contract on behalf of the city; and further to appropriate and amend the 2024-2025 Automobile Parking System Fund budget as follows:

Revenues

514.1-000.000-400.0000	Draw from Net Position	\$288,000
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Expenses

514.1-594.008-977.0000	Buildings	\$288,000
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- E. 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.
- F. Commission discussion on items from a prior meeting.

1. Design Considerations

2. Review of RFP processes¹

IX. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

- A. Shirley & Arlington Letters

XI. REPORTS

- A. Commissioner Reports
 - 1. Notice of intention to appoint to the Greenwood Cemetery Advisory Board
 - 2. Notice of intention to appoint to the Hearing Officer
 - 3. Notice of intention to appoint to the Museum Board
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Parking Kiosk Help Button

INFORMATION ONLY

XII. ADJOURN

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

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

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

¹ Added to the agenda on 5/31/2024 at 11:59 a.m.



**NOTICE OF INTENTION TO APPOINT TO THE
PARKS AND RECREATION BOARD**

At the regular meeting of Monday, June 3, 2024, the Birmingham City Commission intends to appoint to the Parks and Recreation Board one alternate member to serve the remainder of a three-year term expiring on March 13, 2025.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, May 29, 2024. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

Responsibilities

The Parks & Recreation Board consists of seven members and two alternate members who serve for three-year terms without compensation. The goal of the board is to promote a recreation program and a park development program for the City of Birmingham. The Board shall recommend to the City Commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

The meetings are held the first Tuesday of the month at 6:30 P.M.

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.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria & Qualifications Members must be electors (registered voters) of the City of Birmingham.
Narlu Castellano	Professional lawyer and daily parks visitor who loves the community and would like to contribute more so Birmingham can be a place families can thrive.
Martha Wilker	CPA with a background in corporate tax who is currently taking classes for an undergraduate degree in universal design.

SUGGESTED ACTION:

To appoint _____ to the Parks and Recreation Board as an alternate member to serve the remainder of a three-year term to expire March 13, 2025.

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#8]

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

Wed, May 22, 2024 at 11:17 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Parks and Recreation Board
Specific Category/Vacancy on Board (see below)	Alternate Member
Name	Narlu Castellano
Residential Address	 1553 E Lincoln St Birmingham, MI 48009 United States
Business Address	 1553 E Lincoln St Birmingham, MI 48009 United States
Email 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.	narlu.castellano@gmail.com
Length of Residence	8
Occupation	Lawyer
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	As a local mom I enjoy our parks and recreation facilities daily. I fell in love with this community at first sight. I would like to contribute more meaningfully to the maintenance and growth of our community so that it continues to be the safe place families can thrive in. Joining the Parks and Recreation Board will provide me that opportunity.
List your related employment experience	Currently - Global Ethics and Compliance Director for an auto supplier. I have held continuous
List your related community activities	Chapter One Online Reading Volunteer - Spanish/English - Academy of the Americas, Detroit.
List your related educational experience	Legum Magister (LL.M.) / Master of Laws: Duquesne University School of Law – Pittsburgh, PA (2008) Duquesne Law Review • Honorary Member Student Bar Association • LL.M. Representative Juris Doctor (J.D.) Equivalent: University of Santa Maria School of Law – Barcelona, Venezuela (2004) Top 15 of Class • Distinguished Caracas Bar Association
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	No

contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.

Do you currently have a relative serving on the board/committee to which you have applied?	No
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Are you an elector (registered voter) in the City of Birmingham? *	Yes
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FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#10]

1 message

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

Tue, May 28, 2024 at 11:57 AM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Parks and Recreation
Specific Category/Vacancy on Board (see below)	alternate member
Name	martha wilker
Residential Address	 1045 Fairfax Street Birmingham, MI 48009 United States
Phone Number	(248) 766-4327
Email	mwilkerhome@yahoo.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	11 years
Occupation	CPA

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

I have enjoyed living in Birmingham for the past 27 years. I have three children (ages 22, 19, and 8). I have always felt so lucky that Birmingham had so many parks to visit and enjoy with my family. I feel like they are very important assets to our community. I have met so many kind neighbors and friends by meeting up at the parks.

My background is corporate tax. I worked in public accounting and then General Motors Corporation for about 21 years prior to having my last child. I have been working at Morgan Stanley in a client service role since then. I am also currently taking interior architecture classes online at Ohio University with an interest in universal design.

List your related employment experience	Arthur Andersen LLP 1993-1997 General Motors Corp. 1997-2008 Ally Financial - 2008-2009 General Motors Corp. -2009-2014
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List your related community activities	I am currently involved in the Quarton Lake Social Club and have helped with the Easter egg hunt for a few years. I also have volunteered at my children's schools over the years (Pierce, Covington, Brother Rice, and now, Sacred Heart).
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My older two children are out of the house (one in college and one just graduated) so I feel that I have more time now to get involved. I am still an active user of the park with my youngest daughter.

List your related educational experience	I have a lot of experience researching tax law, prospectuses and agreements. I have my Masters in Taxation and my undergraduate degree in accounting. I am currently pursuing an undergraduate degree in interior architecture.
To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.	No
Do you currently have a relative serving on the board/committee to which you have applied?	No
Are you an elector (registered voter) in the City of Birmingham? *	yes



PARKS AND RECREATION BOARD

Article II, Section 78

Objectives: The Parks and Recreation Board shall promote a recreation program and a park development program for the City. The Board shall recommend to the city commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

Seven regular members, Three-year Terms, Appointed by the City Commission
Two alternate members, Three-year Terms, Appointed by the City Commission
Members must be electors of the City of Birmingham
Meetings held the first Tuesday of each month at 6:30 PM.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Bassett	Ella		2/12/2024 Student representative	12/31/2024
Carmona	Heather	(248) 867-1346 <i>htcarmona@sbcglobal.net</i>	3/12/2018 Regular Member	3/13/2027
Collins	Susan	(248) 761-6873 <i>sbdcollins@comcast.net</i>	3/9/2020 Regular Member	3/13/2027

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Einstein 419 Pilgrim Ave	Jessica	(248)821-0306 <i>jessicaeinstein@gmail.com</i>	5/8/2023 Regular Member	3/13/2027
Graham 884 Knox	Pam	(248) 408-6277 <i>pamcracker@gmail.com</i>	1/13/2020 Regular Member	3/13/2026
Kupczyk 592 W Lincoln	Sarah	(773)414-4727 <i>sc23carroll@gmail.com</i>	3/27/2023 Regular Member	3/13/2026
Lipp 2682 Buckingham	Anne	(248) 225-0136 <i>aecubera@gmail.com</i>	11/23/2020 Regular Member	3/13/2025
Sweeney 160 Larchlea Ave	Steve	(248) 875-9973 <i>stevesweeney22@yahoo.com</i>	3/28/2022 Regular Member	3/13/2026

Vacated	3/18/2024		3/13/2025
		Alterante	

Last Name	First Name	Home Business		
Home Address		E-Mail	Appointed	Term Expires
Wrobel	Joe	(248)225-5937	4/3/2023	3/13/2026
2665 Windemere			Alternate	
		<i>wrobel4j@aol.com</i>		

ARTICLE II. PARKS AND RECREATION BOARD¹

Sec. 78-26. Created; composition.

There is hereby created a parks and recreation board consisting of the city manager and the director of public services or their designated representatives as nonvoting ex-officio members, and seven members, who are electors in the city, appointed by the city commission.

The city commission may appoint two alternate members to serve as needed on the parks and recreation board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the parks and recreation 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 parks and recreation board.

(Code 1963, § 3.21; Ord. No. 2233, 5-22-17)

Sec. 78-27. Terms of members; vacancies.

The initial members of the parks and recreation board shall be appointed for the following terms: Two for one year, two for two years, and three for three years. Thereafter, all such appointments, except to fill vacancies, shall be for a term of three years. All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office, shall be for the unexpired term.

(Code 1963, § 3.21)

Sec. 78-28. Organization.

Within 15 days after the appointment of members to the original parks and recreation board and within 15 days after the making of annual appointments to the board, the members of the board shall meet in regular session and elect from the members a chairman who shall be the presiding officer of the board, and a vice-chairman who shall serve in the absence of the chairman. A secretary who shall keep and maintain the minutes and records of the board shall also be elected. 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, and there shall be no limitation upon successive elections of the same person to any office. The ex-officio members of the board may not act as chairman or vice-chairman but may act as secretary.

(Code 1963, § 3.22)

¹Cross reference(s)—Boards and commissions, § 2-171 et seq.

Sec. 78-29. Compensation.

All members of the parks and recreation board, except ex-officio members, shall serve without compensation.

(Code 1963, § 3.23)

Sec. 78-30. Meetings and quorum.

The parks and recreation board shall set a time for a regular meeting at least once each month and shall determine the manner in which special meetings may be noticed and held. The chairman may cancel a meeting if there is no matter requiring consideration by the board. A quorum for the transaction of business at the regular and special meetings shall be five members, at least one of whom shall be an ex-officio member or his designated representative.

(Code 1963, § 3.24; Ord. No. 2022, 2-22-10)

Sec. 78-31. Objectives and duties.

The parks and recreation board shall promote a recreation program and a park development program for the city. In carrying out these objectives it shall:

- (1) Serve as a forum for the consideration of policy matters related to the operation of a park and recreation program.
- (2) Advise the public with regard to the policies established by the city commission relating to the park and recreation program.
- (3) Serve in advisory capacity to the city commission in regard to all matters affecting parks and recreation which are referred to it by the city commission.
- (4) Recommend to the city commission a recreation program, fee schedules, and the adoption of a long-range program for the development of park areas and facilities.
- (5) Recommend to the city commission hours of operation and allocation of facility use.

(Code 1963, § 3.25)

Sec. 78-32. Regulations.

The parks and recreation board shall recommend to the city commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public. The violation of any such duly adopted rule or regulation by any party shall be deemed to constitute a violation of this section.

(Code 1963, § 3.26)

Sec. 78-33. Scope of authority.

The parks and recreation board is a nonadministrative 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 in the operation of any city department, park, or recreation facility except as specifically provided in this article.

(Code 1963, § 3.27)

Secs. 78-34—78-55. Reserved.



NOTICE OF INTENTION TO APPOINT TO THE AD HOC SENIOR/RECREATION CENTER COMMITTEE

At the regular meeting of Monday, June 3, 2024 the Birmingham City Commission intends to appoint one non-voting student to the Ad Hoc Senior/Recreation Center Committee to serve three-year terms to expire March 4, 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, May 29, 2024. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Responsibilities

The function of the Ad Hoc Senior/Recreation Center Committee (SCC) is to provide oversight and input on the planning and development of a senior/recreation center at 400 E. Lincoln, and to provide recommendations throughout the process to the City Commission.

The duties of the SCC include, but are not limited to:

- Crafting the project vision, goals and objectives
- Preparing the project process outline and estimated timeline
- Reviewing final needs analysis report
- Evaluating concept plan options and recommending the preferred option
- Outlining the parameters and applicable regulations for site plan and design review
- Conducting final site plan and design review
- Reviewing potential funding options
- Recommending the use of consultants for design and/or build services
- Drafting RFPs for final design, construction plan preparation and/or construction

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.

Applicant Name	Criteria & Qualifications
	Architect, Construction Contractor, Engineer, Non-voting Student.
Evan Dix	College student currently attending Wayne State University for Urban Studies and frequents the Birmingham YMCA building.

SUGGESTED COMMISSION ACTION:

To appoint _____ as a non-voting student member to the Ad Hoc Senior/Recreation Center Committee to serve three-year terms to expire March 4, 2027.

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#9]

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

Thu, May 23, 2024 at 11:38 AM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Ad Hoc Senior/Recreation Center Committee
Specific Category/Vacancy on Board (see below)	Student
Name	Evan Dix
Residential Address	 712 Ridgedale Ave Birmingham, Michigan 48009 United States
Phone Number	(248) 909-1744
Email 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.	silvia.dix@gmail.com
Length of Residence	12 years
Occupation	college student
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I frequent the current YMCA multiple times a week and think it is a great benefit for the community. There is little engagement from younger people but they are some of the people who use the facilities the most. I am passionate about having a space for young people to socialize and exercise in and would like to act as a voice for youth interests.
List your related employment experience	I worked at the Birmingham YMCA as a lifeguard for a year and a half.
List your related educational experience	I graduated from the International Academy and am currently enrolled at Wayne State University studying urban studies.
To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.	no
Do you currently have a relative serving on the board/committee to which you have applied?	no

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



Ad Hoc Senior/Recreation Center

Resolution # 03-061-24

Terms: 3 years

Members: Nine members representing the City Commission, various City boards, Birmingham NEXT, and the Birmingham YMCA. The board shall also have one non-voting student member. A majority of the members shall be residents of Birmingham and qualified voters. Staff from the Managers Office will serve as ex-officio member(s) of the committee.

Duties: The function of the Ad Hoc Senior/Recreation Center Committee (SCC) is to provide oversight and input on the planning and development of a senior/recreation center at 400 E. Lincoln, and to provide recommendations throughout the process to the City Commission. The duties of the SCC include, but are not limited to:

- Crafting the project vision, goals and objectives
- Preparing the project process outline and estimated timeline
- Reviewing final needs analysis report
- Evaluating concept plan options and recommending the preferred option
- Outlining the parameters and applicable regulations for site plan and design review
- Conducting final site plan and design review
- Reviewing potential funding options
- Recommending the use of consultants for design and/or build services
- Drafting RFPs for final design, construction plan preparation and/or construction

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Ecker	Jana	(248) 530-1808 <i>Jecker@bhamgov.org</i>	3/18/2024 City Manager	3/4/2027

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Emerine 720 Bennaville Ave	Jason	(312) 371-9398 <i>jasone@skl-eng.com</i>	3/18/2024 Engineer	3/4/2027
Graham 884 Knox	Pam	(248) 408-6277 <i>pamcracker@gmail.com</i>	3/18/2024 Parks and Recreation Board Member	3/4/2027
Koseck 2441 Dorchester	Bert	(248) 302-4018 <i>bkoseck@comcast.net</i>	3/18/2024 Architect	3/4/2027
Long	Anthony		4/8/2024 City Commissioner	3/4/2027
McLain 1400 Haynes	Elaine	(248) 225-9903 <i>emclain@bhamgov.org</i>	3/18/2024 City Commissioner	3/4/2027
Plocharczyk	Kelly		3/18/2024 YMCA Representative	3/4/2027
Rogers 2409 Buckingham Ave	Donald	(313) 820-0987 <i>donrogers4420@gmail.com</i>	3/18/2024 Construction Contractor	3/4/2027
Share 1040 Gordon	Daniel	(248) 642-7340 <i>dshare@bsdd.com</i>	3/18/2024 Planning Board Member	3/4/2027

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Vacant	3/18/2024		Student	

Braun	Cris		3/4/2027
		NEXT Representative	



03-061-24

Resolution to establish the Ad Hoc Senior/Recreation Center Committee for a term of 3 years, and to direct the City Manager to serve as an ex-officio member of the committee to facilitate the oversight and provision of input on the planning and development of a senior/recreation center at 400 E. Lincoln.

Moved By: Commissioner Baller

Seconded By: Commissioner Host

PRESENT: Mayor McLain, Commissioners Baller, Haig, Host, Long, Longe.

ABSENT: Mayor Pro Tem Schafer.

Passed, adopted and approved this 4th day of March, 2024.

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

Nays, None

CERTIFICATION

I, Alexandria Bingham, City Clerk, of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on March 4, 2024.

Alexandria D. Bingham, City Clerk

Birmingham City Commission Minutes
May 20, 2024
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/948464276>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Elaine McLain, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

City Clerk Bingham called the roll.

Present: Mayor McLain
MPT Schafer
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner Long
Commissioner Longe

Absent: None

Staff: City Manager Ecker; City Clerk Bingham, Assistant City Manager Clemence, City Engineer Coatta, Assistant City Manager Fairbairn, Finance Director Gerber, Police Chief Grewe, Deputy Treasurer Katz, Police Captain Kearney, City Attorney Kucharek, Parks and Forestry Foreman McGaughey, Human Resources Manager Woods, Parking Manager Ford, Planning Director Dupuis

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

Announcements

- National Public Works Week Proclamation
- Wear Orange Day - Gun Violence Awareness Proclamation
- Recognizing Amyotrophic Lateral Sclerosis (ALS) Awareness Month 2024

Appointments

05-427-24 Board of Ethics

Melissa Demorest LeDuc sent a letter requesting reappointment and was unavailable for an interview.

Judy Doyle was interviewed by the Commission.

MOTION: Nomination by Commissioner Long:
To appoint Melissa Demorest LeDuc as a regular member to the Board of Ethics to serve a three-year term to expire June 30, 2027.

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

Nays, None

05-428-24 Storm Water Utility Appeals Board

Robert Lavoie was interviewed by the Commission.

MOTION: Nomination by Commissioner Long:
To appoint Robert Lavoie to the Storm Water Utilities Appeal Board as a regular member to serve a three-year term to expire January 31, 2026.

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

Nays, None

RECOGNITION OF STAFF

A. Police Department

1. Police Officer James Cardenas
2. Police Officer Luxie Kouza
3. Police Officer Maksym Mishchanchuk
4. Dispatcher Lorna Turner
5. Dispatcher Brandon Ryan
6. Auxiliary Officer CT Charlton
7. Parking Enforcement Assistant Kevin Druzinski

B. Principal Shopping District

1. Erika Bassett, BSD Director

The Clerk swore in Mr. Lavoie and the present Police Department staff.

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

V. CONSENT AGENDA

05-429-24 Consent Agenda

MOTION: Motion by Commissioner Longe, seconded by Commissioner Long:
To approve the Consent Agenda excluding Items H, K, I, and O and noting Commissioner Baller's
recusal from Items K and L.

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

Nays, None

- A. Resolution to approve the amended regular meeting minutes of the City Commission meeting held on April 15, 2024.
- B. Resolution to approve the Budget Hearing meeting minutes of the City Commission meeting held on April 27, 2024.
- C. Resolution to approve the meeting minutes of the regular City Commission meeting held on May 6, 2024.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 9, 2024 in the amount of \$653,558.98.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 15, 2024 in the amount of \$773,827.38.
- F. Resolution to appoint Jana Ecker as Representative and Scott Zielinski as Alternate Representative of the City of Birmingham on the SOCRRRA Board of Trustees for the fiscal year starting July 1, 2024.
- G. Resolution to appoint Melissa Coatta as Representative and Jana Ecker as Alternate Representative of the City of Birmingham on the SOCWA Board of Trustees for the fiscal year starting July 1, 2024.
- J. Motion adopting an ordinance amendment to Chapter 118. Vegetation, Article IX. Grass and Noxious Weeds, Sec. 118-7 Cutting required, to provide notice regarding noxious weeds and grass by publication in a newspaper circulating in the City of Birmingham and by publication of the ordinance requirements regarding weeds, grass and other rank vegetation on the City calendar which is distributed annually to properties in the City of Birmingham.

- L. Resolution to set the Public Hearing of Necessity of the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road on Monday, June 24, 2024 at 7:30 P.M.; and

If necessity is determined on June 24, 2024, to meet on Monday, July 8, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road.

- M. Resolution to award the Valve and Hydrant Assessment Program #16-24(S) to M.E. Simpson Co., Inc. in the amount of \$180,260.00 and a 5% construction contingency for a total of \$189,273.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting the insurance requirement by M.E. Simpson Co., Inc. Funding for this project is through the Drinking Water Asset Management (DWAM) Grant, and has been budgeted in the following account:

Fund Account	Fund ID #	Project Award	5% Cont.	Total
Water Fund	591.0-544.000-811.0000	\$180,260.00	\$9,013.00	\$189,273.00

- N. Resolution to approve the Title VI Non-Discrimination Plan update and to designate HR Manager Christina Woods as the City of Birmingham Title VI Coordinator. Further, to authorize the Mayor and City Manager to sign the appropriate sections of the plan.

05-430-24 2024 Spring Tree Purchase and Plant (Item H)

Commissioner Baller pulled Item H from the Consent Agenda.

Parks and Forestry Foreman McGaughey answered informational questions from the Commission.

Commissioner comments were as follows:

- The average rate of tree planting in the City resulted in approximately 2,000 trees planted over the last decade.
- These trees include replacements for trees that were dying or in poor condition. The City also waters those trees regularly after planting them.

MOTION:

Motion by Commissioner Baller, seconded by Commissioner Host:

To approve the 2024 Spring Tree Purchase and Plant of 185 trees to be installed by KLM Landscape, pending KLM provide updated insurance and the completion of a signed agreement, for a total cost of \$93,575. In addition, to authorize the Mayor and City Clerk to sign the completed agreement on behalf of the City. Funding for this purchase has been budgeted in the following accounts; 202.0-449.005-819.0000 major streets forestry other contractual services, 202.0-449.005-729.0000 major streets forestry operating supplies, 203.0-449.005-729.0000 local streets forestry operating supplies, and 101.0-751.000-811.0000 parks other contractual services.

ROLL CALL VOTE: Ayes, Commissioner Baller

Commissioner Longe
Commissioner Haig
Commissioner Host
Mayor McLain
Commissioner Long
MPT Schafer

Nays, None

05-431-24 Three 2025 Ford Explorer Police Interceptors Purchase (Item I)

Commissioner Haig pulled Item I from the Consent Agenda and noted the vehicle condition report was missing from the item. He noted it should be available for both Commission and public review.

It was noted that the vehicle condition report would be provided by staff.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Schafer:
To approve the purchase of three 2025 Ford Explorer Police Interceptors from Gorno Ford, located at 22025 Allen Road, Woodhaven, 48183 through the MI-Deal Contract #071B7700091, in an amount not to exceed \$143,457.00 or \$47,819.00 per vehicle. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Total funds of \$150,000 or \$50,000 per vehicle where set aside for this purchase and are available in the FY 2024-2025 Auto Equipment Fund account #661.0-441.006.971.0100.

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

Nays, None

**05-432-24 Arlington, Shirley, and Brandon Street Project, Contract #6-24(W)
Set Public Hearing Dates for Notice of Necessity and Confirmation of
Roll for Paving Special Assessment District (SAD) (Item K)**

Commissioner Baller recused himself from discussion of Item K due to his residency in the project area and left the room at 8:04 p.m.

Commissioner Host pulled Item K from the Consent Agenda to allow for public comment on the item.

The Mayor introduced the item and noted that the Public Hearing of Necessity would occur on Monday, June 24, 2024, and not on June 26, 2024.

Public Comment

James Mirro, Fremont Scott, Creagh Milford, and Brian Connolly commented regarding the future road surface within the project area.

Jeff Trivax commented regarding horizontal directional drilling and potential accommodations for disabled residents during the project.

Mr. Mirro commented regarding the credentials of the item's other commenters and the insight those other commenters could provide.

Commissioner Long clarified that when he previously commented on Westwood's road surface, it was to note that the residents of Westwood requested cape seal, received it, and are now unhappy with the road condition.

MOTION: Motion by Commissioner Schafer, seconded by Commissioner Long:
To set the Public Hearing of Necessity for the installation of new pavement, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road on Monday, June 24, 2024, at 7:30 P.M.; and,

If necessity is determined on June 24, 2024, to meet on Monday, July 8, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the installation of new pavement, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road.

ROLL CALL VOTE: Ayes, Commissioner Longe
Commissioner Haig
Commissioner Host
Mayor McLain
Commissioner Long
MPT Schafer

Nays, None

Commissioner Baller rejoined the meeting at 8:17 p.m.

05-433-24 2024-2025 Compensation Recommendations for Department Heads and Administrative/Management Employees (Item O)

Commissioner Haig pulled Item O from the Consent Agenda so it could have a separate roll call vote from the Consent Agenda's roll call vote.

Staff answered informational questions from the Commission.

Commissioner comments were as follows:

- The City's unionized employees have an increase in pay ranges and wages of 3.5%. It would likely be appropriate for the Administrative, Management and Non-Organized personnel to also have a 3.5% increase.

- While the City cannot compete with the private sector, it is making efforts to hire and retain staff and to make staff feel valued.
- It would send the right message for the increase in pay ranges and wages for the Administrative, Management and Non-Organized personnel to be on par with the unionized employees.
- If the City wants to retain employees, the City needs to invest in those efforts.
- It might be easiest to approve the recommended motion tonight and to consider a mid-year increase so that the changes to the budget figures can be made more clear.
- Administration and Staff should explore creative ways of retaining employees at the top end of their salary range.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Baller:
To increase the Administrative Management and Non Organized pay ranges and wages of current Administrative, Management and Non-Organized personnel by 3.5% effective July 1, 2024.

And, authorize the City Manager and Human Resources to perform performance evaluations on Administrative, Management and Non-Organized personnel for the purpose of performance adjustments.

Further, to authorize the budget amendments from the wage adjustment account 101.0-272.000-709.0000 to the appropriate departments subject to the amendments as specified by the 3.5% plus various fringe benefit adjustments.

Commissioner Host said this motion reflected the value of parity and that it was a good idea.

The Mayor concurred. She said this would send the right message to future employees and leaders and that she was proud to do it as a team.

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

Nays, None

VI. CITY MANAGER'S REPORT

CM Ecker presented the item.

Commissioner comments were as follows:

- The buzzers allowing drivers to receive assistance when entering or exiting the parking decks should be more clearly labeled.

- The recent second-grade field trip to the Birmingham Museum and other destinations was greatly enhanced by the City's walkable nature.
- On May 11, 2024 the headstone for Mary Chase Perry Stratton was dedicated at Greenwood Cemetery.
- All those involved in putting on the Birmingham Parade and DPS Open House were thanked.

VII. UNFINISHED BUSINESS

None.

VIII. NEW BUSINESS

05-434-24 Public Hearing - Confirmation of SAD Roll 909 Pierce Alley and West Maple Alley Project Paving

Commissioner Longe reiterated her disclosure from the May 6, 2024 meeting that her spouse has a business relationship with one of the property owners that would be affected by this SAD, that her spouse is not a tenant within the potential SAD, and that the Commissioner had been advised by the City Attorney that this relationship did not represent a conflict of interest.

The Mayor opened the public hearing at 8:56 p.m.

DT Katz presented the item.

Seeing no public comment, the Mayor closed the public hearing at 8:57 p.m.

MOTION:

Motion by Commissioner Long, seconded by MPT Schafer:

WHEREAS, Special Assessment Roll, designated Roll No. 909, 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

The Commission Resolution 05-422-24 provided it would meet this 20th day of May, 2024 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this May 20, 2024, 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;

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 909 be 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.

BE IT FURTHER RESOLVED, that the special assessment shall be payable in ten (10) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of nine and one half percent (9.50%) on all unpaid installments.

Parcel ID/Sidwell Number	Street Address	Paving Assessment
19-36-201-011	100 S. Old Woodward	\$ 13,348.37
19-36-201-013	114 S. Old Woodward	\$ 47,560.65
19-36-201-014	124 S. Old Woodward	\$ 20,192.12
19-36-201-015	138 S. Old Woodward	\$ 26,448.90
19-36-201-021	154 S. Old Woodward	\$ 22,121.41
19-36-201-019	251 E. Merrill	\$ 59,387.96
19-36-201-023	277 Pierce	\$ 163.53
19-36-201-026	277 Pierce Bldg Main	\$ 238.14
19-36-201-025	111 E. Merrill PH	\$ 145.51
19-36-201-024	111 E. Merrill STE 200	\$ 781.89
19-36-201-009	263 Pierce	\$ 28,792.01
19-36-201-022	247 Pierce	\$ 26,560.12
19-36-201-006	237 Pierce	\$ 28,243.27
19-36-201-005	235 Pierce	\$ 10,695.22
19-36-201-020	165 Pierce	\$ 51,473.97
19-36-201-001	135 Pierce	\$ 52,440.64
19-36-129-010	155 Henrietta	\$ 65,299.62
19-36-129-012	180 Pierce Unit 1	\$ 6,519.75
19-36-129-013	180 Pierce Unit 2	\$ 7,809.29
19-36-129-014	180 Pierce Unit 3	\$ 7,809.29
19-36-129-015	180 Pierce Unit 4	\$ 7,809.29
19-36-129-016	180 Pierce Unit 5	\$ 1,088.38
19-36-129-017	180 Pierce	\$ 559.95
19-36-129-018	180 Pierce	\$ 1,053.85
19-36-129-006	148 Pierce	\$ 55,449.81
19-36-129-004	137 W. Maple	\$ 16,733.03
19-36-129-003	157 W. Maple	\$ 16,324.90
19-36-129-002	175 W. Maple	\$ 27,724.90
19-36-129-001	193 W. Maple	\$ 27,724.90

\$ 630,500.70

ROLL CALL VOTE: Ayes, Commissioner Baller
Commissioner Longe
Commissioner Haig
Commissioner Host

Mayor McLain
Commissioner Long
MPT Schafer

Nays, None

**05-435-24 Pierce Alley and West Maple Alley Project #8-24 (P)
Hearing of Necessity for Paving Special Assessment District (SAD)**

The Mayor opened the public hearing at 8:58 p.m.

DT Katz presented the item.

Seeing no public comment, the Mayor closed the public hearing at 9:00 p.m.

MOTION: Motion by Commissioner Longe, seconded by Commissioner Host:
WHEREAS, Special Assessment Roll, designated Roll No. 908, 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

The Commission Resolution 05-423-24 provided it would meet this 20th day of May, 2024 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this May 20, 2024, 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;

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 908 be 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.

BE IT FURTHER RESOLVED, that the special assessment shall be payable in five (5) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of nine and one half percent (9.50%) on all unpaid installments.

And that this roll encompasses all parcel IDs, sidwell numbers, street addresses, and cape seal assessment amounts shown in the Birmingham City Commission agenda of May 20, 2024, Section 8B, as they appear on pages three, four, five, six, seven, and eight.

ROLL CALL VOTE: Ayes, Commissioner Baller
Commissioner Longe
Commissioner Haig

Commissioner Host
MPT Schafer
Mayor McLain
Commissioner Long

Nays, None

**05-436-24 Pierce Alley and West Maple Alley Project
Contract #8-24 (P) Contract Award**

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

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To award the Pierce and West Maple Project #6-24(S) to Eminent Excavating LLC in the amount of \$778,001.00 and a 5% construction contingency for a total of \$816,901.05. In addition, to authorize the Mayor and City 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 as represented on page three of the packet, Item 8C.

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

Nays, None

Feasibility Study and Program Assessment for 400 E. Lincoln

CM Ecker introduced the item. Brian Colburn, architect, and other members of the NORR, Inc. team presented the item. Staff and the NORR, Inc. team answered informational questions from the Commission.

Commissioner comments were as follows:

- This building should serve the needs of the entire community. The outcome of the pool cannot be determined without considering its place in the lives of the community's residents. The Commission must define the desired scope, direction, budget, and programming for the project. A bond should not be pursued to fund this project. Preserving this building and making it work would likely be the best option. Increased synergy between Next and the YMCA should make that more feasible.
- When the building was purchased, it was envisioned that the City would own the building and the tenants would be responsible for the operational costs. At the time, improvements on the present building were considered, but no renovation or expansion. The proposed square footage at this time is much larger than anticipated. The Commission cannot determine whether the proposal would be too large until potential costs are determined.

The Commission would also need clarity on whether the YMCA and Next would be able to pay the operational costs of a building of this size. There ought to have been a schedule of estimated costs in the report to help guide this discussion. There should also have been information on which options would be more or less expensive, and which options would be better long-term investments. This process has been disappointing so far, and requires the services of a well-qualified municipal-experienced owner's representative to guide this process. Keeping the pool was not originally contemplated, and would add significant expense to both the project and the operational costs. The City would need to determine who would run the pool, assume the liability, and be responsible for the operating costs. It would likely not be appropriate to accept the report at this time since it provides insufficient information, and phase two would be based off of the present report. The community does not have the population and the two organizations do not have the budget to support an undertaking of the proposed scope. When the building was purchased, it was not imagined that Next would require more than 30,000 square feet, and there was always concern about Next's ability to cover operational costs for a building of that size. In the original purchase, a 'community center' meant the YMCA, and it was not more than that. It would be advantageous if some of the rooms could be open to community uses when not otherwise occupied by Next or YMCA programming. The City also previously undertook extensive efforts to preserve Barnum and the pool and it was unable to find an economic model that would allow for that to occur. The City must ensure that the building is right-size for the community, and for what the tax burden will be on the community.

- There needs to be clarity on who will ultimately determine which uses will be accommodated in the building. There should be clarity on the options, what those options would provide, and what the costs would be for those options. It also seems unlikely that this project could be completed within the original, approximate three-year timeline. It would be valuable to retain the pool if that were a possibility.
- The report is deficient in terms of the program, the cost, the running cost, the scope. In terms of accepting this report, some of its evaluations are acceptable. The City needs to determine its priorities in order to move this process forward. Strong concurrence with the prior Commissioner comments was also expressed. In similar projects, usually the scope is determined based on the set budget. It might be most appropriate presently to review the items described in the report as urgently requiring repair while the rest of the scope continues being better defined. For consideration, it would also be helpful to know the present operational costs of the building, and the likely costs of the preferred programming. The YMCA likely has information on the costs of different types of programming, and they might be able to help Next determine their likely programming costs. It would be important to know the costs if the outer walls were preserved and the entire interior gutted, and the costs of a new building. It may be helpful to hire a CRE attorney that is accustomed to working with multiple tenants in one building.
- This building was purchased to be the home for Next. Since then, some variables have shifted, including the YMCA being interested in staying longer-term and some hopes of this building being a community center in addition to a center for Next. The options for the building change based on which tenants would occupy the building. This report delivered what the City requested. The City now has information on the present condition and on wishlist items from Next, the YMCA, and the community. The Commission can now begin to clarify what it might deliver based on present conditions and best-case scenarios. The City, Next, and the YMCA were encouraged to continue finding opportunities for

overlap. Those results should then be presented to the Ad Hoc Community/Senior Center Committee (SCC), and then to the Commission. The City needs to know as soon as possible whether this building should be preserved, preserved and expanded, or built new. If the originally presented timeline is not as strict as it once was, that should be clarified.

- The scope of this project is a home for Next, and the building will be an asset to the City. Concerns about the liability and operational costs of the pool remain. The report noted that the building is in a fair-to-poor condition.
- Presently this project needs more clear leadership. It is not likely that this building could be adequately renovated, and so a new build would likely be more appropriate. Said leader would need information from the YMCA and Next regarding how much they could afford in construction and operational costs. A bond might be possible for funding part of this project. This process is proceeding unnecessarily quickly, which is resulting in difficulties in the process and potentially creative solutions being overlooked. Next would not likely be evicted from Midvale in Summer 2026.

Public Comment

Parrish Underwood, President and CEO of the YMCA of Metropolitan Detroit, spoke regarding the item, including specifically noting that the YMCA would volunteer to absorb all aspects of operating the pool if desired.

Pam Graham commented that she believed the SCC could work with an owner's representative to clarify the information sought by the Commission.

Bert Koseck commented regarding the process thus far and supported better guidance from the City-hired experts.

Cris Braun, Executive Director of Next, commented regarding the process and said that the Commission's discussion provided useful guidance for how the project should proceed.

The Commission recessed briefly, and returned from recess.

05-437-24 400 E. Lincoln - Owner's Representative Service Contract Award

CM Ecker presented the item. Staff answered informational questions from the Commission. It was determined that each bidder would present while the other bidder waited in a separate room. The bidders were Edge Design Associates (Edge) and Kramer Management Group (Kramer).

Edge presented first and answered informational questions from the Commission. Kramer presented second and answered informational questions from the Commission.

Commissioner comments were as follows:

- Both teams had positive aspects.
- Kramer would be a more appropriate choice. There was some disappointment that Plante Moran was not an option. It might be appropriate to postpone this decision to the next meeting given the late hour. The provided correspondence between the City Attorney and Plante Moran seemed to indicate, among other things, a potential issue regarding indemnification. The Commissioners should take the correspondence home and review it in order to make their decision at the next meeting.

- Kramer would be an appropriate choice. There was some concern that Kramer might be too big to pay the required close attention to the project. The disappointment that Plante Moran was not an option was echoed. Some of the items raised by Plante Moran in the correspondence with the City Attorney may have benefitted the City if changed, and some would not have.
- Kramer had the requisite sophistication for this project and a good breadth of experience. The disappointment that Plante Moran was not an option was echoed. If no qualified candidates had arisen from the RFP process, restarting the RFP process might be appropriate in that case. The City is not in those circumstances presently.
- The timeline may be too tight, which might render the RFP not valid. One of the reasons Plante Moran did not sign the contract was the timeline. Kramer seemed to indicate some concerns with the timeline as well. Kramer's presentation had a good depth of detail. It would have been helpful to determine Plante Moran was unable to sign the contract provided in the RFP. If, in the future, a known bidder with a positive reputation is non-responsive to an RFP, it would be helpful to inquire about their reasoning.
- Either Edge or Kramer could do this project. Kramer has redundancies that ensure that the project could continue in the event of a change within the project team. The SCC had been interested in Plante Moran being an option if an agreement had been reached. It was clear that the lack of agreement with Plante Moran was not for lack of effort on the City's part. Both Edge and Kramer stayed late to present to the Commission, and demonstrated the capacity to carry out this project. Rebidding the project would take another month. Deviating from the City's RFP process in this case in order to work with Plante Moran would establish a poor precedent.
- Allowing bidders to redefine projects would have a negative impact on the City's ability to conduct its business efficiently.

Public Comment

George Dilgard supported attempting to work to reach an agreement with Plante Moran.

MOTION: Motion by Commissioner Long, seconded by Commissioner Host:
To approve the 2024-bid proposal with Kramer Management Group for Owner's Representative Services to support the potential renovation/expansion or demolition/new build of the building at 400 East Lincoln, in the amount not to exceed \$625,500. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

AND

To approve a contract for owner's representation to Kramer Management Group for an amount not to exceed \$625,500.00; to charge this expenditure to account number 101.0-656.000-811.0000; and further to appropriate and amend the 2023-2024 General Fund budget as follows:

Revenues:

Use of Fund Balance	101.0-000.000-400.0000	\$625,500.00
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Expenditures:

Health and Welfare	101.0-656.000-811.0000	\$625,500.00
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Commissioner comments were as follows:

- Plante Moran was correct in identifying some issues with the process. It was unclear how an owner's representative could guide this process at this point given the presently undetermined aspects of the process.

Public Comment

Mr. Dilgard commented regarding his concerns with the RFP.

Peter Kramer, of Kramer, commented that the RFP was well done and supported the motion on the table.

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

Nays, None

05-438-24 2024-2025 Budget Appropriations Resolution

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

MOTION: Motion by Commissioner Haig, seconded by Commissioner Host:
 To adopt the budget appropriations resolution and establishing the total number of mills for ad valorem property taxes to be levied for the fiscal year commencing July 1, 2024 and ending June 30, 2025.

The Commission commended FD Gerber on what would likely be his final approved budget before his retirement.

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

Nays, None

05-439-24 Water/Sewer Rate Changes for 2024-2025

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

MOTION: Motion by Commissioner Host, seconded by Commissioner Long:

To amend the Schedule of Fees, Charges, Bonds and Insurance for changes in water, sewer, storm water, industrial surcharge, and industrial waste control charge rates effective for bills with read dates on or after July 1, 2024.

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

Nays, None

05-440-24 Camera System Upgrade, Install, and Connectivity

PC Grewe presented the item. Staff answered informational questions from the Commission. It was determined that each bidder would present while the other bidder waited in a separate room. The bidders were DA Central and Security Designs. DA Central presented first.

Commissioner comments were as follows:

- Ride-alongs with the Police Department demonstrate the need for additional cameras in the City.

MOTION: Motion by Commissioner Long, seconded by Commissioner Host:
To approve an agreement with D/A Central for the Camera System Replacement, Install and Connectivity, including the five (5) year licensing option in the amount not to exceed \$733,300.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

ROLL CALL VOTE: Ayes, Commissioner Baller
 Commissioner Haig
 Commissioner Host
 MPT Schafer
 Mayor McLain
 Commissioner Long

Nays, Commissioner Longe

05-441-24 Division 4 Stormwater Runoff and Division 5 Separate Storm Sewer System Ordinance Amendment

Given the hour and the Commission's affirmation that they had reviewed the item, no report was given. CE Coatta answered informational questions from the Commission.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To amend Part II of the City Code, Chapter 114, Utilities, Article III. Sewer Service, Division 4. Stormwater Runoff to reduce allowable discharge rates and to add a section requiring parcels 0.50 acres or greater to adopt Oakland County Water Resource Commission stormwater design

standards, and to amend Division 5 Separate Storm Sewer System to add a section with standards for parcels 0.50 acres or greater.

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

Nays, None

05-442-24 Resolution Supporting House Bill 5696

The Mayor introduced the item.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Haig:
To accept and endorse and to direct the Mayor to sign the resolution.

Commissioner comments were as follows:

- There was enthusiastic support for the bill.
- This bill would have further to go before approval might occur, and so it would not have immediate effect even if approved. The City was proud to be working on this effort along with other communities along Woodward.

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

Nays, None

Commission Items for Future Discussion

05-443-24 RFPs

MOTION: Motion by Commissioner Baller, seconded by Mayor McLain:
To discuss RFPs.

VOICE VOTE: Ayes, Commissioner Longe
 Commissioner Haig
 Commissioner Host
 MPT Schafer

Mayor McLain
Commissioner Long
Commissioner Baller

Nays, None

05-444-24 Design Considerations

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To discuss a possible addition to agenda items where we say 'fiscal impact' and 'sustainability impact' that would say 'design considerations'.

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

Nays, None

Commission discussion on items from a prior meeting

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

A. Shirley & Arlington Letters

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments

Commissioner Host commended everyone for staying late to complete the agenda.

The Mayor added that she was proud the agenda was completed with transparency and civility.

Commissioner Longe said it would be helpful for the Engineering Department to have a bulleted document explaining why horizontal directional drilling (HDD) was inappropriate for Arlington and Shirley. She said the concerns raised in Mr. Mirro's May 19, 2024 letter should also receive a written reply from the City that could be distributed widely.

The Mayor noted staff's commitment to create a document addressing HDD and the newest concerns raised by Mr. Mirro. She noted that staff would share that information at a meeting with the Shirley and Arlington neighborhood on June 3, 2024.

Commissioner Long expressed frustration that some of the same questions regarding Arlington and Shirley have been raised and answered a number of times. He noted that documentation of those questions and answers was available. He also reiterated that his statement regarding Westwood was that while the residents on Westwood received the cape seal surface they requested, they were ultimately unhappy with the outcome.

Commissioner Longe acknowledged the frustration, and said that the City could assume a bit of additional responsibility to ensure that the answers regarding Arlington and Shirley are clear and easily accessible to everyone. She noted that answering residents verbally and expecting residents to watch prior meetings did not seem to be working.

MPT Schafer opined that there may be a motivation beyond a lack of awareness leading to the repeatedly raised issues regarding Arlington and Shirley.

The Mayor noted that the decisions around Arlington and Shirley were based on health and safety considerations.

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

INFORMATION ONLY

XI. ADJOURN

The Commission motioned to adjourn at 2:37 a.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

City of Birmingham

Warrant List Dated 05/23/2024

Meeting of 06/03/2024

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
298068		005430	21ST CENTURY MEDIA- MICHIGAN	951.25
298068	*	005430	21ST CENTURY MEDIA- MICHIGAN	2,219.75
298069	*	000855	48TH DISTRICT COURT	267.00
298070		009406	911 MECHANICAL	284.00
298071	*	000951	ALL AMERICAN CASH REGISTER INC	220.00
298072		BDREFUND	ALLEN BROTHERS INC.	100.00
298073		009813	ALMA TIRE SERVICE INC	2,235.41
298074		008988	ASTI ENVIRONMENTAL	475.00
298075		BDREFUND	BASEMENT CRACKS & LEAKS/METRO	100.00
298076	*	009634	BEARING SERVICE	266.15
298077		BDREFUND	BERG, PATRICK	1,000.00
298078	*	002231	BILLINGS LAWN EQUIPMENT INC.	1,009.97
298079		BDREFUND	BLACKSTONE BUILDING COMPANY LLC	200.00
298080		BDREFUND	BOJI GROUP	500.00
298081		003907	CADILLAC ASPHALT, LLC	8,231.86
298082		000902	CENGAGE LEARNING INC	31.19
298083		009137	CGS, INC	3,300.00
298084		BDREFUND	CHARRON, DOUGLAS R	200.00
298085		008480	COMPU-TECTURE INC	4,925.38
298086		BDREFUND	CONREST INC.	100.00
298087	*	000627	CONSUMERS ENERGY	750.16
298088		MISC	CRYSTAL DALLOO	40.00
298089		009309	DEALER AUTO PARTS	56.01
298090		007795	DG TECHNOLOGIES	870.00
298091	*	000179	DTE ENERGY	12.06
298092	*	000179	DTE ENERGY	40.93
298093	*	000179	DTE ENERGY	19.92
298094	*	000180	DTE ENERGY	8,903.31
298095		002375	DUANY PLATER-ZYBERK & CO.	26,529.00
298096	*	000274	E-Z-GO DIVISION OF TEXTRON INC	8,556.41
298097		004493	ELITE IMAGING SYSTEMS, INC	732.59
298098		BDREFUND	FERLITO CONSTRUCTION	100.00
298099		BDREFUND	FINISHED BASEMENTS PLUS LLC	200.00
298100		005524	FRIENDS OF THE ROUGE	2,200.00
298101		BDREFUND	GIANNOLA, CHRISTOPHER J	1,000.00
298102		BDREFUND	GILLETTE BROTHERS POOL & SPA	200.00
298103		BDREFUND	GLOBAL PROPERTY SOLUTIONS LLC	200.00
298104	*	006388	GODDARD COATINGS COMPANY	25,500.00
298105	*	004604	GORDON FOOD	395.38
298106	*	007347	GREAT LAKES AWARDS, LLC	95.50
298107		BDREFUND	GREAT LAKES CUSTOM BUILDERS	100.00
298108	*	000245	GREAT LAKES POPCORN CO	399.75

City of Birmingham
Warrant List Dated 05/23/2024

Meeting of 06/03/2024

Check Number	Early Release	Vendor #	Vendor	Amount
298109		BDREFUND	GREEN, S M	500.00
298110		001447	HALT FIRE INC	2,762.03
298111		001836	HISTORICAL SOCIETY OF MICHIGAN	100.00
298112	*	001956	HOME DEPOT CREDIT SERVICES	404.63
298113		BDREFUND	JACOBS, ROBERT	100.00
298114		009605	NAGY DEVLIN LAND DESIGN LLC	4,000.00
298115	*	MISC	JOSHUA PARKS	25.52
298116		BDREFUND	JUREWICZ, JOHN	100.00
298117		BDREFUND	KASTLER CONSTRUCTION INC	200.00
298118	*	004088	KGM DISTRIBUTORS INC	595.00
298119		003620	LANGUAGE LINE SERVICES INC	108.50
298120		009581	LAW ENFORCEMENT SEMINAR, LLC	425.00
298121		009375	LITHIA MOTORS, INC SUPPORT SERVICES	4,263.48
298122		004484	MACOMB COMMUNITY COLLEGE	6,217.00
298123		009082	MADISON ELECTRIC COMPANY	108.40
298124		009866	MARSHALL LANDSCAPE	945.00
298125		009546	MASTERS TELECOM	64.16
298126		BDREFUND	MICHAEL MOCERI INC	400.00
298127		BDREFUND	MICHIGAN ASPHALT PAVING	102.00
298128	*	001677	STATE OF MICHIGAN-ELEVATOR	185.00
298129		006349	MIDWEST COLLABORATIVE	100.00
298130		000230	MIKE SAVOIE CHEVROLET INC	469.21
298131		BDREFUND	MIKES CONTRACTING SERVICES LLC	300.00
298132		BDREFUND	MOSHER DOLAN	100.00
298133		BDREFUND	MT EVEREST MAINTENANCE	500.00
298134		BDREFUND	N A MANS SONS INC	500.00
298135	*	007469	NIGHT FLYER GOLF	202.15
298136		009704	NOAR TECHNOLOGIES	1,400.00
298137		BDREFUND	NORTHERN SIGN CO INC	200.00
298138	*	000477	OAKLAND COUNTY	525,061.68
298139	*	009478	ODP BUSINESS SOLUTIONS, LLC	332.59
298140		006785	OVERDRIVE, INC.	11,637.23
298141		BDREFUND	P G PROPERTY HOLDINGS II LLC	200.00
298142		BDREFUND	PERFORMANCE RESIDENTIAL REMODELING	500.00
298143	*	006432	ELISABETH PHOU	40.20
298144		BDREFUND	PRM CUSTOM BUILDERS LLC	3,800.00
298145		004137	R & R FIRE TRUCK REPAIR INC	237.80
298146		BDREFUND	RAVES CONSTRUCTION	200.00
298147		BDREFUND	RENEWAL BY ANDERSEN	500.00
298148	*	007336	REVIZE LLC	3,900.00
298149		BDREFUND	ROBERT A WOLFSON AGRMNT TRUST	300.00
298150		BDREFUND	ROBERT CLANCY CONTRACTING	2,900.00
298151		BDREFUND	ROMA CEMENT CO INC	100.00

City of Birmingham

Warrant List Dated 05/23/2024

Meeting of 06/03/2024

Check Number	Early Release	Vendor #	Vendor	Amount
298152		BDREFUND	RYAN CONSTRUCTION INC	500.00
298153		006932	SALINE DISTRICT LIBRARY	9.99
298154	*	002806	SAM'S CLUB/SYNCHRONY BANK	496.45
298155		003483	SHERWIN WILLIAMS COMPANY	126.88
298156	*	000260	SPARTAN DISTRIBUTORS INC	628.00
298157		003743	STANLEY STEEMER	1,432.00
298158		BDREFUND	STATE, JONATHON P	100.00
298159		009819	SUCCESS 911, LLC	845.00
298160		006749	SUPERIOR SCAPE, INC	50,042.00
298161		BDREFUND	TEMPLETON BUILDING COMPANY	100.00
298162		BDREFUND	THOMAS SEBOLD & ASSOCIATES, IN	1,000.00
298163		BDREFUND	TOTAL ASPHALT PAVING INC	100.00
298164		004379	TURNER SANITATION, INC	165.00
298164	*	004379	TURNER SANITATION, INC	85.00
298165	*	007226	VALLEY CITY LINEN, INC	68.22
298166	*	000293	VAN DYKE GAS CO.	90.00
298167	*	000158	VERIZON WIRELESS	365.90
298168	*	000158	VERIZON WIRELESS	308.16
298169	*	000158	VERIZON WIRELESS	98.34
298170		BDREFUND	VITTI CONSTRUCTION	100.00
298171		BDREFUND	WALLSIDE WINDOWS	500.00
298172		BDREFUND	WEATHERGARD WINDOWS CO INC	500.00
298173		BDREFUND	WECHSLER CONSTRUCTION LLC	300.00
298174		009026	WELLS FARGO VENDOR FIN SERV	768.47
298175		BDREFUND	WILLIAM J HARRIS	200.00
SUBTOTAL PAPER CHECK				\$737,533.97
<u>ACH TRANSACTION</u>				
10685	*	008649	ROBERT ABRAHAM JR.	12.00
10686		003708	AIRGAS USA, LLC	383.61
10687	*	000517	BEIER HOWLETT PC	48,719.00
10688	*	007345	BEVERLY HILLS ACE	2.74
10689		009183	BOB ADAMS TOWING	131.35
10690	*	003282	LISA MARIE BRADLEY	168.00
10691	*	009122	CLAIRE CHUNG	596.16
10692		000605	CINTAS CORPORATION	195.85
10693		000605	CINTAS CORPORATION	25.88
10694	*	009540	CIVICPLUS, LLC	1,100.00
10695	*	008044	CLUB PROPHET	492.00
10696		002234	CMP DISTRIBUTORS INC	2,656.00
10697		002668	CONTRACTORS CLOTHING CO	854.74
10697	*	002668	CONTRACTORS CLOTHING CO	70.99
10698		009840	THOMAS S. KLISE COMPANY, INC	739.15
10699	*	000565	DORNBOSCH & SAFETY INC	491.77

City of Birmingham
Warrant List Dated 05/23/2024

Meeting of 06/03/2024

Check Number	Early Release	Vendor #	Vendor	Amount
10700		000213	FIRE DEFENSE EQUIP CO INC	43.96
10701	*	009833	GEN OIL COMPANY	2,395.71
10702		002532	GOLLING CHRYSLER JEEP DODGE INC	726.76
10703	*	000243	GRAINGER	148.05
10704	*	001672	HAYES PRECISION INC	90.00
10705		000261	J.H. HART URBAN FORESTRY	33,475.72
10705	*	000261	J.H. HART URBAN FORESTRY	1,878.00
10706	*	002576	JAX KAR WASH	134.00
10707	*	009298	JCR SUPPLY INC	241.25
10708	*	003458	JOE'S AUTO PARTS, INC.	159.03
10709	*	007244	CHRISTOPHER JUDKINS	538.00
10710	*	004085	KONE INC	269.30
10711	*	007096	CANDACE KUK-LAFERLE	525.00
10712	*	005550	LEE & ASSOCIATES CO., INC.	423.84
10713		009663	MACQUEEN EQUIPMENT, LLC	1,489.03
10714		007755	NETWORK SERVICES COMPANY	1,354.50
10715	*	009706	NORTHSTAR MAT SERVICE	327.48
10716	*	006359	NYE UNIFORM COMPANY	2,232.45
10717	*	002767	OSCAR W. LARSON CO.	239.00
10718	*	009820	PLUNKETT COONEY	2,675.50
10719	*	001181	ROSE PEST SOLUTIONS	382.00
10720		009347	SAFELITE FULFILLMENT, INC	793.52
10721	*	003785	SIGNS-N-DESIGNS INC	699.00
10722		000254	SOCRRA	76,801.00
10723	*	004692	TRANSPARENT WINDOW CLEANING	6,740.00
10724	*	004320	TRI-COUNTY POWER RODDING, INC	225.00
10725	*	000969	VIGILANTE SECURITY INC	528.00
10726	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	143.66
SUBTOTAL ACH TRANSACTION				\$192,318.00
GRAND TOTAL				\$929,851.97

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham

Warrant List Dated 05/30/2024

Meeting of 06/03/2024

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
298176	*	000855	48TH DISTRICT COURT	285.00
298177		BDREFUND	ACCETTURA, MARK	100.00
298178	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	1,256.50
298179	*	009519	ADVANTAGE REPORTING	30.50
298180		009872	AMERICAN MULCH PRODUCERS	720.00
298181		BDREFUND	ARMANDO GIUSEPPE INC	2,500.00
298182		009290	ARSENAL POWERSPORTS LLC	131.35
298183		000500	ARTECH PRINTING INC	56.00
298183	*	000500	ARTECH PRINTING INC	108.00
298184	*	009586	ASPEN OUTDOORS	280.00
298185		BDREFUND	AYAR CONSTRUCTION LLC	500.00
298186		BDREFUND	B & B POOL SERVICE SUPPLY CO	2,350.00
298187		BDREFUND	BABI CONSTRUCTION INC	2,000.00
298188		009609	BALIAN LEGAL, PLC	2,400.00
298189	*	002231	BILLINGS LAWN EQUIPMENT INC.	369.00
298190		007540	BIO SYSTEMS, INC.	1,245.00
298191		008355	BIRMINGHAM PUBLIC SCHOOLS	225.00
298192		BDREFUND	C & S CONSTRUCTION	100.00
298193		003907	CADILLAC ASPHALT, LLC	679.85
298194	*	009078	CANON SOLUTIONS AMERICA INC	635.86
298195		007732	CAPITAL TIRE, INC.	282.00
298196		BDREFUND	CAPPUSO BUILDING LLC	1,300.00
298197		008959	CASS COLLISION CLAWSON, INC	1,831.59
298198		000902	CENGAGE LEARNING INC	27.99
298199		BDREFUND	COASTAL DESIGN & BUILD	700.00
298200	*	000627	CONSUMERS ENERGY	5,025.37
298201		003923	CUMMINS BRIDGEWAY LLC	1,102.05
298202	*	009549	DAN'S LAWN MAINTENANCE	1,400.00
298203		009309	DEALER AUTO PARTS	123.21
298204		008559	DETROIT BATTERY COMPANY LLC	554.64
298205		004198	DETROIT HITCH CO	29.40
298206	*	000179	DTE ENERGY	179.17
298207	*	000179	DTE ENERGY	375.46
298208	*	000179	DTE ENERGY	127.18
298209	*	000179	DTE ENERGY	50.33
298210	*	000179	DTE ENERGY	1,881.45
298211	*	000179	DTE ENERGY	43.89
298212	*	000179	DTE ENERGY	274.31
298213	*	000179	DTE ENERGY	7,282.91
298214	*	000179	DTE ENERGY	1,916.08
298215	*	000179	DTE ENERGY	4,768.30
298216	*	000179	DTE ENERGY	2,733.36

City of Birmingham

Warrant List Dated 05/30/2024

Meeting of 06/03/2024

Check Number	Early Release	Vendor #	Vendor	Amount
298217	*	000179	DTE ENERGY	17.63
298218	*	000179	DTE ENERGY	1,502.75
298219	*	000179	DTE ENERGY	39.90
298220	*	000179	DTE ENERGY	18.43
298221	*	000179	DTE ENERGY	22.75
298222	*	000179	DTE ENERGY	19.66
298223	*	000179	DTE ENERGY	26.42
298224	*	000179	DTE ENERGY	140.00
298225		000179	DTE ENERGY	25.60
298226	*	000179	DTE ENERGY	7,110.75
298227		003613	EBSCO INFORMATION SERVICES, INC	301.57
298228		001495	ETNA SUPPLY	2,471.83
298229		007314	FLEIS AND VANDENBRINK ENG. INC	5,827.00
298230		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	200.00
298231	*	009387	FRAIBERG & PERNIE PLLC	360.00
298232	*	004604	GORDON FOOD	575.88
298233		BDREFUND	GREAT LAKES LANDSCAPE DESIGN, INC	1,400.00
298234	*	008007	GREAT LAKES WATER AUTHORITY	8,328.32
298235	*	006666	GRID 4 COMMUNICATIONS INC.	228.39
298236		BDREFUND	GULLO, PETER M	200.00
298237	*	001956	HOME DEPOT CREDIT SERVICES	793.69
298238		BDREFUND	HRH CONSTRUCTION LLC	14,125.00
298239	*	009401	IRENE S WASSEL	360.00
298240		BDREFUND	J NELSONS CONSTRUCTION LLC	300.00
298241	*	009403	JUSTIN ZAYID	720.00
298242		005291	KAESER & BLAIR INC	859.47
298243		BDREFUND	KAZMIROWSKI, STEPHEN	100.00
298244		BDREFUND	KHALID DALLOO	100.00
298245	*	006043	LANDSCAPE STRUCTURES INC	4,272.14
298246	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,200.00
298247		000797	THE LIBRARY NETWORK	1,876.58
298248		009375	LITHIA MOTORS, INC SUPPORT SERVICES	1,208.35
298249		009870	LORNA TURNER	71.54
298250		001669	MACP	25.00
298251	*	000888	MCKENNA ASSOCIATES INC	52,221.01
298252	*	000369	MCMI	1,435.00
298253		BDREFUND	MEDUSA INVESTMENTS	100.00
298254	*	009143	MICHAEL SHUKWIT	500.00
298255		BDREFUND	MICHIGAN SOLAR SOLUTIONS	200.00
298256		BDREFUND	MILLER LANDSCAPE INC	200.00
298257		BLREFUND	MIU MENS HEALTH FOUNDATION	165.00
298258	*	009478	ODP BUSINESS SOLUTIONS, LLC	785.83
298259	*	009578	OLIVIA PARKIN	582.25

City of Birmingham

Warrant List Dated 05/30/2024

Meeting of 06/03/2024

Check Number	Early Release	Vendor #	Vendor	Amount
298260		009612	PLAYAWAY PRODUCTS LLC	193.47
298261	*	009394	RABAA & NACHAWATI PLLC	360.00
298262	*	008342	RAIN MASTER CONTROL SYSTEMS	38.85
298263		BDREFUND	READY DIG EXCAVATION	1,000.00
298264		MISC	ROBERTA LABRIOLA	35.39
298265	*	009601	SCNS INC	141.20
298266		004072	SHOWCASES	14.10
298267	*	008073	SITEONE LANDSCAPE SUPPLY, INC	1,336.01
298268	*	000260	SPARTAN DISTRIBUTORS INC	9,571.78
298269	*	009201	STEPHEN SHUKWIT	2,450.00
298270		BDREFUND	THE ADAMS GROUP INC	2,000.00
298271		004379	TURNER SANITATION, INC	165.00
298271	*	004379	TURNER SANITATION, INC	125.00
298272	*	007226	VALLEY CITY LINEN, INC	30.60
298273	*	000293	VAN DYKE GAS CO.	87.60
298274	*	000158	VERIZON WIRELESS	1,053.32
298275		006491	VILLAGE AUTOMOTIVE INC	300.00
298276		BDREFUND	WEATHERGARD WINDOWS CO INC	1,000.00
298277		BDREFUND	WECHSLER CONSTRUCTION LLC	500.00

SUBTOTAL PAPER CHECK	\$179,400.81
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ACH TRANSACTION

10733	*	002284	ABEL ELECTRONICS INC	3,139.98
10734	*	009868	ABOUT FACES ENTERTAINMENT	945.00
10735	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	557.70
10736	*	009323	ALEXANDRIA BINGHAM	15.00
10737	*	009576	ARAMARK REFRESHMENT SERVICES	28.98
10738	*	001357	ART/DESIGN GROUP LTD	162.50
10739	*	009383	BATTI LAW PLLC	720.00
10740	*	007345	BEVERLY HILLS ACE	499.99
10741		006683	BIRMINGHAM LAWN MAINTENANCE, INC	26,681.00
10742		009183	BOB ADAMS TOWING	278.10
10743		007875	CANFIELD EQUIPMENT SERVICE INC.	820.55
10744	*	009396	CECILIA QUIRINDONGO BAUNSOE	360.00
10745	*	009122	CLAIRE CHUNG	287.50
10746		000605	CINTAS CORPORATION	230.75
10747		000605	CINTAS CORPORATION	45.88
10748	*	000605	CINTAS CORPORATION	220.13
10749		000605	CINTAS CORPORATION	379.64
10750		002234	CMP DISTRIBUTORS INC	3,599.95
10751	*	009557	ZECO, LLC	550.00
10752	*	007538	EGANIX, INC.	720.00
10753		000213	FIRE DEFENSE EQUIP CO INC	18.60
10754	*	000243	GRAINGER	393.28

City of Birmingham
Warrant List Dated 05/30/2024

Meeting of 06/03/2024

Check Number	Early Release	Vendor #	Vendor	Amount
10755	*	008105	JASON GRANROTH	98.66
10756	*	009382	HB LAW, PLLC	360.00
10757		001318	HERC RENTALS	1,869.00
10758		007927	MICHELLE HOLLO	665.00
10759	*	009390	IDUMESARO LAW FIRM, PLLC	360.00
10760	*	000261	J.H. HART URBAN FORESTRY	1,186.00
10761	*	003458	JOE'S AUTO PARTS, INC.	405.94
10762	*	008827	KANOPY, INC	369.75
10763	*	005876	KROPF MECHANICAL SERVICE COMPANY	1,886.53
10764	*	009392	LAMB LEGAL CONSULTING SERVICES	360.00
10765	*	009385	LAW OFFICE OF MICHAEL J. DICK	792.00
10766	*	005550	LEE & ASSOCIATES CO., INC.	622.17
10767		009536	LEXIPOL	9,999.00
10768		009663	MACQUEEN EQUIPMENT, LLC	1,540.27
10769	*	009398	MARCIA C ROSS PC	1,080.00
10770		002013	MIDWEST TAPE	10,866.52
10771	*	009844	MYA BROWN	15.00
10772		001864	NOWAK & FRAUS ENGINEERS	44,767.00
10773	*	006359	NYE UNIFORM COMPANY	728.50
10774	*	009395	ORLANDO LAW PRACTICE PC	360.00
10775	*	002767	OSCAR W. LARSON CO.	239.00
10776	*	006853	PAUL C SCOTT PLUMBING INC	705.00
10777	*	001753	PEPSI COLA	636.45
10778	*	009869	PIRTEK AUBURN HILLS	382.72
10779	*	000478	ROAD COMM FOR OAKLAND CO	2,578.97
10780	*	009301	SECURE-CENTRIC INC	1,512.00
10781	*	003785	SIGNS-N-DESIGNS INC	1,025.00
10782	*	002037	TOTAL ARMORED CAR SERVICE, INC.	281.45
10783		005861	UNIQUE MGMT SERVICE, INC	51.50
10784	*	009379	YELLOW DOOR LAW	7,428.00
SUBTOTAL ACH TRANSACTION				\$133,825.96
GRAND TOTAL				\$313,226.77

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

City Clerk's Office

DATE: May 28, 2024

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: Birmingham Cruise Event

INTRODUCTION:

The Birmingham Shopping District has submitted a special event application to hold the Birmingham Cruise Event on August 17, 2024. The event begins at 9:00 a.m. and concludes at 8:00 p.m. Set up for the event is scheduled on August 13 and 16, 2024. Teardown is scheduled to be completed by August 18, 2024 at 2:00 p.m.

BACKGROUND:

The necessary departments reviewed the proposed event details submitted in the application, and departments provided feedback on requirements and estimated costs. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval.

For over 25 years, the annual Birmingham Cruise Event has attracted thousands of visitors to its classic car show in the heart of downtown, along Old Woodward. The event will also include sponsor displays and food trucks.

The following events occur in month of August in Birmingham and do not pose a conflict for this event:

Farmers Market	Sundays	Lot 6
Movie Nights	08/09/24	Booth Park
In The Park Concerts	08/07/24, 08/14/24	Shain Park
Next Level Summer Performance	08/11/24	Shain Park

LEGAL REVIEW:

The City Attorney has reviewed the application and has no concerns or objections.

FISCAL IMPACT:

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

SUSTAINABILITY:

Recycling bins will be placed in the event area.

PUBLIC COMMUNICATIONS:

The Birmingham Shopping District 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 Birmingham Cruise Event to be held August 17, 2024 from 9:00 a.m. to 8:00 p.m., with set up August 13 and 16, 2024. Teardown will be completed by August 18, 2024.

ATTACHMENTS:

- Special event application
- Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated May 9, 2024. Notification addresses are on file in the Clerk's Office.
- Department approval page with comments and estimated costs

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to approve a special event permit as requested by the Birmingham Shopping District to hold the Birmingham Cruise Event on August 17, 2024 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.

24-00012514

CLERK'S OFFICE

RECEIVED

MAY 02 2024
1:55 PM

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

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

Police Department acknowledgement: 

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application May 2, 2024

Name of Event Birmingham Cruise Event

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

Car Show and cruise with related activities and entertainment

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

Date(s) of Event Saturday, August 17, 2024 Hours of Event 9 a.m. - 5 p.m., sponsor display 9 a.m. - 8 p.m.

Date(s) of Set-up August 16, 2024 (grassy area 8/13/24) Hours of Set-up 7 a.m. - 8 p.m.

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

Date(s) of Tear-down day of event/sponsor display 8/18/24 Hours of Tear-down City streets north of Haynes 5-7 p.m.
Haynes to Lincoln complete by 2 p.m. 8/18/24

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

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

Contact Email jbrook@bhamgov.org

II. EVENT INFORMATION

1. Organization Type city - Birmingham Shopping District
(city, non-profit, community group, etc.)
2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) Chevy, WOMC, others TBD

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

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

5. Is the event a fundraiser? YES ☐ NO ☒
List beneficiary _____
List expected income _____ Attach information about the beneficiary.
6. First time event in Birmingham? YES ☐ NO ☒
If no, describe This is an annual event.

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

8. The event will be held on the following city property: (Please list)
☒ Street(s) S. Old Woodward and portions of Brown, Merrill, Frank, Bowers, Haynes, and Landon

☐ Sidewalk(s) _____

☐ Park(s) _____

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 City parking structures

Barricades for street closures

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

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

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

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 We would like police officers on-site during the event to help with crowd control and security.

We would also like to have paramedics on-site in case of medical emergencies.

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

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

13. Will music be provided? YES ☒ NO ☐

X Live X Amplification X Loudspeakers

Recorded Time music will begin 9 a.m.

Time music will end 8 p.m.

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

14. Will there be signage in the area of the event? YES ☒ NO ☐

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

Size of signs/banners TBD

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

15. Will food/beverages/merchandise be sold? YES ☒ NO ☐

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

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$10.00 each includes 1 bag For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$350.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant 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)	BSD - one 10'x10' sponsors TBD	
Portable Toilets	16	12 reg & 4 handicap
Rides	n/a	
Displays	50+	varying sizes
Vendors	5-10	various sizes
Temporary Structure (must attach a photo)	TBD - sponsor will submit plans to building department for appropriate permits	
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Birmingham Cruise Event

EVENT DATE August 17, 2024

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

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

Erika Bassett

Signature

4/30/24

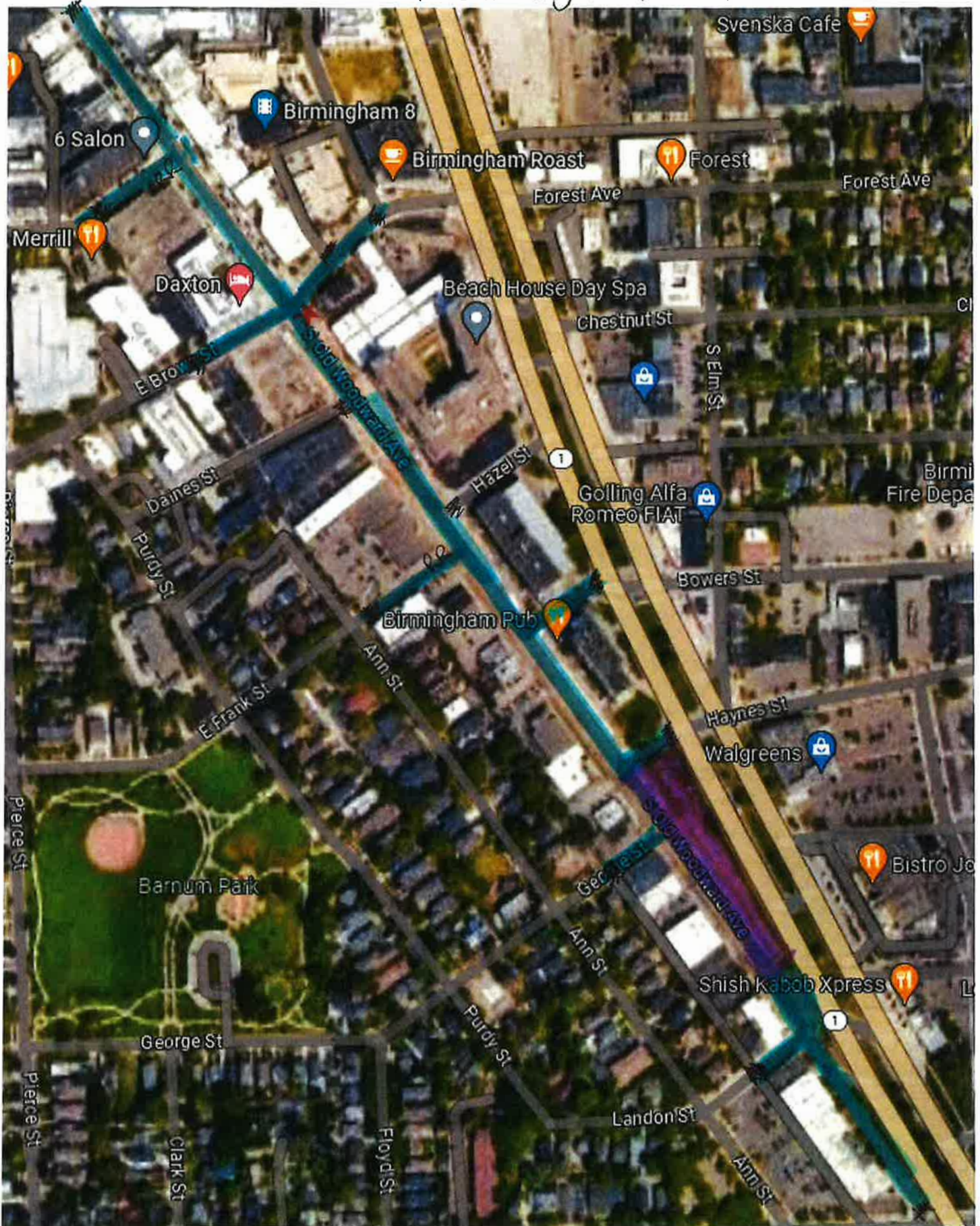
Date

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

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

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

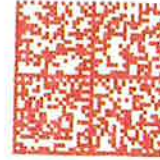
2024 Birmingham Cruise Event



- car club parking + sponsors/vendors
- Chevy display
- info tent
- Barricades
- RR - restrooms

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

FIRST-CLASS

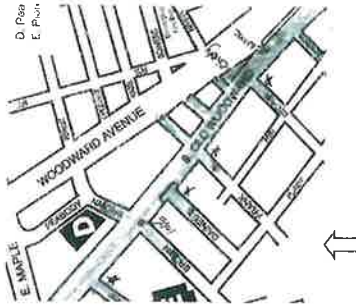


US POSTAGE IMMEDIATE DELIVERY PITNEY BOWES

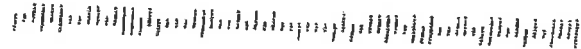


ZIP 48009 \$ 000.53⁰
02 7W
0008029208 MAY 09 2024

BIRMINGHAM CRUISE EVENT
2024



Property/Business Owner
2153 CANNA WAY
NAPLES, FL 34105



SPECIAL EVENT REQUEST NOTIFICATION

May 9, 2024

TO: Property Owners and Business Owners

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

NAME OF EVENT: Birmingham Cruise Event

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

DATE/TIME: Saturday, August 17, 2024 from 9 a.m. to 8 p.m.

DATE OF CITY COMMISSION MEETING: June 3, 7:30 p.m.

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

EVENT ORGANIZER: Birmingham Shopping District

ADDRESS: 151 Martin Street, Birmingham

PHONE: 248-530-1200

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

DEPARTMENT APPROVALS

EVENT NAME: Birmingham Cruise Event

COMMISSION HEARING DATE: June 3, 2024

LICENSE NUMBER # 24-00012514

NOTE TO STAFF: Please submit approval by 05/20/2024

DATE OF EVENT: 08/17/24

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101.0-000.000-636.0005 248.530.1855	TBC	No Cost No Comment			
BUILDING 101.0-000.000.636.0005 248.530.1850	MJM	Tents over 400 Sqft. Require permits		\$6704.50	
FIRE 101.0-000.000-636.0004 248.530.1900	JS	-Maintain fire lane where possible to 16 feet wide by 13'6" vertical (exception made for bump outs and single lane on South Old Woodward as discussed where 14-15' is acceptable). Established fire lane <i>must</i> remain clear at all times. -Food trucks and tents will be inspected, no gas or fuel cans will be permitted in festival area. - Follow food truck vendor safety sheet. - No cooking devices shall be used under tents without proper clearances - All extension cords shall use protective wire bridge to avoid direct contact from foot or vehicle traffic - Fire extinguishers required for tent or vehicle vendors size 3A:40: BC (5 lb, ABC) no exceptions. Additional Fire and EMS crews will be on duty.		\$7300.00	

POLICE 101.0-000.000.636.0003 248.530.1870	RK	Personnel, including Overwatch & Drone coverage, cones, meter bags, and barricades.		\$7,000.00	
PUBLIC SERVICES 101.0-000.000-636.0002 248.530.1642	CL	Roll off dumpsters at fire station for trash removal. Costs includes dumpsters, setup, staffing during event and cleanup.		\$17,500	
ENGINEERING 101.0-000.000.636.0002 248.530.1839	MC	An obstruction permit is required for the road closure at will be at no costs. Portions of Hazel and Daines will still be closed due to private construction	Obstruction Permit	\$0	
PARKING	AF	Standard parking rates in effect		\$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	
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	\$38,504.50	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

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

Name and Address of Participant:

City of Birmingham

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

Coverage Afforded:

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

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

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

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML001444022	7/1/2024	\$10,000,000
<u>Automobile Liability</u>			
<u>Other</u>			Bodily Injury & Property Damage Combined Single Limit

Description of Operations/Locations/Vehicles:

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

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

Name and Address of Certificate Holder:

Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 6/2/2023

By: *B. Sturtevant*
Authorized Representative

RECEIVED JUN 13 2023



MEMORANDUM

City Clerk's Office

DATE: May 21, 2024

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application Cancellation: Out of Office Cruise Event

The Out of Office Garage submitted a special event application for a Dream Cruise Party at Brooklyn Pizza. The application plan included barricading Henrietta Street from W. Maple Road to Martin Street. Upon review by the Engineering Department it was determined that the W. Maple Alley construction project would prevent the street from being barricaded. The applicant has rescinded the special event application and will instead use the street metered spaces to park vehicles. Before the event application was rescinded, local residents received the attached notification letter.

OUT
OF
OFFICE
GARAGE

SPECIAL EVENT REQUEST NOTIFICATION LETTER ON LETTERHEAD

DATE: 5/8/24
TO: Erica Ahmed
Residential Property or Business Owner
2400 Cole St Birmingham MI 48009
Address

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

EVENT INFORMATION

NAME OF EVENT: _____

LOCATION: 111 Henrietta St Birmingham - Brooklyn Pizzeria

DATE(S) OF EVENT 8/11/24 HOURS OF EVENT 6-8pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Out of Office Garage Dream Cruise Party. Display of cars for families to enjoy while eating pizza.

DATE(S) OF SET-UP 8/11/24 HOURS OF SET-UP 530pm

DATE(S) OF TEAR-DOWN 8/11/24 HOURS OF TEAR-DOWN 830pm

DATE OF CITY COMMISSION MEETING: June 3, 2024 7:30 p.m.

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

EVENT ORGANIZER: Erica Ahmed
ADDRESS: 2400 Cole St Birmingham MI 48009
PHONE: 248-376-3302
FOR QUESTIONS ON DAY OF EVENT, CONTACT: Erica 248-376-3302

A map showing street closures must be attached.

6-8 pm 02/16/04 event date

E Maple Rd.

W Maple Rd.

X Barricade

S Old Woodward Ave.

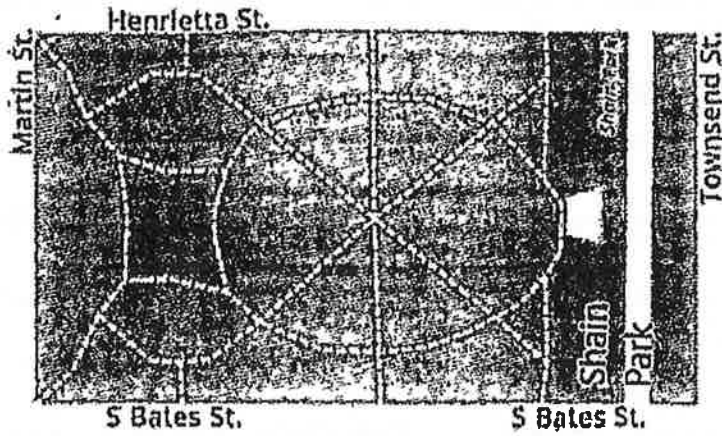
E Merrill St.

Pierce St.

Pierce St.

City Hall

X Barricade



W Maple Rd.

Martin St.

Library

W Merrill St.

Townsend St.

S Chester St.



MEMORANDUM

Finance Department

DATE: May 24, 2024

TO: Jana L. Ecker, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: 4th Quarter Budget Amendment

INTRODUCTION:

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

BACKGROUND:

The Uniform Budgeting Act requires budgets to be amended on a periodic basis as needed. Typically, this is done when the City Commission takes action to approve contracts throughout the year. As the fiscal year end approaches, departments were asked to submit their final revenue and expenditure estimates for the fiscal year. These estimates are compared to the amended budget to determine whether additional budget adjustments are necessary. By state law, only governmental funds are required to have budgets and therefore are the only funds that are recommended to be adjusted.

LEGAL REVIEW:

No legal review is required for this action.

FISCAL IMPACT:

Based on an analysis by the Finance Department of information provided by department heads, the following is a list of the City's governmental funds and recommended adjustments:

General Fund

Overall, General Fund expenditures are projected to be approximately \$2.1M under budget.

A majority of the variance (\$1.9M) is related to Public Works. This is mostly the result of sidewalk and fiber optic expenditures related to the S. Old Woodward Project coming in less than anticipated.

General Government is expected to be under budget by approximately \$300,000.

Judicial is expected to be over budget by \$185,000 as a result of the difference between what was advanced to the 48th District Court and what our proportionate share of the 48th District Court expenditures were for the Court's fiscal year ending December 31, 2023.

Public Safety is projected to be under budget by approximately \$300,000.

Recreation and Culture in total is expected to be approximately \$350,000 over budget as a result of higher personnel costs attributable to DPS time allocated to parks, community activities, and ice arena. Additionally, Allen House is expected to be approximately over budget as a result of a grant requiring more personnel costs (covered under grant) and the Barnum Park parking lot needs resurfacing.

Transfers Out is projected to be over budget by \$48,360 as a result of the local share for the Parking Lot #6 Floodwall Grant. When the project was approved by the City Commission, the local share portion was never budgeted for the project.

Greenwood Cemetery Perpetual Care Fund

No adjustments needed.

Major Street Fund

No adjustments needed.

Local Street Fund

No adjustments needed.

Solid Waste Fund

No adjustments needed.

Brownfield Redevelopment Authority

Payments to developers this year were more than budgeted due to catch up payments from tax revenues received in the prior year. As a result, a budget amendment will be necessary out of fund balance.

Principal Shopping District

No adjustments needed.

Triangle District Corridor Improvement Authority

No adjustments needed.

Law and Drug Enforcement Fund

No adjustments needed.

Debt Service Fund

No adjustments needed.

Capital Projects Fund

An adjustment is needed to record the transfer of funds from the General Fund for the local share of the floodwall grant and the additional cost of the contractor above the grant amount. Grant revenue and expenditures have already been adjusted when the grant was approved the City Commission.

Park Improvement Construction Fund

No adjustments needed.

SUSTAINABILITY:

Not applicable.

PUBLIC COMMUNICATIONS:

Not applicable.

SUMMARY:

Based on the analysis performed by the Finance Department, it is recommended that the City Commission approve the suggested budget amendments to the General, Brownfield Redevelopment, and Capital Projects Funds as explained above.

ATTACHMENTS:

None.

SUGGESTED RESOLUTION:

To approve the appropriations and amendments to the fiscal year 2022-2023 budget as follows:

General Fund:**Expenditures:**

Judicial	101.0-286.000-959.0300	\$ 186,000
Public Works	101.0-444.000-981.0100	(604,360)
Recreation and Culture	101.0-751.000-702.0001	100,000
	101.0-751.000-811.0000	80,000
	101.0-758.000-702.0001	30,000
	101.0-785.001-702.0001	100,000
	101.0-785.002-889.0000	20,000
	101.0-804.002-702.0001	40,000
Transfers Out	101.0-999.000-995.4030	<u>48,360</u>

Total Expenditure Adjustments \$ 0

Brownfield Redevelopment Authority:**Revenues:**

Draw from Fund Balance	243.0-000.000-400.0000	\$46,700
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Expenditures:

Community and Economic Development	243.0-726.000-967.0100	\$46,700
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Capital Projects Fund:Revenues:

Draw from Fund Balance	403.0-000.000-400.0000	\$(48,360)
Transfers In	403.0-901.018-699.0101	<u>48,360</u>
Total Revenue Adjustment		<u>\$ 0</u>



MEMORANDUM

Planning Division

DATE: May 24, 2024

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for 115 Willits – Sprazzo – Special Land Use Permit Amendment (Ownership Change)

INTRODUCTION:

The applicant has submitted a Special Land Use Permit Amendment application to change ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption in Downtown Birmingham. The subject site is located on the south side of Willits between Bates St. and N. Old Woodward.

The transfer of ownership will include minimal changes to the use of the business/property including a name change from “Mare Mediterranean” to “Sprazzo” as well as a shift in hours to include breakfast, lunch and dinner. Additionally, minor changes to the interior only will occur as a result of this transfer. If approved, the Special Land Use Permit would be transferred from Hospitality Birmingham, LLC (Mare Mediterranean) to Birmingham Omni Hospitality, LLC (Sprazzo).

BACKGROUND:

On July 12, 2021 ([Agenda](#) – [Minutes](#)), the City Commission moved to approve the original Special Land Use, Final Site Plan and Design Review application for Mare Mediterranean and enter into a Special Land Use Permit Contract with Hospitality Birmingham, LLC (Antonino Cutraro, Member).

LEGAL REVIEW:

The City Attorney has reviewed this request and has no objections as to form and content. The executed contract will be thoroughly reviewed at the time of the public hearing.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUSTAINABILITY:

Not applicable.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit Reviews, a legal ad will be placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on July 8, 2024. In addition, postcards will be sent out to property owners and occupants within 300 feet of the subject site.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of July 8, 2024 to consider the Special Land Use Permit Amendment for 115 Willits to transfer ownership and update the Special Land Use Permit with the new owner, Birmingham Omni Hospitality, LLC (Sprazzo).

ATTACHMENTS:

Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract (Draft)
- Approved Site/Design Plans (2021)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of July 8, 2024 to consider the Special Land Use Permit Amendment for 115 Willits to transfer ownership and update the Special Land Use Permit with the new owner, Birmingham Omni Hospitality, LLC (Sprazzo).

**Sprazzo
115 Willits
Special Land Use Permit Amendment 2024**

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for the establishment at 115 Willits on July 12, 2021;

WHEREAS, A Special Land Use Permit Amendment application was filed in May 2024 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 115 Willits from Hospitality Birmingham, LLC (Mare Mediterranean) to Birmingham Omni Hospitality, LLC (herein after referred to as "Sprazzo");

WHEREAS, The land for which the Special Land Use Permit is sought is located on the south side of Willits between Bates St. and N. Old Woodward;

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

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

WHEREAS, The Special Land Use Permit Amendment request for the transfer of ownership include changes to the business/operations of Mare Mediterranean including a name change to "Sprazzo" and new hours for breakfast, lunch and dinner. In addition, the restaurant will undergo minor, non-substantive changes on the interior;

WHEREAS, The Birmingham City Commission has conducted a public hearing on July 8, 2024, and has reviewed Sprazzo's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Sprazzo's application for a Special Land Use Permit Amendment at 115 Willits is hereby approved;

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

1. Sprazzo shall abide by all provisions of the Birmingham City Code;
2. Sprazzo shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2021; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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

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

BE FURTHER RESOLVED that Sprazzo is recommended for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 115 Willits from Hospitality Birmingham, LLC to Birmingham Omni Hospitality, LLC, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on July 8, 2024.

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT 115 WILLITS – SPRAZZO

This Contract is entered into this ____ day of _____, 2024 by and between **BIRMINGHAM OMNI HOSPITALITY, LLC**, whose address is 2864 Orenda St., Commerce Township, MI 48382 (hereinafter referred to as "Sprazzo"), **WILLITS RETAIL, LLC**, whose address is 1 Towne Square, Suite 1913, Southfield, MI 48076 (Property Owner), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (City).

R E C I T A L S:

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for Mare Mediterranean at 115 Willits on July 12, 2021;

WHEREAS, a Special Land Use Permit Amendment Application was filed in May 2024 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 115 Willits from Hospitality Birmingham, LLC (Mare Mediterranean) to Birmingham Omni Hospitality, LLC (Sprazzo); and,

WHEREAS, the land for which the Special Land Use Permit is sought is located on the south side of Willits between Bates St. and N. Old Woodward; and,

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

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

WHEREAS, The Special Land Use Permit Amendment request for the transfer of ownership include changes to the business/operations of Mare Mediterranean including a name change to "Sprazzo" and new hours for breakfast, lunch and dinner. In addition, the restaurant will undergo minor, non-substantive changes on the interior;

WHEREAS, the City of Birmingham Commission is granting a contract to Sprazzo for the approval of the use of an on-premises liquor license, Special Land Use Permit.

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Sprazzo's operation of an establishment at the Property. Sprazzo is not liable if the act or omission is the City's.

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

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

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

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

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

- a. Sprazzo shall abide by all provisions of the Birmingham City Code;
- b. Sprazzo shall comply shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2021; and
- c. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

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

16. Except as herein specifically provided, Sprazzo and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance

of this permit, and as they may be subsequently amended. Failure of Sprazzo to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit, after notice and a hearing.

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

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

(This space intentionally left blank)

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

BIRMINGHAM OMNI HOSPITALITY, LLC (Sprazzo)

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2024, before me personally appeared _____ who acknowledged that with authority on behalf of BIRMINGHAM OMNI HOSPITALITY, LLC to do so signed this Agreement.

Notary Public

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

WILLITS RETAIL, LLC (Property Owner)
(as to paragraph 10 only)

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2024, before me personally appeared _____, who acknowledged that with authority on behalf of WILLITS RETAIL, LLC to do so signed this Agreement.

Notary Public

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

CITY OF BIRMINGHAM

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

Joseph A. Shallal
Neb Mekani
John J. Orow
John N. Hindo
Alexander Shallal
Anthony Shallal

Law Offices Of

**MEKANI, OROW, MEKANI,
SHALLAL & HINDO, P.C.**

A Professional Corporation
255 South Old Woodward Ave
Suite 304
Birmingham, MI 48009
Telephone (248) 223-9830
Facsimile (248) 265-4107
joeshallal@momshlaw.com

Of Counsel
Jane Shallal

Louie E. Mekani
(1971 – 2000)

May 7, 2024

Via Email

Nicholas Dupuis
City of Birmingham, Planning Director
151 Martin Street
Birmingham, Michigan 48009

*Re: SLUP for Birmingham Omni Hospitality, LLC dba Sprazzo
Located at 115 Willits Street Birmingham, Michigan 48009*

Dear Mr. Dupuis,

Please accept this letter as an explanation for the SLUP and change in business ownership, only. The property owner will remain the same as before. The current licensee, Hospitality Birmingham, LLC dba Mare Mediterranean, is selling all its business assets to Birmingham Omni Hospitality, LLC dba Sprazzo. Operationally, Sprazzo would like to open for breakfast, lunch and dinner. The only substantial modification to the premises will be the removal of the pizza oven and counter that is in the center of the restaurant to the kitchen area. They will be replacing the pizza station with seating booths. They will also be removing the wine wall in the front of the restaurant to give the patrons a better view of the streetscape while they are dining. The new applicant is making some nonstructural changes which are shown in red in the attached plans and will need permits for electrical, gas and water lines. The applicant will continue to serve mediterranean cuisine as its menu, similar to the menu of The Mare.

If you have any questions, please feel free to contact my office. Thank you.

Respectfully,
Mekani, Orow, Mekani,
Shallal & Hindo, P.C.

Joseph A. Shallal

Joseph A. Shallal

SPRAZZO MEDITERRANEAN

PRIMI

SAGANAKI SHRIMP TOMATO SAUCE, FETA CHEESE, WHITE WINE, CALABRESE CHILI	— \$17
CALAMARI FRIED SQUID, HUNGARIAN PEPPERS, LEMON BEURRE BLANC SAUCE	— \$14
ARANCINI SAFFRON RICE, MOZZARELLA, FONTINA. BREADCRUMBS, EGG	— \$12
MEATBALLS BEEF, VEAL AND PORK, TOMATO SAUCE, BREADCRUMBS, EGG	— \$16
QUESO DE CABRA GOAT CHEESE, ARABIATA TOMATO SAUCE, CROSTINI	— \$14
OCTOPUS GRILLED, YELLOW FAVA BEAN PUREE, ONIONS, CAPERS, WHITE BALSAMIC	— \$17
BRANZINO CEVICHE WHITE BEANS, FETA, MICRO CILANTRO, TOMATO, CUCUMBER, CROSTINI	— \$16
OYSTER ON THE HALF SHELL (6PCS) SERVED WITH RED WINE VINEGAR MIGNONETTE	— \$24

INSALADA

GREEK TOMATO, CUCUMBER, FETA, GREEN PEPPER, ONIONS, KALAMATA OLIVES (VE)	— \$14
MÀRE ROMAINE DILL & CAPER DRESSING, MARINATED ANCHOVIES', GARLIC CROUTON	— \$14
CAPRESE TOMATO. MOZZARELLA, ARUGULA, BABY ROMAINE, CAESAR-BALSAMIC VINAIGRETTE	— \$15
ADD GRILLED: CHICKEN BREAST \$8 SHRIMP \$3 PC. SALMON \$12	

PASTA

LINGUINE CON VONGOLE LITTLE NECK CLAMS, GARLIC, WHITE WINE, PARSLEY	— \$32
LOBSTER ATHENA SPAGHETTI, WHOLE LOBSTER, LOBSTER FUMET	— MP
LINGUINE PESTO CON GAMBERI SHRIMP, BASIL* PINE NUT PESTO, CREAM	— \$28
RIGATONI BOLOGNESE BAKED, BEEF, VEAL, PORK TOMATO SAUCE, PEAS, MOZZARELLA, BREAD CRUMBS	— \$24
CANNELLONI PASTA ROLLS FILLED WITH VEAL, CHEESE AND HERBS AND BECHAMEL SAUCE	— \$24
SPRING TAGLIOLINI SPECK, MUSHROOMS, PEAS, CREAM SAUCE	— \$24
SPAGHETTI POMODORO TOMATO SAUCE (VE, VG), WITH DOLLOP OF WHIPPED RICOTTA, BASIL	— \$20

"ASK YOUR SERVER ABOUT MENU ITEMS THAT ARE COOKED TO ORDER OR SERVED RAW. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOOD BORNE ILLNESS." *NUTS (VE) VEGETARIAN (VG) VEGAN

MÀRE E MONTE

SCALLOPS	
SEARED, BUTTERNUT SQUASH RISOTTO, PANCETTA, BROWN BUTTER, FRIED SAGE	— \$38
SALMON	
GRILLED, ROASTED CORN ASPARAGUS SUCCOTASH, CREAM CORN PUREE	— \$32
SEAFOOD PAELLA	
SAFFRON RICE, SHRIMP, CLAMS, MUSSELS, SQUID	— \$32
WAGYU FILET MIGNON 8 OZ	
GRILLED, DEMI GLAZE, SERVED WITH WHIPPED POTATO, ASPARAGUS	— \$68
SCOTTADITO	
GRILLED LAMB CHOPS, SERVED WITH SAFFRON RISOTTO, ASPARAGUS	— \$44
CHICKEN PICCATA	
ARTICHOKE, LEMON, WHITE WINE, CAPERS, WITH WHIPPED POTATOES	— \$28
VEAL MARSALA	
SAUTÉED MUSHROOMS. MARSALA WINE, SERVED WITH WHIPPED POTATOES	— \$34
EGGPLANT PARMESAN	
TOMATO SAUCE, ITALIAN BREADCRUMBS, FRESH MOZZARELLA (VE)	— \$24
VEAL CHOP MILANESE	
PAN FRIED IN SEASONED BREADCRUMB WITH ARUGULA, TOMATO, LEMON VINAIGRETTE	— \$68
WHOLE FISH PER LB: BRANZINO \$48- ORATA \$46- DOVER SOLE \$55	
PREPARATION AQUA PAZZA (BAKED IN PARCHMENT, TOMATO, FENNEL, WINE, POTATO)	
GRILLED - OR - BAKED UNDER SEA SALT, (ADD \$5) SERVED WITH GRILLED VEGETABLES	

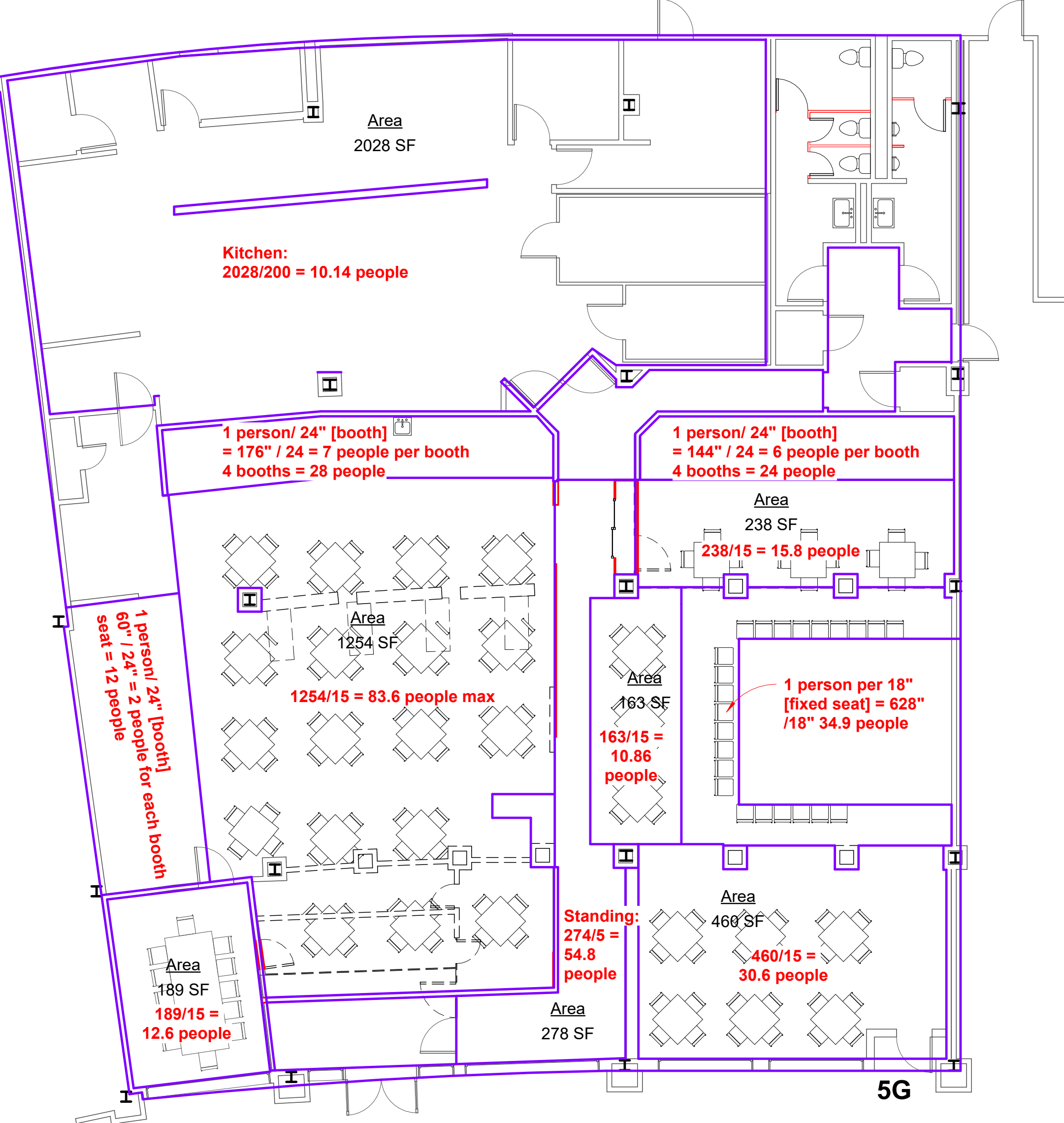
BRICK OVEN PIZZA 10" & (GLUTEN FREE)

MS. MARGARITA	
TOMATO SAUCE, FRESH TOMATOES, FRESH MOZZARELLA, ROMANO, BASIL, (VE)	— \$20
SALUMI	
TOMATO SAUCE, ITALIAN SAUSAGE, PROSCIUTTO COTTO, PEPPERONI, ROMANO, MOZZARELLA, OREGANO	— \$22
QATTRO FORMAGI	
TOMATO BASIL SAUCE, MOZZARELLA, ASIAGO, PARMIGIANO, AND ROMANO	— \$20
GIARDINO	
TOMATO SAUCE, ZUCCHINI, PEPPERS, ONION, MOZZARELLA, EGGPLANT, KALAMATA OLIVES, MUSHROOMS (VE)	— \$20
CAPRICCIOSA	
TOMATO SAUCE, MOZZARELLA, PROSCIUTTO, ARTICHOKE, MUSHROOMS, KALAMATA OLIVES	— \$22
MÀRE SPECIALE	
PROSCIUTTO, ARUGULA, ASIAGO, MOZZARELLA, ROMANO, FONTINA	— \$22

CONTORNI

GREEK FRIES	
FETTA, OLIVES, OREGANO, SALT AND LEMON ZEST	— \$12
ASPARAGUS	
GRILLED	— \$10
WHIPPED POTATOES	
ROASTED GARLIC, WHITE PEPPER, BUTTER AND CREAM	— \$10
BROCCOLINI	
GARLIC AND OLIVE OIL	— \$12
SAFFRON RISOTTO	
SAFFRON, CHICKEN STOCK, PARMESAN CHEESE	— \$12

"ASK YOUR SERVER ABOUT MENU ITEMS THAT ARE COOKED TO ORDER OR SERVED RAW. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOOD BORNE ILLNESS." *NUTS (VE) VEGETARIAN (VG) VEGAN



OCCUPANT LOAD BREAKDOWN:

Plumbing Fixtures per MPC 2018 Table 403.1

Female: Code: 1 water closet per 75 people
3 water closets provided = 225 people

Male: Code: 1 water closet per 75 people
1 water closet and 2 urinals = 225 people

Total Plumbing Fixtures Provided = 225 + 225 = 450 people

Kitchen: 2028 s.f. / 200 s.f.
Total = 10 people

Seating: see left for each area breakdown
Total = 256.3 people

Standing: 274 s.f. / 5 s.f.
Total = 55 people

321 allowable occupancy < 450 plumbing fixtures provided

SCALE: As indicated

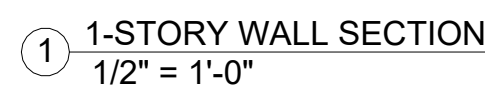
Mauro Engineering
Development & Building Solutions
Civil Engineers - Designers
-Planners

48515 HAYES ROAD, SHELBY TOWNSHIP, MI 48315
PH: (586) 247-2800 FAX: (586) 247-2811



Approved By: S.M.

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② $\frac{2 - \text{FIRST FLOOR}}{3/16" = 1'-0"}$



Special Land Use Permit Application – General Planning Division

1. Applicant

Name: Birmingham Omni Hospitality, LLC by Yousif (Joe) Kakos
Address: 115 Willits Street Birmingham, MI 48009

Phone Number: 248-379-8872
Email: joekakos@gmail.com

2. Property Owner (☐ same as applicant)

Name: WILLIT'S RETAIL, LLC C/O SELIGMAN & ASSOCIATES, INC.
Address: ONE TOWNE SQUARE STE 1913
SOUTHFIELD, MICHIGAN 48076
Phone Number: 248-862-8000
Email: rcoopersmith@seligmangroup.com

3. Project Contact Person (☐ same as applicant)

Name: ATTORNEY JOSEPH A. SHALLAL
Address: 255 S. OLD WOODWARD AVE STE 304
BIRMINGHAM, MI 48009
Phone Number: 248-223-9830
Email: joeshallal@momshlaw.com

4. Project Designer/Developer

Name: Mauro Engineering
Address: 4865 Hayes Road
Shelby Township, MI 48315
Phone Number: 586-247-2800
Email: _____

5. Required Attachments

- One (1) paper copy and of all project plans including:
 - Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
 - Detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - Certified Land Survey;
 - Interior floor plans;
 - Landscape Plan;
 - Photometric Plan;
 - Colored elevation drawings for each building elevation;
- One (1) digital copy of all project plans;
- Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- Samples of all proposed materials;
- Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- Current aerial photographs of the site and surrounding properties;
- Proof of ownership;
- Any other data requested by a review board, Planning Department, or other City Departments.

6. Project Information

Address: 115 Willits Street Birmingham, MI 48009
Name of Development: _____
Parcel ID#: 08-19-25-378-029
Current Use: A-2
Proposed Use: A-2
Area of Site in Acres: _____
Current Zoning: B-1

	Yes	No
Is the property located in a floodplain? -----	☐	☐
Is the property within a Historic District? ---	☐	☐
→ If so, which? _____		
Will the project require a variance? -----	☐	☐
→ If so, how many? _____		
Has the project been reviewed by a Board?	☐	☐
→ If so, which? _____		

7. Details of the Request for Preliminary Site Plan Review

Change of ownership of the current business known as Mare Mediterranean. No structural changes will be made.
The new name/dba for the restaurant is Sprazzo.

v. 1/4/23

8. Buildings and Structures

Number of buildings on site: 1

Use of building(s): Commercial

Height of building(s): Approximately 70'

Number of stories: _____

9. Floor Use and Area (in Square Feet)

Proposed Commercial Uses:

Total basement floor area: N/A

Total ground floor area: 6,600 S.F.

Square feet per upper floor(s): N/A

Commercial floor area: N/A

Industrial floor area: N/A

Office floor area: N/A

Total floor area: 6,600 S.F.

Proposed Residential Uses:

Total number of units: N/A

Number of two or less room units: N/A

Number of three or more room units: N/A

Residential unit floor area: N/A

Residential amenity floor area: N/A

Unit Type(s): ☐ Rental ☐ Condominiums ☐ Both

Proposed Additions:

Existing total floor area: N/A

Proposed total floor area: N/A

Location of addition(s): ☐ Rooftop ☐ Side ☐ Rear

☐ Front ☐ Other (please specify) N/A

10. Required and Proposed Setbacks

Required front setback: N/A

Required rear setback: N/A

Required side setback(s): N/A

Proposed front setback: N/A

Proposed rear setback: N/A

Proposed side setback(s): N/A

11. Required and Proposed Parking

Required number of parking spaces: City parking

Proposed number of parking spaces: City parking

Typical size of parking spaces: City parking

Number of barrier free spaces: City parking

12. Landscaping

Description of proposed landscaping: _____

The landscaping will remain the same.

☒ I have reviewed the City of Birmingham's Prohibited Species in Article 4, Section 4.20 of the Zoning Ordinance

13. Streetscape

Required sidewalk width: EXISTING 15'

Required benches: EXISTING TO REMAIN

Required street trees: EXISTING TO REMAIN

Required street lights: EXISTING TO REMAIN

Required trash receptacles: EXISTING TO REMAIN

Required bike racks: N/A

Proposed sidewalk width: N/A

Proposed benches: N/A

Proposed street trees: N/A

Proposed street lights: N/A

Proposed trash receptacles: N/A

Proposed bike racks: N/A

14. Loading

Required loading spaces: LOADING IN REAR ALLEY

Required dimensions: N/A

Proposed loading spaces: LOADING IN REAR ALLEY

Proposed dimensions: N/A

15. Waste Receptacles

Location of waste receptacle(s): EXISTING TO REMAIN

Types of waste receptacles: ☒ Dumpster ☐ Recycling

☐ Compactor ☐ Cans ☐ Grease ☐ Other

16. Mechanical Equipment

Rooftop Mechanical Equipment:

Description of location of units on rooftop: _____
EXISTING TO REMAIN _____

Number of units: N/A
Types of units: N/A

Ground Mounted Mechanical Equipment:

Description of location of units on ground: _____
EXISTING TO REMAIN _____

Number of units: N/A
Types of units: N/A

Utilities and Transformers:

Description of location of units on ground: _____
EXISTING TO REMAIN _____

Number of units: N/A
Types of units: N/A

17. Lighting

Location of light fixtures: _____
EXISTING TO REMAIN _____

Types of light fixtures: ☐ Spot ☐ Flood ☐ Area
☐ Bollard ☐ In-grade ☐ Goosenecks ☐ Lanterns
☐ Security ☒ Pole-Mounted ☐ Wall Pack ☐ Other

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with the same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Property Owner: Ryan Coopersmith Date: 4/17/2024

Print Name: RYAN COOPERSMITH

Signature of Applicant: YOSI RAKOS Date: 4/17/2024

Print Name: YOSI RAKOS

Signature of Architect: Mauro Engineering Date: _____

Print Name: Mauro Engineering

Office Use Only

Application #: _____	Date Received: _____	Fee: \$ _____
Date of Approval: _____	Date of Denial: _____	Reviewed By: _____



Notice Sign Rental Application Community Development

1. Applicant

Name: Birmingham Omni Hospitality, LLC by Yousif (Joe) Kakos

Address: 115 Willits Street Birmingham, MI 48009

Phone Number: 248-379-8872

Email: joekakos@gmail.com

2. Property Owner (☐ same as applicant)

Name: WILLITS RETAIL, LLC C/O SELIGMAN & ASSOCIATES, INC.

Address: ONE TOWNE SQUARE STE 1913

SOUTHFIELD, MICHIGAN 48076

Phone Number: 248-862-8000

Email: rcoopersmith@seligmangroup.com

3. Project Information

Address: 255 S. OLD WOODWARD AVE STE 304

Name of Development: _____

Parcel ID#: 08-19-25-378-029

Current Use: A-2

Proposed Use: A-2

Area of Site in Acres: _____

Current Zoning: B-1

Is the property located in a floodplain? -----

Yes No

☐ ☐

Is the property within a Historic District? ---

☐ ☐

→ If so, which? _____

Will the project require a variance? -----

☐ ☐

→ If so, how many? _____

Has the project been reviewed by a Board? _____

☐ ☐

→ If so, which? _____

4. Date of Board/Commission Review

City Commission: _____

Planning Board: _____

Historic District Commission: _____

Design Review Board: _____

Board of Zoning Appeals: _____

Advisory Parking Committee: _____

Multimodal Transportation Board: _____

Other: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant:  Date: 4/17/2024

Office Use Only

Application #: _____ Date Received: _____ Fee: \$ _____

Date of Approval: _____ Date of Denial: _____ Reviewed By: _____



MEMORANDUM

Planning Division

DATE: May 24, 2024

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for 219 Elm St. – All Seasons 2 – Special Land Use Permit Amendment

INTRODUCTION:

The subject site, 219 Elm Street, is located at the north end of the Triangle District in the MU3 (Triangle Overlay) and O2 (Office/Commercial) Zoning Districts. The site is directly adjacent to the existing All Seasons of Birmingham senior living establishment that was completed around 2015. The newly completed development at 219 Elm, also known as All Seasons 2, received Special Land Use and site plan approval in 2021, and was recently granted a Temporary Certificate of Occupancy. The site is currently owned by Maple Elm Development Company II, LLC, which is hereinafter referred to as "All Seasons 2".

At this time, the applicant has submitted a Special Land Use Permit Amendment, Final Site Plan and Design Review application to revise the first-floor layout to include one commercial tenant space. The tenant space would be approximately 1,500 sq. ft. and would transition the middle of three existing ground-floor residential units to commercial. There is no tenant associated with the space at this time, and the transition would include some exterior renovations to create a storefront for the space that more closely aligns with the architectural standards of the Triangle District.

The crux of the issue regarding this proposal are the provisions for additional building height in the Triangle District. The applicant had access to a maximum of 2 additional stories and/or 24 ft. of building height by agreeing to provide two of the requirements for additional building height pursuant to Article 3, Section 3.08 (E) of the Zoning Ordinance:

1. A multi-level parking structure that offers parking available to the public at the rate of one parking space available to the public for every 300 square feet of building floor area allowed in the additional stories. Where additional building height is proposed without additional stories, then the parking shall be based upon the building floor area in the top floor. The applicant may provide payment-in-lieu to the City for construction of parking in a public parking deck at an offsite location. Parking rates will be calculated as follows:

- a. The rate of \$27,500 per space to match the current cost per above-ground structured parking space in 2018.
 - b. Starting July 1st, 2019, the rate of payment per parking space shall be increased by 3 percent each year.
2. Leadership in Energy and Environmental Design (LEED) building design, accredited based upon the rating system of the United States Green Building Council.

At this time, the applicant has provided a payment in lieu of public parking in the amount of \$1,418,197, which is being held in an escrow account. Additionally, the applicant is in the process of finalizing their LEED certification and are operating under a Temporary Certificate of Occupancy until LEED certification documents are submitted and reviewed by the City. At this time, the applicant has indicated a desire to modify the conditions upon which they were granted the additional building height, and wishes to provide the following:

3. A mixed use building that provides residential dwelling units above first-floor commercial where a minimum of 50% of the buildings floor area is residential.

The transition to a mixed use building and this new condition would be at the expense of the payment in lieu of public parking, and if the new proposal were to be approved, the \$1,418,197 would be returned to the applicant.

Along with the larger issue of additional building height, the applicant also has some unresolved issues related to the design of the building, specifically related to the first floor glazing and awning design. These issues are detailed at length in the attached Planning Board report. The attached site plans have been updated since the Planning Board meeting to provide more detail on the percentages of glazing and building materials to provide clarity on the issue for the City Commission.

BACKGROUND:

A complete list of key dates in the original approval history of the project is provided in the table below:

Application Type	Approval Date	Documents
Community Impact Study	Planning Board 5/13/20	Agenda – Minutes
Preliminary Site Plan Review	Planning Board 6/10/20	Agenda – Minutes
Final Site Plan & Design Review	Planning Board 12/9/20	Agenda – Minutes
	City Commission 3/8/21	Agenda – Minutes
Special Land Use Permit	Planning Board 1/27/21	Agenda – Minutes
	City Commission 3/8/21	Agenda – Minutes
Building Permit	7/25/22	-
Temporary Certificate of Occupancy	4/4/24	-

On May 22, 2024 ([Agenda](#)), the Planning Board reviewed a Special Land Use Permit Amendment, Final Site Plan and Design Review application for the changes noted above and recommended DENIAL to the City Commission for both the Special Land Use Permit Amendment and the Final

Site Plan and Design Review citing concerns with the size/use of the proposed commercial space.

LEGAL REVIEW:

The City Attorney has reviewed the request and has no objections as to form and content. A full review of a Special Land Use Permit contract and any conditions assigned therein will be performed at the public hearing.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUSTAINABILITY:

Not applicable.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit Reviews, a legal ad will be placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on July 8, 2024. In addition, postcards will be sent out to property owners and occupants within 300 feet of the subject site.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of July 8, 2024 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review for 219 Elm St. – All Seasons 2 – to revise the first-floor layout to include one commercial tenant space with associated interior and exterior renovations and to reconsider the conditions for additional building height.

ATTACHMENTS:

Please see attached the following documents:

- Special Land Use Permit Resolution (*Subject to Change*)
- Special Land Use Permit Contract (Draft)
- Current Site/Design Plans
- Planning Board Report – May 22, 2024

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of July 8, 2024 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review for 219 Elm St. – All Seasons 2 – to revise the first-floor layout to include one commercial tenant space with associated interior and exterior renovations and to reconsider the conditions for additional building height.

**All Seasons 2
219 Elm St.
Special Land Use Permit Amendment 2024**

WHEREAS, The City Commission granted the original Special Land Use Permit, Final Site Plan and Design Review approval for All Seasons 2 at 219 Elm St. on March 8, 2021; and

WHEREAS, Now, a Special Land Use Permit Amendment application was filed in April 2024 to revise the approved floor/site plan at 219 Elm St. – All Seasons 2 (2021) to alter the first-floor layout to include one commercial tenant space with associated interior and exterior renovations and to reconsider the conditions for additional building height; and

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of Elm St. between Maple and Forest; and

WHEREAS, The land is zoned MU3 (Triangle Overlay) and O2 (Office/Commercial), which permits independent senior living facilities with a Special Land Use Permit; and

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

WHEREAS, The Planning Board on May 22, 2022 reviewed the Special Land Use Permit Amendment, Final Site Plan and Design Review application to revise the first-floor layout to include one commercial tenant space with associated interior and exterior renovations and to reconsider the conditions for additional building height and recommended DENIAL to the City Commission; and

WHEREAS, The Birmingham City Commission has conducted a public hearing on July 8, 2024, and has reviewed the Special Land Use Permit Amendment application for All Season 2 and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code **have/have not** been met, subject to the conditions below, and that the application for a Special Land Use Permit Amendment for All Seasons 2 at 219 Elm St. is hereby **approved/denied**;

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

1. All Seasons 2 shall abide by all provisions of the Birmingham City Code;
2. All Seasons 2 shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2021 and 2024; and
3. The Special Land Use Permit may be canceled by the City Commission

upon finding that the continued use is not in the public interest.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, All Seasons 2 and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of All Seasons 2 to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that All Seasons 2 is recommended for **approval/denial** of the revisions to the first-floor layout at 219 Elm St. to include one commercial tenant space with associated interior and exterior renovations and to reconsider the conditions for additional building height, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on July 8, 2024.

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT FOR 219 ELM ST. – ALL SEASONS 2

This Contract is entered into this _____ day of _____, 2024 by and between **BEZTAK MANAGEMENT COMPANY** and **MAPLE ELM DEVELOPMENT COMPANY II, LLC**, whose addresses are 31731 Northwestern Highway Suite 250W, Farmington Hills, MI 48334 (Property Owner and herein referred to as "All Seasons 2"), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (City).

R E C I T A L S:

WHEREAS, The City Commission granted the original Special Land Use Permit, Final Site Plan and Design Review approval for All Seasons 2 at 219 Elm St. on March 8, 2021; and

WHEREAS, Now, a Special Land Use Permit Amendment application was filed in April 2024 to revise the approved floor/site plan at 219 Elm St. – All Seasons 2 (2021) to alter the first-floor layout to include one commercial tenant space with associated interior and exterior renovations and to reconsider the conditions for additional building height; and

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of Elm St. between Maple and Forest; and

WHEREAS, The land is zoned MU3 (Triangle Overlay) and O2 (Office/Commercial), which permits independent senior living facilities with a Special Land Use Permit; and

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

WHEREAS, The Planning Board on May 22, 2022 reviewed the Special Land Use Permit Amendment, Final Site Plan and Design Review application to revise the first-floor layout to include one commercial tenant space with associated interior and exterior renovations and to reconsider the conditions for additional building height and recommended DENIAL to the City Commission; and

WHEREAS, The Birmingham City Commission conducted a public hearing on July 8, 2024, and reviewed the Special Land Use Permit Amendment application for All Season 2 and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, the parties agree as follows:

1. All Seasons 2 acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, etc.

2. All Seasons 2 agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

3. To the fullest extent permitted by law, All Seasons 2 and any entity or person for whom All Seasons 2 is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with All Seasons 2's operation of an establishment at the Property. All Seasons 2 is not liable if the act or omission is the City's.

4. In the event All Seasons 2 fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code as acknowledged by the Property Owner, MAPLE ELM DEVELOPMENT COMPANY II, LLC, whose address is 31731 Northwestern Highway Suite 250W, Farmington Hills, MI 48334.

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

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

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

- a. All Seasons 2 shall abide by all provisions of the Birmingham City Code; and
- b. All Seasons 2 shall comply with the conditions of approval assigned by the Planning Board and City Commission; and
- c. The Special Land Use Permit may be canceled by the City Commission upon finding, after proper notice and a hearing, that the continued use is not in the public interest.

8. Failure to comply with any of the above conditions may result in termination of the Special Land Use Permit after All Seasons 2 has been given notice and a hearing.

9. Except as herein specifically provided, All Seasons 2 and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of All Seasons 2 to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit, after notice and a hearing.

10. All Seasons 2 is recommended for the operation of an independent senior living establishment and revisions thereto to the first-floor layout to include one commercial tenant

space with associated interior and exterior renovations and to reconsider the conditions for additional building height, above all others, subject to final inspection.

11. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the City and All Seasons 2. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

(This space intentionally left blank)

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

BEZTAK MANAGEMENT COMPANY (All Seasons 2)

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2024, before me personally appeared _____ who acknowledged that with authority on behalf BEZTAK MANAGEMENT COMPANY to do so signed this Agreement.

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

MAPLE ELM DEVELOPMENT COMPANY II, LLC (Property Owner)
(as to paragraph 10 only)

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2024, before me personally appeared _____, who acknowledged that with authority on behalf of MAPLE ELM DEVELOPMENT COMPANY II, LLC to do so signed this Agreement.

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

CITY OF BIRMINGHAM

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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



ALEXANDER V. BOGAERTS & ASSOCIATES, P.C.

Architecture

Planning

Interior Design

2445 Franklin Rd.
Bloomfield Hills, MI 48302
248/ 334-5000
fax: 248/ 334-0092

April 11, 2024

Members of the Planning Board
151 Martin Street,
Birmingham, Michigan 48009

Re: 219 Elm Street
Proposed Mixed Use building

Members of the Planning Board,

We are proposing a Mixed-use building for 219 Elm Street.
Our proposed design is consistent with and will promote the intent of the Triangle District ordinance.

We comply with specific Triangle District ordinance design requirements for Mixed-use based on the following design approach:

Qualification requirements for additional height and stories

In order to qualify for 2 additional bonus stories and 24 additional feet to our building we are required to provide 2 of 5 ordinance criteria choices; and the additional stories must be stepped back at a 45-degree angle.

We believe we meet zoning ordinance Section 3.08 E:

3. A Mixed-use building that provides residential dwelling units above first-floor commercial where a minimum of 50% of the buildings floor area is residential.
4. Leadership in Energy and Environmental Design (LEED) building design, accredited based upon the rating system of the United States Green Building Council.

3. We designed and constructed a LEED accredited building.

4. We are proposing a Mixed-use building.

Finally, the building was designed and built with the 4th and 5th floors stepped back at a 45-degree angle.

We are proposing to convert the center of the first floor to a commercial space.

We choose the center of the building...

because it will be a major focal point on the building.

Mixed- use buildings with commercial uses on the first floor and residential uses on the upper floors must incorporate the following key zoning ordinance design requirements:

Provide large areas of store front windows with a primary entry door to the commercial space

Currently the existing center unit has typical residential windows and entry door design, similar to the all of the other residential units.

*We significantly increased the glass for the proposed commercial space by creating two large storefront glass areas which will allow views by passing pedestrians and vehicles into the commercial space. We expanded the existing 3 wide widow sections to 4 wide and added lower window units to the 4 sections. We also added a lower window unit to the existing single window section. The ordinance calls for a minimum of 70% glass and door openings **which we exceed.** (see before and after 3D renderings)*

Create a distinct and separated ground floor area

We created a distinct and separated ground floor area by: adding a projected stone sill to the center of the building that will align with the existing projected stone sills on the adjacent units. In addition to the projected stone still, we added blue fabric awnings above the large storefront windows that match the existing awnings that are currently on the building.

*The blue awnings and the projected stone sill **create a strong visual break** separating the ground floor commercial component from the residential units above (see 3D renderings)*

Floor plan revisions

We removed existing walls and a bathroom creating an open floor plan typical to commercial space planning design;

This open floor plan will allow potential commercial tenants to fit out the space to meet their needs.

(see before and after floor plans)

Our building meets the Special Land Use Conditions and Standards as follows:

Our mixed-use building and façade will be compatible with the adjacent neighborhood; the scale of the building and façade detailing are complimentary to the surrounding neighborhood. The Triangle District encourages Mixed-use buildings, which is what we are proposing based on current market conditions. This proposed modification will allow us to meet the current demands for commercial space in this area of the city.

The use will not be injurious to the neighborhood, rather it will add diversity and interest to the visual experience pedestrians have as they walk along Elm; it adds strong complimentary architectural detailing to the overall Elm Street façade. ***Our entire team agrees, it is a definite improvement to the existing Elm Street façade.***

The building was designed and constructed to meeting all applicable building codes and federal statutes.

The building and site are in a transitional location.

The property is situated on the outer edges of the downtown commercial district with single-family directly to the south/east.

A percentage of commercial space mixed with residential units on the first floor makes sense for this transitional location along Elm Street.

There is definitely a demand for the type of micro commercial space we are proposing. There are compatible small commercial uses in the general vicinity of our building. For example, across the street from the building on the west side of Elm Street are light retail uses and across the alley along Forest Avenue are commercial uses next to single family and other residential buildings.

This type of commercial space can promote activation of the pedestrian streetscape depending on the tenant;

We will attempt to lease to tenants with the goal of activating the streetscape which we understand is a strong desire of the cities Triangle District, however the market will ultimately dictate the tenant. Currently this is not a major commercial area. There are, very few public street parking spots available and there is no large public parking garage in the area to support large retail or commercial tenants.

Because the building was ***designed and built as a LEED building*** it protects the natural environment and conserves natural resources and energy.

Public services and facilities should not be negatively impacted by the conversion of the residential unit to a commercial space. We are able to meet the parking requirements for both the commercial and residential all on site. The commercial space will have less turn over than residential units typically have which will result in less traffic impacts. Typically, Senior housing is more taxing on EMS services than commercial. Finally, the Triangle District was zoned for both of these types of residential and commercial mixed-use components on Elm Street.

We believe our mixed-use building design ***meets the spirit and the intent*** of the Triangle District. We look forward to presenting our project to you at your May Planning Board meeting.

Sincerely

Mark Abanatha

Mark Abanatha
Architect



ALEXANDER V. BOGAERTS & ASSOCIATES, P.C.
Architecture
Planning
Interior Design

2445 Franklin Rd.
Bloomfield Hills, MI 48302
248-334-5000

BEZTAK

All Seasons Phase II Building Material Calculations (for minimum 60% stone/brick/glass)

WALL	STONE/ BRICK/ GLASS		FIBER C. / EIFS / HARDIE		TOTAL
NORTH	3352	78%	938	22%	4290
EAST	4920 *56% N.I. Garage Door	53%	4373	47%	9293
SOUTH	4011	87%	623	13%	4634
WEST	5660	61%	3565	39%	9225

Total Building Average

$$78 + 53 + 87 + 61 = 279 \div 4 = (69.75\%)$$

ALL SEASONS OF BIRMINGHAM PH2

MIXED USE BUILDING

BIRMINGHAM, MI

PROJECT DESCRIPTION

CONVERT EXISTING RESIDENTIAL UNIT TO TENANT COMMERCIAL SPACE.

BUILDING CODES

2015 MICHIGAN BUILDING CODE
2015 MICHIGAN REHABILITATION CODE
2021 MICHIGAN MECHANICAL CODE
2021 MICHIGAN PLUMBING CODE
2015 MICHIGAN ENERGY CODE
2023 NATIONAL ELECTRICAL CODE
NFPA 13

BUILDING INFORMATION

EXISTING USE: R2 & U (GARAGES)
PROPOSED USE: MIXED USE
CONSTRUCTION TYPE: (NO CHANGE)
FIRE SPRINKLER SYSTEM: NONE (NO CHANGE)

UNIT INFORMATION

EXISTING USE: R2
PROPOSED USE: B
AREA: ± 1,500 S.F. (NO CHANGE)
FIRE SPRINKLER SYSTEM: NONE (NO CHANGE)

DRAWING INDEX	
Sheet Number	Sheet Name
P-2.0	CIVIL SITE PLAN (BY PEA)
1	SITE PLAN - EXISTING CONDITIONS
2	EXISTING SITE PHOTOGRAPHS
3	UNIT 102 COMMERCIAL RETROFIT
4	AWNING & WINDOW DETAILS
5	3D RENDERINGS
6	3D RENDERINGS
7	3D RENDERINGS

OWNER/APPLICANT/DEVELOPER

Beztak Companies
31731 NORTHWESTERN HWY, SUITE 250W,
FARMINGTON HILLS, MI 48334
CONTACT: SAM BEZNOS
PHONE: (248) 737-6110
EMAIL: SBEZNOS@BEZTAK.COM

CIVIL ENGINEER

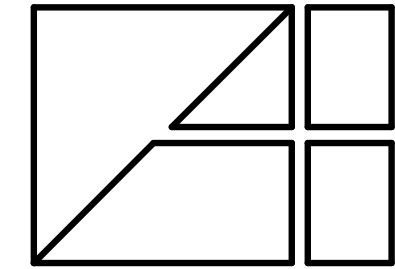
PEA, INC.
2430 ROCHESTER CT, SUITE 100
TROY, MI 48083
CONTACT: JOHN B. THOMPSON
PHONE: (248) 689-9090
EMAIL: JTHOMPSON@PEAINC.COM

ARCHITECT

ALEXANDER V. BOGAERTS + ASSOCIATES, P.C.
2445 FRANKLIN ROAD
BLOOMFIELD HILLS, MI 48302
CONTACT: XANDER BOGAERTS
PHONE: (248) 791-5022
EMAIL: XBOGAERTS@BOGAERTS.US



1 VICINITY PLAN
1" = 400'-0"



Interior Design
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SHEET TITLE
TITLE SHEET

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All Seasons of Birmingham Ph2
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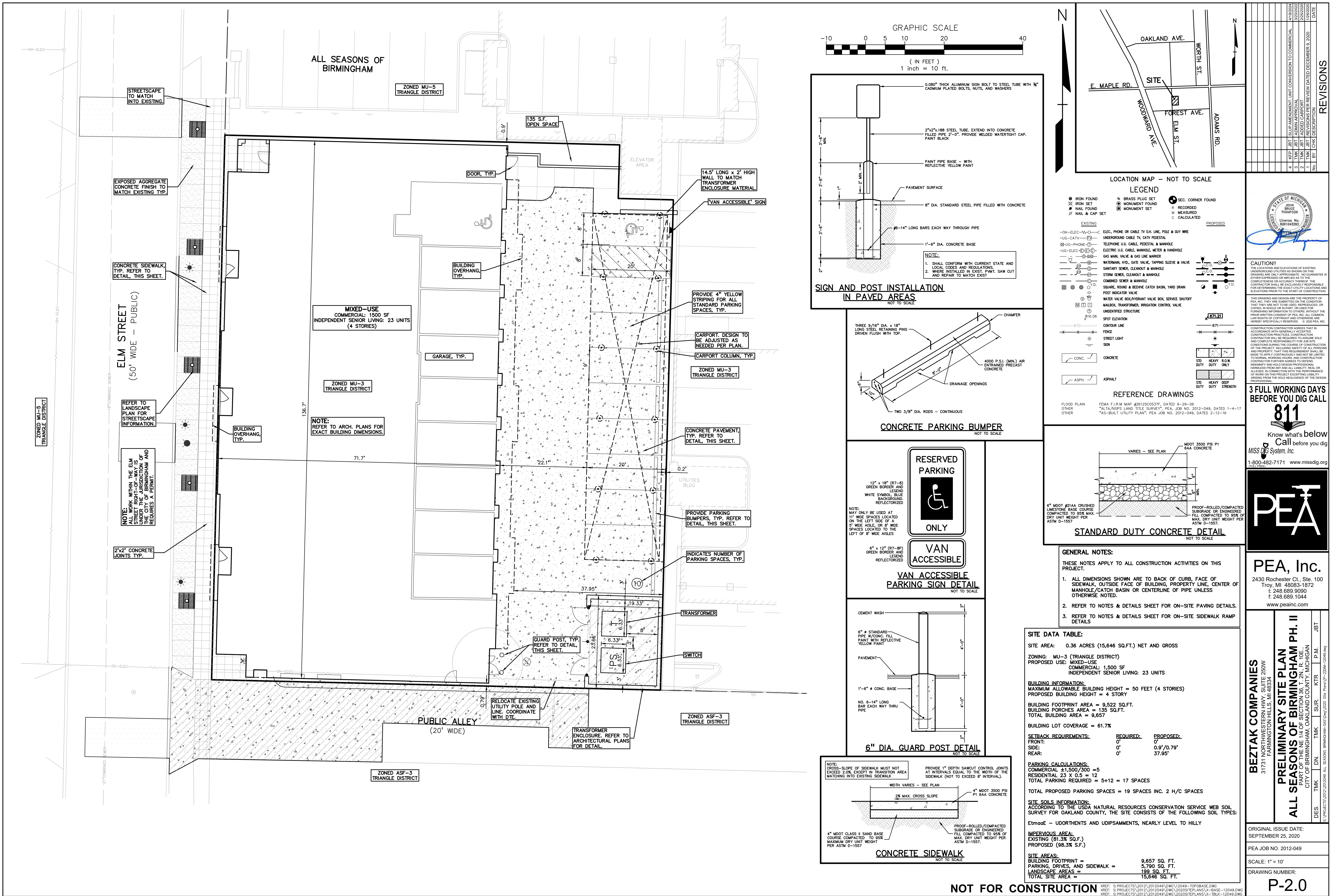
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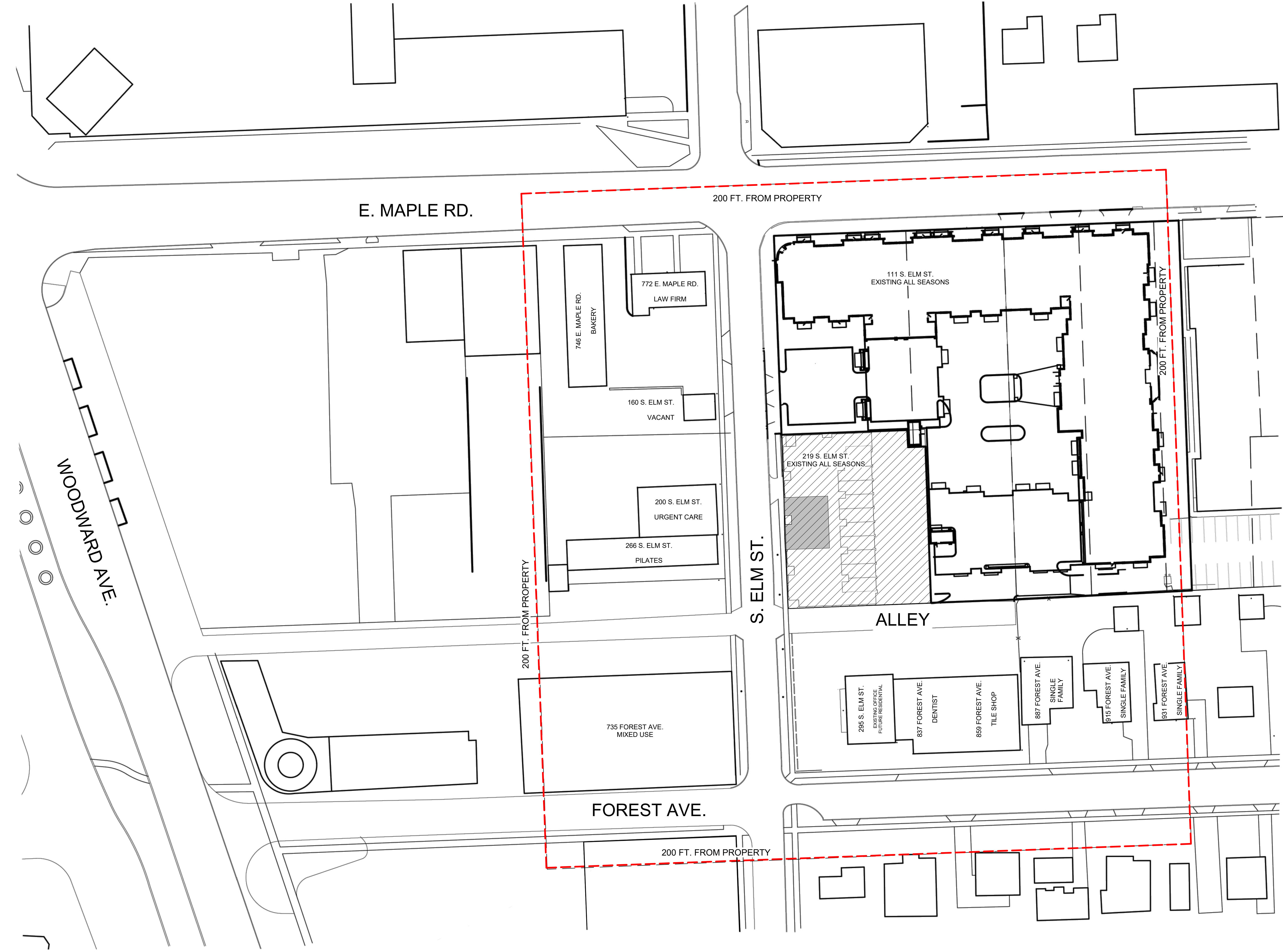
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1 SITE PLAN
1" = 40'-0"



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SHEET TITLE SITE PLAN - EXISTING CONDITIONS	
CLIENT PROJECT Beztaak Companies All Seasons of Birmingham Ph2 Birmingham MI	
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■ BIDS 08-27-2021	
■ PERMITS 03-25-2021	
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DATE 04/17/24	SHEET NUMBER 1

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☐ PERMITS

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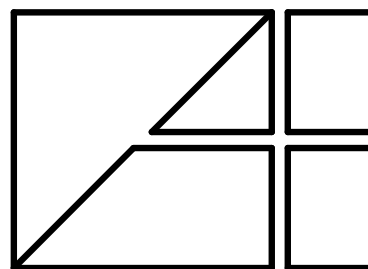
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DATE
04/17/24

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2

SHEET TITLE
EXISTING SITE PHOTOGRAPHS

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Bloomfield Hills, MI 48302
248 • 334 • 5000



FENESTRATION CALCULATIONS:

4.90.B.1 STOREFRONT WINDOWS		
FACADE BETWEEN 1 AND 8 FT ABOVE GRADE =	291 S.F.	
REQUIRED STOREFRONT = 291 SF x 70% =	204 S.F.	
PROPOSED STOREFRONT =	214 S.F.	
4.90.E UPPER STORY WINDOWS		
TOTAL FACADE =	2,762 S.F.	
MAXIMUM UPPER STORY WINDOWS =	1,381 S.F.	
EXISTING UPPER STORY WINDOWS =	642 S.F.	

WINDOW SCHEDULE

TYPE	WIDTH	HEIGHT
AA	± 2' - 8"	± 2' - 8"
CC	± 2' - 8"	± 5' - 0"

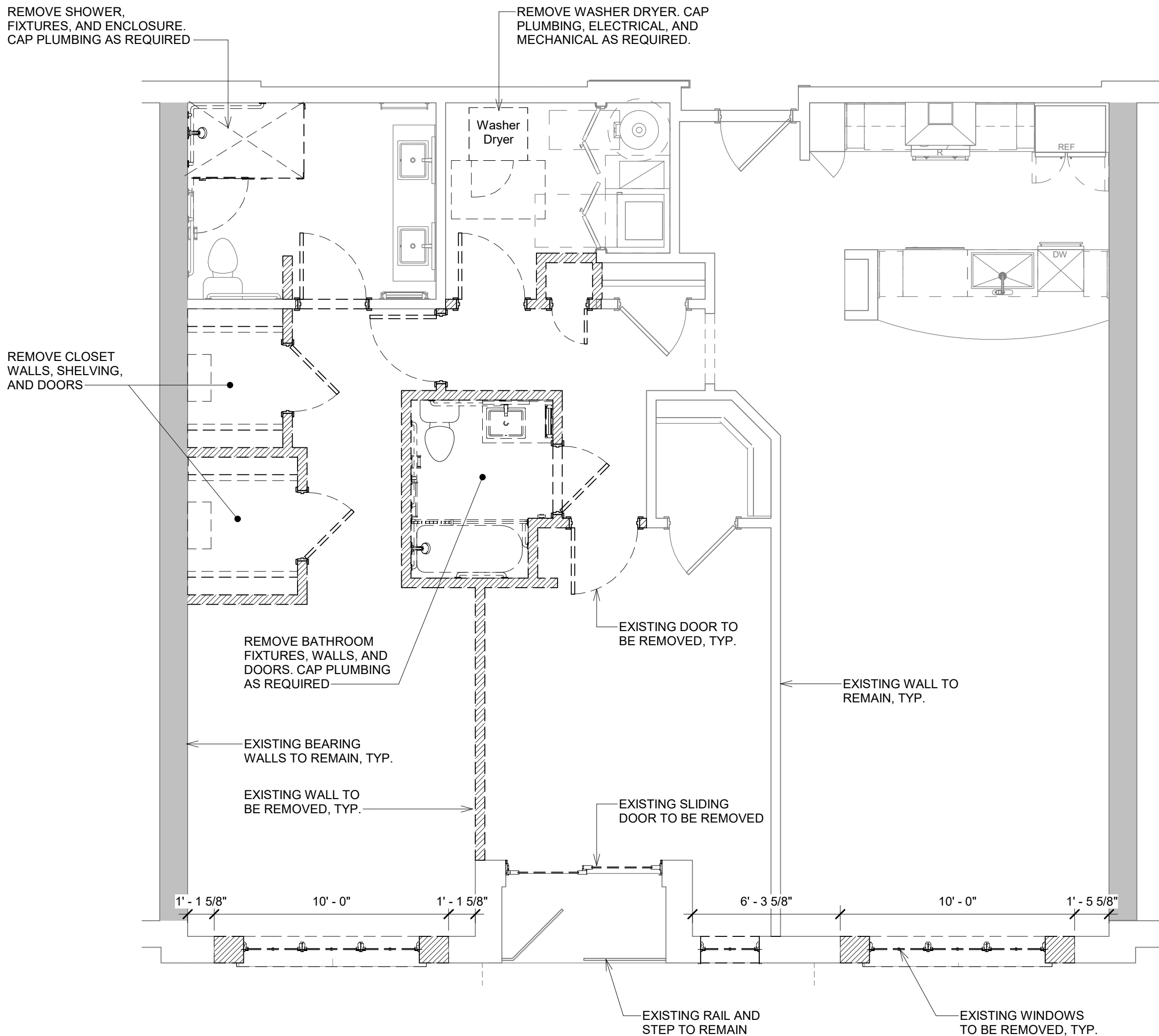
VERIFY IN FIELD EXISTING WINDOW SIZES AND MATCH ADJACENT.

DOOR SCHEDULE

TYPE	Width	Height	Thickness	DOOR FINISH	DOOR MATERIAL	FRAME FINISH	FRAME MATERIAL	GLASS TYPE
102A	3' - 0"	8' - 0"	1 3/8"	STN-X	SCWD/GL	STN-X	PHWT	GL-2
102B	3' - 0"	8' - 0"	1 3/8"	STN-X	SCWD/GL	STN-X	PHWT	GL-2
102C	3' - 0"	8' - 0"	1 3/4"	STN-X	SCWD	STN-X	PHWT	-

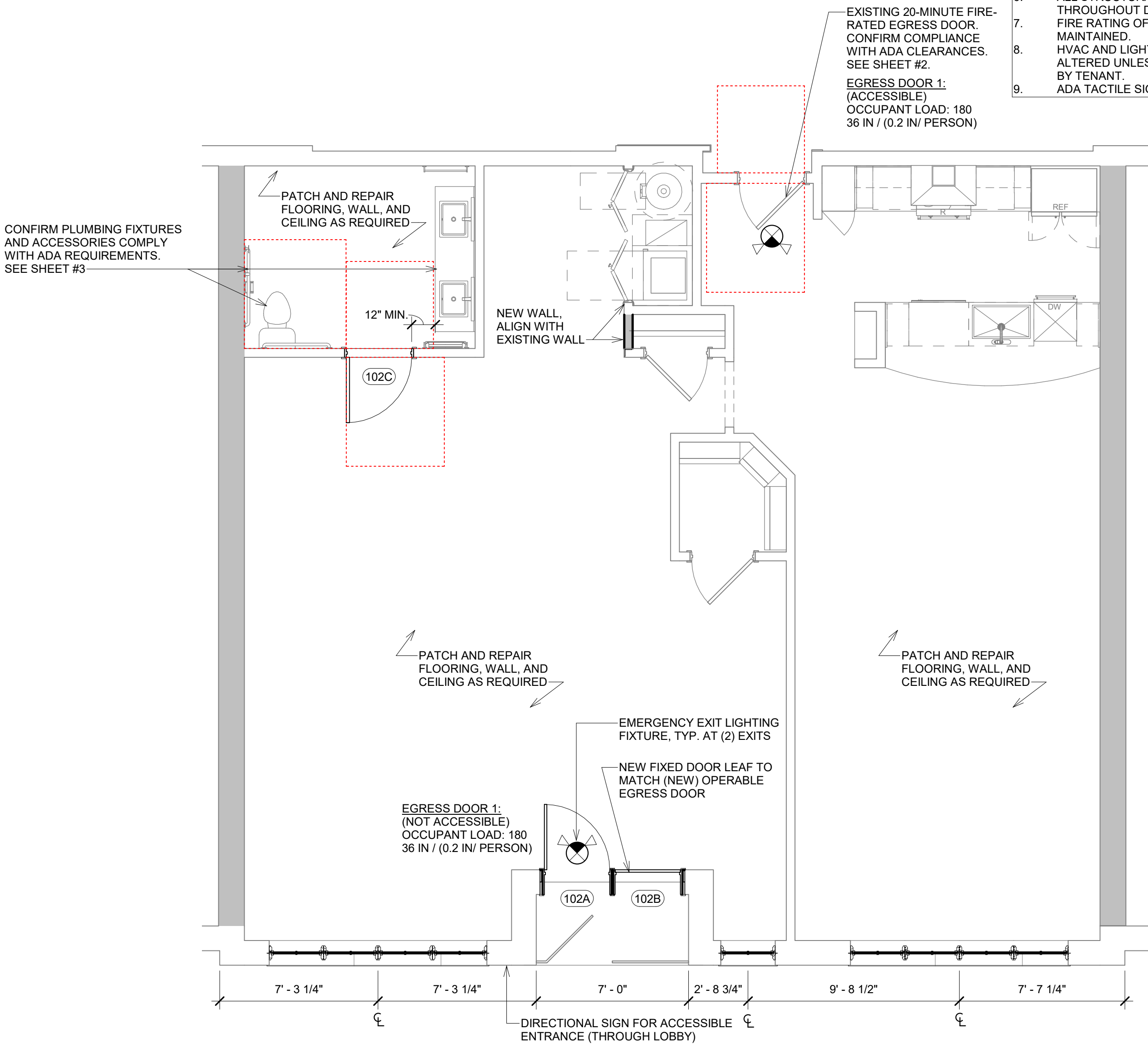
ABBREVIATIONS:
GL-2 - SAFETY GLASS
SCWD - SOLID CORE WOOD DOOR
STN - STAIN W CLEAR COAT
PH - PREHUNG SPLIT JAMB
WT - WOOD TRIM (CASING)

- GENERAL NOTES:
- SEE SHEETS #2 & 3 FOR ACCESSIBLE DETAILS.
 - G.C. IS RESPONSIBLE FOR CLEANING OF JOB-SITE AND REMOVAL OF DEBRIS AND DUST.
 - PATCH AND REPAIR ALL FINISHES AFTER DEMOLITION TO MATCH EXISTING AND ADJACENT FINISHES.
 - G.C. MAY REUSE ITEMS THAT ARE BEING REMOVED, INCLUDING BUT NOT LIMITED TO FINISHES, DOORS, AND WINDOWS.
 - REMOVE ONLY NON-BEARING CONSTRUCTION AND PARTITIONS. G.C. TO VERIFY NO STRUCTURAL COMPONENTS ARE DESIGNATED FOR REMOVAL OF ANY CONSTRUCTION IN QUESTION OR DEVIATING FROM THE DESIGN INTENT.
 - ALL STRUCTURAL SYSTEMS SHALL BE MAINTAINED THROUGHOUT DEMOLITION AND CONSTRUCTION.
 - FIRE RATING OF ALL IMPACTED WALLS SHALL BE MAINTAINED.
 - HVAC AND LIGHTING SHALL BE MAINTAINED AND NOT ALTERED UNLESS NOTED OTHERWISE. TO BE ADJUSTED BY TENANT.
 - ADA TACTILE SIGNAGE BY OWNER/TENANT AS REQUIRED.



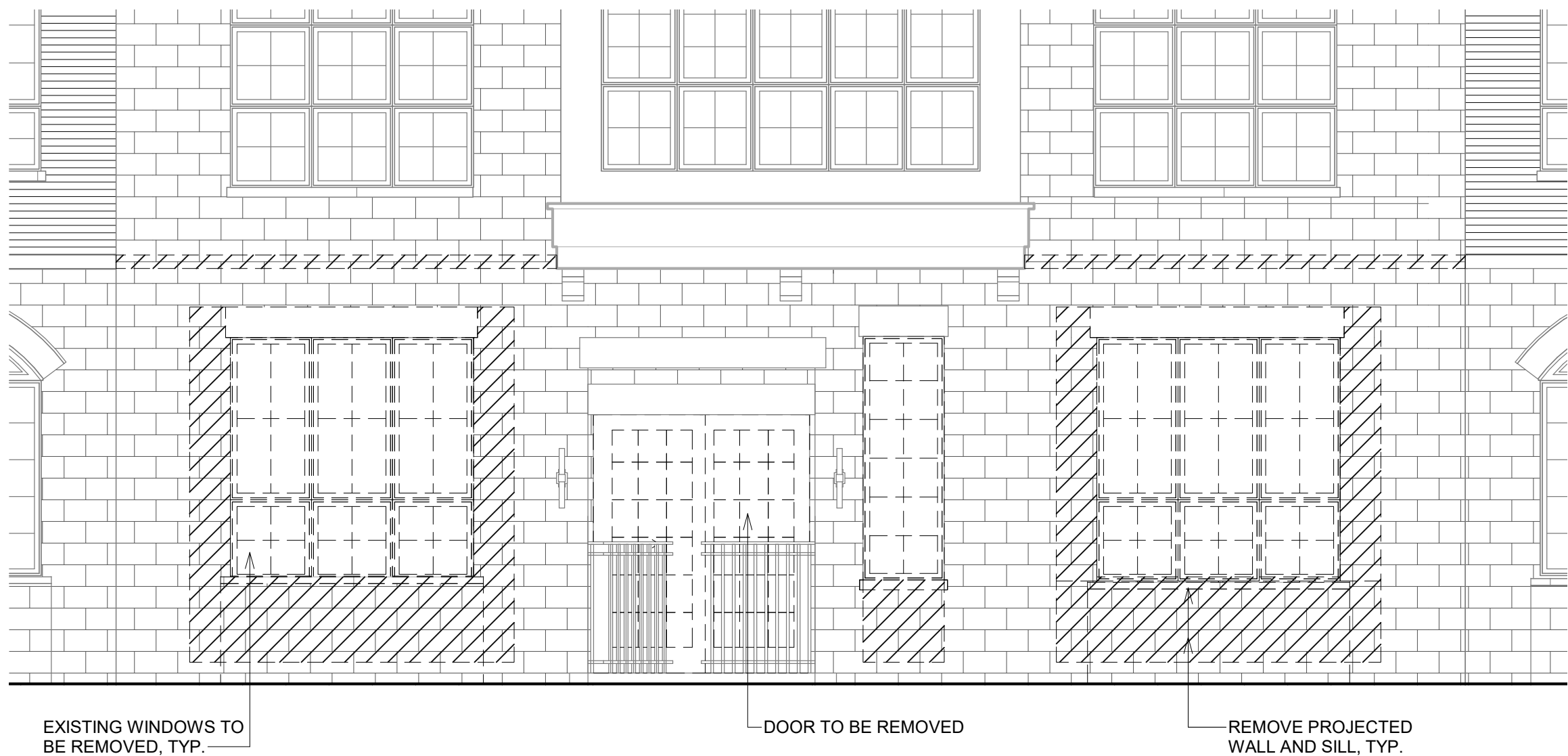
FLOOR PLAN -
DEMOLITION

1
A206
1/4" = 1'-0"



FLOOR PLAN -
CONSTRUCTION ± 1,500 S.F.

2
A206
1/4" = 1'-0"



EXTERIOR
ELEVATION -
DEMOLITION

3
1/4" = 1'-0"



EXTERIOR
ELEVATION -
CONSTRUCTION

4
1/4" = 1'-0"



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Bloomfield Hills, MI 48302

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All Seasons of Birmingham Ph2
Birmingham MI

PROJECT
UNIT 102 COMMERCIAL RETROFIT

DATE
04-19-2024

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Birmingham/MI
Seasons.rvt

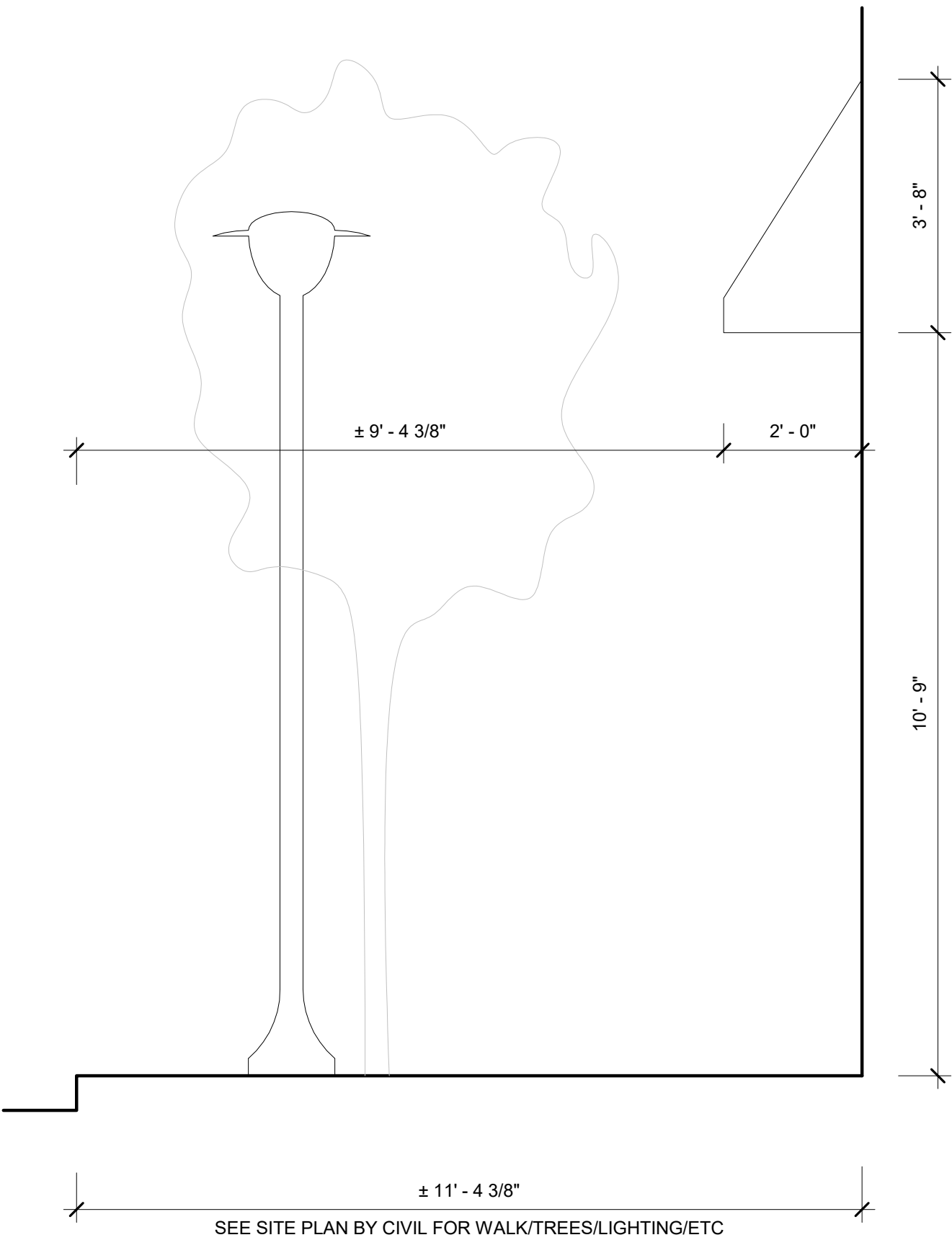
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DATE
04/17/24

SHEET NUMBER
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1
1/2" = 1'-0"



AWNING
PROFILE

SECTION 10 73 00 METAL AWNINGS AND CANOPIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Metal Awnings and Canopies of the following types:
1. Traditional Awning

1.2 RELATED SECTIONS

- A. Section 05 12 13 - Architecturally-Exposed Structural Steel Framing.
B. Section 05 40 00 - Cold-Formed Metal Framing.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
B. Product Data:
1. Manufacturer's data sheets on each product to be used.
2. Preparation instructions and recommendations.
3. Storage and handling requirements and recommendations.
4. Typical installation methods.
C. Verification Samples: One representative units of each type, size, pattern and color.
D. Shop Drawings: Include details of materials, construction and finish. Include relationship with adjacent construction.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with a minimum ten years documented experience.
B. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience with projects of similar scope and complexity, and approved by Manufacturer.
C. Source Limitations: Provide each type of product from a single manufacturing source to ensure uniformity.
D. Mock-Up: Construct a mock-up with actual materials in sufficient time for Architect's review and to not delay construction progress. Locate mock-up as acceptable to Architect and provide temporary foundations and support if necessary
1. Intent of mock-up is to demonstrate quality of workmanship and visual appearance.
2. If mock-up is not acceptable, rebuild mock-up until satisfactory results are achieved.
3. Retain mock-up during construction as a standard for comparison with completed work.
4. Do not alter or remove mock-up until work is completed or removal is authorized.

1.5 PRE-INSTALLATION CONFERENCE

- A. Convene a conference approximately two weeks before scheduled commencement of the Work. Attendees shall include, Contractor and trades involved. Agenda shall include schedule, responsibilities, critical path items and approvals.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store and handle in strict compliance with manufacturer's written instructions and recommendations.
B. Protect from damage due to weather, excessive temperature, and construction operations.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions i.e. temperature, humidity, and ventilation within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.8 WARRANTY

- A. Manufacturer's Warranty: Aluminum frames are warranted against defects in workmanship for five years from date of installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Marygrove Awnings, 12700 Merriman Road, Livonia, Michigan 48150; Marygrove.com
B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 METAL AWNINGS AND CANOPIES

- A. Performance and Design Requirements:
1. Standards Compliance: Comply with local building codes.
B. Traditional Awning, Basis of Design Marygrove Awnings
1. Material: Extruded aluminum, alloy 6063-T6.
2. Fabrication Method: Welded and mechanically fastened.
3. Slope Surface: Fabric
4. Fabric: Sunbrella Fabric color: Marine Blue #6078-0000
5. Slope: As indicated on Drawings.
6. Frame: Extruded aluminum tube frame.
7. Box Height: per drawings
8. End Finish: Matches slope surfaces.
9. Underside: Open.
10. Width: As indicated on Drawings.
11. Projection: As indicated on Drawings.
12. Frame & fabric awning
13. Finish: AAMA 2603 compliant two-part polyurethane enamel finish or powder coat finish; submit warranty and finish to owner & architect for selection & approval

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly constructed and prepared.
B. Confirm dimensions and elevations.
C. Verify that wall structure can support canopy loads.
D. If substrate preparation is the responsibility of another installer, notify Architect in writing of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions, approved submittals, and in proper relationship with adjacent construction.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection: Coordinate field inspection in accordance with appropriate sections in Division 01.

3.5 CLEANING AND PROTECTION

- A. Clean products in accordance with the manufacturer's recommendations.
B. Touch-up, repair or replace damaged products before Substantial Completion.



2417 E. Judd
Burton MI 48529
877-WINDOWS
www.antcliffwindows.com



QUOTE BY : John Zizka
SOLD TO :
PO# :
Ship Via : Ground
U-Factor Weighted Average: 0.28
SHGC Weighted Average: 0.22
QUOTE # : JW240400F0W - Version 0
SHIP TO :
PROJECT NAME: BEZTAK
REFERENCE :
NET UNIT PRICE QTY EXTENDED PRICE

LINE	LOCATION SIZE INFO	BOOK CODE DESCRIPTION	NET UNIT PRICE	QTY	EXTENDED PRICE
Line 1		Frame Size : 64 X 124 Rough Opening : 64 3/4 X 124 3/4			
		Siteline Standard, Clad Mull Auralast Pine, Casement/Awning Product, Desert Sand Exterior, Interior-Paint Perfect White/M64EXW31123, Nail Fin (Standard), Color Match Metal DripCap, 2 Wide 3 High, 4 9/16 Jamb, 4/4 Thick, Insulated SunStable Tempered Glass, Protective Film, Black Spacer, Argon Filled, Traditional Glz Bd, The selected colors may vary slightly in appearance between their AAMA- 2604 and AAMA-2605 versions. Please contact your sales representative to review color samples as needed prior to finalizing order..Mulled Window Assembly Has Not Been Tested To AAMA 450. PEV 2024.1.0.4593/PDV 7.293 (03/03/24)NW	\$5,605.12	2	\$11,210.24

		Frame Size : 64 X 124 Rough Opening : 64 3/4 X 124 3/4			
		Siteline Standard, Clad Mull Auralast Pine, Casement/Awning Product, Desert Sand Exterior, Interior-Paint Perfect White/M64EXW31123, Nail Fin (Standard), Color Match Metal DripCap, 2 Wide 3 High, 4 9/16 Jamb, 4/4 Thick, Insulated SunStable Tempered Glass, Protective Film, Black Spacer, Argon Filled, Traditional Glz Bd, The selected colors may vary slightly in appearance between their AAMA- 2604 and AAMA-2605 versions. Please contact your sales representative to review color samples as needed prior to finalizing order..Mulled Window Assembly Has Not Been Tested To AAMA 450. PEV 2024.1.0.4593/PDV 7.293 (03/03/24)NW	\$5,605.12	2	\$11,210.24

cust-3081 Page 1 of 3 (Prices are subject to change.) JW240400F0W (Ver0)-04/16/2024 11:57 AM
Quote Date: 04/11/2024 Drawings are for visual reference only and may not be to exact scale. Last Modified: 04/16/2024
All orders are subject to review by JELD-WEN

LINE	LOCATION SIZE INFO	BOOK CODE DESCRIPTION	NET UNIT PRICE	QTY	EXTENDED PRICE
Line 3		Frame Size : 32 X 124 1/2 Rough Opening : 32 3/4 X 125 1/4			
		Siteline Standard, Clad Mull Auralast Pine, Casement/Awning Product, Desert Sand Exterior, Interior-Paint Perfect White/M64EXW31123, Nail Fin (Standard), Color Match Metal DripCap, 1 Wide 3 High, Factory Structural Mull, 4 9/16 Jamb, 4/4 Thick, Insulated SunStable Tempered Glass, Protective Film, Black Spacer, Argon Filled, Traditional Glz Bd, The selected colors may vary slightly in appearance between their AAMA- 2604 and AAMA-2605 versions. Please contact your sales representative to review color samples as needed prior to finalizing order..Mulled Window Assembly Has Not Been Tested To AAMA 450. Horizontal Structural Mull 2 Horizontal Spreads, 1/4" High, PEV 2024.1.0.4593/PDV 7.293 (03/03/24)NW	\$3,172.10	1	\$3,172.10

		PRCISW6080 Frame Size : 71 1/4 X 95 1/2 Siteline Clad Auralast Pine, Inswing Door Product, (Single-Swing) Two Panel Door, (Left/Stat) Equal Panel Widths, 4 5/8" Stile, 8 1/4" Bottom Rail, Desert Sand Exterior, Clear Frame, Interior-Paint Perfect White/M64EXW31123, Nail Fin (Standard), Color Match Metal DripCap, 4 9/16 Jamb, HYDROLOCK Sill, Black Sill, Matte Black Hardware, Black/Bronze Strike Plate, Harleston Traditional , Multi Point Bore, Keyed, Adjustable Hinges, Black/Bronze Hinge Insulated SunStable Tempered Glass, Protective Film, Black Spacer, Argon Filled, Traditional Glz Bd, 5/8" Flat GBG Desert Sand Grid, Colonial All Lite(s) 3 wide 6 High, Door No Screen, Door closers should not be used with adjustable hinges. Inswing doors are not intended for Light Commercial applications. IGTick=0.756(1/8 / 1/8).The selected colors may vary slightly in appearance between their AAMA-2604 and AAMA-2605 versions. Please contact your sales representative to view color samples as needed prior to finalizing order..(Note: Color Tone Of Grille May Vary As A Result Of Glass Option). U-Factor: 0.30, SHGC: 0.19, VLT: 0.33, Energy Rating: 13.00, CR: 60.00, CPD: JEL-N-866-23885-00001 PEV 2024.1.0.4593/PDV 7.293 (03/03/24)NW	\$4,173.75	1	\$4,173.75
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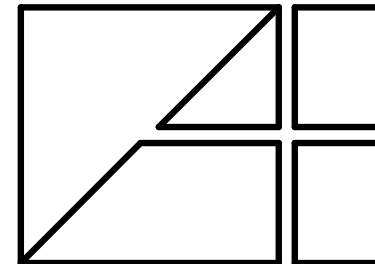
cust-3081 Page 2 of 3 (Prices are subject to change.) JW240400F0W (Ver0)-04/16/2024 11:57 AM
Quote Date: 04/11/2024 Drawings are for visual reference only and may not be to exact scale. Last Modified: 04/16/2024
All orders are subject to review by JELD-WEN

LINE	LOCATION SIZE INFO	BOOK CODE DESCRIPTION	NET UNIT PRICE	QTY	EXTENDED PRICE
Line 5		LABOR TO MULL TOGETHER WINDOWS ON SITE, INSTALL PRODUCT INTO NEW OPENING MADE BY OTHERS			
			\$5,437.50	1	\$5,437.50
			Total:		\$35,203.83
			Sales Tax (6.0000%):		\$1,785.98
			Net Total:		\$36,989.81
			Total Units:	7	

AuraLast Protect yourself when you choose JELD-WEN AuraLast pine products backed by a limited lifetime warranty against wood rot and termite damage.

Note: All products are custom-built per customers' specifications and are non-refundable/returnable. Putting a deposit/signature on an order acknowledges that the order is accurate and accepted as is by the customer. All orders are width x height measurements only Product lead times may vary due to manufacturer capacity and capability and do not warrant order discount or cancellation as it is beyond the control of Antcliff Windows. For replacement products, all measurements are the sole responsibility of the installation party. Antcliff does not assume responsibility for any project that is not being installed by Antcliff.

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Interior Design
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Bloomfield Hills, MI 48302
248.334.5000

CLIENT PROJECT
AWNING & WINDOW DETAILS

CLIENT PROJECT
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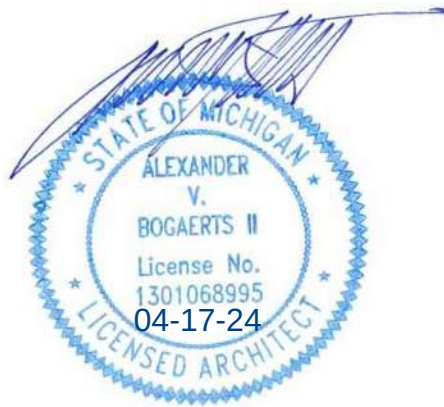
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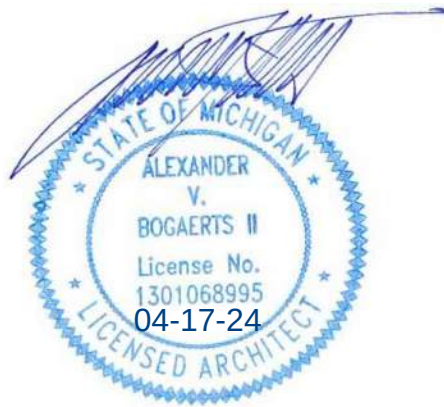




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CLIENT PROJECT	CLIENT TITLE
BeztaK Companies All Seasons of Birmingham Ph2 Birmingham MI	3D RENDERINGS
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Birmingham MI

PROJECT TITLE
3D RENDERINGS

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08-21-2021

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03-29-2021

☐ CONSTRUCTION
08-27-2021

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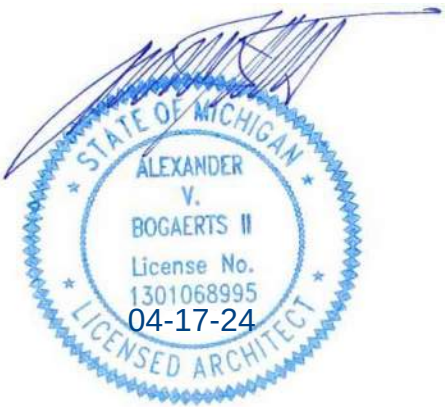
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08-21-2021

PERMITS
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Birmingham/All
Seasons.rvt

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MA

JOB NUMBER
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DATE
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SHEET NUMBER
7

PROJECT TITLE
3D RENDERINGS



MEMORANDUM

Planning Division

DATE: May 22, 2024

TO: Planning Board Members

FROM: Nicholas Dupuis, Planning Director

SUBJECT: 219 Elm St. – All Seasons 2 – Special Land Use Permit Amendment (SLUP), Final Site Plan & Design Review – Public Hearing

The subject site, 219 Elm Street, is located at the north end of the Triangle District in the MU3 (Triangle Overlay) and O2 (Office/Commercial) Zoning Districts. The site is directly adjacent to the existing All Seasons of Birmingham senior living establishment that was completed around 2015. The newly completed development at 219 Elm, also known as All Seasons 2, received Special Land Use and site plan approval in 2021, and was recently granted a Temporary Certificate of Occupancy. A complete list of key dates in the approval history of the project is provided in the table below:

Application Type	Approval Date	Documents
Community Impact Study	Planning Board 5/13/20	Agenda – Minutes
Preliminary Site Plan Review	Planning Board 6/10/20	Agenda – Minutes
Final Site Plan & Design Review	Planning Board 12/9/20	Agenda – Minutes
	City Commission 3/8/21	Agenda – Minutes
Special Land Use Permit	Planning Board 1/27/21	Agenda – Minutes
	City Commission 3/8/21	Agenda – Minutes
Building Permit	7/25/22	-
Temporary Certificate of Occupancy	4/4/24	-

At this time, the applicant has submitted a Special Land Use Permit Amendment, Final Site Plan and Design Review application to revise the first-floor layout to include one commercial tenant space. The tenant space would be approximately 1,500 sq. ft. and would transition the middle of three existing ground-floor residential units to commercial. There is no tenant associated with the space at this time, and the transition would include some exterior renovations to create a storefront for the space that more closely aligns with the architectural standards of the Triangle District.

As required by Article 7, Section 7.37 of the Zoning Ordinance, once a permit for a special land use has been granted as to any parcel of land, no change in that use may be made nor may any addition to or change in the building or improvements on the parcel of land take place until a new request for approval has been filed with the City Commission and the City Commission has approved the request for change. 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.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The existing site is the recently completed 5-story All Seasons 2 independent senior living facility.
- 1.2 Existing Zoning – O2 (Office-Commercial) & MU3 (Mixed-Use)
- 1.3 Summary of Adjacent Land Use and Zoning – The following chart summarizes the existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Multiple-Family Residential	Office/Commercial	Multiple-Family Residential	Commercial
Existing Zoning District	O2 (Office/Commercial)	O1 (Office)	O2 (Office/Commercial)	O2 (Office/Commercial)
Overlay Zoning District	MU5 (Mixed-Use)	ASF3 (Attached Single-Family)	MU3 (Mixed-Use)	MU5 (Mixed-Use)

2.0 Setback and Height Requirements

There are no issues with the bulk, area or placement of the proposed addition. The building was approved in 2021 and was built to plan which met all of the requirements.

However, the applicants request does have implications on the additional building height provisions in Article 3, Section 3.08 (E) of the Zoning Ordinance, which state that:

Buildings or portions of buildings that are 100 feet or more from a single-family residential zoning district may have the additional building height (in number of stories and/or feet of height) noted in Section 3.08B, Section 3.08C, and Section 3.08D where 2 or more of the following are provided as part of the development. Additional stories shall be stepped back at a 45-degree angle from the top story allowed by right without the height bonus.

1. A multi-level parking structure that offers parking available to the public at the rate of one parking space available to the public for every 300 square feet of building floor area allowed in the additional stories. Where additional building height is proposed without additional stories, then the parking shall be based upon the building floor area in the top floor. The applicant may provide payment-in-lieu to the City for construction of parking in a public parking deck at an offsite location. Parking rates will be calculated as follows:
 - a. The rate of \$27,500 per space to match the current cost per above-ground structured parking space in 2018.
 - b. Starting July 1st, 2019, the rate of payment per parking space shall be increased by 3 percent each year.
2. Dedication of an improved public plaza with an area that is at least equal to 25% of the additional floor area of building area allowed in the additional stories. Where additional building height is proposed without additional stories, then public plaza space shall be based upon 25% of the building floor area on the top floor. The location and design of the plaza shall be approved by the Planning Board and shall be in accordance with the Triangle District Urban Design Plan.
3. A mixed-use building that provides residential dwelling units above first-floor commercial where a minimum of 50% of the buildings floor area is residential.
4. Leadership in Energy and Environmental Design (LEED) building design, accredited based upon the rating system of the United States Green Building Council.
5. Transfer of development rights for additional floor area that zoning would permit on a site containing an historic building or resource designated under Section 127 of the Birmingham Code. The development rights shall be dedicated through recording a conservation easement on the designated historic resource, which shall be reviewed and approved by the Historic District Commission.

The 2021 approval was granted based on the applicant meeting the parking payment-in-lieu option, as well as the LEED certification option. At this time, the applicant has paid the required fee-in-lieu, and is working towards final LEED certification to furnish to the City. The applicant is now proposing to amend their proposal to provide a mixed-use building instead of providing the payment-in-lieu. Should the applicant be successful in gaining approval, they would still meet the minimum requirements of Section 3.08 (E) and would be able to maintain their current height, which includes two bonus stories.

3.0 Screening and Landscaping

- 3.1 Dumpster Screening – There are **no changes** proposed to the existing dumpster enclosure as a part of the Special Land Use Permit Amendment, Final Site Plan and Design Review application submitted.
- 3.2 Parking Lot Screening – There are **no changes** proposed to the existing parking facilities as a part of the Special Land Use Permit Amendment, Final Site Plan and Design Review application submitted.
- 3.3 Mechanical Equipment Screening – There are **no changes** proposed to the previously approved mechanical screening enclosures on site as a part of the Special Land Use Permit Amendment, Final Site Plan and Design Review application submitted.
- 3.4 Landscaping – There are **no changes** proposed to most of the previously approved landscaping on site. However, there are minor modifications at the south end that meet the requirements of the Zoning Ordinance.
- 3.5 Streetscape – There are **no changes** proposed to the streetscape as a part of this Special Land Use Permit Amendment and Final Site Plan/Design Review application.

4.0 Parking, Loading and Circulation

- 4.1 Parking – Article 4, Section 4.45 of the Zoning Ordinance requires independent senior living complexes to provide 0.5 off-street parking spaces per unit proposed. With the transition of one unit to commercial, the building would now contain 23 units; thus 12 off-street parking spaces are required for the residential portion of the development.

For commercial uses, the Planning Division assumes a standard commercial or office user which requires 1 off-street parking space for each 300 sq. ft. of floor area. The proposed 1,500 sq. ft. commercial tenant space would require 5 off-street parking spaces.

The site currently contains 19 off-street parking spaces, 9 of which are in private garages. The applicant is required to provide 17 off-street parking spaces, thus meeting the requirements for off-street parking.

- 4.2 Loading – Commercial uses less than 5,000 sq. ft. do not require an off-street loading space. Thus, there are **no changes** proposed to the loading conditions on site.
- 4.3 Vehicular Circulation and Access – There are **no changes** proposed to the vehicular circulation and access to the site. Vehicles will continue to enter the site from the drive on the south side of the property along Elm.
- 4.4 Pedestrian Circulation and Access – There are **no changes** proposed to pedestrian circulation and access of the site. The site will retain the existing pedestrian walkways and main pedestrian entrance.

5.0 Lighting

There are no new light fixtures proposed as a part of the Special Land Use Permit Amendment, Final Site Plan and Design Review application submitted.

6.0 Design Review

The majority of the building façade and site are not proposed to change as a part of the Special Land Use Permit Amendment, Final Site Plan and Design Review application submitted.

However, the applicant is proposing some changes to the façade in the area of the proposed commercial space. The changes include new/increased glazing and new awnings. The existing light fixtures, entry doors, gate and façade materials are proposed to remain. The transition to a mixed-use building in the Triangle District does trigger the commercial/mixed use architectural requirements in Article 3, Section 3.09 that previously were not applied to the project, as the building was completely residential, although the standards were still reviewed at the time.

At this time, the applicant meets most of the architectural standard requirements outlined in Section 3.09. The applicant has provided a prominence through the amended façade and increased fenestration, and has provided some architectural detail that lends itself to distinction as a different space than the adjacent residential units as well as a main entrance to the commercial unit. The new façade at the commercial space will exceed the glazing requirements at 73.5%.

Due to the uniqueness of the proposal in having one ground-floor commercial tenant space sandwiched between two ground-floor residential units, the following standards require further review.

- Storefront/Ground Floor. Ground floors shall be designed with storefronts that have windows, doorways and signage, which are integrally designed and painted. No less than 70% of the storefront/ground floor façade between 1 and

8 feet above grade shall be clear glass panels and doorway. Glass areas on storefronts shall be clear glazing on the first floor.

- This standard appears to apply to the entire ground floor façade and not just the single commercial tenant space. Although not provided, the Planning Department is unsure that the ground floor façades glazing calculations would meet this requirement in its entirety.

In addition, the applicant has provided awnings that project 2 ft. into the right-of-way. Removable architectural elements such as awnings, canopies, marquees may be approved by the Planning Board to project into the right of way provided that they are constructed to support applicable loads without any ground mounted supports on public property. Encroachments with less than 15 ft. of clearance above the sidewalk shall not extend into or occupy more than two-thirds of the width of the sidewalk or 5 ft., whichever is less, and must not interfere with any existing or planned streetscape elements or infrastructure. The awning meets these requirements. In addition to projection, the architectural standards of the Triangle District requires that awnings be positioned immediately above the ground floor window area of the façade and have a straight shed that projects from the building at a straight angle *with open sides*. The awnings as designed to not have open sides.

Finally, the architectural standards require that all walls of the building facade exposed to public view from the street, or parking area shall be constructed of not less than 60% brick, stone or glass. The remaining façade may include wood siding or fiber cement siding. Although the applicant has not submitted specific calculations the building does appear to meet this standard.

Overall, the Planning Board may request the specific information required to meet the architectural standards of the Triangle District. Should the Planning Board find the proposal to be satisfactory without such information, modifications to any requirements that the applicant may not meet may be made pursuant to Article 3, Section 3.11 of the Zoning Ordinance which states that:

The Planning Board may approve deviations to the architectural requirements of Section 3.09 and Section 3.10 in order to allow for creativity and flexibility in design. A front elevation drawing of the proposed building shall be provided superimposed on a color drawing or photograph of the entire block showing the relation of the proposed building design to other buildings along the block, which shall be utilized to evaluate the proposed building design based upon all of the following criteria:

- A. Demonstrates innovation in architectural design, provided the building design shall be in keeping with the desired character of the Triangle Overlay District, as articulated in the Triangle District Urban Design Plan.
- B. The building is oriented towards the front sidewalk with a functioning entrance and enhances the continuity of the pedestrian oriented environment. A modification shall not result in an increased dominance of vehicular parking or garage doors along the front of the building.
- C. The roof design shall not be out of character with other buildings along the block and shall be within the minimum and maximum height requirements of the district.
- D. The exterior finish materials shall be of equal or better quality and durability as those permitted herein, with the intent to allow for new technologies in building material while maintaining the desired character of the Triangle Overlay District.
- E. Ground floor windows shall be provided along the front sidewalk to maintain the pedestrian orientation of the streetscape and upper story windows shall not be incompatible with the rhythm and proportions of windows on other buildings along the block.

7.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	☒	☐	☐
Detailed and Scaled Site Plan	☒	☐	☐
Certified Land Survey	☒	☐	☐
Interior Floor Plans	☒	☐	☐
Landscape Plan	☒	☐	☐
Photometric Plan	☐	☐	☒
Colored Elevations	☒	☐	☐
Material Specification Sheets	☒	☐	☐
Material Samples	☐	☐	☒
Site & Aerial Photographs	☒	☐	☐

8.0 Approval Criteria

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

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.

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

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

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

9.0 Recommendation

Based on a review of the site plan submitted, the Planning Department recommends that the Planning Board recommend **APPROVAL** of the Special Land Use Amendment and Final Site Plan/Design Review application for 219 Elm St. – All Seasons 2 – subject to the following conditions:

1. The applicant must provide more detail on how the architectural standards of Article 3, Section 3.09 are met; and
2. The applicant must comply with the requests of all City Departments.

10.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to recommend for **APPROVAL** the Final Site Plan & Design Review for 219 Elm St. – All Seasons 2 – subject to the following conditions:

1. The applicant must provide more detail on how the architectural standards of Article 3, Section 3.09 are met; and
2. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review for 219 Elm St. – All Seasons 2 – pending receipt of the following:

1. The applicant must provide more detail on how the architectural standards of Article 3, Section 3.09 are met; and
2. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend for **DENIAL** to the City Commission the Final Site Plan & Design Review for 219 Elm St. – All Seasons 2 – for the following reasons:

1. _____
2. _____
3. _____

11.0 Sample Motion Language (*Special Land Use Permit Amendment*)

Motion to recommend for **APPROVAL** to the City Commission the Special Land Use Permit Amendment for 219 Elm St. – All Seasons 2 – subject to the conditions of Final Site Plan & Design Review approval.

OR

Motion to **POSTPONE** the Special Land Use Permit Amendment 219 Elm St. – All Seasons 2 – pending receipt of the following:

1. The; and
2. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend for **DENIAL** to the City Commission the Special Land Use Permit Amendment for 219 Elm St. – All Seasons 2 – for the following reasons:

1. _____

2. _____
3. _____



MEMORANDUM

Engineering Department

DATE: May 28, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Arlington, Shirley, and Brandon Street Project, Contract #6-24(W)
Set Public Hearing Dates for Notice of Necessity and Confirmation of Roll for Sewer and Water Lateral Special Assessment District (SAD)

INTRODUCTION:

This memo is to clarify the date for the Public Hearing of Necessity to form a Special Assessment District for the replacement of sewer and water laterals as part of the Arlington, Shirley, and Brandon Project be scheduled at the regularly scheduled City Commission meeting on June 24, 2024. If necessity is determined on June 24, 2024, to meet on Monday, July 8, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of sewer and water laterals meeting the requirements for assessment.

Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road will receive water main replacement and sewer improvements, and will be converted to an improved road by paving the road with new concrete curb and gutter, an engineered aggregate base, and asphalt paving with no sidewalk per the City Commission resolution from the February 5, 2024 meeting. The City intends to replace private sewer and water laterals meeting certain "useful life" criteria in the right-of-way in an effort to protect the public investments being made with this project.

BACKGROUND:

In accordance with City policy established to protect the public investment being made with capital improvement projects, the city intends to replace all sewer laterals that are 50 years of age or older, are less than 6" diameter, or are an unsuitable material. Water services that are 60 years of age or older, are less than one inch in diameter, or are an unsuitable materials will be replaced as part of the project. All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC, and water services will be replaced with a new 1 inch diameter service. The lengths of sewer and/or water laterals replacement will be within the road right-of-way.

In accordance with the rule from the Michigan Department of Environmental, Great Lakes, and Energy (EGLE) requiring the complete removal of lead water service from the water main to the water meter on private property, such water service will also be replaced as part of this project. Per EGLE, the City is not allowed to charge a property owner for costs associated with the replacement of an existing lead water service.

The parcels located within the project area that may be potentially subject to the Sewer and Water Lateral SAD are highlighted on the attached map. The Engineering Department will provide additional details confirming a final list of properties that the department plans to include in the assessment, along with estimated construction costs to be assessed at the Hearing of Necessity.

LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures.

FISCAL IMPACT:

Revenue generated from the Sewer and Water Lateral SAD for Arlington Street, Shirley Road, and Brandon Street will cover the construction costs incurred by the City for the construction of these improvements.

SUSTAINABILITY:

Replacing sewer and laterals that do not meet the City's requirements during a construction project will protect the new road for disturbance of either sewer or water lateral replacement.

PUBLIC COMMUNICATIONS:

Notice of the Hearing of Necessity and Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department will hold a property owner meeting on Tuesday, June 4, 2024, from 5:30 pm to 7:00 pm to explain the associated work, assessment cost, and answer questions.

SUMMARY:

The Engineering Department recommends that a Public Hearing of Necessity to form a Special Assessment District for the replacement of sewer and water laterals as part of the Arlington, Shirley, and Brandon Project be scheduled at the regularly scheduled City Commission meeting on June 24, 2024, followed by a Public Hearing for Confirmation of the Roll on July 8, 2024.

ATTACHMENTS:

- Map of Proposed Special Assessment District for Sewer and Water Laterals

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set the Public Hearing of Necessity of the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road on Monday, June 24, 2024 at 7:30 P.M.; and

If necessity is determined on June 24, 2024, to meet on Monday, July 8, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road.

Arlington, Shirley, and Brandon Project Area



MATCH LINE



Limits of Projects



Properties Within Sewer and Water Lateral SAD

Arlington, Shirley, and Brandon Project Area



Limits of Projects



Properties Within Sewer and Water Lateral SAD

Arlington, Shirley, and Brandon Project Area

MATCH LINE



Limits of Projects



Properties Within Sewer and Water Lateral SAD



MEMORANDUM

Engineering Department

DATE: May 28, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: N Adams Road Resurfacing, Contract #12-24(P)
Set Public Hearing Dates for Notice of Necessity and Confirmation of Roll for Sewer and Water Lateral Special Assessment District (SAD)

INTRODUCTION:

The north end of Adams Road, from south of Madison Street to the northern City limits, is planned to be resurfaced this summer/fall. This project will also include some water main replacement and sewer improvements. The City intends to replace private sewer and water laterals meeting certain "useful life" criteria in the right-of-way in an effort to protect the public investments being made with this project.

BACKGROUND:

In accordance with City policy established to protect the public investment being made with capital improvement projects, the City intends to replace all sewer laterals that are 50 years of age or older, are less than 6" diameter, or are an unsuitable material. Water services that are 60 years of age or older, are less than one inch in diameter, or are an unsuitable materials will be replaced as part of the project. All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC, and water services will be replaced with either a new 1 inch diameter service or match the existing diameter service if larger than 1 inch. The lengths of sewer and/or water laterals replacement will be within the road right-of-way.

In accordance with the rule from the Michigan Department of Environmental, Great Lakes, and Energy (EGLE) requiring the complete removal of lead water service from the water main to the water meter on private property, such water service will also be replaced as part of this project. Per EGLE, the City is not allowed to charge a property owner for costs associated with the replacement of an existing lead water service.

The parcels located within the project area that may be potentially subject to the Sewer and Water Lateral SAD are highlighted on the attached map. The Engineering Department will provide

additional details confirming a final list of properties that the department plans to include in the assessment, along with estimated construction costs to be assessed at the Hearing of Necessity.

LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures.

FISCAL IMPACT:

Revenue generated from the Sewer and Water Lateral SAD for the N. Adams Road Resurfacing Project will cover the construction costs incurred by the City for the replacement of the services.

SUSTAINABILITY:

Replacing sewer and laterals that do not meet the City's requirements during a construction project will protect the new road for disturbance of either sewer or water lateral replacement.

PUBLIC COMMUNICATIONS:

Notice of the Hearing of Necessity and Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department will hold a property owner meeting prior to the start of construction to explain the associated work, assessment cost, and answer questions.

SUMMARY:

The Engineering Department recommends that a Public Hearing of Necessity to form a Special Assessment District for the replacement of sewer and water laterals as part of the N. Adams Road Resurfacing Project be scheduled at the regularly scheduled City Commission meeting on July 8, 2024, followed by a Public Hearing for Confirmation of the Roll on July 22, 2024.

ATTACHMENTS:

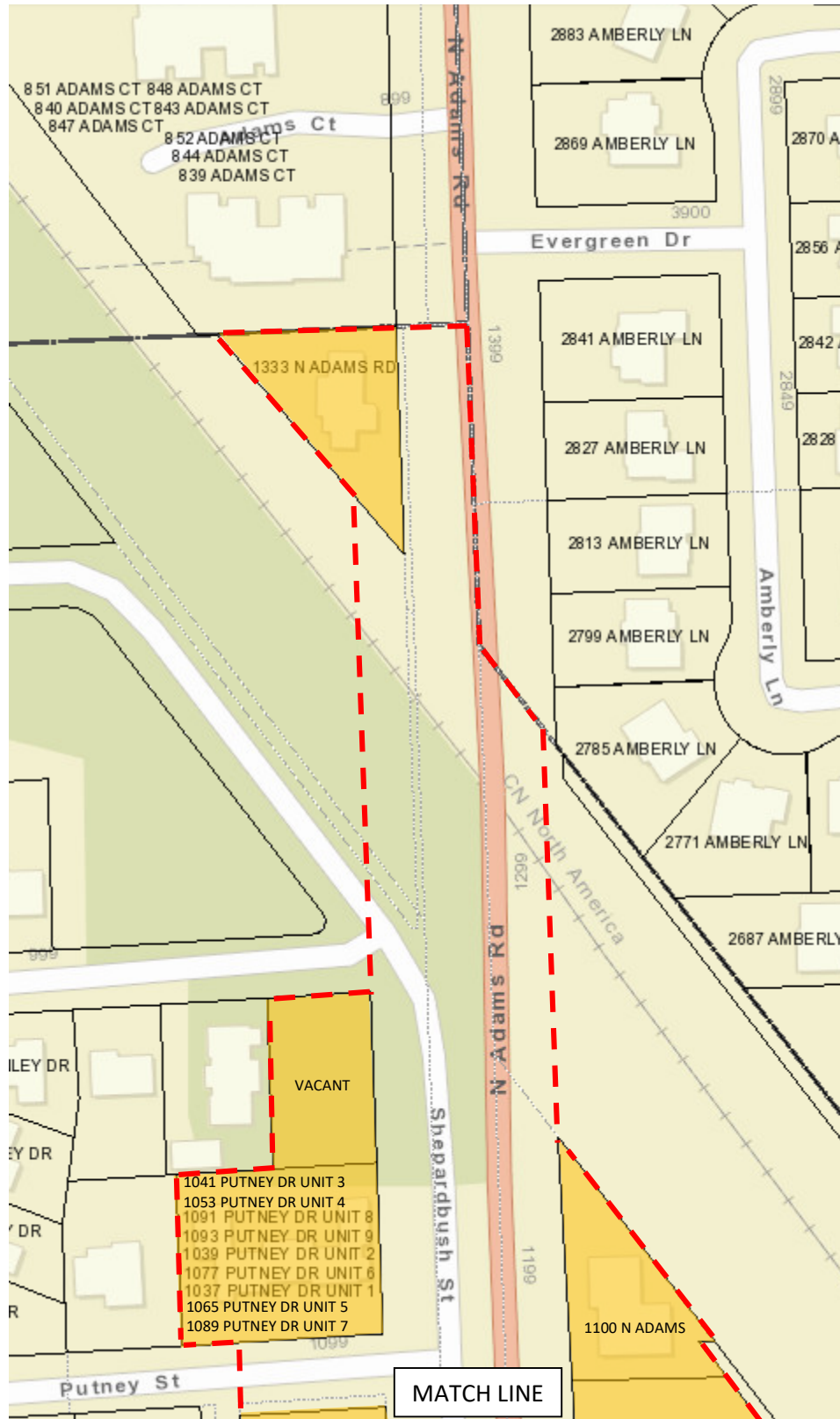
- Map of Proposed Special Assessment District for Sewer and Water Laterals

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set the Public Hearing of Necessity of the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on N. Adams Road, between south of Madison Street and the north City limits, on Monday, July 8, 2024 at 7:30 P.M.; and

If necessity is determined on July 8, 2024, to meet on Monday, July 22, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on N. Adams Road, between south of Madison Street and the north City limits.

N. Adams Road Resurfacing Project Area

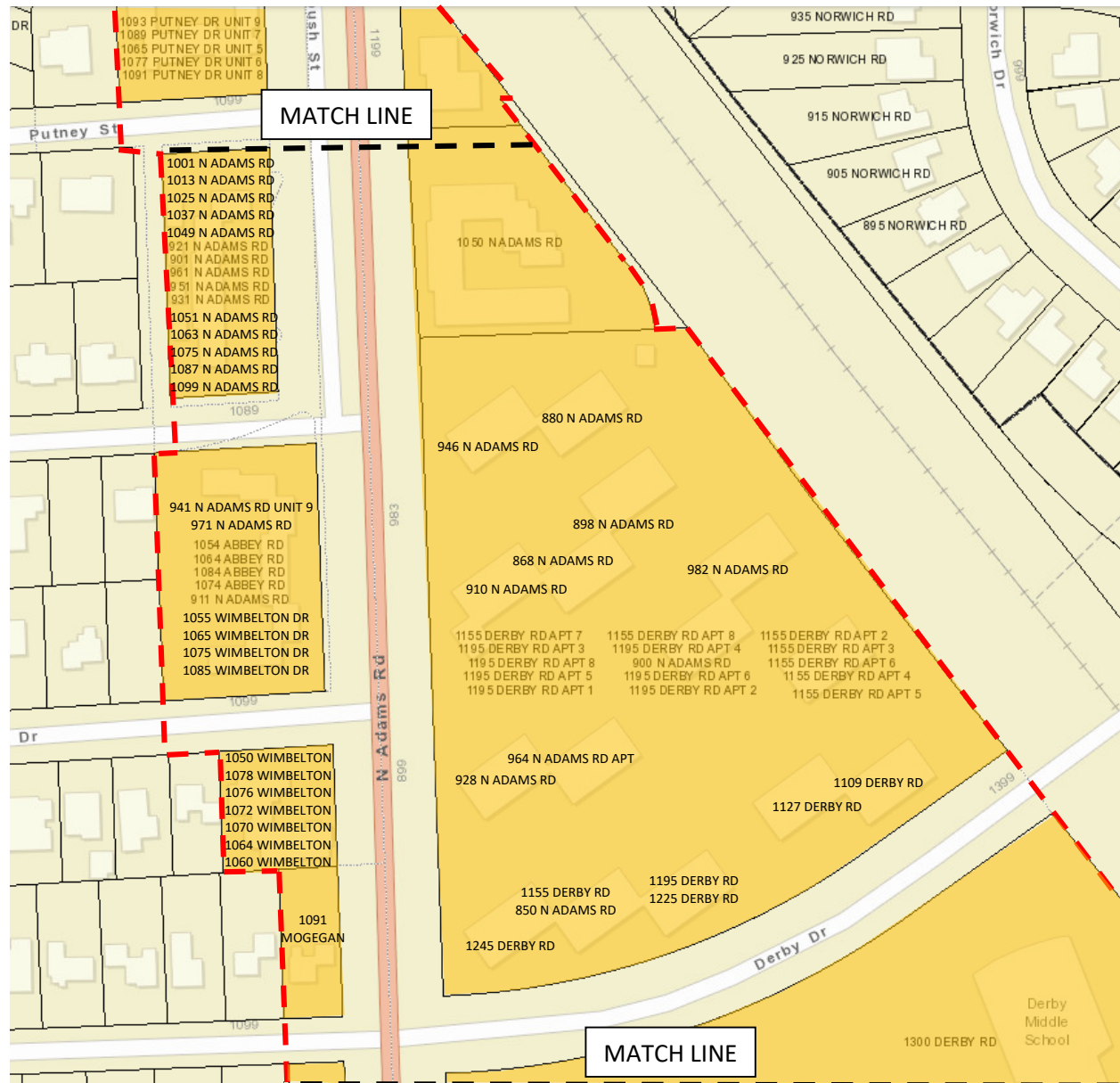


Limits of Projects



Properties Within Pavement SAD

N. Adams Road Resurfacing Project Area



Limits of Projects

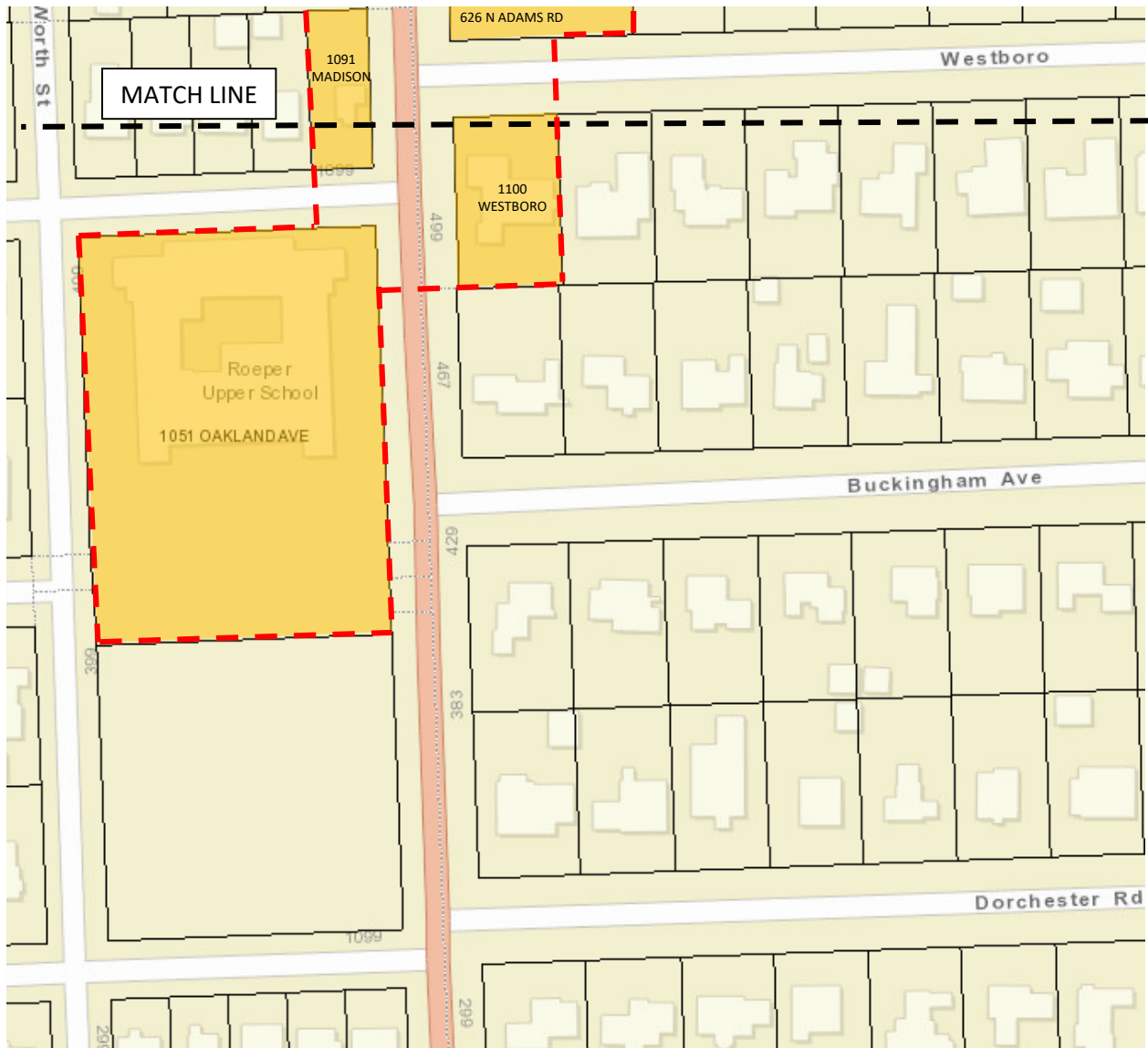


Properties Within Pavement SAD

N. Adams Road Resurfacing Project Area



N. Adams Road Resurfacing Project Area



Limits of Projects



Properties Within Pavement SAD



MEMORANDUM

Engineering Department

DATE: May 28, 2024

TO: Jana Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Change Order to the 2022-2023 Cape Seal Program #6-22 (P) to add the 2024 Cape Seal program #5-24 (P)

INTRODUCTION:

The 2022-2023 Cape Seal Program contract between Highway Maintenance & Construction Co. and the City of Birmingham is still open. Highway Maintenance & Construction Co. has offered to hold most of their unit pricing from the 2022-2023 Cape Seal Program for the 2024 Cape Seal Program. The Engineering Department recommends a change order to the 2022-2023 Cape Seal Program #6-22 (P) to add the 2024 Cape Seal Program #5-24.

BACKGROUND:

The Engineering Department received bids for the re-bid of the 2022-2023 Cape Seal Program on December 2, 2022, and Highway Maintenance & Construction Co. was the sole bidder. The City awarded the contract at the February 27, 2023 City Commission Meeting. Highway Construction & Maintenance Co. completed the field work of the 2022-2023 Cape Seal Program in November 2023. The 2024 Cape Seal Program will include the same scope of work patching or pulverizing unimproved roads, installing cement stabilization, cape sealing unimproved roads, and making sidewalk ramp repairs.

Highway Maintenance & Construction, Co. has offered to perform nine (9) items of work at the same bid pricing per the February 27, 2023 Agreement. They are requiring a price increase of \$1.44 per square yard for pulverizing and shaping existing road surfaces, and applying a new double-chip seal surface. The requested increase in price for this work is due to a decrease in the quantity of work from the 2022 program, and increase in labor and material costs from December 2022 through today. Two (2) work processes are new this year that were not in the 2022-2023 Cape Seal Program; such as a work unit price for spray patching low areas in existing roads that do not require to be pulverized and shaped, and a work unit price for the double-chip seal surfacing only without pulverizing and shaping. Enclosed is a summary of the requested new pricing for the 13 bid items.

The Engineering Department recommends a change order to the 2022-2023 Cape Seal Program to add the 2024 Cape Seal Program for the following reasons: Highway Maintenance &

Construction, Co. was the only bidder for the re-bid 2022-2023 Cape Seal Program, and in past cape seal programs has been the only bidder; the City would also have a cost savings for the project by not issuing project specifications for bidding and the award process, due to the current bidding environment it is possible to see high bid pricing compared to the winter of 2022. Highway Maintenance & Construction has the availability in their schedule to start this project this summer.

LEGAL REVIEW:

The City Attorney reviewed the 2022-2023 Cape Seal Program contract and City Ordinance and has no objection as to form or substance.

FISCAL IMPACT:

The 2024 Cape Seal Program was budgeted for in the 2023-2024 budget in the Local Street Fund. The construction cost of the project is estimated to be \$315,961.55 which includes Highway Maintenance & Construction Co. amount of \$287,237.77 and a 10% construction contingency. The project will be funded by the following account:

2023-2024 Fiscal Year

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Local Street Fund	203.0-449.001-981.0100	\$287,237.77	\$28,723.78	\$315,961.55

No amendment is required to the 2023/2024 fiscal year budget for the Local Street Fund as there is adequate funds.

PUBLIC COMMUNICATIONS:

A resident meeting was held at City Hall on Wednesday, April 24, 2024 to explain the project and the Special Assessment process. Property owners affected by the work will also be notified in advance through the use of door-hangers and the City's Constant Contact targeted e-blasts.

SUMMARY:

The Engineering Department is recommending a change order to the 2022-2023 Cape Seal Program #6-22 (P) to add the 2024 Cape Seal Program #5-24 (P).

ATTACHMENTS:

- Highway Maintenance & Construction, Co.: Construction Pricing (1 page)
- Project Area Map (1 page)
- 2022-2023 Cape Seal Program Proposal and Contract (18 pages)
- First Amendment to the 2022-2023 Cape Seal Program #6-22 (P) (4 pages)

SUGGESTED COMMISSION ACTION:

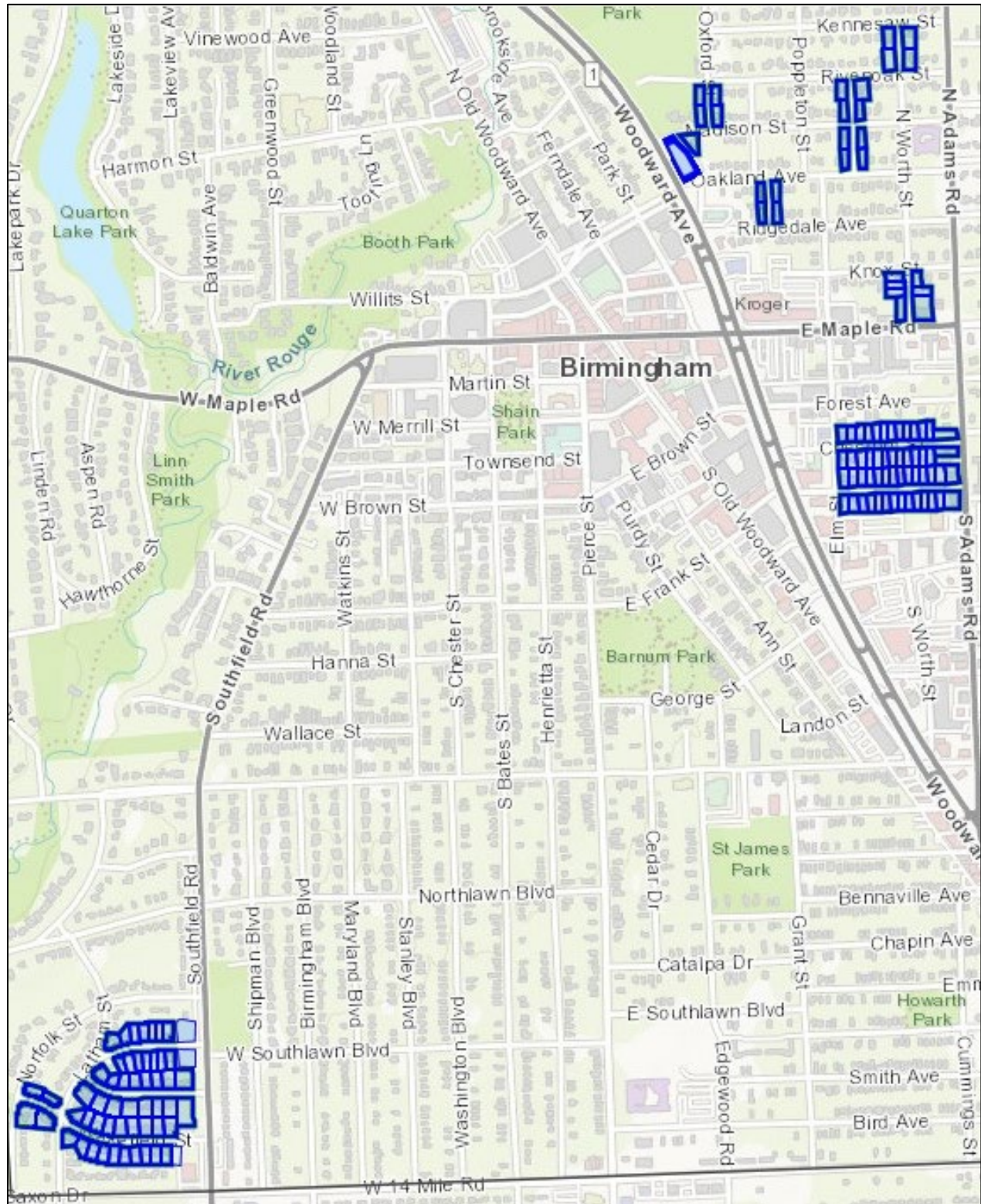
Make a motion adopting a resolution to approve a change order to the 2022-2023 Cape Seal Program #6-22 (P) for the 2024 Cape Seal Program #5-24 (P) in the amount not to exceed \$315,961.55. In addition, to authorize the Mayor and City Clerk to sign the First Amendment to the 2022-2023 Cape Seal Program, and the City Engineer to sign the change order. Funding for this project has been budgeted in the following account:

Fund Account	Fund ID Number	Budget	Change Order Amount
Local Street Fund	203.0-449.001-981.0100	\$370,000.00	\$315,961.55

Highway Maintenance & Construction Co.
Construction Pricing

			2022 Bid Price	2024 Proposed Price
No.	DESCRIPTION	UNITS	UNIT PRICE	UNIT PRICE
1	Mobilization, Maximum \$25,000	LS	\$5,000.00	\$4,000.00
2	Pulverize, Shape, Cape Seal Surface	SY	\$11.15	\$12.59
3	Sidewalk, Remove	SF	\$2.00	\$2.00
4	Curb Ramp, 6 inch	SF	\$15.00	\$15.00
5	Sidewalk, Concrete, 4 inch	SF	\$12.00	\$12.00
6	Detectable Warning Surface, Modified	FT	\$180.00	\$180.00
7	Cement Stabilization	SY	\$9.00	\$7.50
8	Additional Cement Added	Ton	\$400.00	\$350.00
9	Traffic Maintenance & Control	LS	\$3,000.00	\$2,500.00
10	Turf Establishment, THM Seed Mix	LS	\$5,000.00	\$4,000.00
11	Inspector Crew Days	DAY	\$400.00	\$400.00
12	Cape Seal Surface	SY	-	\$8.54
13	Spray Patch	DAY	-	\$3,500.00

2024 Cape Seal Program Project Map



PROPOSAL
2022 – 2023 CAPE SEAL PROGRAM
CONTRACT #06-22(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
<u>11/14/22</u>	<u>#1</u>
_____	_____
_____	_____

hereby proposes to perform everything noted herein and to provide and furnish all labor, materials, except as otherwise specified, necessary to construct and complete in a workmanlike manner all of the work required to be performed for **2022 – 2023 Cape Seal Program, Contract #06-22(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. **Bidder must write out in words the unit price of each item on the line provided under each pay item.**

WORK ITEMS HUMPHREY, PENISTONE, TORRY, BRADFORD, TORRY, MELTON, BANBURY, CROFT					
No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
1.	Mobilization, Maximum \$25,000	1	LS	\$5000	\$5000
2.	Erosion Control, Inlet Protection, Fabric Drop	43	EA	\$400	\$17,200
3.	Cape Seal Surface	19,214	SY	\$11.15	\$214,236.10
4.	Supplemental Aggregate, MDOT 23A Limestone, as Required	200	TON	\$34.00	\$6800
5.	Sidewalk, Remove	2,063	SF	\$2.00	\$4126
6.	Curb and Gutter, Remove	300	FT	\$5.00	\$1500

WORK ITEMS HUMPHREY, PENISTONE, TORRY, BRADFORD, TORRY, MELTON, BANBURY, CROFT					
No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
7.	Curb and Gutter, Concrete, Detail F4	120	FT	\$50.00	\$6,000
8.	Curb Ramp Opening, Concrete	400	FT	\$50.00	\$20,000
9.	Curb Ramp, 6 inch	1,553	SF	\$15.00	\$23,295
10.	Sidewalk, Concrete, 4 inch	510	SF	\$12.00	\$6,120
11.	Detectable Warning Surface, Modified	380	FT	\$180.00	\$68,400
12.	Subgrade Undercutting, 1 x 3, Special	225	CY	\$35.00	\$7,875
13.	Subgrade Undercutting, 21AA	80	CY	\$35.00	\$2,800
14.	Cement Stabilization	915	SY	\$9.00	\$8,235
15.	Additional Cement Added	10	TON	\$400.00	\$4,000
16.	Structure Cover, Adj, Case 1	36	EA	\$500.00	\$18,000
17.	Traffic Maintenance & Control	1	LS	\$3,000.00	\$3,000
18.	Turf Establishment, THM Seed Mix	1	LS	\$5,000.00	\$5,000
19.	Inspector Crew Days-	37	DAY	\$400.00	\$14,800

TOTAL BID \$436,387.10

TOTAL BID (WRITE OUT IN WORDS):

Four Hundred : Thirty Six Thousand Three Hundred : Eighty
Seven Dollars : Ten Cents

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 _____



Street Address _____

P.O. Box 74411 • Romulus, MI 48174-0411
(734) 941-8885

City _____

County _____

WARR

State/Zip Code _____

Telephone _____

734-941-8885

FAX _____

734-941-8962

Date _____

12/1/22

Signed by _____

A handwritten signature in blue ink, appearing to be "J. Smith", is written over a horizontal line.

Print Name JEFFREY S. DEMEK

Title PRESIDENT

If a corporation, give state in which incorporated MICHIGAN

Witnessed: 

Print Name: JAKE DEMEK

Name of Superintendent ROBERT HESTER
Supervision & time sequence according to the General Requirements

Give below at least three references as to ability to do work proposed.

Name CITY OF BIRMINGHAM Address _____

Firm _____ Telephone _____

Name CITY OF AUBURN HILLS Address _____

Firm _____ Telephone _____

Name CITY OF GARDEN CITY Address _____

Firm _____ Telephone _____

Give below the last five 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: ROAD REPAIR & CAPESEAL - 2022

Date Started 6/2022 Finished 10/2022

Name GARDEN CITY Address _____

Firm _____ Telephone _____

Project #2: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #3: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #4: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #5: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

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 GARY VANHEVEL Address LAPER, MI

Firm PAVEMENT RECYCLING Telephone (810) 245-5700

Type of Work to be Performed: PULVERIZE & GRADE, CEMENT STABILIZATION

Name BOB WEIST Address 16481 COMMON, ROSEVILLE

Firm LUIGI FORDINARDI & SON CEMENT Telephone (586) 774-1000

Type of Work to be Performed: CEMENT WORK

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____

Telephone _____

Type of Work to be Performed: _____

Name _____

Address _____

Firm _____

Telephone _____

Type of Work to be Performed: _____

Name _____

Address _____

Firm _____

Telephone _____

Type of Work to be Performed: _____

Name _____

Address _____

Firm _____

Telephone _____

Type of Work to be Performed: _____

Name _____

Address _____

Firm _____

Telephone _____

Type of Work to be Performed: _____

Name _____

Address _____

Firm _____

Telephone _____

Type of Work to be Performed: _____

END OF SECTION

**ADDENDUM NO. 1
TO SPECIFICATIONS FOR:
2022 – 2023 CAPE SEAL PROGRAM
BIRMINGHAM, MICHIGAN**

Issued: November 15, 2022

HRC Job No. 20220234

This Addendum is issued prior to receipt of proposals to provide for certain changes and clarifications to the Specifications and/or the Drawings, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. All other conditions remain the same. **The Proposer shall acknowledge the receipt of this Addendum by signing below, including this addendum with their proposals, and completing the Addenda section on Page 1 of the Proposal Form (Section 100).** Failure to sign the Addenda Section of the Proposal Form in the submission of the proposal may be justification for the proposal being rejected as non-responsive.

The following lists the extent of this Addendum. Descriptions of the changes or clarifications are given within each heading:

SPECIFICATION CHANGES:

- ≡ **Section 763 – Cement Treated Base Course** has been added to the contract documents. This specification covers as-directed cement amendment of soft subsoils concurrent with pulverization operations as an alternative to the conventional undercut-and-backfill methodology and quantities already included in the project.
- ≡ **Section 761 – Surface Course Pulverizing** has been modified to refer to Section 763. This specification covers as-directed cement amendment of soft subsoils as an alternative to the conventional undercut-and-backfill methodology and quantities already included in the project.
- ≡ **Section 100 – Proposal** has been modified to reflect the inclusion of Cement Stabilization, per SY and Cement Addition, per ton.
- ≡ **Section 010 – Index** has been modified to reflect the inclusion of Section 763 to the contract documents

SUMMARY:

This Addendum No. 1 has been issued to clarify, modify, and add additional items to the original Bid Package. A copy of the amended pages of the Contract Documents noted in this addendum have been posted online at <http://www.hrcengr.com/bid-info>.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

The Bidder shall acknowledge receipt of this Addendum No. 1 by signing in the location provided below and incorporating this Addendum No. 1 with the submission of his bid. Failure to include Addendum No. 1 and its attachments may result in rejection of the bid.

If you have any questions or require any additional information, please contact the undersigned.

Respectfully submitted,

HUBBELL, ROTH & CLARK, INC.



William J. West, PE
Senior Project Engineer

Attachment

Enclosure

pc: All Plan holders
City of Birmingham; M. Coatta, S. Zielinski
HRC; J. Surhigh, S. Carver (Front Desk), N. Womack (Repro) File

Received and Acknowledged By:

Company: HIGHWAY MAINTENANCE & CONSTRUCTION

Signature: 

Printed Name: JEFFREY S. DEMEK

Title: PRESIDENT

Dated: 11/15/22

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Highway Maintenance and
Construction Company
12101 Wahrman St**

Romulus, MI 48174-0411

OWNER:

(Name, legal status and address)

**City of Birmingham
151 Martin Street
Birmingham, MI 48012**

BOND AMOUNT: Five Percent of Accompanying Bid ----- (5%)

SURETY:

(Name, legal status and principal place
of business)

**Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441**

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)

2022 - 2023 Cape Seal Program - Contract # 06-22(P)

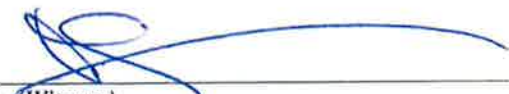
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 **2nd** day of **December, 2022**


(Witness)


(Witness)

Highway Maintenance and Construction Company
(Principal) (Seal)

(Title)

Atlantic Specialty Insurance Company
(Surety) (Seal)

(Title) **Susan L Small, Attorney-in-Fact**

Int.

NOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Steven K. Brandon, John L. Budde, T. J. Griffin, Susan L. Small, Patrick E. Williams, Terence J. Griffin**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY

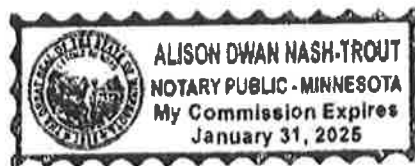


By

Paul J. Brehm

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of December, 2022



This Power of Attorney expires
January 31, 2025

Kara Barrow

Kara Barrow, Secretary

2022 – 2023 CAPE SEAL PROGRAM
PROJECT - #06-22(P)

CONTRACT

THIS AGREEMENT made the _____ day of _____,
20____, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter
called the “City”, and Highway Maintenance & Construction, Inc. of the City of
Romulus, County of Wayne, State of
Michigan, hereinafter called the “Contractor”, relative to Contract No.
06-22(P), otherwise known as: 2022 - 2023 Cape Seal Program
in the amount of \$ 436,387.10 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. In the event that 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 of 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.

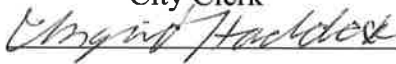
IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

Attest



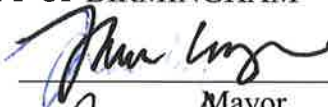
City Clerk

Witnessed



CITY OF BIRMINGHAM

By:

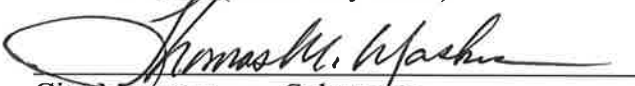


Mayor

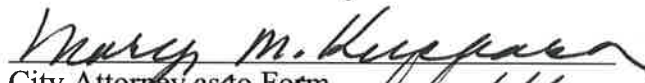
By:


JEFFREY S. DEMEK
HIGHWAY MAINTENANCE & CONST
Contractor

APPROVAL (1.135 City Code)



City Manager as to Substance



City Attorney as to Form



Director of Finance as to Financial Obligation



City Engineer

PERFORMANCE BOND

Bond #06-22(P)

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned
HIGHWAY MAINTENANCE AND CONSTRUCTION, INC.

as Principal, and *Atlantic Specialty Insurance Company*
as Sureties, are hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN**
in the sum of FOUR HUNDRED THIRTY SIX THOUSAND THREE HUNDRED EIGHTY
SEVEN AND 10/100 Dollars (\$ 436,387.10), 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 _____,
20____.

WHEREAS, the above bounded Principal has entered into a certain written
contract with the above named City of Birmingham, Michigan dated _____ day of
_____, 20____ for the construction of _____

2022 – 2023 CAPE SEAL PROGRAM

CITY CONTRACT #6-22(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:

Rebecca Smith

JEFFREY S. DEMEK
PRESIDENT

ARMY MAINTENANCE AND CONSTRUCTION INC
Principal

SUSAN L. SMITH, Attorney-in-Fact
ARMY SPECIALTY INSURANCE COMPANY

PAYMENT BOND

Bond # 800136228

KNOW ALL MEN BY THESE PRESENTS, that we _____
HIGHWAY MAINTENANCE AND CONSTRUCTION, INC. of the _____
hereinafter called the "Principal" and *Atlantic Specialty Insurance*
Company 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 FOUR
HUNDRED THIRTY SIX THOUSAND THREE HUNDRED EIGHTY SEVEN AND 10/100
Dollars (\$ 436,387.10), 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 _____, A.D., 20__.

WHEREAS, the above named Principal has entered into a Contract with the
CITY OF BIRMINGHAM, MICHIGAN dated the _____ day of _____,
A.D., 20__, wherein said principal has covenanted and agreed as follows, to wit:

To furnish all the labor and materials FOR CONSTRUCTION OF THE
2022 – 2023 CAPE SEAL PROGRAM, CITY CONTRACT # 6-22(P) and,

WHEREAS, this Bond is given in compliance with and subject to the provisions
of Act No. 123 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.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Steven K. Brandon, John L. Budde, T. J. Griffin, Susan L. Small, Patrick E. Williams, Terence J. Griffin**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY

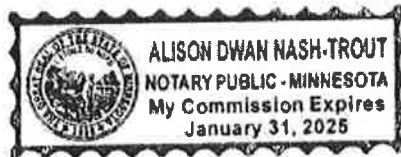
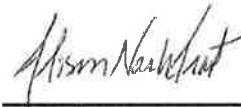


By



Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of January, 2023

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary

WITNESSED:

Rebecca A. Smith

Jeffrey S. Demek
JEFFREY S. DEMEK
PRESIDENT

Chickamy Maintenance and Construction Inc
Principal

Susan L. Smith, Agency

Atlantic Specialty Insurance Company
Surety

**FIRST AMENDMENT TO THE 2022-2023 CAPE SEAL PROGRAM#6-22 (P) AGREEMENT
DATED FEBRUARY 27, 2023 BETWEEN THE CITY OF BIRMINGHAM
AND HIGHWAY MAINTENANCE & CONSTRUCTION CO.**

THIS FIRST AMENDMENT to the 2022-2023 Cape Seal Program #6-22 (P) dated February 27, 2023 by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, having its principal municipal office at 151 Martin Street, Birmingham, MI, 48009 ("City") and **HIGHWAY MAINTENANCE & CONSTRUCTION CO.** ("Contractor") a Michigan Corporation with offices located at PO Box 74411, Romulus, MI 48174 does hereby amend its Agreement as follows:

WHEREAS, the City awarded the original contract to the Contractor at the February 27, 2023 Commission meeting; and

WHEREAS, the 2022-2023 Cape Seal Program #6-22 (P) Agreement was entered into on February 27, 2023, which is attached hereto as Exhibit A; and

WHEREAS, the parties desire to extend the term of the Agreement for one (1) additional year to add the City's 2024 Cape Seal Program #5-24 (P); and

WHEREAS, the Contractor completed the field work of the 2022-2023 Cape Seal Program in January 2024; and

WHEREAS, the 2024 Cape Seal Program #5-24(P) will include the same scope of work as the 2022-2023 Cape Seal Program #6-22(P) Agreement such as the needed road pulverizing; as needed spray patching; as needed cement stabilization; cape seal coating of the streets; and some sidewalk ramp replacements; and

WHEREAS, the Contractor has offered to perform nine (9) items of work at the same pricing per the February 27, 2023 Agreement. They are requiring a price increase of \$1.44 per

square yard for pulverizing and shaping existing road surfaces, and applying a new double-chip seal surface. The requested increase in price for this work is due to a decrease in the quantity of work from the 2022 program, and increase in labor and material costs from December 2022 through today. Two (2) work processes are new this year that were not in the 2022-2023 Cape Seal Program; such as a work unit price for spray patching low areas in existing roads that do not require to be pulverized and shaped, and a work unit price for the double-chip seal surfacing only without pulverizing and shaping; and

WHEREAS, the Engineering Department recommends a change order to the 2022-2023 Cape Seal Program Agreement to add the 2024 Cape Seal Program work as the Contractor was the only bidder for the 2022 Cape Seal Program in December 2022, and the City would have cost savings for the 2024 project by continuing with 2022 pricing, especially due to the current bidding environment. Additionally, the Contractor has the availability in its schedule to start this project this summer; and

WHEREAS, funding for this project has been budgeted with the Local Street Fund ID Number 203.0-449.001-981.0100, with a budget of Three Hundred Sixteen Thousand Dollars (\$316,000.00).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this First Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

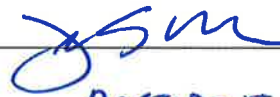
Term. The initial term of this Agreement shall be for a period of one (1) additional year commencing on _____ through _____, 2025. In addition to any other termination rights granted herein, either party may terminate this Agreement at any time without cause or penalty by giving at least thirty (30) days prior written notice of termination.

The parties shall agree to the 2024 Cape Seal Program #5-24 (P) in an amount not to exceed Three Hundred Sixteen Thousand Dollars (\$316,000.00).

All other provisions of the 2022-2023 Cape seal Program #6-24 (P) dated February 27, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Amendment to be executed on this 20th day of May, 2024.

HIGHWAY MAINTENANCE & CONSTRUCTION CO.

By: 
Its: PRESIDENT

STATE OF Michigan
) ss:
COUNTY OF Wayne

On this 20 day of May, 2024, before me personally appeared _____ who acknowledged that with authority on behalf of **HIGHWAY MAINTENANCE & CONSTRUCTION Co.** to do so he/she signed this Agreement.


Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: 07.17.29

CITY OF BIRMINGHAM

By: _____
Elaine McLain, Mayor

Date: _____

By: _____
Alexandria D. Bingham, Clerk

Date: _____

Approved:



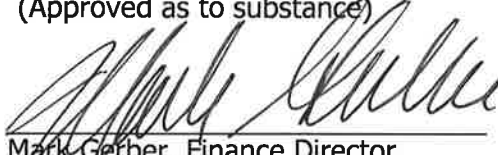
Jana L. Ecker, City Manager
(Approved as to substance)



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



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



Mark Gerber, Finance Director
(Approved as to Financial Obligation)



MEMORANDUM

Engineering Department

DATE: May 28, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: 2024 Asphalt Resurfacing Program Project
Contract #2-24 (P) Contract Award

INTRODUCTION:

The Engineering Department opened bids for the 2024 Asphalt Resurfacing Program Project Contract #2-24 (P) on April 18, 2024. Three (3) bids were received for consideration, and the Engineering Department is recommending awarding this contract to Best Asphalt, Inc.

BACKGROUND:

The 2024 Asphalt Resurfacing Program Project includes multiple street sections that will receive pavement resurfacing and preventative maintenance measures to extend the asphalt pavement life cycle. The streets that will receive resurfacing are: Ann Street - Landon to north of Frank, Birmingham Blvd. - 14 Mile Road to Northlawn, Chester Street – Martin to Maple, Henrietta Street – Frank to Brown. The following streets will receive crack sealing: Purdy Street, Landon Street, Stanley Blvd., Westboro, Ashford Lane, Hidden Ravine Street, Hidden Ravine Drive, Hidden Ravine Trail, Coolidge Hwy, and Maple Road. This program also includes trench pavement patching throughout the City and pavement resurfacing at Barnum Park Parking Lot which is located off George Street.

Bids were opened on April 18, 2024, with three (3) bids being received as listed in the attached summary. The low bidder was Best Asphalt, Inc. with a bid of \$843,583.50. Best Asphalt Inc.'s bid exceeds the Engineer's Estimate for trench pavement patching and Barnum Park Parking Lot.

Best Asphalt has not previously worked in the City, but has completed similar projects in other communities. The Engineering Department did contact the references provided and they were favorable of Best Asphalt completing the work for the City. Based on these references we are confident that they are fully qualified to perform the type of work included in the 2024 Asphalt Resurfacing Program Project.

As required for all of the City's construction projects, Best Asphalt has submitted a 5% bid security with their bid which will be forfeited if they do not provide signed contracts, bonds, and insurance required following the award by the City Commission.

LEGAL REVIEW:

The City's standard RFP and contract language was used for bidding this project which the City Attorney has reviewed and approved. No legal issues exist nor objections by the City Attorney.

FISCAL IMPACT:

The project is budgeted for in the 2023/2024 budget across the Major Street Fund, Local Street Fund, and the Park and Rec Fund. The total construction cost of the project is estimated to be \$918,041.85 which includes Best Asphalt's bid in the amount of \$834,583.50 and a 10% construction contingency. 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	\$205,967.11	\$20,596.71	\$226,563.82
Local Street Fund	203.0-449.001-981.0100	\$565,878.89	\$56,587.89	\$622,466.78
General Fund - Parks	101.0-751.000-811.0000	\$62,737.50	\$6,273.75	\$69,011.25
Total Construction Costs		\$834,583.50	\$83,458.35	\$918,041.85

A budget amendment is required to the 2023/2024 fiscal year budget for Major Street Fund, Local Street Fund, and General Fund to accommodate this request.

SUSTAINABILITY:

Preventative maintenance on a roadway is sustainable in energy and cost because it prolongs the use of the roadway before reconstruction is required.

PUBLIC COMMUNICATIONS:

Communication with the residents in the project area will include the project announcement, project start date, and regular updates. Residents will be encouraged to sign up for the City's Constant Contact to receive additional information during the project.

SUMMARY:

The Engineering Department recommends the 2024 Asphalt Resurfacing Program Project #2-24 (P) be awarded to Best Asphalt, Inc.

ATTACHMENTS:

- Project Area Map
- Bid Summary
- Contract

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to award the 2024 Asphalt Resurfacing Program Project #2-24 (P) to Best Asphalt, Inc. in the amount of \$834,583.50 and a 10% construction contingency for a total of \$918,041.85. In addition, authorize the Mayor and the City Clerk to sign the agreement on behalf of the City after the review of Best Asphalt, Inc. insurance and bond,

contingent upon execution of the agreement and meeting all insurance and bonding requirements. Funding for this project has been budgeted in the following accounts:

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Major Street Fund	202.0-449.001-981.0100	\$205,967.11	\$20,596.71	\$226,563.82
Local Street Fund	203.0-449.001-981.0100	\$565,878.89	\$56,587.89	\$622,466.78
General Fund - Parks	101.0-751.000-811.0000	\$62,737.50	\$6,273.75	\$69,011.25
Total Construction Costs		\$834,583.50	\$83,458.35	\$918,041.85

And to approve the appropriation and amendment of the 2023-2024 fiscal year budget as follows:

Major Street Fund:

Revenues:			
202.0-000.000-400.0000	Draw from Fund Balance		<u>\$32,570</u>
Total Revenue			<u>\$32,570</u>
Expenditures:			
202.0-449.001-981.0100	Public Works - Public Improvement		<u>\$32,570</u>
Total Expenses			<u>\$32,570</u>

Local Street Fund:

Revenues:			
203.0-000.000-400.0000	Draw from Fund Balance		<u>\$89,470</u>
Total Revenue			<u>\$89,470</u>
Expenditures:			
203.0-449.001-981.0100	Public Works - Public Improvement		<u>\$89,470</u>
Total Expenses			<u>\$89,470</u>

General Fund:

Revenues:			
101.0-000.000-400.0000	Draw from Fund Balance		<u>\$19,020</u>
Total Revenue			<u>\$19,020</u>
Expenditures:			
101.0-751.000-811.0000	Parks – Other Contracted Services		<u>\$19,020</u>
Total Expenses			<u>\$19,020</u>



2024 Resurfacing Program 2-24(P)

Legend

- 1.5" Mill and Resurface
- Overband Crack Seal
- Barnum Park 1" Mill and Resurface
- Sidewalk Program Districts

N



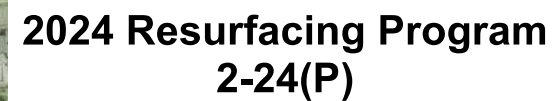
0 1,400 2,800 5,600
Feet

1 inch = 1,496 feet

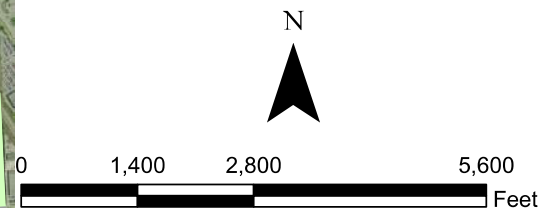
Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham



- Trench Repair Locations



1 inch = 1,496 feet

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Data Sources: Oakland County GIS Utility, City of Birmingham

Best Asphalt, Inc
6334 Beverly Plaza
Romulus, MI 48174

Hutch Paving
3000 E. Ten Mile Rd
Warren, MI 48091

Asphalt Specialists, Inc (ASI)
1780 E. Highwood
Pontiac, MI 48340

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
DIVISION 1 - RESURFACING PAY ITEMS								
1. Cold Milling Asphalt, 1.5"	13,432	SY	\$ 2.75	\$ 36,938.00	\$ 3.27	\$ 43,922.64	\$ 3.60	\$ 48,355.20
2. HMA Surface, Rem	1,343	SY	\$ 12.00	\$ 16,116.00	\$ 10.38	\$ 13,940.34	\$ 18.00	\$ 24,174.00
3. Subgrade Undercutting, Special	300	CY	\$ 105.00	\$ 31,500.00	\$ 85.00	\$ 25,500.00	\$ 86.00	\$ 25,800.00
4. Aggregate Base Course, 21AA, Special	525	TON	\$ 42.00	\$ 22,050.00	\$ 73.33	\$ 38,498.25	\$ 35.00	\$ 18,375.00
5. Hand Patching	295	TON	\$ 250.00	\$ 73,750.00	\$ 300.00	\$ 88,500.00	\$ 210.00	\$ 61,950.00
6. Bituminous Mixture No. 5EML, Top Course, 1.5"	1,220	TON	\$ 137.00	\$ 167,140.00	\$ 160.60	\$ 195,932.00	\$ 190.00	\$ 231,800.00
7. Butt Joint, 24"	358	LF	\$ 15.00	\$ 5,370.00	\$ 2.50	\$ 895.00	\$ 13.00	\$ 4,654.00
8. Remove & Replace 18" Wide Concrete Curb and Gutter (As-Needed)	75	LF	\$ 95.00	\$ 7,125.00	\$ 100.00	\$ 7,500.00	\$ 72.00	\$ 5,400.00
9. Concrete Ramp, Remove	487	SF	\$ 5.00	\$ 2,435.00	\$ 3.25	\$ 1,582.75	\$ 4.00	\$ 1,948.00
10. Ramp, Concrete, 6 inch	487	SF	\$ 14.00	\$ 6,818.00	\$ 15.28	\$ 7,441.36	\$ 11.00	\$ 5,357.00
11. Concrete Sidewalk , Remove	1,325	SF	\$ 7.00	\$ 9,275.00	\$ 2.40	\$ 3,180.00	\$ 3.00	\$ 3,975.00
12. Sidewalk, Concrete, 4 inch	1,325	SF	\$ 9.00	\$ 11,925.00	\$ 8.25	\$ 10,931.25	\$ 10.00	\$ 13,250.00
13. Detectable Warning Surface, Modified	91	LF	\$ 125.00	\$ 11,375.00	\$ 73.30	\$ 6,670.30	\$ 143.00	\$ 13,013.00
14. Waterborne Pavement Marking 24" Stop Bar, White	39	FT	\$ 10.00	\$ 390.00	\$ 11.00	\$ 429.00	\$ 13.00	\$ 507.00
15. Waterborne Pavement Marking 24" Cross	35	FT	\$ 10.00	\$ 350.00	\$ 11.00	\$ 385.00	\$ 13.00	\$ 455.00
16. Waterborne Pavement Marking 4", White	381	FT	\$ 1.50	\$ 571.50	\$ 2.05	\$ 781.05	\$ 2.50	\$ 952.50
17. Waterborne Pavement Marking 4", Blue	54	FT	\$ 1.50	\$ 81.00	\$ 2.36	\$ 127.44	\$ 3.00	\$ 162.00
18. Waterborne Pavement Marking 4", Yellow	302	FT	\$ 1.50	\$ 453.00	\$ 1.32	\$ 398.64	\$ 1.50	\$ 453.00
19. Erosion Control, Inlet Protection Fabric Drop	32	EA	\$ 85.00	\$ 2,720.00	\$ 105.00	\$ 3,360.00	\$ 250.00	\$ 8,000.00
20. Turf Establishment	100	SY	\$ 20.00	\$ 2,000.00	\$ 10.00	\$ 1,000.00	\$ 65.00	\$ 6,500.00
SUBTOTAL DIVISION 1 - RESURFACING				\$ 408,382.50	\$ 450,975.02		\$ 475,080.70	
DIVISION 2 - CRACK SEALING PAY ITEMS								
21. Crack Sealing	3.90	RB Mile	\$ 6,500.00	\$ 25,350.00	\$ 7,500.00	\$ 29,250.00	\$ 8,100.00	\$ 31,590.00
SUBTOTAL DIVISION 2 - CRACK SEALING				\$ 25,350.00	\$ 29,250.00		\$ 31,590.00	
DIVISION 3 - TRENCH REPAIRS								
22. HMA Surface Removal	1,673	SY	\$ 20.00	\$ 33,460.00	\$ 55.43	\$ 92,734.39	\$ 125.00	\$ 209,125.00
23. Sidewalk, Remove	232	SF	\$ 7.00	\$ 1,624.00	\$ 2.00	\$ 464.00	\$ 23.00	\$ 5,336.00
24. Sidewalk, Concrete, 4 inch	232	SF	\$ 9.00	\$ 2,088.00	\$ 9.00	\$ 2,088.00	\$ 10.00	\$ 2,320.00

Best Asphalt, Inc					Hutch Paving			Asphalt Specialists, Inc (ASI)		
6334 Beverly Plaza					3000 E. Ten Mile Rd			1780 E. Highwood		
Romulus, MI 48174					Warren, MI 48091			Pontiac, MI 48340		
Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost		
25. Agg Base, 21AA LS, 4 inch, Maximum 8"	1,673	SY	\$ 10.50	\$ 17,566.50	\$ 14.00	\$ 23,422.00	\$ 15.00	\$ 25,095.00		
26. Curb and Gutter, Remove	175	FT	\$ 20.00	\$ 3,500.00	\$ 20.00	\$ 3,500.00	\$ 30.00	\$ 5,250.00		
27. Curb and Gutter, Concrete, Match Existing	175	FT	\$ 75.00	\$ 13,125.00	\$ 55.00	\$ 9,625.00	\$ 40.00	\$ 7,000.00		
28. HMA Hand Patching 5EML	405	TON	\$ 450.00	\$ 182,250.00	\$ 305.00	\$ 123,525.00	\$ 640.00	\$ 259,200.00		
29. Turf Establishment - Trench Repairs	30	SY	\$ 50.00	\$ 1,500.00	\$ 15.00	\$ 450.00	\$ 390.00	\$ 11,700.00		
SUBTOTAL DIVISION 3 - TRENCH REPAIRS				\$ 255,113.50	\$ 255,808.39		\$ 525,026.00			
DIVISION 4 - BARNUM PARKING LOT PAY										
30. Cold Milling Asphalt, 1"	1,670	SY	\$ 11.00	\$ 18,370.00	\$ 5.09	\$ 8,500.30	\$ 4.00	\$ 6,680.00		
31. HMA Surface, Rem	170	SY	\$ 25.00	\$ 4,250.00	\$ 31.77	\$ 5,400.90	\$ 13.00	\$ 2,210.00		
32. Subgrade Undercutting, Special	40	CY	\$ 105.00	\$ 4,200.00	\$ 85.00	\$ 3,400.00	\$ 86.00	\$ 3,440.00		
33. Aggregate Base Course, 21AA, Special	70	CY	\$ 75.00	\$ 5,250.00	\$ 35.00	\$ 2,450.00	\$ 35.00	\$ 2,450.00		
34. Hand Patching	15	TON	\$ 450.00	\$ 6,750.00	\$ 350.00	\$ 5,250.00	\$ 230.00	\$ 3,450.00		
35. 5EML, HMA, 1"	105	TON	\$ 195.00	\$ 20,475.00	\$ 215.00	\$ 22,575.00	\$ 225.00	\$ 23,625.00		
36. Concrete Wheel Stops - As Needed	10	EA	\$ 105.00	\$ 1,050.00	\$ 105.00	\$ 1,050.00	\$ 130.00	\$ 1,300.00		
37. Waterborne Pavement Marking 4", White	620	FT	\$ 1.50	\$ 930.00	\$ 3.05	\$ 1,891.00	\$ 3.00	\$ 1,860.00		
38. Waterborne Pavement Marking 4", Blue	135	FT	\$ 1.50	\$ 202.50	\$ 3.10	\$ 418.50	\$ 3.00	\$ 405.00		
39. Erosion Control, Inlet Protection Fabric Drop	2	EA	\$ 105.00	\$ 210.00	\$ 100.00	\$ 200.00	\$ 250.00	\$ 500.00		
40. Erosion Control, Silt Fence	210	FT	\$ 5.00	\$ 1,050.00	\$ 1.65	\$ 346.50	\$ 3.00	\$ 630.00		
SUBTOTAL DIVISION 4 - BARNUM PARKING LOT PAY ITEMS				\$ 62,737.50 *	\$ 51,482.20		\$ 46,550.00			
DIVISION 5 - GENERAL PAY ITEMS										
41. Mobilization, Maximum	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		
42. Traffic Maintenance & Control (Maximum 10% of Total Bid)	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 74,000.00	\$ 74,000.00		
43. Inspector Crew Days	\$400.00	DAYS	45	\$ 18,000.00	25	\$ 10,000.00	70	\$ 28,000.00		
SUBTOTAL DIVISION 5 - GENERAL PAY ITEMS				\$ 83,000.00	\$ 70,000.00		\$ 117,000.00 *			
BID TOTAL				\$ 834,583.50 *	\$ 857,515.61		\$ 1,195,246.70			

Corrected By Engineer*

2024 ASPHALT RESURFACING PROGRAM
CONTRACT #2-24(P)



CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT

Contractor's Name: _____

2024 ASPHALT RESURFACING PROGRAM
CONTRACT #2-24(P)
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Appendices:

A:	Map of Work Areas Division 1, Division 2, and Division 4 _____	1 Page
B:	Map of Work Areas and List Division 3 _____	4 Pages
C:	Division 1 Plans	

	Ann St. Plan _____	4 Pages
	Birmingham Blvd. Plan _____	4 Pages
	Chester St. Plan _____	1 Page
	Henrietta St. Plan _____	1 Page
D.	Division 4 Plans - Barnum Park Parking Lot _____	1 Page
E.	MDOT Sidewalk and Ramp Detectable Warning Detail _____	7 Pages

2024 ASPHALT RESURFACING PROGRAM - CONTRACT # 2-24(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 **at 5:00 pm April 12, 2024**. 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 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: Best Asphalt Inc.

Address: 6334 Beverly Plaza

Romulus, MI 48174

Telephone: 734-729 9440

Fax: _____

Email: _____

bradh@bestasphaltinc.com

Website: www.bestasphaltinc.com

Number of Years Operating Under Your Present Name: 58

General Nature of Work Performed: _____

Excavation, Storm structures, Grading, Aggregate placement and Asphalt paving

Number of construction crews **employed by your company** relating to the type of work under this contract: 2-5

Number of construction personnel that constitutes a crew (foreman, pipe layers, excavator, and loader operators, etc.): 4-15

Number of construction crews the company **will place on site full-time** in order to complete this project, in its entirety, within the designated time frame: 2

The undersigned states that he/she has performed sewer and/or paving work similar in character and condition to that described in the Proposal. List three (3) projects that have been completed over the last three (3) years, including all work performed for the City of Birmingham. The contract amount must be, at minimum, within 50% of the engineer's estimate, except for work that was performed for the City of Birmingham. References provided below the 50% minimum will not be accepted.

PLEASE SEE ATTACHED

CITY OF BIRMINGHAM
CONTRACT # 2-24(P)

SWORN STATEMENT OF QUALIFICATIONS
95-2

REFERENCE PROJECT #1:

Project Name: _____

Owner: _____

Contact Person: _____ Telephone No.: _____

Contract Amount: \$ _____

Final Contract Price: \$ _____

Date Completed: _____

Description of Work Performed:

REFERENCE PROJECT#2:

Project Name: _____

Owner: _____

Contact Person: _____ Telephone No.: _____

Contract Amount: \$ _____

Final Contract Price: \$ _____

Date Completed: _____

Description of Work Performed:

PLEASE SEE ATTACHED

CITY OF BIRMINGHAM
CONTRACT # 2-24(P)

SWORN STATEMENT OF QUALIFICATIONS
95-3

REFERENCE PROJECT #3:

Project Name: _____

Owner: _____

Contact Person: _____ Telephone No.: _____

Contract Amount: \$ _____

Final Contract Price: \$ _____

Date Completed: _____

Description of Work Performed:

List major work presently under contract:

PLEASE SEE ATTACHED

<u>Name of Project</u>	<u>Percent Complete</u>	<u>Owner</u>	<u>Engineer</u>	<u>Contract Amount</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>

CONTRACTOR QUESTIONNAIRE:

Have you, at any time, failed to complete a contract?

___ Yes ☒ No

Are there any judgements, claims or suits pending by or outstanding against you?

___ Yes ☒ 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 12th day of April 2024, 2019.

By: Best Asphalt Inc.

Signature and Title:

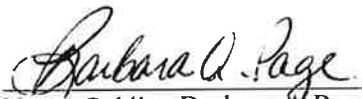


Written Name: Bradley D Hanson, Project Manager

Address: 6334 Beverly Plaza, Romulus, MI 48174

STATE OF MICHIGAN)
) SS
County of Wayne)

Subscribed and Sworn to before me, a Notary Public, in and for Wayne County, Michigan,
on this 12th day of April 2024, 2019.



Notary Public Barbara A Page

In and for the County of Wayne, _____.

My commission Expires: 1/2/30

INSTRUCTIONS

Complete all requested information on this form and submit it to the City of Birmingham at the information shown below **by close of business at 5:00 pm April 12, 2024.**

Fax: (248) 530-1839

Email: mcoatta@bhamgov.org

Receipt of the form may be confirmed by calling (248) 530-1839.

Copies of this Sworn Statement form will be sent by facsimile or email to prospective bidders upon request.

END OF SECTION

PROPOSAL
2024 ASPHALT RESURFACING PROGRAM
CONTRACT # 2-24 (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
_____	NA
_____	_____
_____	_____

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 **2024 Asphalt Resurfacing Program, Contract #2- 24(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. **Bidder must write out in words the unit price of each item on the line provided under each pay item.**

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 1: RESURFACING PAY ITEMS					
1.	Cold Milling Asphalt, 1.5" @ <u>Two dollars and seventy five cents</u>	13,432	SY	\$2.75	\$36,938.00
2.	HMA Surface, Rem @ <u>Twelve dollars</u>	1,343	SY	\$12.00	\$16,116.00
3.	Subgrade Undercutting, Special @ <u>One hundred five dollars</u>	300	CY	\$105.00	\$31,500.00
4.	Aggregate Base Course, 21AA, Special @ <u>Forty two dollars</u>	525	TON	\$42.00	\$22,050.00
5.	Hand Patching @ <u>Two hundred fifty dollars</u>	295	TON	\$250.00	\$73,750.00

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
6.	Bituminous Mixture No. 5EML, Top Course, 1.5" @ <u>One hundred thirty seven dollars</u>	1,220	TON	\$137.00	\$167,140.00
7.	Butt Joint, 24" @ <u>Fifteen dollars</u>	358	LF	\$15.00	\$5,370.00
8.	Remove & Replace 18" Wide Concrete Curb and Gutter (As-Needed) @ <u>Ninety five dollars</u>	75	LF	\$95.00	\$7,125.00
9.	Concrete Ramp, Remove @ <u>Five dollars</u>	487	SF	\$5.00	\$2,435.00
10.	Ramp, Concrete, 6 inch @ <u>Fourteen dollars</u>	487	SF	\$14.00	\$6,818.00
11.	Concrete Sidewalk, Remove @ <u>Seven dollars</u>	1325	SF	\$7.00	\$9,275.00
12.	Sidewalk, Concrete, 4 inch @ <u>Nine dollars</u>	1325	SF	\$9.00	\$11,925.00
13.	Detectable Warning Surface, Modified @ <u>One hundred twenty five dollars</u>	91	LF	\$125.00	\$11,375.00
14.	Waterborne Pavement Marking 24" Stop Bar, White @ <u>Ten dollars</u>	39	FT	\$10.00	\$390.00
15.	Waterborne Pavement Marking 24" Cross hatching, White @ <u>Ten dollars</u>	35	FT	\$10.00	\$350.00
16.	Waterborne Pavement Marking 4", White @ <u>One dollar fifty cents</u>	381	FT	\$1.50	\$571.50

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
17.	Waterborne Pavement Marking 4", Blue @ <u>One dollar fifty cents</u>	54	FT	\$1.50	\$81.00
18.	Waterborne Pavement Marking 4", Yellow @ <u>One dollar fifty cents</u>	302	FT	\$1.50	\$453.00
19.	Erosion Control Inlet Protection Fabric Drop @ <u>Eighty five dollars</u>	32	EA	\$85.00	\$2,720.00
20.	Turf Establishment @ <u>Twenty dollars</u>	100	SY	\$20.00	\$2,000.00
SUBTOTAL DIVISION 1: PAVING ITEMS					\$409,382.50

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 2: CRACK SEALING PAY ITEMS					
21.	Crack Sealing @ <u>Six thousand five hundred dollars</u>	3.90	RB Mile	\$6,500.00	\$25,350.00
SUBTOTAL DIVISION 2: CRACK SEALING PAY ITEMS					\$25,350.00

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 3: TRENCH REPAIRS					
22.	HMA Surface Removal @ <u>Twenty dollars</u>	1673	SY	\$20.00	\$33,460.00
23.	Sidewalk Remove @ <u>Seven dollars</u>	232	SF	\$7.00	\$1,624.00
24.	Sidewalk, Concrete, 4 inch @ <u>Nine dollars</u>	232	SF	\$9.00	\$2,088.00

25.	Agg Base, 21AA LS, 4 inch, Maximum 8" @ Ten dollars fifty cents	1673	SY	\$10.50	\$17,366.50
26.	Curb and Gutter, Remove @ Twenty dollars	175	FT	\$20.00	\$3,500.00
27.	Curb and Gutter, Concrete, Match Existing @ Seventy five dollars	175	FT	\$75.00	\$13,125.00
28.	HMA Hand Patching SEMI @ Four hundred fifty dollars	405	TON	\$450.00	\$182,250.00
29.	Turf Establishment - Trench Repairs @ Fifty dollars	30	SY	\$50.00	\$1,500.00
SUBTOTAL DIVISION 3: TRENCH REPAIRS PAY ITEMS					\$255,113.50

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 4: BARNUM PARKING LOT PAY ITEMS					
30.	Cold Milling Asphalt, 1" @ Eleven dollars	1,670	SY	\$11.00	\$18,370.00
31.	HMA Surface, Rem @ Twenty five dollars	170	SY	\$25.00	\$4,250.00
32.	Subgrade Undercutting, Special @ One hundred five dollars	40	CY	\$105.00	\$4,200.00
33.	Aggregate Base Course, 21AA, Special @ Seventy five dollars	70	TON	\$75.00	\$5,250.00
34.	Hand Patching @ Four hundred fifty dollars	15	TON	\$450.00	\$6,750.00

35.	SEML, HMA, 1" @ <u>One hundred ninety five dollars</u>	105	TON	\$195.00	\$20,475.00
36.	Concrete Wheel Stops - As Needed @ <u>One hundred five dollars</u>	10	EA	\$105.00	\$1,050.00
37.	Waterborne Pavement Marking 4", White @ <u>One dollar fifty cents</u>	620	FT	\$1.50	\$930.00
38.	Waterborne Pavement Marking 4", Blue @ <u>One dollar fifty cents</u>	135	FT	\$1.50	\$202.50
39.	Erosion Control, Inlet Protection Fabric Drop @ <u>One hundred five dollars</u>	2	EA	\$105.00	\$210.00
40.	Erosion Control, Silt Fence @ <u>Five dollars</u>	210	FT	\$5.00	\$1,050.00
SUBTOTAL DIVISION 4: BARNUM PARKING LOT PAY ITEMS					\$42,287.50

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 5: GENERAL PAY ITEMS					
41.	Mobilization, Maximum @ <u>Twenty thousand dollars</u>	1	LS	\$20,000.00	\$20,000.00
42.	Traffic Maintenance & Control (Maximum 10% of Total Bid) @ <u>Forty five thousand dollars</u>	1	LS	\$45,000.00	\$45,000.00
43.	Inspector Crew Days @ <u>Four hundred dollars</u>	45	DAYS	\$400.00	\$18,000.00
SUBTOTAL DIVISION 5: GENERAL PAY ITEMS					\$83,000.00

TOTAL BID \$814,133.50

TOTAL BID (WRITE OUT IN WORDS):

Eight hundred fourteen thousand, one hundred thirty three dollara and fifty cents

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 Best Asphalt Inc.

Street Address 6334 Beverly Plaza

City Romulus County Wayne

State/Zip Code Michigan 48174

Telephone 734-729-9440 Fax _____

Date 4/18/2024

Signed by 

Print Name: Bradley D. Hanson

Title: Project Manager

If a corporation, give state in which incorporated: Michigan

Witnessed: 

Print Name: Barbara A. Page

Name of Superintendent Mike Martin

Supervision & time sequence according to the General Requirements

CITY OF BIRMINGHAM
CONTRACT # 2-24(P)PROPOSAL
100-7

Give below at least three (3) references as to ability to do work proposed.

Name _____ Address _____

Firm _____ Telephone _____

Name _____ Address _____

Firm _____ Telephone _____

Name _____ Address _____

Firm _____ Telephone _____

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: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #2: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #3: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #4: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #5: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

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 Kurk Schweitzer Address 46900 West Road, Novi, MI 48377

Firm GM & SONS, INC. Telephone (248) 956-7939

Type of Work to be Performed: Site Concrete

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

END OF SECTION

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/07/14, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 2140482 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
T. J. GRIFFIN, T. L. YOUNG, WILLIAM A. PIRHET, STEVEN K. BRANDON, JOHN L. BUDDE, SUSAN L. SMALL, TERENCE J. GRIFFIN, JOINTLY OR SEVERALLY

of FARMINGTON HILLS and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of MAY A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss:

On this 07th day of MAY A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18th day of April A.D., 2024.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

BPOAC2 (combined) (05-02)

WESTFIELD INSURANCE COMPANY

Westfield Center, Ohio 44251-5001

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Best Asphalt Inc
6334 N Beverly Plaza, Romulus, MI 48174

as Principal, hereinafter called the Principal, and Westfield Insurance Company, Westfield Center,
Ohio 44251

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Birmingham
151 Martin Street, Birmingham, MI 48009

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Accompanying Bid -----
Dollars (5%).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2024 Asphalt Resurfacing Program #2-24 (P)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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.

Signed and sealed this 18th day of April, 2024

Best Asphalt Inc

(Principal) (Seal)

By: 

Bradley D Hanson, Project Manager (Title)

Westfield Insurance Company

(Surety) (Seal)



(Title)
Susan L Small, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the Westfield Insurance Company. The language in this
document conforms exactly to the language used in AIA Document A310, February 1970 edition.

BD5084 W (11/97)

2024 ASPHALT RESURFACING PROGRAM- # 2-24(S)

CONTRACT

THIS AGREEMENT made the _____ day of _____, 2024, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "City", and Best Asphalt Inc., County of Wayne, State of Michigan, hereinafter called the "Contractor", relative to Contract No. 2-24(S), otherwise known as: 2024 ASPHALT RESURFACING PROGRAM in the amount of \$ 834,583.50 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. In the event that 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 of the work to be performed by the Contractor shall be completed on or before the Time of Completion, as set forth in the Supplemental Instructions to Bidders. The Contractor shall pay to the City as liquidated damages, the amount per day as set forth under Liquidated Damages in the Supplemental Instructions to Bidders, for each calendar day after the date specified under Time of Completion that the work to be performed by the Contractor is not completed. Liquidated damages are established because of the difficulty in ascertaining actual damages which the City might sustain, and are not intended as a penalty.

4. The City promises and agrees to pay said Contractor for all labor, materials and appliances supplied, and for all work performed under this agreement at the unit prices provided in the attached Proposals and Specifications.

5. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attest _____
City Clerk

By: _____
Mayor

Witnessed _____

Date: _____

By: _____
Contractor Brad Hansen
Best Asphalt, Inc

APPROVAL (1.135 City Code)

City Manager as to Substance

City Attorney as to Form

Director of Finance as to Financial Obligation

City Engineer

SECTION 115
IRAN SANCTIONS ACT CERTIFICATION FORM

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

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

Bradley D. Hanson
PREPARED BY
(Print Name)

4/18/2024
DATE

Project Manager
TITLE

DATE


AUTHORIZED SIGNATURE

bradh@bestasphaltinc.com
E-MAIL ADDRESS

Best Asphalt Inc.
COMPANY

6334 Beverly Plaza, Romulus, MI 48174
ADDRESS

734-729-9440
PHONE

Best Asphalt Inc.
NAME OF PARENT COMPANY

6334 Beverly Plaza, Romulus, MI 48174
ADDRESS

734-729-9440
PHONE

38-1846864
TAXPAYER I.D.#

STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: Best Asphalt Inc.

Address: 6334 Beverly Plaza Phone: 734-729 9440

Romulus, MI 48174

Number of years operating under your present name: 57

Bonding Capacity: \$6,000,000

Bonding Company: \$15,000,000 Phone: 248.471.0970

Prequalified by MDOT to bid on projects of this magnitude and type of work

We have successfully completed contracts with:

Washtenaw County, Madison Heights, Livonia, Farmington Hills and several others.

(circle one) YES ☒ NO Prequalification Number: _____

General nature of work performed by your company: _____

Excavation, removals, storm water installation, aggregate construction and Asphalt paving.

Background and experience of the principal members of your organization including officers:

Charly Stefanko, President and Owner with 57 years experience managing of a Asphalt paving business.

Phil Nichols, Vice President with 28 years experience in Construction management.

Brad Hanson, Project Manager with 42 years in estimating and project administration.

Major equipment available for this contract: _____

3 - Asphalt pavers, Multiple rollers, Excavators, Backhoes, Dozers and Graders.

Will furnish detailed list if read low.

CURRENT PROJECTS: 2023

	Project	Project	Project
Name:	CNG Fueling Project - Woudhaven, MI	GLWA Avon Road Reconstruction	Wayne-Westland Community Schools BP#8
Owner:	Bergman KPRS - Amazon	Kiewit - GLWA	McCarthy Smith
Contact Person:	Mat Cunningham	Angelina Jones	Sam Gottlieb
Phone:	714-365-4472	443-771-5696	(248) 914-7868
Contract Amount:	\$782,085.00	\$729,000.00	\$914,500.00
Completion Date:	11/15/2023	10/31/2023	8/20/2023
% Complete:	100%	100%	100%

COMPLETED PROJECTS: 2022

	Project	Project	Project
Name:	City of Farmington 2022 Road Rehabilitation	DTE - Blue Water	Lake St. Clair Metropark Entrance Road
Owner:	City of Farmington	Kiewit - DTE	Huron Clinton Metropark
Contact Person:	Mike McNutt		Andrew Caulk
Phone:	313-516-4735		810-623-3555
Contract Amount:	\$953,316.00	\$625,997.50	\$1,379,309.00
Date Completed:	11/1/2022	10/15/2022	4/30/2023

Additional information that may be pertinent to demonstrate your ability to complete this project.

Has your company defaulted on a contract? No

If yes, where and
why? _____

I hereby certify that the above answers are correct and true.

By: Bradley D Hanson
Name


Signature

Project Manager
Title

**Best Asphalt, Inc.
Reference List
Work completed 2021**

Barton Malow Stephanie Buhagiar 248-763-6232 Best work performed 80%	Gibraltar Schools BP # 6	661,000.00
Clark Construction Andrew Holewinski 248-234-2772 Best work performed 95%	Warren Schools Earthwork & Utilities	752,000.00
McCarthy & Smith Doug Chase 248-427-8400 Best work performed 80%	Trenton Schools Arthurs Middle School	341,000.00
McCarthy & Smith Kevin Ingle 248-921-9363 Best work performed 80%	Plymouth Canton Schools BP 21	163,000.00
McCarthy & Smith Kevin Ingle 248-921-9363 Best work performed 80%	Plymouth Canton Schools BP 19	\$520,000.00
Northville Schools Steve Banchemo 248-231-9879 Best work performed 95%	Northville Schools Winchester / Amerman	\$362,000.00

PERSONS AUTHORIZED TO EXECUTE CONTRACTS

All bidders must sign contracts, unless a power of attorney modifying this is supplied.
In case of a corporation, only those signatures listed below will be accepted.

The following persons are duly authorized to execute contracts and related documents on behalf of:

LEGAL COMPANY NAME (BIDDER)

Best Asphalt Inc.

NOTE: In addition, CORPORATIONS shall complete the Certificate of Secretary listing those persons authorized to execute contracts.

NAME (Printed or typed, must match authorized signature exactly)	AUTHORIZED SIGNATURE	DATE
Charly Stefank		2/29/2024
Bradley D Hanson		2/29/2024
Barbara A Page		2/29/2024
Mike Martin		2/29/2024

EQUAL EMPLOYMENT OPPORTUNITY/EQUAL ACCESS PROGRAM

The bidder named below has initiated and intends to continue an equal employment opportunity policy designed to eliminate any discrimination in employment because of religion, race, color, national origin, age, sex, marital status, physical or mental handicap, weight or arrest record.

The bidder named below will not discriminate in providing its programs or services to the public because of race, color, national origin, age, sex, marital status or physical or mental handicap. The bidder will also provide reasonable accommodation to the needs of individuals with disabilities consistent with state and federal law.

LEGAL COMPANY NAME (BIDDER)

Best Asphalt Inc.

CERTIFICATE OF SECRETARY

(Corporations only)

The undersigned, being the duly elected secretary of Best Asphalt Inc., a corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting on February 29, 2024 and that this resolution is in full force and effect

RESOLVED, That the following listed person are hereby authorized to execute, on behalf of Best Asphalt Inc. any and all contracts with the State of Michigan or other governmental entity

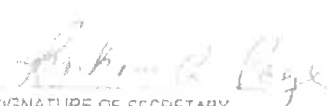
**NOTE: The names typed or printed below must exactly match the names on page 22.
Titles and signatures are not required on this page.**

Charly Stefanko, President

Barbara A Page, Corporate Secretary

Bradley D Hanson, Project Manager

Mike Martin, Superintendent


SIGNATURE OF SECRETARY

Barbara A Page

DATE

2/29/2024



January 22, 2024

To Whom It May Concern:

Re: Best Asphalt, Inc.
6334 N. Beverly Plaza
Romulus, MI 48174

This is to advise that we are the bonding agent for Best Asphalt, Inc. We currently have a line of credit for them with Westfield Insurance Company. The line of credit is for \$6,000,000 single job with a \$15,000,000 aggregate work program. Westfield Insurance Company has been writing bonds for Best Asphalt, Inc. for the past eleven years. Westfield Insurance Company is listed on the U.S. Treasury Department's List of Approved Sureties and is rated "A" by the A.M. Best Company.

We feel Best Asphalt, Inc. is a very competent and well financed contracting firm. They have shown the ability to complete their projects in a timely manner and to the total satisfaction of the owners. They have completed projects for a very distinguished group of clients. We would highly recommend you using Best Asphalt, Inc. on any of your construction projects.

Please feel free to call if you have any questions or if I can be of any further assistance to you regarding Best Asphalt, Inc.

Sincerely,

Frederick A. Ternes

Confidential - For Use Only

EXAMINING OFFICE OF THE ATTORNEY GENERAL, STATE OF MICHIGAN, LANSING, MICHIGAN 48201-1000



121 E Park Square
Owatonna, MN 55060

January 10, 2024

To Whom It May Concern:

This letter is in response to a request made for the experience modification rating for:

BEST ASPHALT, INC.
6334 N BEVERLY PLAZA
ROMULUS, MI 48174-2004

This information has been reported to Federated Mutual Insurance Company by the applicable Worker's Compensation Bureau for the State of Michigan on Worker's Compensation policy #1811067:

<u>Effective</u>	<u>Experience Modification Rate</u>
02/01/2021 to 02/01/2022	.73
02/01/2022 to 02/01/2023	.71
02/01/2023 to 02/01/2024	.64
02/01/2024 to 02/01/2025	.81

If you have questions regarding the information that has been provided, please feel free to contact us.

Sincerely,

Madi Priebe
Client Contact Center
Federated Mutual Insurance Company
Phone: (888)333-4949
Fax: (507)446-4664

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
Best Asphalt Inc.

2 Business name (if different from line 1). If different from line 1, do not leave this line blank.
Best Asphalt Inc.

3 Select one of the following entity types. Check only one of the following boxes.
☐ Individual sole proprietor (single-member LLC)
☒ Corporation
☐ Partnership
☐ Trust
☐ Limited liability company (LLC)
☐ Other (see instructions)

4 If you are a corporation, check the box that describes the type of corporation. Do not check more than one box. If the LLC is classified as a single-member LLC that is disregarded from the federal tax purposes, check the box for the LLC that is disregarded from the federal tax purposes. Otherwise, a single-member LLC that is disregarded from the federal tax purposes should check the appropriate box for the tax class that it is in.
☐ S corporation
☐ C corporation
☐ Limited liability company (LLC) that is disregarded from the federal tax purposes
☐ Limited liability company (LLC) that is not disregarded from the federal tax purposes

5 Address (number, street, and city, state, and ZIP code). See instructions.
6334 Beverly Plaza
Romulus MI 48174

6 City, state, and ZIP code.
Romulus MI 48174

7 List account number(s) here (optional).

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Member To Give the Requestor* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--

OR

Employer identification number

3	8	-	1	8	4	6	8	6	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be provided to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must check item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contribution to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Paul J. Adams* Date **1/10/24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN) to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (broker or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (mortgage interest), 1098-E (student loan interest), 1098-F (fuel)
 - Form 1098-C (car dealer's cost)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (not living as a resident alien) to provide your correct TIN.

If you do not fill out Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What's backup withholding*, later.

PERFORMANCE BOND

Bond No. 387819P

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned
Best Asphalt Inc, 6334 N Beverly Plaza, Romulus, MI 48174

as Principal, and **Westfield Insurance Company, One Park Circle, Westfield Center, OH 48009**
as Sureties, are hereby held and firmly bound unto the **CITY OF BIRMINGHAM,**
Eight Hundred Thirty Four Thousand Five Hundred
MICHIGAN in the sum of **Eighty Three and 50/100** Dollars
(\$ **834,583.50**), 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 **24th** day of **May**, **2024**.

WHEREAS, the above bounded Principal has entered into a certain written
contract with the above named City of Birmingham, Michigan dated _____ day of
_____, 20____ for the construction of **2024 Asphalt Resurfacing Program**

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:

Barbara A. Page

Best Asphalt Inc

[Signature]

Bradley D. Hanson, Project Manager
Principal

Westfield Insurance Company

[Signature]

Susan L Small, Attorney-in-Fact

2024 ASPHALT RESURFACING PROGRAM - #2-24(P)

PAYMENT BOND

Bond No. 387819P

KNOW ALL MEN BY THESE PRESENTS, that we Best Asphalt Inc
_____ of the 6334 N Beverly Plaza, Romulus, MI 48174
hereinafter called the "Principal" and Westfield Insurance Company, One Park Circle,
Westfield Center, OH 44251 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
Eight Hundred Thirty Four Thousand Five Hundred Eighty Three and 50/100 Dollars
(\$ 834,583.50), 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 24th day of May, A.D., 2024.

WHEREAS, the above named Principal has entered into a Contract with the
CITY OF BIRMINGHAM, MICHIGAN dated the _____ day of _____,
A.D., 20____, wherein said principal has covenanted and agreed as follows, to wit:

To furnish all the labor and materials 2024 Asphalt Resurfacing Program

and,

WHEREAS, this Bond is given in compliance with and subject to the provisions
of Act No. 123 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:

Barbara A. Page

Best Asphalt Inc

Bradley D. Hanson, Project Manager
Principal

Westfield Insurance Company

Susan L Small, Attorney-in-Fact
Surety

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

T. J. GRIFFIN, T. L. YOUNG, WILLIAM A. PIRRET, STEVEN K. BRANDON, JOHN L. BUDDE, SUSAN L. SMALL, TERENCE J. GRIFFIN, JOINTLY OR SEVERALLY

of FARMINGTON HILLS and State of MI its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-In-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of MAY A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 07th day of MAY A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 24th day of May A.D., 2024



Frank A. Carrino, 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 Contract Name: **2024 ASPHALT RESURFACING PROGRAM** and # **2-24 (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 _____ he/she (it) was awarded a contract by
Date

The City of Birmingham hereafter called the Owner to _____, in
accordance with the terms and conditions of Contract No. **2-24 (P)**, Contract Name **2024
ASPHALT RESURFACING PROGRAM**; 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
_____, 20__.

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 _____, 20__.

_____, 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:

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 _____
20____

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: **2024 RESURFACING PROGRAM #2-24(P)**

The following changed conditions is recognized by the City of Birmingham for the above referenced Contract. In order to insure 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

ADVERTISEMENT

**CITY OF BIRMINGHAM, MICHIGAN
2024 ASPHALT RESURFACING PROGRAM
CONTRACT # 2-24(P)**

Sealed proposals endorsed "2024 Asphalt Resurfacing Program - Contract # 2-24(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 April 18, 2024**. 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.

This project includes various asphalt resurfacing and maintenance measures installed over existing asphalt pavements to extend the pavement service life, along with localized pavement repairs.

Major work items include: approximately 15,100 square yards of pavement milling, 1,395 tons of 5EML HMA, 2.26 roadbed miles of crack sealing on local streets, plus other work such as concrete curb and sidewalk replacement 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 **Tuesday, April 2, 2024**.

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

SECTION 301
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.01 TIME OF COMPLETION

- A. The Contractor shall have all of the work on the project substantially completed by September 27, 2024. Substantial completion shall be defined as all pavement repairs and resurfacing completed, all crack sealing, all permanent pavement markings being placed on the overlaid streets, and streets re-opened to traffic.
- B. If there are issues with plantings or vegetation establishment the Contractor may address these final issues in Fall of 2024. All vegetation establishment must be completed by October 27, 2024.
- C. If it becomes necessary for the Contractor's personnel to work overtime in order to complete said work within the above noted time limitations, the Contractor shall perform such overtime work at no additional cost to the Owner.

1.02 LIQUIDATED DAMAGES

- A. The contractor shall pay to the City of Birmingham as liquidated damages, the sum of **six hundred dollars (\$600) per day** for each calendar day after the time period specified under "Time of Completion" that the work to be performed by the contractor is not completed. Liquidated damages in this amount shall also apply for each day that the project is not substantially complete beyond the date 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. 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 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.

1.03 BUDGET CONSIDERATIONS

- A. If the total bid of the lowest qualified contractor is over the budget that the City has prepared for this project, the City may consider removing one or more streets from the work of this project prior to awarding the Contract. The work items on this project may be deleted or reduced in quantity by the City without penalty. By submitting a bid on this project, the Contractor acknowledges that the City may delete, or reduce the quantity of the work items listed in the proposal, without penalty.

1.04 SCHEDULE SUBMITTAL

- A. The Contractor shall submit their preliminary construction schedule within 21 days of the award of this Contract, along with the signed contract, and required bonds and insurance certificates.

1.05 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 Coatta, P.E.
City of Birmingham Engineering Department
P.O. Box 3001
Birmingham, MI 48012

Phone: 248-530-1840

Fax: 248-530-1290

Email: mcoatta@bhamgov.org

- B. Replies will be issued by Addenda mailed or delivered to all parties recorded by as having received Contract Documents for Bidding. Questions received less than 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 Bid, shall become part of Contract Documents, and shall be acknowledged on Bid Form.

1.06 HOURS OF WORK

- A. Typically, work of this nature is allowed six days a week, from 7 AM to 7 PM, Monday through Saturday, excluding major holidays, such as July 4th, Labor Day, etc.

1.07 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.

1.08 WORK AREA

- A. The Contractor shall be alert to the fact that the work areas on this project 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 reduce the number of work days on each street to a minimum. Also, the contractor shall keep his work area as clean and dust-free as practical at all times.

1.09 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.

1.10 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. All coordination efforts, including modifying the Contractor's work schedule, performing work out of sequence, or other effects on the Contractor's work are incidental to the work of this project, and shall not be paid for separately.
 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. 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.

1.11 SCOPE OF WORK

- A. The plans provided for this Contract consist of the following:
- a. Division 1: Pavement resurfacing including, base repairs, curb replacement, ADA ramp & sidewalk replacement and pavement resurfacing on Ann St., Birmingham Blvd., Chester St., Henrietta St.
 - b. Division 2: Crack Sealing on Purdy, Landon, Stanley, Westboro, Ashford Ln., Hidden Ravine Ct. Hidden Ravine Dr., Hidden Ravine Trail, Coolidge Hwy, and Maple Rd.
 - c. Division 3: Trench Repair
 - d. Division 4: Parking Lot Resurfacing at Barnum Park.
 - e. Division 5: General Items. Includes mobilization, minor traffic control devices and other work items that are germane to each of the other divisions
 - f. Original construction plans for the work area are provided to bidders for reference only for all street sections.
- B. The following table summarizes the cross-sections and basic elements of the work that are proposed for this Contract in Division 1 – Pavement Rehabilitation.

DIVISION 1 - PAVEMENT REHABILITATION

ITEM DESCRIPTION	ANN ST.	BIRMINGHAM BLVD.	CHESTER ST.	HENRIETTA ST.
Asphalt milling	1½"	1½"	1½"	1½"
Full depth pavement repair (As needed)	5"	2½"	7½"	1½"
Resurfacing	1½" 5EML	1½" 5EML	1½" 5EML	1½" 5EML
Curb Repairs	As needed	As needed	NA	NA

Notes:

- (1) A limited quantity of As-Directed subgrade improvement via undercutting with 21AA crushed aggregate is available on each of the routes. The engineer will locate and mark the full depth repairs / subgrade improvement in the field.
- (2) Utility structures are present within the existing roadways included with this project. Milling around structures and as-needed adjustments shall be performed.
- (3) Handicap ramps shall be removed and replaced in accordance to the plans. The Contractor will be expected to replace all ramps with 5 ft. wide concrete sidewalks up through the key flag, and then transitioning back to 4 ft. wide, where applicable, in no more than two additional flags. All replaced concrete shall be in accordance with ADA standards. (Up to 15 ft. beyond the key flag may be removed and replaced as needed to meet slope requirements.)
- (4) Curb Repairs will be located and marked in the field by the engineer.

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 his 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 his refusal or failure to do so, he shall be considered to have abandoned all his rights and interest in the award, and his 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 he has obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The cost of all insurance premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required insurance coverage.
 - 1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - 2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence combined single limit,

- Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$3,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement 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 first hand 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.

- 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.

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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. Half Day = \$200.00
 - 2. Full Day = \$400.00
- 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 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. Unless otherwise specified on the drawings, or in the specifications, the concrete mixture for all new concrete pavement shall be meet the requirements of the MDOT Portland Cement Concrete Grade P1M, with 6.0 sacks (564 lbs.) of cement per cubic yard. The Contractor does not have the option of using other concrete Grades or Types in lieu of Grade P1M on this project.
- 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.

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 (City of Birmingham Standard Paving Det. #10) 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 be meet the requirement of MDOT Mixture P1, with 6AA coarse aggregate, Type 1A Portland Cement, and 6.0 sacks (564 lbs.) of cement per cubic yard.
- 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)	>5,000 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 excavating; removal of existing sidewalk; granular fill (not more than four (4) inches thick); preparation of the base; forming, furnishing, placing and finishing of concrete; placing of jointing material; curing; 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 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. The hot mix asphalt pavements shall meet the requirements of the MDOT Special Provision for Marshall Hot Mix Asphalt Mixtures (03SP501(H)) for the mixes designated on the plans or elsewhere in the specifications, except as modified on the plans or in these specifications.
- B. No Recycled Asphalt Pavement (RAP) materials shall be allowed in any of the HMA Mixtures to be used for the top courses of any pavement installed on this project.
- C. 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 portland cement 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-F.
 - 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, milling 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 765
HOT POURED RUBBER ASPHALT JOINT AND CRACK SEALING METHOD

GENERAL

1.01 GENERAL PROVISIONS

- A. The Contractor shall furnish all materials, equipment, labor and supervision, and shall provide all other means that may be necessary to complete all the work in conformity in all respects to the requirements as set forth in these specifications.

1.02 PUBLIC

- A. The Contractor shall interfere as little as possible with the convenience of the public during the progress of the work. They shall construct and maintain suitable barricades and lights as may be necessary for the safety and convenience of the public and protection of the work. Oil burning pots or lanterns will not be permitted.

1.03 SCHEDULE

- A. The schedule of items under which the work is to be done is given with as much accuracy as is practicable beforehand. Quantities must be regarded as approximate only and are given as a guide to the bidder and for comparison of bids. The owner reserves the right to increase or diminish these quantities within reasonable limits, and the Contractor will be paid for only as much work as he is required to do by the Owner at the unit price stated in the proposal.

1.04 PREPARATION

- A. The surface of the pavement at the location of the joint or crack shall be cleaned and broomed, if necessary, to remove all dirt and debris.
- B. The joint opening shall be thoroughly blown clear of dust of chips with compressed air through a nozzle from a power-driven air compressor immediately before applying the filling compound to the joints. The preparation and application of the sealing compound shall be in accordance with the manufacturer's specifications.

PRODUCTS

1.05 MATERIALS

- A. The joint filler material shall be a hot-poured rubber-asphalt type joint sealing compound, which shall conform to the latest requirements of the Federal Specifications for Sealing Compound: Hot-Poured Type for Joints in Concrete as Follows

- 1. Residential or Local Streets and Major Roads Type SS-S-1401

- B. The upgraded specification material, SS-S-1401, shall also meet the latest requirements of Section 914.04 of the current edition of the Michigan Department of Transportation Standard Specifications for Construction.

1.06 PACKAGING

- A. The compound shall be packed in substantial commercial containers of a size, which can be conveniently handled on the job so that the covering may be readily removed from the material without waste. Containers shall be legibly marked with the description, manufacturer's name and brand, weight, safe heating temperature and batch number. The batch number shall be a specific

designation to represent the compound manufactured from one batch of raw material, irrespective of the number of mixers involved in the production of the batch.

1.07 DELIVERY

- A. Upon delivery of the joint sealant material to the job, the material shall be properly identified and certified that it has been inspected and tested in accordance with the requirements of the Federal specification (Methods for Sampling and Testing) SS-R-406, Method 223.11. The Contractor shall supply the Owner with certification tickets from the material supplier to verify the above requirements.

EXECUTION

1.08 JOINT CLEANING EQUIPMENT

- A. The equipment used for cleaning and preparing the joints and cracks for sealing in existing pavement may include the following:
1. A Tractor-Mounted Plow, equipped with hydraulically operated depth control and replaceable bits may be used to remove the bulk of old material from the joints. This equipment shall be so designed and operated as to preclude spalling or otherwise damaging the concrete.
 2. Routing-Resurfacing Machine, a self-powered machine operating a rotary cutter or revolving cutting tool designed to completely remove the old joint sealer and all foreign matter and reface each side wall of the joint without spalling or otherwise damaging the edges.
 3. Air Compressor, shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at a pressure not less than 90 pounds per square inch. Suitable traps shall be employed to maintain the compressed air free of oil and moisture.
 4. Sand Blasting Equipment, shall furnish a minimum of 300 cubic feet of air per minute at a pressure of not less than 90 p.s.i. The nozzle shall be of proper size and of a long wearing type. Nozzles enlarged by wear shall be replaced as necessary.

1.09 EQUIPMENT FOR FILLING AND SEALING JOINTS

- A. For Hot-Poured Rubber-Asphalt Type Compound, the heating kettle for hot-poured rubber-asphalt type sealer shall be of the indirect heating or double-boiler type, using oil as the heat transfer medium. It shall have a thermostatically controlled heat source, a built-in automatic agitator, and thermometers installed to indicate both the temperature of the melted sealing material and that of the oil bath. The contractor may be required to demonstrate that the equipment proposed for use will consistently produce a joint sealer of proper pouring consistency.
- B. The hot-poured sealing materials shall be poured at the required temperature for application by the use of a separate pouring pot or from the heating kettle. The pouring equipment shall force the sealing material to the bottom of the joint and completely fill it to the surface of the pavement. The pouring equipment shall be able to make a second application of the sealing material after the first application has cooled and settles below the surface of the pavement. The rate of the application shall be controlled so as to completely fill the joint and not spill the material on the surface of the pavement.

1.10 RE-SEALING JOINTS AND CRACKS

A. The following procedure shall be used in resealing joints and cracks in pavements:

1. Removing Old Sealer, the old joint and foreign matter shall be plowed out of the expansion joints to the existing filler or to a depth of one inch, whichever is more, and the contraction joints shall be cleaned to new concrete by routing with a joint-cleaning machine. The removal of the old joint material from transverse joints shall be done by the use of a plow blade of the proper size and shape attached to a garden tractor as described herein.
2. Joint Excavating Equipment, shall make at least one pass each way, starting as near the curb as possible and proceeding to the centerline and then back to the edge. The vertical faces of transverse joints shall then be cleaned to the depth to which the joint material has been removed with a joint cleaning machine as herein described.
3. Routing-Refacing Machine, at least one pass shall be made on each side of transverse joints with a joint-cleaning machine equipped with a scarifying head to clean the pavement surface completely to at least one inch each side of the joint groove. The vertical faces of the joint shall then be further cleaned with a wire brush, making one pass against each joint wall. When necessary, hand tools shall be used to remove any material not removed by mechanical cleaning. All old joints and other debris removed from the joints or cracks shall be removed from the pavement immediately and disposed of by the Contractors in a manner satisfactory to the Engineer.
4. Sandblasting, prior to the application of sealer material, all joints or cracks shall be thoroughly cleaned by sandblasting. This operation shall be performed in such a manner as to result in the complete removal of all existing joint material and other foreign matter from the sidewalls and up edges of the joint. The sandblasting shall continue until the entire joint space is free of dust, oil, water, old joint material, and/or any other objectionable foreign matter which may prevent bonding of the sealing compound to the concrete. The sand used shall be of proper size and quality necessary for the operation.
5. Following sandblasting operations, the joint and cracks shall be thoroughly cleaned by means of an air jet under a pressure of not less than 90 p.s.i. Compressed air may be used at any time during joint-cleaning operations; however, to insure removal of all loose material, a jet of compressed air shall be required immediately ahead of sealing operations.
6. All debris and objectionable material resulting from cleaning operations shall be removed from the pavement surface prior to sealing operations.
7. As soon as the joints are cleaned with the compressed air jet, they shall be sealed with hot-poured rubber-asphalt type compound. The surface of the concrete shall be dry at the time of sealing. No joints shall be sealed until the cleaning and preparation of the joints have been inspected and approved by the Engineer.
8. Contraction joints, construction joints and expansion joints that have openings for the full depth of the slab shall be caulked with jute or oakum to prevent the sealing compound from flowing down to the subgrade. For expansion joints, the jute or oakum caulking material shall not extend above the pre-molded joint filler. Contraction joints and construction joints shall have a space of one inch to one and one-half inch above the caulking material that shall be filled with sealing compound.

END OF SECTION

**PAVEMENT MARKINGS, THERMOPLASTIC
SECTION 772**

The Contractor shall install Alkyd Extrude Thermoplastic material for all long lines and crosswalks installed on this Contract, in accordance with Section 811.03 of the MDOT 2012 Standard Specifications for Construction, and as supplemented with the following specifications noted below.

Product Code: 884490 (White)
884685 (Yellow)

Product shall meet AASHTO Specification M-249.

DESCRIPTION:

Alkyd extrude thermoplastic marking material shall be a 100% solids material blend of binder, pigments, and glass beads that must be melted to a temperature of at least 425°F. (218°C), mixed well and applied in a molten state to the pavement. Roadway surface temperature at the time of application shall be 50°F (10°C.) and rising.

STORAGE:

The shelf life of the product is one year from the date of manufacture with proper storage. Proper storage includes inside or covered to prevent damage from moisture, and below 120°F. Outside storage for short intervals is acceptable as long as the material is kept dry. The older the material, the more agitation and dwell time is required to fully melt and mix the granular ingredients.

CONDITIONS FOR APPLICATION:

All surfaces must be clean and dry, free from oil, grease, antifreeze, loose sand, aggregate, and chipping/peeling existing pavement markings. Any curing compounds used on new concrete must be mechanically abraded off prior to striping and use of a primer is required (at no additional cost to the Owner). Concrete must be allowed to cure at least 14 days. When in doubt, always test adhesion. While thermoplastic may be installed behind the paver once the mat cools, new asphalt should be allowed to cure for a minimum of 14 days to maximize adhesion and durability.

All concrete surfaces shall be milled down at least 90 mils to allow the installation of the thermoplastic materials in a recessed area, thereby reducing its susceptibility to damage from snow removal equipment. Concrete preparation shall not be paid for separately.

PHYSICAL CHARACTERISTICS:

% Binder	18% minimum
% Glass	30 – 40%
Intermix glass specification:	M-247 type 1
% TiO2 in the white:	10% minimum
595B color, white:	17886
595B color, yellow:	13538
White Reflectance (Y Value):	75 minimum

Yellow Reflectance (Y Value):	45 minimum
Minimum Impact Resistance:	10 inch pounds
Softening Point:	200-230° F.
Yellowness Index, white:	0.12 maximum

Dry Time: With drop on glass beads applied, the thermoplastic material shall be sufficiently tack-free to carry traffic in not more than 2 minutes when pavement surface temperature is at 50° F., and not more than 10 minutes when pavement temperature is 130°F.

LIMITATIONS:

Apply a test strip to determine if surface is dry enough if there has been rain in the last 24 hours.

1. Do not apply if hot material shows moisture bubbles.
2. Do not heat thermoplastic above 450°F.
3. Do not apply when road and ambient temperature is below 50°F.
4. Do not apply when temperatures are at or near the dew point.

MEASUREMENT & PAYMENT

The completed work as measured for the alkyl extrude thermoplastic pavement markings will be paid for at the contract unit price per linear foot installed, and includes all pavement preparation, material, equipment, and labor to complete this item.

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 his approval given 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 HMA SURFACE, REM

- A. This pay item shall apply to the full depth removal of the existing pavement only as directed by the engineer.
- B. Most of the pavements on this project are asphalt pavement over an aggregate base. However, Chester St. existing pavement is an asphalt overlay on an underlying concrete pavement. In this areas the Contractor may at their option remove the asphalt overlay and the concrete separately; however, the payment for this item shall include all pavement removal, including the underlying concrete pavement, to the existing base below the pavement.

1.04 SUBGRADE UNDERCUTTING, SPECIAL

- A. This work shall consist of excavating existing subgrade in unsound areas at locations determined by the Engineer in the field, installing a layer of geogrid, if determined necessary (and directed by the Engineer), and furnishing, installing, and compacting crushed concrete for the purpose of improving the bearing capacity of the underlying soils.

- B. Subgrade undercutting shall be performed where unsuitable subgrade soil is encountered at the bottom of the roadway cross section, as determined and directed by the Engineer. The vertical and horizontal limits shall be determined in the field by the Engineer. Do not undercut beyond a depth of one (1) foot without approval of the Engineer.
- C. 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 5 MPH. Proof rolling is incidental to the other work of this project and shall not be paid for separately.
- D. 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, Special." All work of this nature shall be done in the presence of the Engineer.

1.05 AGGREGATE BASE COURSE, 21AA, SPECIAL

- A. Undercutting may vary in depth depending on the severity of the subgrade soil damage. As a result, the Contractor shall have 21AA aggregate on hand as needed to place in full depth areas to establish the appropriate depths for asphalt repair areas. Installation of aggregate shall be paid for by the ton, as bid.

1.06 BUTT JOINT, 24"

- A. For the four streets that are being entirely resurfaced (Ann, Birmingham, Chester, and Henrietta), most streets butt into other asphalt roadways. The Contractor shall be prepared to mill a 24" wide butt joint at each end of the job, as well as into City cross-streets, to provide a longer lasting top course. Milling said butt joints shall be paid for as described under this pay item.

1.07 REMOVE AND REPLACE CONCRETE CURB AND GUTTER

- A. The Engineer shall mark for removal and replacement various relatively short sections of curb and gutter for replacement on all streets noted on this Contract. Removals shall be 18" wide, so as to include the gutter pan. Curb and gutter replacement shall match the existing cross-section on each street.
- B. Curb and gutter replacement shall match existing cross section on each street.
- C. Curb and gutter replacement shall also be paid for at each handicap ramp replacement as called out on the plans to ensure compliance with the Americans with Disabilities Act (ADA).
- D. As a part of this pay item, the Contractor shall provide compacted backfill behind the curb, grade, provide a minimum of 3 inches of topsoil, and Class A seed and mulch, incidental to the cost of this work.

1.08 REMOVE & REPLACE CONCRETE SIDEWALK 4", AND CONCRETE RAMP 6"

- A. Concrete sidewalk and ramp locations have been provided in the plans. The layout of the replacements shall match the existing layout of sidewalks and ramps, and all slopes must be in compliance with ADA standards.
- B. For ramp replacement that includes changes in grade of any substance from existing, the Contractor shall be prepared to excavate sidewalk areas and adjacent lawn areas and provide a finished grade to meet ADA requirements, including adjustments to adjacent private properties.

The extra work involved for grading and excavation of these areas shall be included in the cost per sq.ft. for removal and replacement of the new concrete sidewalk placed.

1.09 DETECTABLE WARNING

- 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 each 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.

1.10 TOPSOIL AND SOD AT HANDICAP RAMPS

- A. The Engineer and Contractor shall jointly agree on areas where topsoil and sod shall be required adjacent to handicap ramp installations on Birmingham, and Henrietta. The pay item shall include grading and removal of existing grass, installation of minimum of 3 inches of topsoil, and new Sod, Class A, measured by the square foot.
- B. There may be isolated locations where sodding is not appropriate, given small restoration areas, or if there is indication that the sod may not be watered sufficiently. In these cases, the Engineer will direct the installation of topsoil, seed, and mulch instead. If such direction is given, and if such restoration area is adjacent to handicap ramps located on Birmingham, and Henrietta St., measurement and payment for the seeded areas shall be measured and paid for under the Sod pay item.

1.11 MILLING BITUMINOUS SURFACE FOR BUTT JOINTS

- A. For the four streets that are being entirely resurfaced (Ann, Birmingham, Chester, and Henrietta), most streets butt into other asphalt roadways. The Contractor shall be prepared to mill a 24" wide butt joint at each end of the job as well as into City cross-streets, to provide a longer lasting top course. Milling said butt joints shall be paid for as described under this pay item.

1.12 HAND PATCHING

- A. The hand patching pay item shall include stripping, chipping, or otherwise removing surface materials from "weak areas" in bituminous or Portland cement concrete pavements, and replacing by hand or machine methods with bituminous materials approved by the Engineer. "Weak areas" are areas where pavement surfaces are badly deteriorated or cracked into small sections. All removals and related hand paving work shall be included in the price per ton.
- B. Following the removal of 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.
- C. Except as provided herein, this work shall conform to the requirements of the "Hand Patching" section of the MDOT 2020 Specifications.

1.13 PAVEMENT MARKINGS

- A. The Contractor shall be prepared to install all necessary pavement markings on Ann Street, Chester Street, and Henrietta Street. prior to opening the road to through traffic.

- B. While not required the same day as paving, the Contractor shall repair the double yellow and adjacent crosswalks markings on Chester St. within 2 weeks of asphalt paving. For the crosswalks, the Contractor shall install 24 inch wide white bars placed at 24 inches apart (continental style). Pay items have been provided for this work accordingly.
- C. The contractor shall install pavement markings for Chester St. parking spaces In-Kind/In-Place to match the same measurements and layout as the existing pavement markings.

1.14 CRACK SEALING

- A. Crack Sealing shall be performed on Ashford Ln., Coolidge Hwy., Hidden Ravine Dr., Hidden Ravine Ct., Hidden Ravine Trail., Maple Rd., Purdy St., Landon St., Stanley St., Westboro. (The route that will not be resurfaced as part of this project.) It shall be placed in accordance with the applicable specifications and the 2020 MDOT Standard Specifications for construction.
- B. Payment for these items shall be per Roadbed Mile, regardless of the number of the number of cracks present or the quantity of materials used. Contractor shall field verify the existing pavement conditions and prepare their bid accordingly.

1.15 BITUMINOUS MIXTURE, BASE, LEVELING, LEVELING & WEARING COURSES

- A. Placement of various asphalt mixes shall be in accordance with the table provided in section 301 of the specifications.
- B. All HMA mixes shall be supplied with binder grade of PG 64-22.
- C. All top course mixes used on this contract shall limit RAP to Tier 1 (17% maximum binder from RAP).
- D. Base and leveling courses may be Tier 2 with respect to RAP.

1.16 TRAFFIC MAINTENANCE AND CONTROL

- A. The Contractor shall endeavor to keep all driveways accessible during construction as much as practical, including during milling, pavement removals, patching, crack sealing, and asphalt rejuvenating. In order to safely maintain traffic during these activities, the Contractor shall provide all materials, labor and equipment necessary to install, maintain and remove traffic control devices and to maintain access to driveways (including temporary gravel or cold patch, if necessary). The Contractor shall also provide sufficient traffic control in the form of signs, flaggers, etc., to completely close off and protect the pavement when new asphalt is being installed. All signing shall be in accordance with the latest edition of the MMUTCD.
- B. Proper advance warning of streets that are closed during work, even if there is no diagram supplied, shall be expected to the same standards as shown on those streets that have diagrams.
- C. On the local streets, the Contractor shall maintain one Type III barricade with one R11-4 (ROAD CLOSED TO THRU TRAFFIC) sign at the end of the preceding block, for all streets leading into the construction zone. For example, on Ann St., the Contractor shall provide barricades and signs not only for both directions of Ann St., but also for both directions of Landon St., George St., and Frank St., placed at the next intersection to the northeast and southwest of the work.
- D. The Contractor shall endeavor to keep the cross streets as clean and dust free as practical during construction, so that through traffic can be maintained as much as practical.

1.17 LAWN RESTORATION, TRAFFIC DIVERSIONS

- A. All adjacent lawns disturbed during the course of the project shall be restored in accordance with the Specifications, at no cost to the Owner, except in the areas of handicap ramp construction as noted above, and in the area of the Coolidge Hwy. traffic diversions.
- B. Work for this pay item shall be paid by Lump Sum, for restoration work needed in the area of the traffic diversion lanes only. Lawn restoration here shall include removal of the asphalt lane, fill with clay material and finish grading to match existing conditions, and establishment of lawn.
- C. Topsoil shall be made friable, seeded with MDOT Class A Seed mix sowed at the rate of 200 lbs. per acre, fertilized at the rate of 240 lbs. per acre, and mulched at the rate of 2 tons per acre. All mulch shall be anchored to resist wind damage.

1.18 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. Lawn sprinklers located on private property shall be the Contractor's responsibility to repair if damaged.

END OF SECTION

APPENDIX A

Map of Work Areas

Division 1:

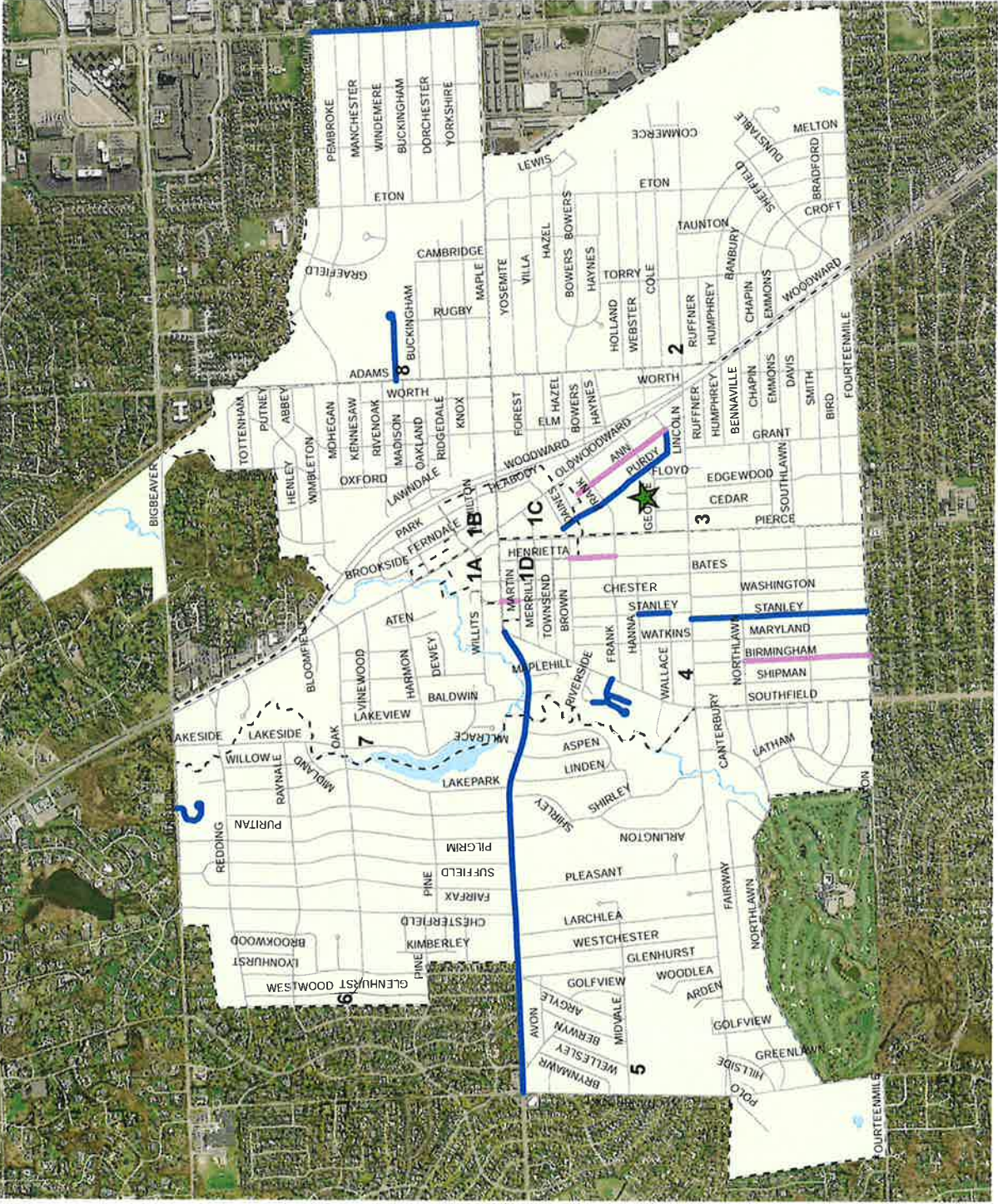
Pavement Rehabilitation

Division 2:

Crack Sealing

Division 4:

Barnum Park Parking Lot Resurfacing



2024 Resurfacing Program 2-24(P)

Legend

- 1.5" Mill and Resurface
- Overband Crack Seal
- ★ Barnum Park 1" Mill and Resurface
- Sidewalk Program Districts



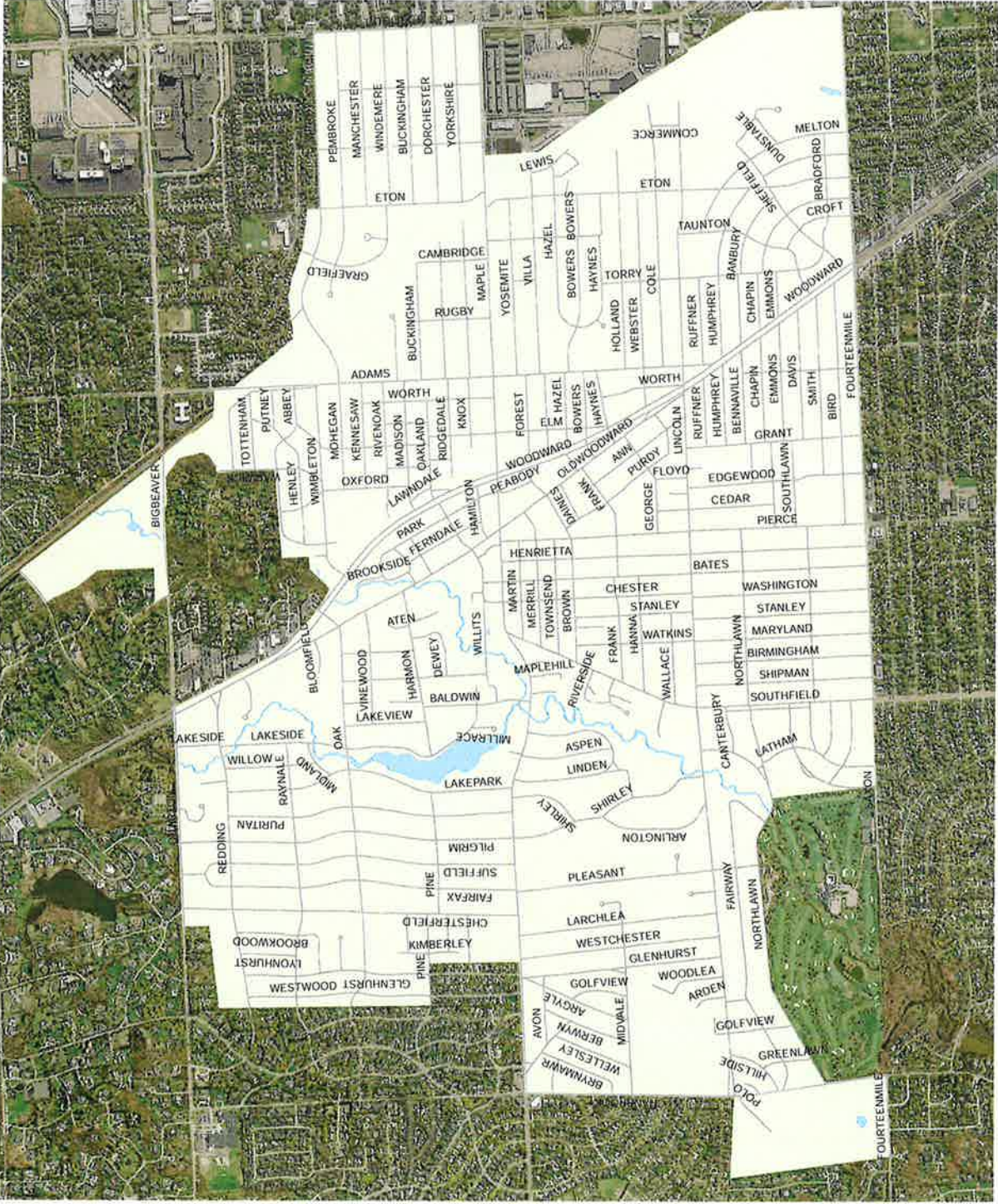
1 inch = 1,496 feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plans, surveys, and other public records and data. It is not a legally recorded map or survey.
The data provided herein may be inaccurate or out of date and any person using this information for any purpose whatsoever does so solely at his or her own risk.
Data Sources: Oakland County GIS Utility, City of Birmingham

APPENDIX B

Map of Work Areas and List

Division 3: Trench Repairs



2024 Resurfacing Program 2-24(P)

Legend

Trench Repair Locations



1 inch = 1,496 feet

Disclaimer: The information provided by this program has been compiled from recorded maps, plans, surveys, and other public records and data. It is not a legally recorded map or survey.

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Data Sources: Oakland County GIS Utility, City of Birmingham

CITY OF BIRMINGHAM
CONTRACT # 2-24(P)

List of Working Areas

Appendix B-2

NO.	DATE	ADDRESS	STREET	TYPE OF WORK	CURB	STREET			SIDEWALK		
					Length (ft)	Width (ft)	Length (ft)	Area (SF)	Width (ft)	Length (ft)	Area (SF)
TOTALS					175			15060			232
1		610	ANN	WATER		10	10	100			0
2		612	ANN	SEWER		17	20	340			0
3		787	ANN	W&S		10.5	16.5	173.25			0
4		251	BALDWIN	WATER		7.5	7.5	56.25			0
5		1860	BANBURY	W&S	16	8.5	16	136			0
6		583	BENNAVILLE	W&S				0			0
7		2072	BRADFORD	SEWER		5	11	55			0
8	S ETON		BRADFORD	WMB		8.5	9.5	80.75			0
9		680	BROOKSIDE	W&S		5	17	85			0
10		612	BROOKSIDE	STORM	8	4	10	40			0
11		591	CATALPA	W&S	10.5	10.5	10.5	110.25			0
12		1409	CEDAR	W&S		7	13.5	94.5			0
13		1551	CHELTENHAM	SEWER		7	10	70			0
14		1576	CHELTENHAM	SEWER		5.5	15	82.5			0
15		588	CERRY	W&S		10.5	10.5	110.25			0
16		235	CHESTERFIELD	W&S		10	24	240			0
17		766	CHESTERFIELD	W&S		11	11	121			0
18		1128	CHESTERFIELD	W&S		11	20	220			0
19		1200	CHESTERFIELD	SEWER		3	10	30			0
20		514	CHESTERFIELD	WATER		6	12.5	75			0
21		786	COLONIAL CT	WMB		5	9	45	4	7	28
22		1616	CROFT	SEWER	10.5	10.5	9.5	99.75	4	29	116
23		1826	DERBY	W&S		5	26	130	6	6	36
24		676	DEWEY	W&S		10	13	130	4	13	52
25		2647	DORCHESTER	W&S		14.5	17	246.5			0
26		2648	DORCHESTER	W&S		14.5	17	246.5			0
27		2663	DORCHESTER	W&S		4	5	20			0
28		2249	DUNSTABLE	SEWER		6	11	66			0
29		1155	E LINCOLN	WMB		6	26	156			0
30		457	E SOUTHLAWN	WATER		6	5	30			0
31		219	ELM	W&S		26	34	884			0
32		1540	EMMONS	SEWER		5	10	50			0
33		1494	FAIRWAY DR	W&S	16	25	8	200			0
34		788	HARMON	W&S	4	9	24	216			0
35		1731	HAZEL	W&S		6	27	162			0
36		1165	HILLSIDE	W&S		11	16	176			0
37		1751	HOLLAND	W&S		8.5	15	127.5			0
38		1852	HOLLAND	W&S		9.5	21	199.5			0
39		1974	HOLLAND	W&S		7	8	56			0
40		1335	HUMPREY AVE	SEWER		4	8	32			0
41		356	LAKEPARK	WATER		19	4	76			0
42		640	LAKESIDE	W&S		10	17	170			0
43		924	LAKESIDE	W&S		11	28	308			0
44		1563	LAKESIDE	W&S		8	20	160			0
45		707	LAKEVIEW	SEWER		8	8	64			0
46		1230	LATHAM	W&S		10	30	300			0
47		329	LINDEN	W&S		7	13	91			0
48		344	LINDEN	W&S		9	20	180			0
49		380	LINDEN	W&S		8	16	128			0
50		1142	LYONHURST	W&S	11	11	21	231			0
51		487	MADISON	W&S		5	7	35			0
52		633	MADISON	SEWER		7	10	70			0
53		2078	MANCHESTER	W&S	10	10	17	170			0
54		2570	MANCHESTER	SEWER		6	10	60			0

CITY OF BIRMINGHAM
CONTRACT # 2-24(P)

List of Working Areas

Appendix B-3

55	1807	MELBOURNE	SEWER		5	5	25			0
56	1013	N ADAMS	WMB		8	12	96			0
57	1805	NORTHLAWN	WATER		10	20.5	205			0
58	1371	NORTHLAWN	W&S	9	8	40	320			0
59	2348	NORTHLAWN	SEWER		4	20	80			0
60	692	OAK	WATER		4	5	20			0
61	1938	PEMBROKE	W&S	11	11	23	253			0
62	2440	PEMBROKE	W&S		8	18	144			0
63	764	PIERCE	W&S	9	10	25	250			0
64	848	PLEASANT	W&S		3.5	20.5	71.75			0
65	1020	PLEASANT	W&S		6	20	120			0
66	921	POPPLETON	W&S		7	18	126			0
67	939	POPPLETON	W&S		9	15	135			0
68	900	PURITAN	W&S		5.5	20	110			0
69	1250	REDDING	W&S		4	5	20			0
70	1840	REDDING	SEWER		18	34	612			0
71	734	RIVENOAK	SEWER		5	8	40			0
72	840	RIVENOAK	SEWER		5	10	50			0
73	1439	RUFFNER	W&S		5	7	35			0
74	1635	S BATES	W&S	13	8	25	200			0
75	1635	S BAILES	WMB		7.5	11	82.5			0
76	1193	S ETON	STORM	7	4	7	28			0
77	394	S GLENHURST	W&S		4	22	88			0
78	969	S GLENHURST	SEWER		5	14	70			0
79	1787	SHEFFIELD	SEWER		10	14	140			0
80	1700	SHIPMAN	WMB		11	15	165			0
81	1220	STANLEY	W&S	11.5	9.5	10.5	99.75			0
82	843	TOTTENHAM	SEWER		5	8	40			0
83	619	VINEWOOD	W&S		6.5	19	123.5			0
84	784	VINEWOOD	W&S		10.5	20	210			0
85	211	W FRANK	WATER		5.5	4	22			0
86	559	WALLACE	W&S		6	9	54			0
87	1801	WASHINGTON	SEWER		8	4	32			0
88	540	WATKINS	W&S	12	5	8	40			0
89	459	WESTCHESTER	SEWER		7	7	49			0
90	499	WESTCHESTER	SEWER		8.5	4	34			0
91	739	WESTCHESTER	W&S		7	8	56			0
92	1090	WESTWOOD	W&S		9	20	180			0
93	1356	WESTWOOD	SEWER		10	5	50			0
94		WILLITS	WMB		11	18	198			0
95	244	WIMBLETON	W&S				0			0
96	245	WIMBLETON	W&S		5	21	105			0
97	700	WIMBLETON	WATER		8	4.5	36			0
98	777	WIMBLETON	W&S		3.5	12	42			0
99	868	WIMBLETON	SEWER		4	5.5	22			0
100	2545	WINDEMERE	SEWER		10	5.5	55			0
101	36877	WOODWARD	W&S				0			0
102	1056	WORTHINGTON	SEWER		10	6	60			0
103	1094	WORTHINGTON	SEWER		10	6	60			0
104	1054	N ADAMS	WMB		3.5	4	14			0
105	1137	STANLEY	WATER		5	10	50			0
106	1020	RIVENOAK	WATER		4	6	24			0
107	345	KIMBERLEY	WATER		4	6	24			0
108	294	E BROWN	WATER		6	7	42			0
109	1368	BENNAVILLE	WATER		4	6	24			0
110	2083	SHEFFIELD	W&S		7	17	119			0
111	33828	WOODWARD AVE	WATER		5	5	25			0
112	395	GREENWOOD	WATER		6	7	42			0
113	1088	FLOYD	SEWER		5	5.5	27.5			0
114	394	S GLENHURST	WATER		4	20	80			0
115	2648	DORCHESTER	W&S		10	29.5	295			0

116		577	KIMBERLEY	SEWER		6	10	60			0
117		408	BIRD	N/A		10.5	20.5	215.25			0
118		2755	BUCKINGHAM	SEWER		6	10	60			0
Miscellaneous Locations To Be Determined By City					16.5			1369			

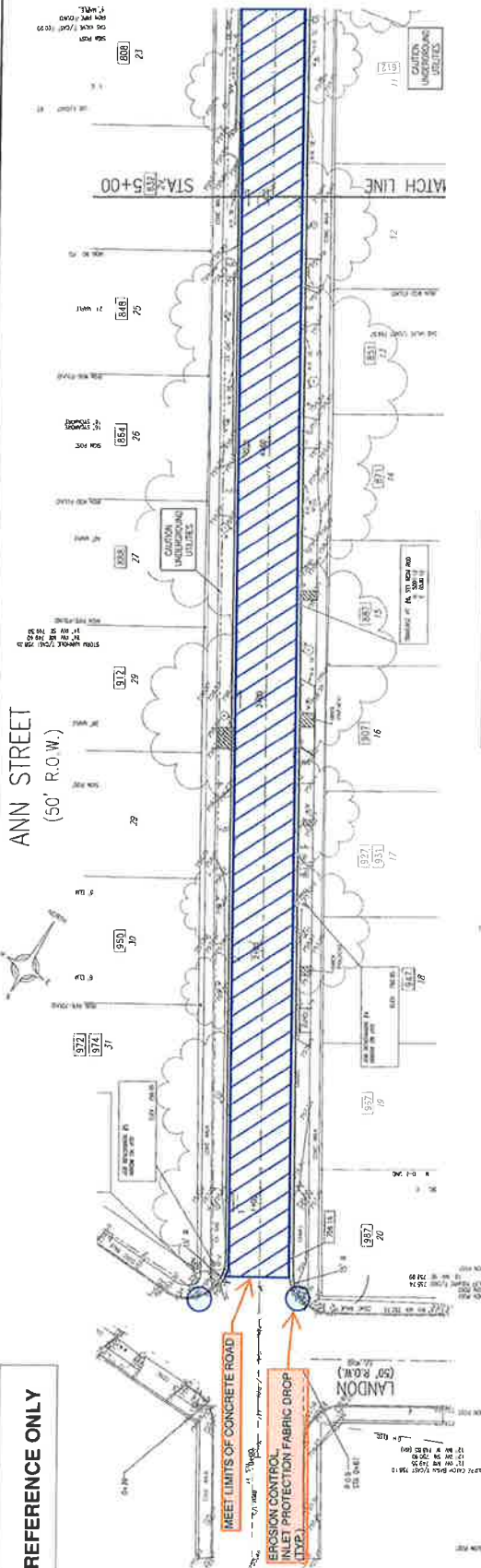
APPENDIX C

Plans

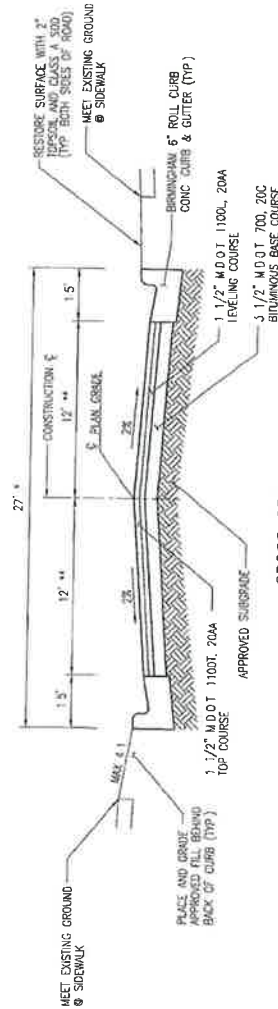
Division 1: Pavement Rehabilitation

FOR REFERENCE ONLY

ANN STREET
(50' R.O.W.)



EX. CROSS-SECTION
FOR REFERENCE ONLY



CROSS SECTION #1

APPLIES TO ALL STREETS UNLESS NOTED OTHERWISE

QUANTITIES THIS SHEET:

- EROSION CONTROL INLET PROTECTION FABRIC DROP 2 EA.
- COLD MILLING HMA, 1.5" 1,156 SYD
- SEML HMA, 1.5" 105 TONS

LEGEND:

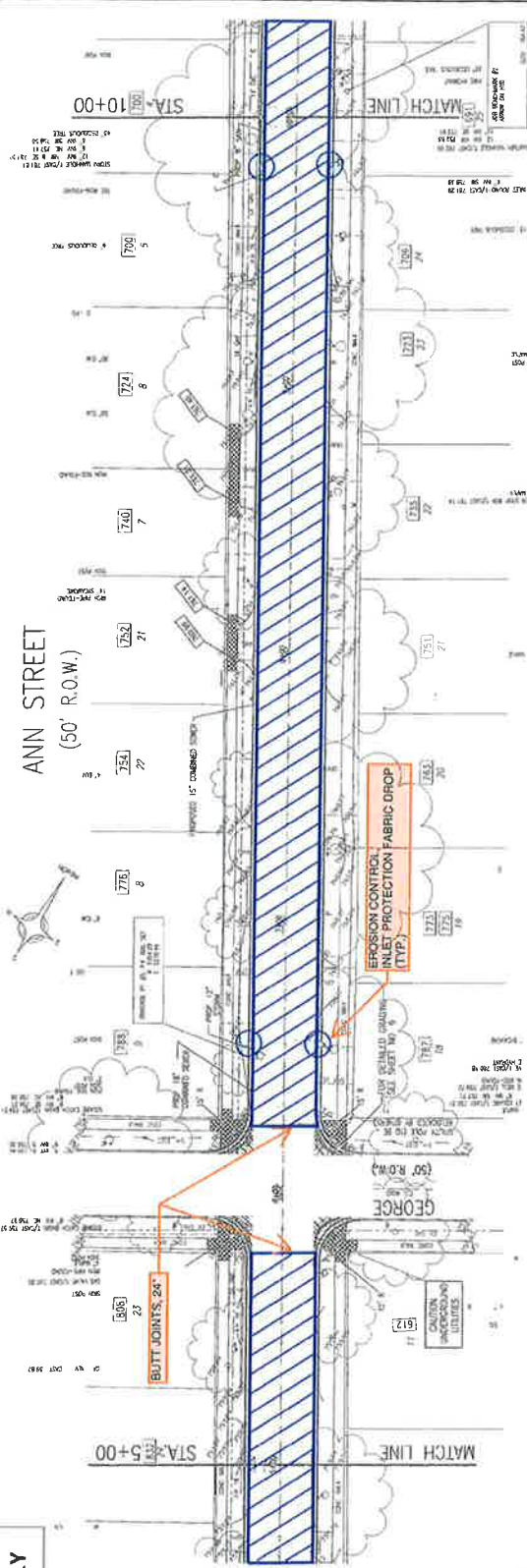
- LIMITS OF 1.5" COLD MILLING AND 1.5" SEML HMA OVERLAY
- LIMITS OF 6" CONCRETE RAMP REPLACEMENT
- EROSION CONTROL INLET PROTECTION FABRIC DROP
- 4" PAVEMENT MARKING, WHITE

NOTES:

1. CONTRACTOR TO MATCH EXISTING GRADES OF THE PAVEMENT AT THE CURB AND GUTTER EDGE.
2. FULL DEPTH PAVEMENT REMOVAL AND AGGREGATE BASE REPAIR LIMITS TO BE DIRECTED BY CITY.
3. PROVIDE 24" BUTT JOINT AT LIMITS OF PAVING WHERE ADJOINING PAVEMENT IS ASPHALT

GEN
GENERAL ENGINEERING
INCORPORATED
1000 S. 10TH AVE.
SUITE 200
DENVER, CO 80202
(303) 733-1111

FOR REFERENCE ONLY



QUANTITIES THIS SHEET:

EROSION CONTROL INLET PROTECTION FABRIC DROP	4 EA
COLD MILLING HMA, 1.5"	1,186 SYD
SEMI HMA, 1.5"	108 TONS
BUTT JOINT 24"	46 LF

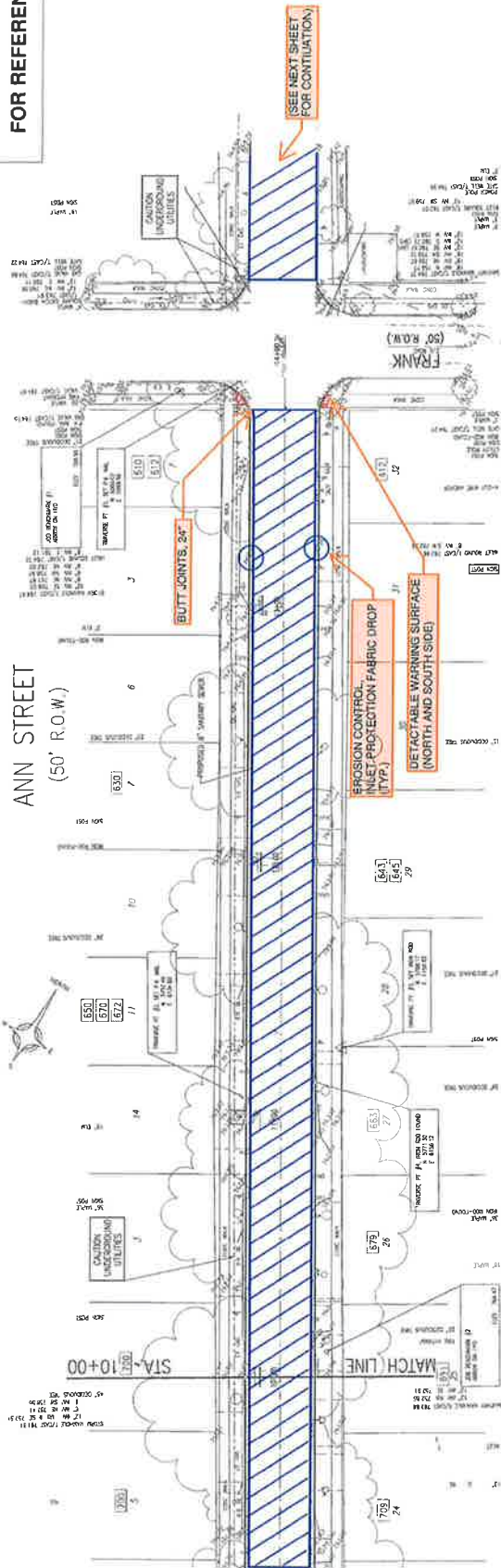
LEGEND:

- LIMITS OF 1.5" COLD MILLING AND 1.5" SEMI HMA OVERLAY
- LIMITS OF 6" CONCRETE RAMP REPLACEMENT
- EROSION CONTROL INLET PROTECTION FABRIC DROP
- 4" PAVEMENT MARKING, WHITE

NOTES:

- CONTRACTOR TO MATCH EXISTING GRADES OF THE PAVEMENT AT THE CURB AND GUTTER EDGE.
- FULL DEPTH PAVEMENT REMOVAL AND AGGREGATE BASE REPAIR LIMITS TO BE DIRECTED BY CITY.
- PROVIDE 24" BUTT JOINT AT LIMITS OF PAVING WHERE ADJOINING PAVEMENT IS ASPHALT.

FOR REFERENCE ONLY



QUANTITIES THIS SHEET:

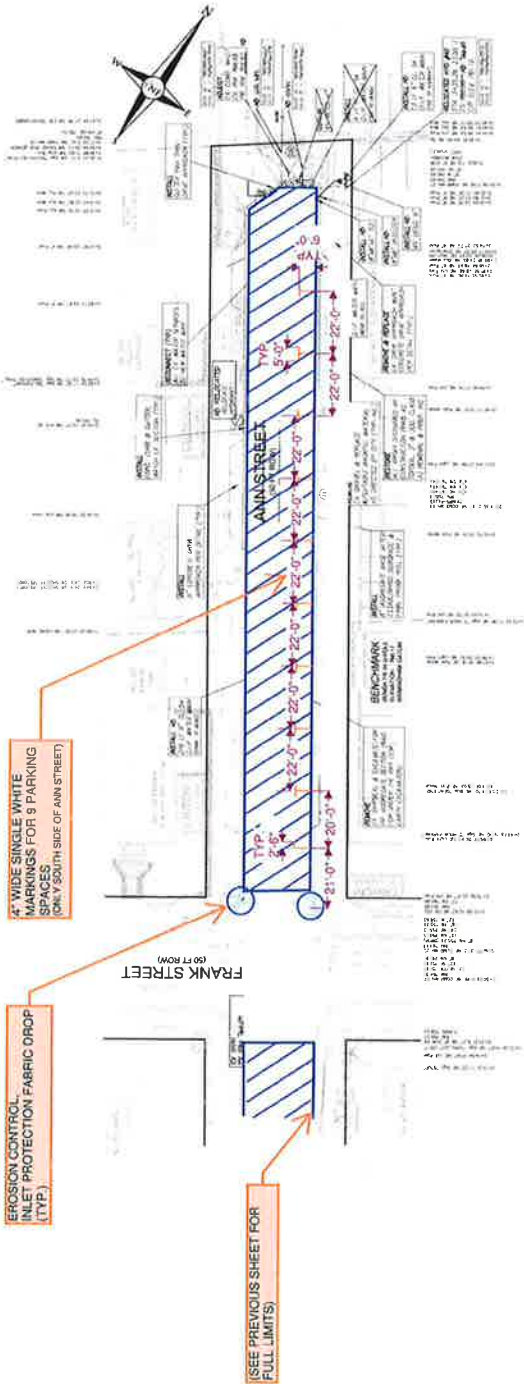
EROSION CONTROL INLET PROTECTION FABRIC DROP	2 EA
COLD MILLING HMA, 1.5"	1009 SYD
SEML HMA, 1.5"	92 TONS
BUTT JOINT 24"	28 LF
DETACHABLE WARNING SURFACE	16 LF
CONCRETE RAMP REMOVE	32 SF
RAMP, CONCRETE, 6 inch	32 SF

LEGEND:

-  LIMITS OF 1.5" COLD MILLING AND 1.5" SEMI HMA OVERLAY
-  LIMITS OF 6" CONCRETE RAMP REPLACEMENT
-  EROSION CONTROL, INLET PROTECTION FABRIC DROP
-  4" PAVEMENT MARKING, WHITE

NOTES:

1. CONTRACTOR TO MATCH EXISTING GRADES OF THE PAVEMENT AT THE CURB AND GUTTER EDGE.
2. FULL DEPTH PAVEMENT REMOVAL AND AGGREGATE BASE REPAIR LIMITS TO BE DIRECTED BY CITY.
3. PROVIDE 24" BUTT JOINT AT LIMITS OF PAVING WHERE ADJOINING PAVEMENT IS ASPHALT.



LEGEND:

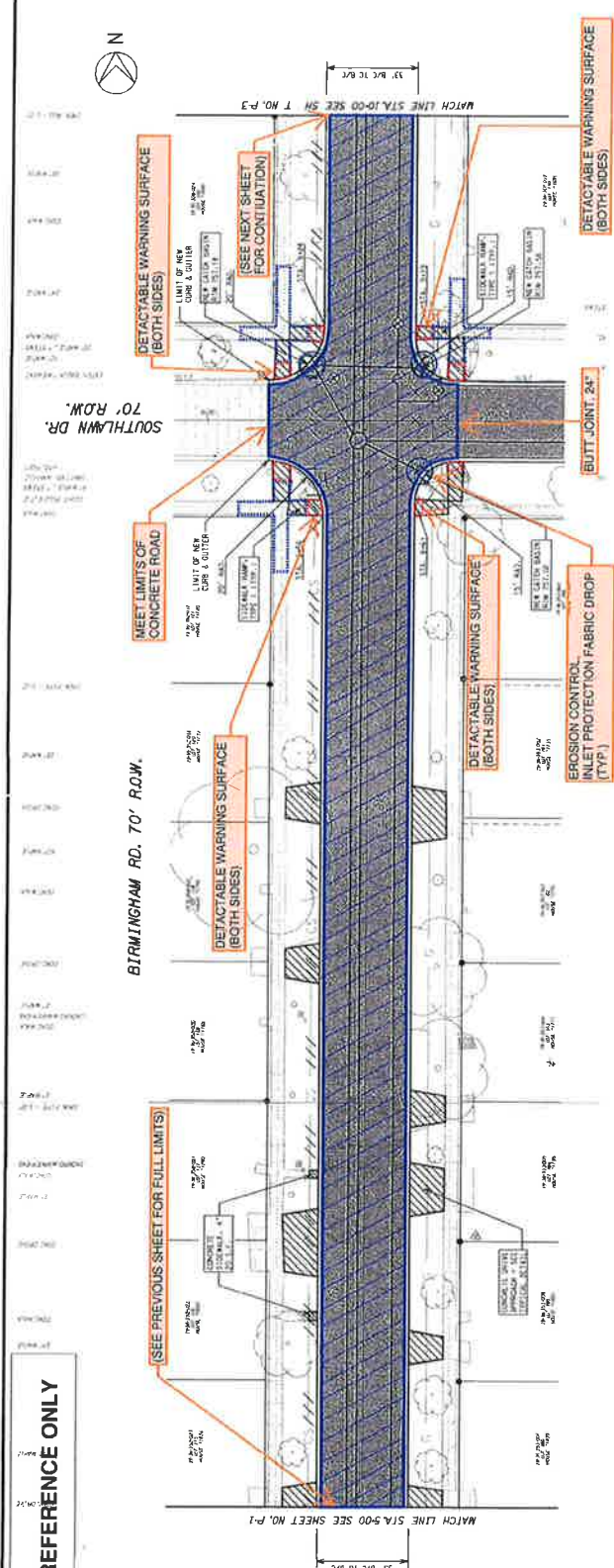
- LIMITS OF 1.5" COLD MILLING AND 1.5" 5EML HMA OVERLAY
- LIMITS OF 5" CONCRETE RAMP REPLACEMENT
- EROSION CONTROL INLET PROTECTION FABRIC DROP
- 4" PAVEMENT MARKING WHITE

QUANTITIES THIS SHEET:

EROSION CONTROL, INLET PROTECTION FABRIC DROP	2 EA
COLD MILLING HMA, 1.5"	652 SYD
SEML, HMA, 1.5"	59 TONS
BUTT JOINT, 24"	26 LF
WATERBORNE PAVEMENT MARKING 4", WHITE	121 FT
CONCRETE RAMP REMOVE	16 SF
RAMP, CONCRETE, 6 inch	16 SF

- NOTES:**
1. CONTRACTOR TO MATCH EXISTING GRADES OF THE PAVEMENT AT THE CURB AND GUTTER EDGE.
 2. FULL DEPTH PAVEMENT REMOVAL AND AGGREGATE BASE REPAIR LIMITS TO BE DIRECTED BY CITY.
 3. PROVIDE 24" BUTT JOINT AT LIMITS OF PAVING WHERE ADJOINING PAVEMENT IS ASPHALT

FOR REFERENCE ONLY



QUANTITIES THIS SHEET:	
EROSION CONTROL, INLET PROTECTION	
FABRIC DROP	3 EA
COLD MILLING HMA 1 5"	1828 SYD
SEML HMA 1 5"	166 TONS
DETACHABLE WARNING SURFACE	40 LF
CONC. SIDEWALK, REMOVE	675 SF
CONC. RAMP, REMOVE	180 SF
SIDEWALK CONCRETE, 4 inch	675 SF
RAMP, CONCRETE, 6 inch	180 SF
BUILT JOINT, 24"	26 LF

LEGEND:

LIMITS OF 1.5" COLD MILLING AND 1.5" SEMI HMA
OVERLAY

LIMITS OF 4" CONCRETE SIDEWALK REPLACEMENT

LIMITS OF 6" CONCRETE RAMP REPLACEMENT

EROSION CONTROL, INLET PROTECTION FABRIC
DROP

NOTES:

A. CONTRACTOR TO MATCH EXISTING GRADES OF THE PAVEMENT AT THE CURB AND GUTTER EDGE.

B. FULL DEPTH PAVEMENT REMOVAL AND AGGREGATE BASE REPAIR LIMITS TO BE DIRECTED BY CITY.

C. PROVIDE 24" BUTT JOINT AT LIMITS OF PAVING WHERE ADJOINING PAVEMENT IS ASPHALT.

C. CONTRACTOR TO MATCH EXISTING GRADES OF THE PAVEMENT AT THE CURB AND GUTTER EDGE.

City of Birmingham
151 Maria Street
P.O. Box 3001
Birmingham, MI 48012-3001

Village of Beverly Hills
18500 West 13 Mile Road
Beverly Hills, MI 48025

Village of Beverly Hills
18500 West 13 Mile Road
Beverly Hills, MI 48025

HRC

Hubbell, Roth & Clark, Inc.
— CONSULTING ENGINEERS —

9 MULET DRIVE
OCKWILD HILLS, MICH.
P.O. BOX 424
48223 • 4834

PHONES: (248) 484-7220
FAX (Toll Free): (248) 484-7072
FAX (Toll Free): (248) 738-2052
WEB SITE: <http://www.hrc-engine.com>

Hubbell, Roth & Clark, Inc.
CORRUGATED FIBER APPLICATIONS
9 HULET DRIVE
DOONFIELD HILLS, MICH. 48227-0436
P.O. BOX 124
48227-0436
PHONES: (248) 494-4200
FAX (Toll Free): (248) 494-4712
FAX (Toll Free): (248) 238-5762
WEB SITE: <http://www.hrc-efg.com>

[illegible]

CITY OF BIRMINGHAM
VILLAGE OF BEVERLY HILLS
ACACIA PARK
RAIN RELIEF SEWER
PHASE TWO

ACACIA PARK
RAIN RELIEF SEWER
PHASE TWO

BIRMINGHAM BLVD. PAYING
STA. 5+00 TO STA. 10+00

8722

[illegible]

2-2

City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, AL 35202-3001

HRC

Hubbell, Roth & Clark, Inc.
CONSULTING ENGINEERING

405 HOLEY DRIVE
BLOOMFIELD HILLS, MI 48304

PHONE: (248) 464-4300
FAX (1st Floor): (248) 484-4072
FAX (2nd Floor): (248) 338-2842
WEB SITE: <http://www.hrc-engr.com>

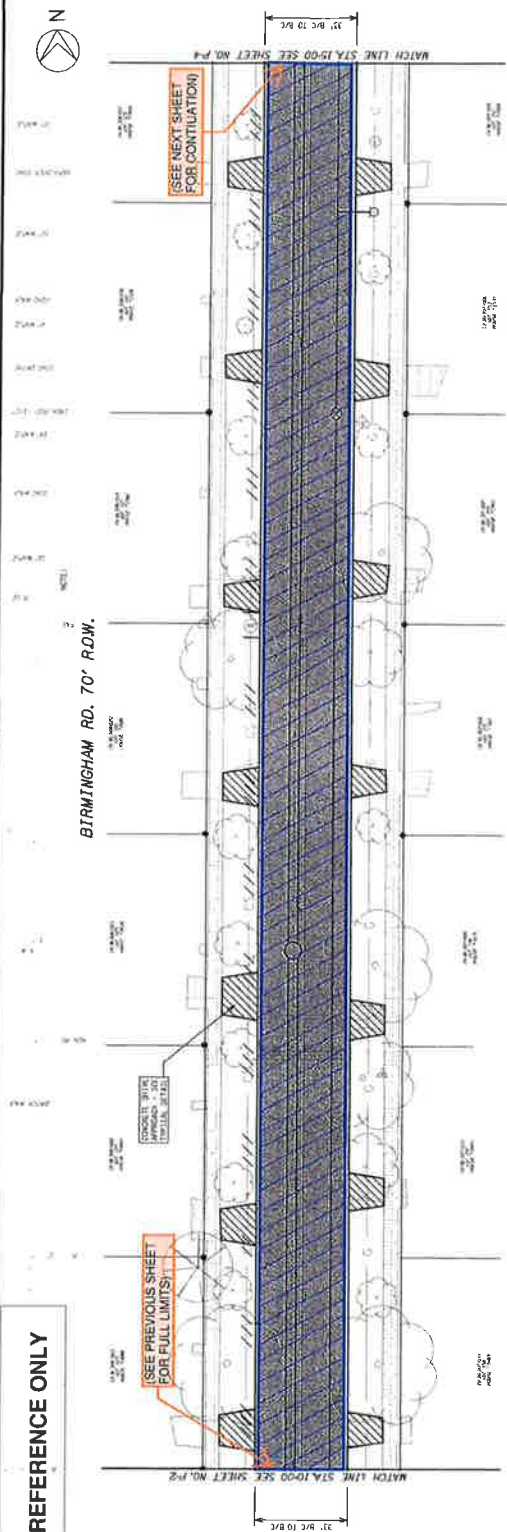
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BIRMINGHAM BLVD. PAVING
STA. 10+00 TO STA. 15+00

BIRMINGHAM BLVD. PAVING
STA. 10+00 TO STA. 15+00

5735

DATE	200	PLATE	P-3
NO.	200	NO.	200



QUANTITIES THIS SHEET:

COLD MILLING HMA 1 5" 1664 SYD
5EML HMA 1 5" 151 TONS

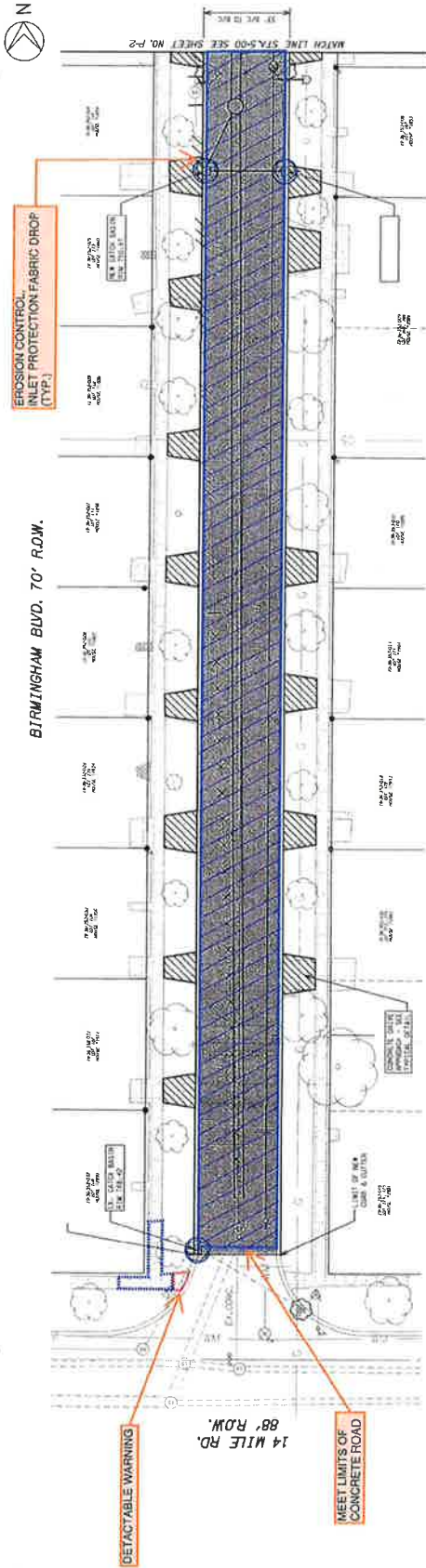
NOTES:

1. CONTRACTOR TO MATCH EXISTING GRADES OF THE PAVEMENT AT THE CURB AND GUTTER EDGE.
2. FULL DEPTH PAVEMENT REMOVAL AND AGGREGATE BASE REPAIR LIMITS TO BE DIRECTED BY CITY.
3. PROVIDE 24" BUTT JOINT AT LIMITS OF PAVING WHERE ADJOINING PAVEMENT IS ASPHALT

LEGEND:

- | | |
|---|---|
|  | LIMITS OF 1 1/2" COLD MILLING AND 1 1/2" SEMI-HMA OVERLAY |
|  | LIMITS OF 4" CONCRETE SIDEWALK REPLACEMENT |
|  | LIMITS OF 6" CONCRETE RAMP REPLACEMENT |
|  | EROSION CONTROL, INLET PROTECTION FABRIC DROP |

FOR REFERENCE ONLY

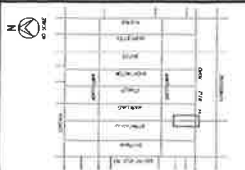


City of Birmingham
191 Martin Street
Birmingham, MI 48012-3101

Village of Beverly Hills
18400 West 13 Mile Road
Beverly Hills, MI 48027

HRC
Hudson & Clark, Inc.
13000 West 13 Mile Road
Beverly Hills, MI 48027
48027-1800
www.hudsonandclark.com

DATE	10/1/14
PROJECT	ACACIA PARK DRAINAGE IMPROVEMENTS
LOCATION	14 MILE RD. TO STA. 5+00
CONTRACT	14 MILE RD. TO STA. 5+00
DESIGNED BY	Hudson & Clark, Inc.
CHECKED BY	Hudson & Clark, Inc.
APPROVED BY	Hudson & Clark, Inc.



CITY OF BIRMINGHAM
VILLAGE OF BEVERLY HILLS
ACACIA PARK
DRAINAGE IMPROVEMENTS
PHASE TWO

14 MILE RD. TO STA. 5+00
S733
DATE: 10/1/14
SCALE: 1"=40'

LEGEND:

- LIMITS OF 1.5" COLD MILLING AND 1.5" SEMI HMA OVERLAY
- LIMITS OF 4" CONCRETE SIDEWALK REPLACEMENT
- LIMITS OF 6" CONCRETE RAMP REPLACEMENT
- EROSION CONTROL, INLET PROTECTION FABRIC DROP

QUANTITIES THIS SHEET:

EROSION CONTROL INLET PROTECTION FABRIC DROP	3 EA
COLD MILLING HMA 1.5"	1517 SYD
SEMI HMA 1.5"	136 TONS
DETECTABLE WARNING SURFACE	5 LF
CONC. SIDEWALK REMOVE	200 SF
CONC. RAMP REMOVE	25 SF
SIDEWALK CONCRETE 4 inch	200 SF
RAMP CONCRETE 6 inch	25 SF

NOTES:

- CONTRACTOR TO MATCH EXISTING GRADES OF THE PAVEMENT AT THE CURB AND GUTTER EDGE.
- FULL DEPTH PAVEMENT REMOVAL AND AGGREGATE BASE REPAIR LIMITS TO BE DIRECTED BY CITY.
- PROVIDE 24" BUTT JOINT AT LIMITS OF PAVING WHERE ADJOINING PAVEMENT IS ASPHALT

FOR REFERENCE ONLY



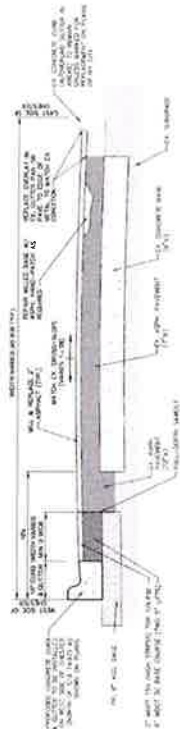
QUANTITIES THIS SHEET

EROSION CONTROL, INLET PROTECTION FABRIC DROP	4 EA
COLD MILLING HMA 1.5"	1270 SYD
SEMI-HMA 1.5"	115 TONS
WATERBORNE PAVEMENT MARKING 24" STOP BAR, WHITE	27 FT
WATERBORNE PAVEMENT MARKING 24" CROSS HATCHING, WHITE	35 FT
WATERBORNE PAVEMENT MARKING 4", WHITE	260 FT
WATERBORNE PAVEMENT MARKING 4", BLUE	54 FT
WATERBORNE PAVEMENT MARKING 4", YELLOW	302 FT
BUTT JOINT, 24"	32 LF

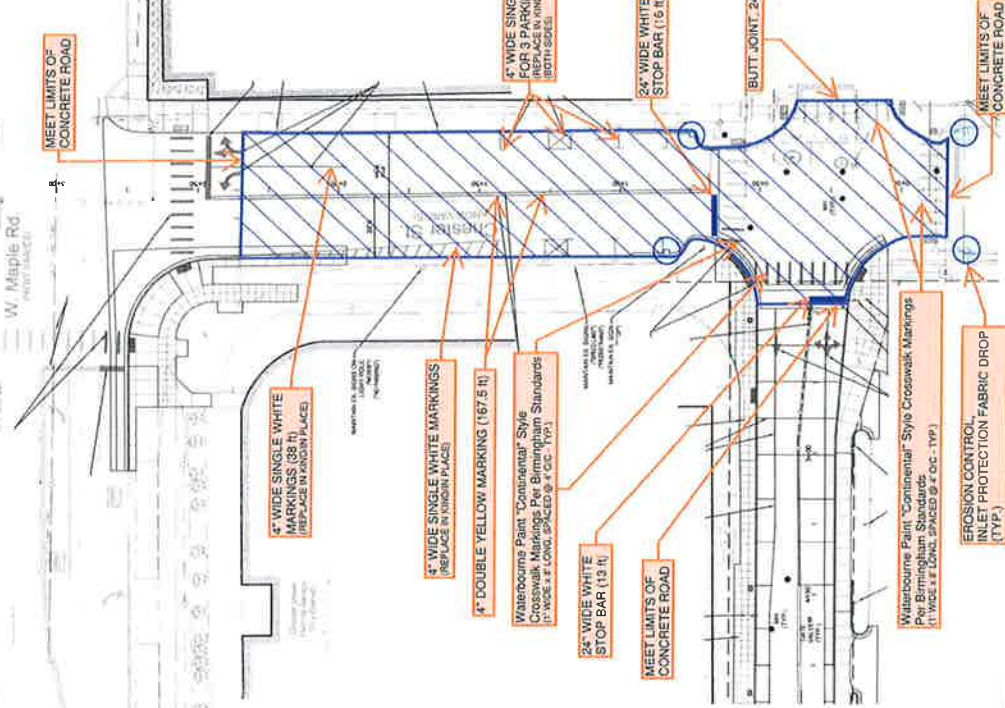
NOTES:

1. CONTRACTOR TO MATCH EXISTING GRADES OF THE PAVEMENT AT THE CURB AND GUTTER EDGE.
2. FULL DEPTH PAVEMENT REMOVAL AND AGGREGATE BASE REPAIR LIMITS TO BE DIRECTED BY CITY.
3. PROVIDE 24" BUTT JOINT AT LIMITS OF PAVING WHERE ADJOINING PAVEMENT IS ASPHALT.

EX. CROSS-SECTION FOR REFERENCE ONLY



W. Maple Rd



PROJECT
2024 Resurfacing Program
Contract #2-24(P)

CITY OF BIRMINGHAM
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Southwest 1/4 of
Section 25, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

SHEET
Chester St. Resurfacing Plan



DATE
March 5, 2024

DRAWN BY
A.L. Alphas
REVIEWED BY
Cory Burton
APPROVED BY
Melissa Cetta
DATE
March 5, 2024
SCALE
1" = 20'

SHEET NO.
2-24(P)
C1

FOR REFERENCE ONLY

HENRIETTA ST.
(50' R.O.W.)

77

BROWN ST.
(50' R.O.W.)

QUANTITIES THIS SHEET:

EROSION CONTROL INLET PROTECTION FABRIC DROP	6 EA
COLD MILLING HMA 1.5"	1701 SYD
SEML HMA 1.5"	154 TONS
DETECTABLE WARNING SURFACE	10 LF
CONCRETE SIDEWALK REMOVE	125 SF
CONCRETE RAMP REMOVE	50 SF
SIDEWALK CONCRETE, 4 INCH	125 SF
RAMP CONCRETE, 6 INCH	50 SF
WATERBORNE PAVEMENT MARKING 24" STOP BAR, WHITE	12 FT
BUTT JOINT, 24"	83 LF

LEGEND:

- LIMITS OF 1.5" COLD MILLING AND 1.5" SEML HMA OVERLAY
- LIMITS OF 4" CONCRETE SIDEWALK REPLACEMENT
- LIMITS OF 6" CONCRETE RAMP REPLACEMENT
- EROSION CONTROL INLET PROTECTION FABRIC DROP

EX. CROSS-SECTION
FOR REFERENCE ONLY



CROSS SECTION #1

NOTES:
1. CONTRACTOR TO MATCH EXISTING GRADES OF THE PAVEMENT AT THE CURB AND GUTTER EDGE.
2. FULL DEPTH PAVEMENT REMOVAL AND AGGREGATE BASE REPAIR LIMITS TO BE DIRECTED BY CITY.
3. PROVIDE 24" BUTT JOINT AT LIMITS OF PAVING WHERE ADJOINING PAVEMENT IS ASPHALT.

ORCHARD, HILTZ & MCCLIMENT, INC.
CONSULTING ENGINEERS
1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
FAX: 303.733.1112
www.orchardhiltz.com

1998 S.A.D. PAVING
HENRIETTA STREET
STA. 4+00 TO STA. 6+57
CITY OF SPRINGFIELD

DATE: 11-10-00
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

003-11-00

APPENDIX D

Plans

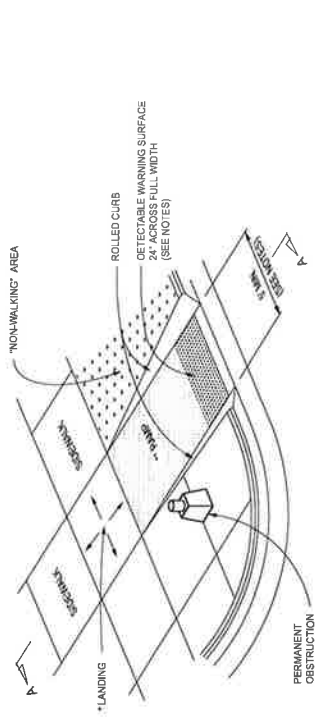
Division 4: Barnum Park Parking Lot

APPENDIX E

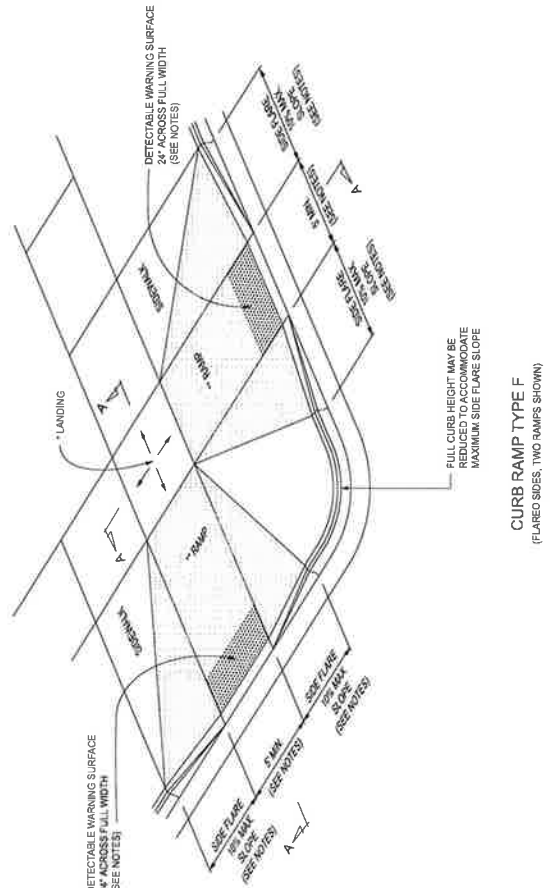
MDOT Sidewalk and Ramp Detectable Warning Detail

* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.1%. RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



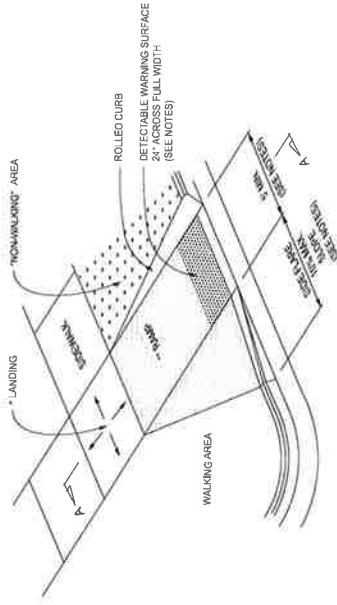
CURB RAMP TYPE R
(ROLLED SIDES)



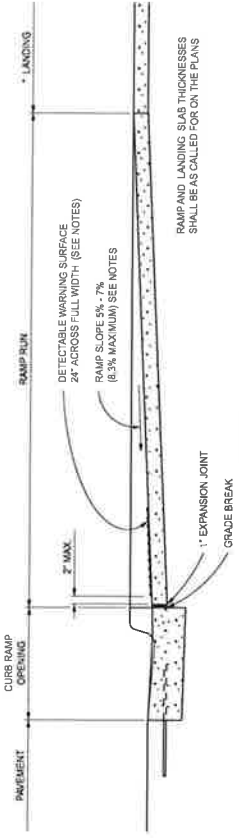
CURB RAMP TYPE F
(FLARED SIDES, TWO RAMPS SHOWN)

* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.1%. RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



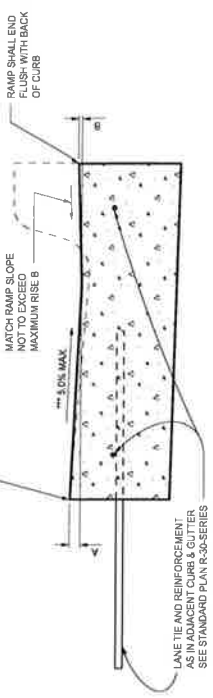
CURB RAMP TYPE RF
(ROLLED / FLARED SIDES)



SECTION A-A

CURB TYPE	MAXIMUM (INCHES)	A	B
B1	1	1	1
B2	1	1	1
B3	1	1	1
D1	1	1	1
D2	1	1	1
D3	1	1	1
C1	1	1	1
C2	1	1	1
C3	1	1	1
C4	1	1	1
C5	1	1	1
C6	1	1	1
F1	1	1	1
F2	1	1	1
F3	1	1	1
F4	1	1	1
F5	1	1	1
F6	1	1	1

*** TRANSITION ADJACENT CUTTER PAN CROSS SECTION TO PROVIDE 5% MAXIMUM SLOPE ACROSS THE RAMP OPENING.



SECTION THROUGH CURB RAMP OPENING
(TYPICAL ALL RAMP TYPES)

APPROVED BY: _____ DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: _____ DIRECTOR, BUREAU OF DEVELOPMENT

STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS

(SPECIAL DETAIL) 11/08/2023 PLAN DATE

PHWA APPROVAL

R-28-K

SHEET 1 OF 7

MDOT
Michigan Department of Transportation

DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, P.E.

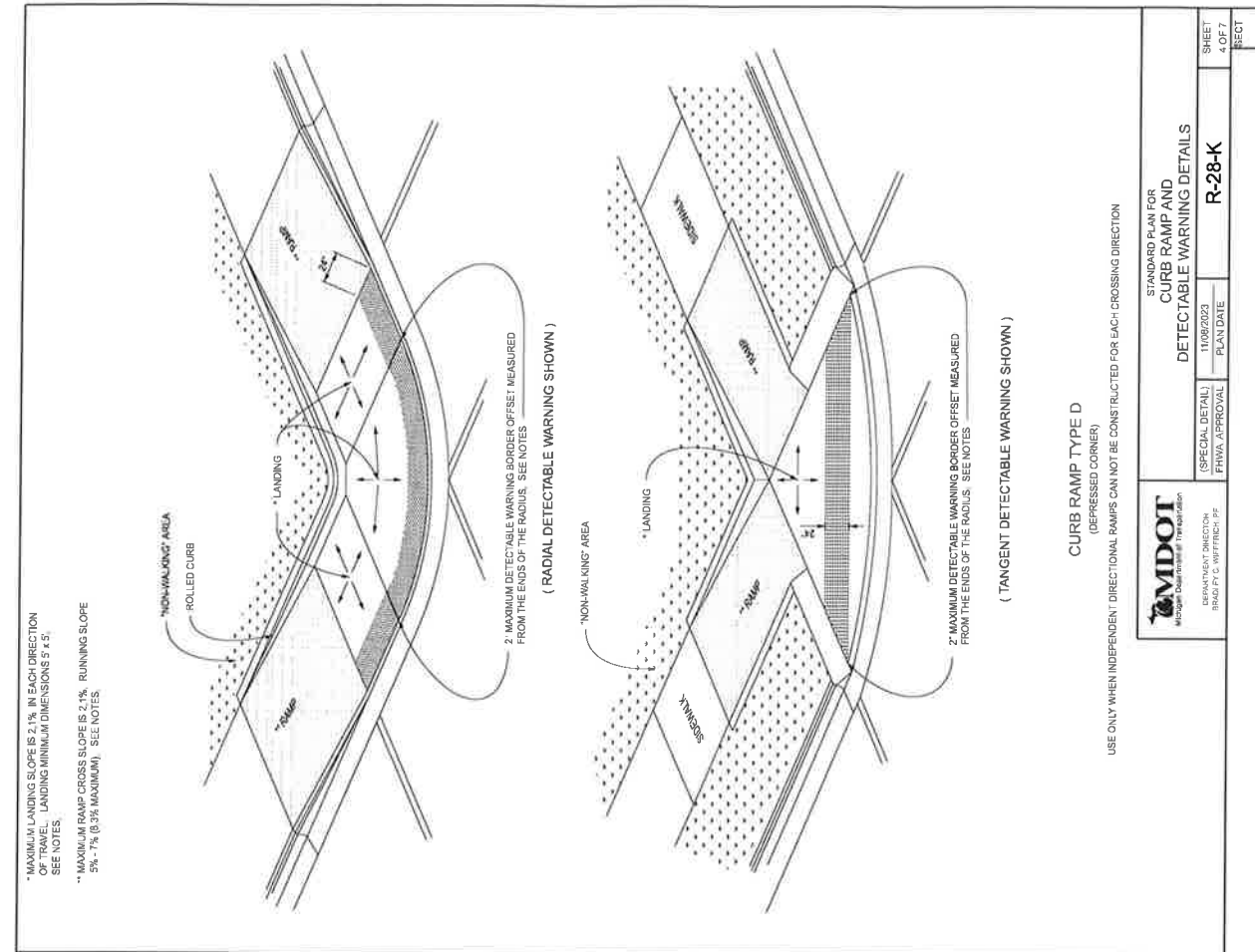
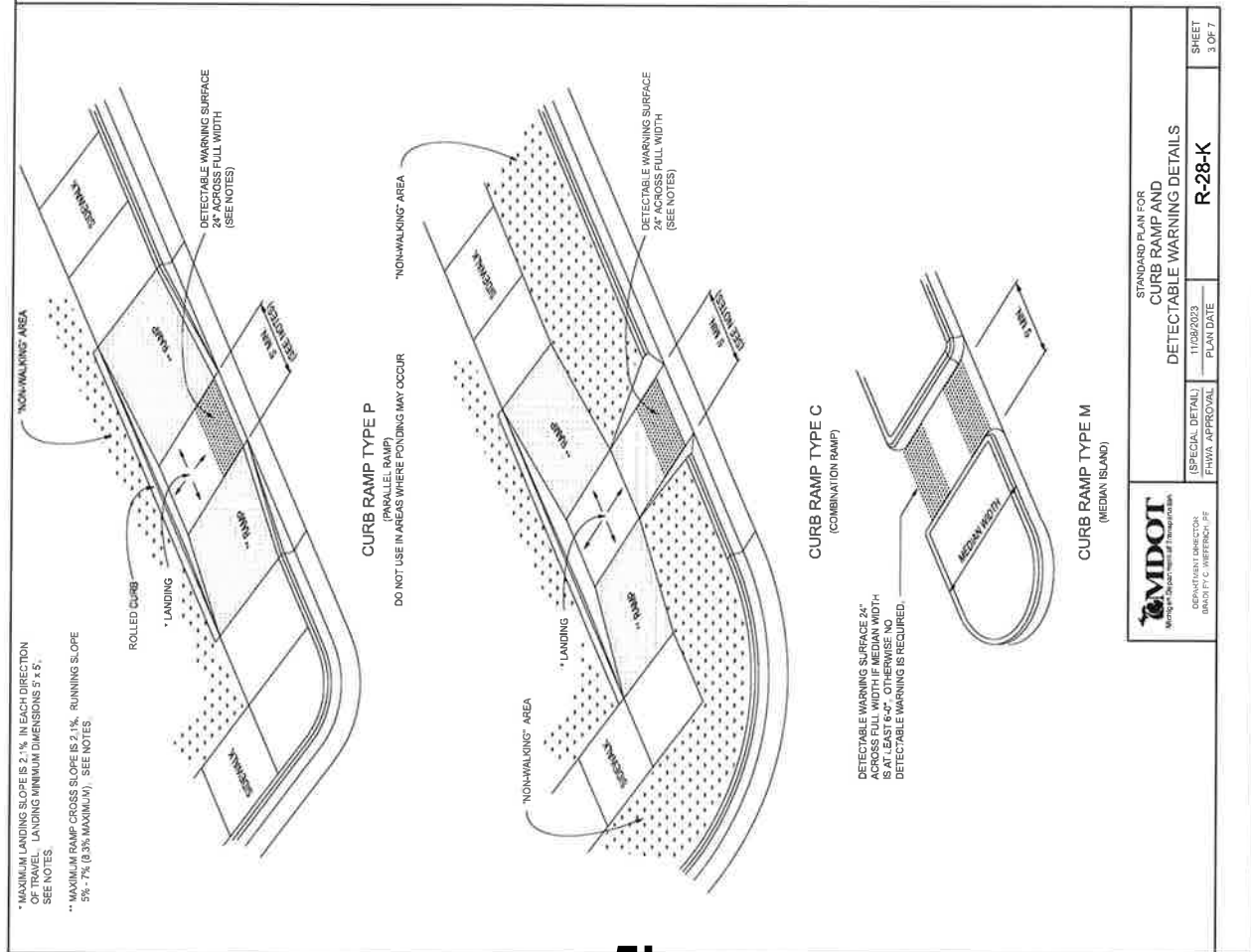
STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS

(SPECIAL DETAIL) 11/08/2023 PLAN DATE

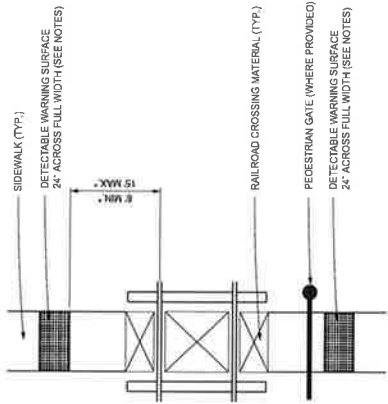
PHWA APPROVAL

R-28-K

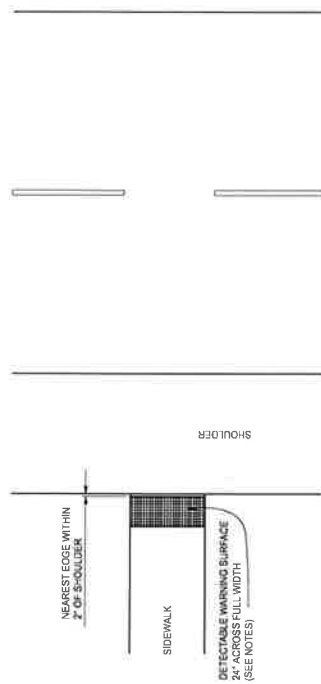
SHEET 2 OF 7



* THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE RAIL CROSSING IS 6" MINIMUM AND 15" MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. DO NOT PLACE DETECTABLE WARNING ON RAILROAD CROSSING MATERIAL.

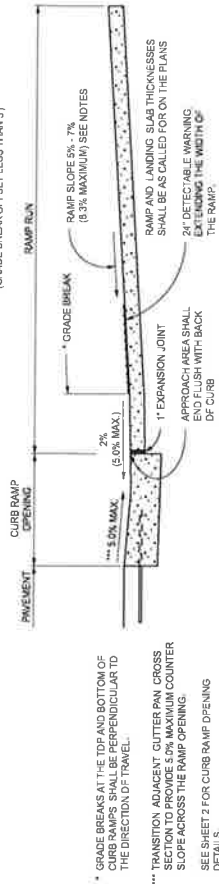
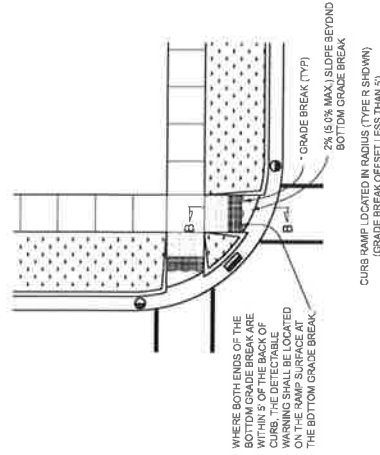
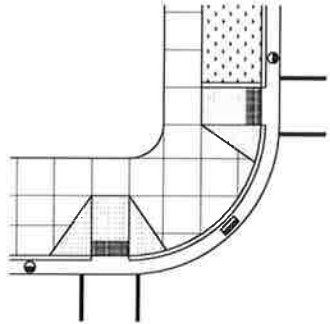
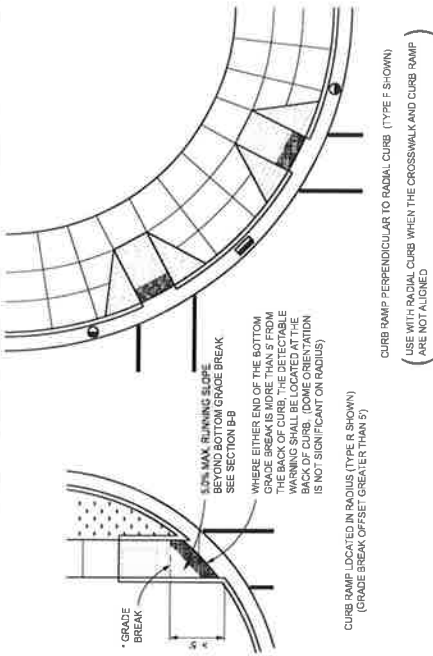


DETECTABLE WARNING AT RAILROAD CROSSING



DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

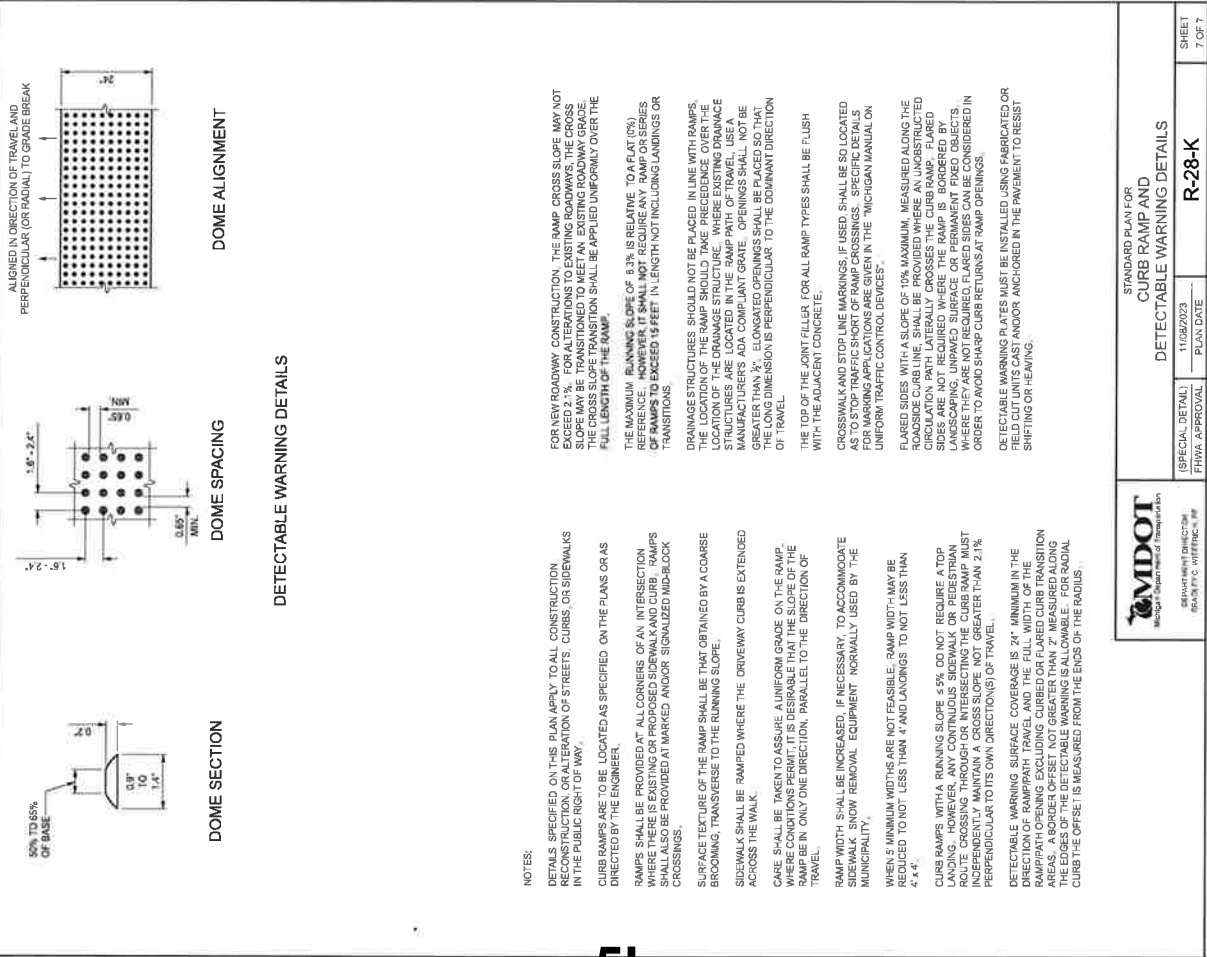
LEGEND	
	SLOPED SURFACE
	DETECTABLE WARNING
	"NON-WALKING" AREA
	CROSSWALK MARKING
	PREFERRED LOCATION OF DRAINAGE INLET (TYP.)
	ALTERNATE LOCATION OF DRAINAGE INLET (TYP.)



SECTION B-B CURB RAMP ORIENTATION

STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS		R-28-K	
(SPECIAL DETAIL) FHWA APPROVAL	11/08/2023 PLAN DATE	SHEET 5 OF 7	SECTION

STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS		R-28-K	
(SPECIAL DETAIL) FHWA APPROVAL	11/08/2023 PLAN DATE	SHEET 6 OF 7	SECTION





MEMORANDUM

Planning Division

DATE: May 24, 2024

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 260 N. Old Woodward – Coterie (formerly “The Morrie”) – Special Land Use Permit Amendment (Ownership Change)

INTRODUCTION:

The applicant has submitted a Special Land Use Permit Amendment application to change ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption in Downtown Birmingham. The subject site, Coterie (formerly “The Morrie”), is located on the east side of N. Old Woodward between Hamilton Row and Oakland.

The transfer of ownership will not include any changes to the use of the business/property, nor will any changes in the site/property occur as a result of this transfer. If approved, the Special Land Use Permit would be transferred from The Morrie Birmingham, LLC (The Morrie) to Old Woodward STA, LLC (Coterie).

BACKGROUND:

On July 23, 2018 ([Agenda](#) – [Minutes](#)), the City Commission moved to approve the original Special Land Use, Final Site Plan and Design Review application for The Morrie.

On September 20, 2021 ([Agenda](#) – [Minutes](#)), the City Commission approved a Special Land Use Permit Amendment, Final Site Plan and Design Review application for a new outdoor dining platform at The Morrie in the N. Old Woodward right-of-way with no other changes to the operation of the establishment or the building.

LEGAL REVIEW:

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

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUSTAINABILITY:

Not applicable.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit Reviews, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on June 3, 2024. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site.

SUMMARY:

The Planning Division requests that the City Commission consider the Special Land Use Permit Amendment for 260 N. Old Woodward to transfer ownership and update the Special Land Use Permit with the new owner, Old Woodward STA, LLC (Coterie).

ATTACHMENTS:

Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Police Department Report
- Application Materials
- Approved Site/Design Plans (2021)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Special Land Use Permit Amendment for 260 N. Old Woodward to transfer ownership and update the Special Land Use Permit with the new owner, Old Woodward STA, LLC.

AND

Make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Old Woodward STA, LLC (Coterie). To approve the request for a transfer of ownership of the Class C liquor license, with Sunday sales, outdoor service area, dance and entertainment permit from The Morrie Birmingham, LLC (The Morrie) located at 260 N Old Woodward, MI to Old Woodward STA, LLC (Coterie) that will be located at the same address.

COTERIE
260 N. Old Woodward
Special Land Use Permit Amendment 2024

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for The Morrie at 260 N. Old Woodward on July 23, 2018 and granted a Special Land Use Permit Amendment on September 20, 2021;

WHEREAS, A Special Land Use Permit Amendment application was filed in April 2024 for approval of the transfer of ownership and name change of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 260 N. Old Woodward from The Morrie Birmingham, LLC (The Morrie) to Old Woodward STA, LLC (hereinafter referred to as "Coterie");

WHEREAS, The name of the establishment located at 260 N. Old Woodward is proposed to change from "The Morrie" to "Coterie" with no changes to premises or the operations at 260 N. Old Woodward;

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

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

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

WHEREAS, The applicant has stated that there will be no modification to the premises, structurally, and that the applicant will continue the menu and design submitted under the original Special Land Use Permit, thus not necessitating a Final Site Plan and Design Review at the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on June 3, 2024, and has reviewed Coterie's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

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

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

1. Coterie shall abide by all provisions of the Birmingham City Code;
2. Coterie shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2018 and 2021; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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

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

BE FURTHER RESOLVED that Coterie is recommended for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 260 N. Old Woodward from The Morrie Birmingham, LLC (The Morrie) to Old Woodward STA, LLC (Coterie), above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on June 3, 2024.

Alexandria Bingham
City Clerk

CONTRACT FOR A LIQUOR LICENSE FOR 260 N. OLD WOODWARD – COTERIE

This Contract is entered into this 23 day of May, 2024 by and between **OLD WOODWARD STA, LLC**, whose address is 29850 Northwestern Highway Suite 200, Southfield MI 48034 (Licensee), **THE PALLADIUM OF BIRMINGHAM, LLC**, whose address is 4036 Telegraph Road Suite 201. Bloomfield Hills MI, 48302 (Property Owner), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (City).

RECITALS:

WHEREAS, A Special Land Use Permit Amendment application was filed in April 2024 for approval of the transfer of ownership and name change of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 260 N. Old Woodward from The Morrie Birmingham, LLC to Old Woodward STA, LLC;

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

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

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

WHEREAS, The applicant has stated that there will be no modification to the premises, structurally, and that the applicant will continue the menu and design submitted under the original Special Land Use Permit, thus not necessitating a Final Site Plan and Design Review at the Planning Board;

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for The Morrie at 260 N. Old Woodward on July 23, 2018 and granted a Special Land Use Permit Amendment on September 20, 2021;

WHEREAS, The name of the establishment located at 260 N. Old Woodward is proposed to change from "The Morrie" to "Coterie" with no changes to premises or the operations at 260 N. Old Woodward;

WHEREAS, The Birmingham City Commission has conducted a public hearing on June 3, 2024, and has reviewed Coterie's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, the parties agree as follows:

1. Licensee has a state issued liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the City of Birmingham shall require the approval of the Birmingham City Commission in accordance with Section 10-83 of the City of Birmingham Code of Ordinances. In addition, any expansion of the Property shall also require the approval of the Birmingham City Commission.
2. Licensee further acknowledges that it must maintain a Special Land Use Permit for the sale of alcoholic liquors for on premise consumption as required by the Birmingham City Code of Ordinances. It is agreed that Licensee shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Licensee further acknowledges and agrees that a violation of any provision of the Special Land Use Permit or the Michigan Liquor Control Code is a violation of the terms of this contract entitling the City to exercise any or all of the remedies provided herein.
3. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the number of interior or exterior seats, etc.
4. Licensee acknowledges that outdoor dining is permitted with a valid Outdoor Dining License which is applied for and granted annually.
5. Licensee agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.
6. Licensee further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.
7. Licensee agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.
8. Licensee agrees that its failure to follow any of the provisions herein may be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the Special Land Use Permit, either of which would prohibit Licensee from operating the establishment. Licensee agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

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

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

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

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

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

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

- a. Licensee shall abide by all provisions of the Birmingham City Code;
- b. Licensee shall comply shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2018 and 2021; and

- c. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

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

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

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

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

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

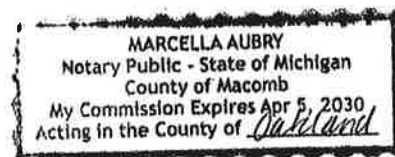
OLD WOODWARD STA, LLC (Licensee)

By: RF
Its: Manager
Date: 05-21-2024

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 21 day of May, 2024, before me personally appeared Randy Foruma who acknowledged that with authority on behalf OLD WOODWARD STA, LLC to do so signed this Agreement.

Marcella Aubry
Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My commission expires: 4/5/2030



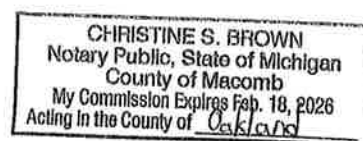
THE PALLADIUM OF BIRMINGHAM, LLC (Property Owner)
(as to paragraph 10 only)

By: AA
Its: Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 23rd day of May, 2024, before me personally appeared Jordan Janna, who acknowledged that with authority on behalf of THE PALLADIUM OF BIRMINGHAM, LLC to do so signed this Agreement.

Christine S. Brown
Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My commission expires: 2-18-26



CITY OF BIRMINGHAM

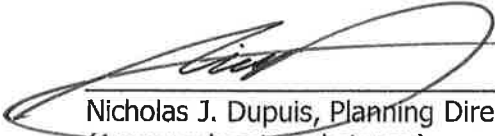
By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

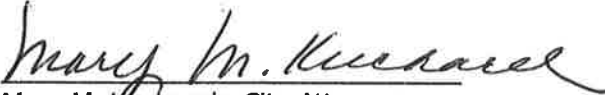
APPROVED:



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



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



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



MEMORANDUM

Police Department

DATE: May 07, 2024

TO: Jana L. Ecker, City Manager

FROM: Chris Koch, Investigative Captain

APPROVED: Scott A. Grewe, Chief of Police

SUBJECT: Old Woodward STA, LLC doing business as Coterie Kitchen & Cocktail. Is requesting approval to transfer ownership of a Class C Liquor License from the Morrie Birmingham, LLC located at 260 N Old Woodward, Birmingham MI.

INTRODUCTION:

The Police Department received a request from the Law Offices of Mekani, Orow, Mekani, Shallal & Hindo for a transfer of a class C liquor license. Old Woodward STA, LLC, which will do business as Coterie Kitchen & Cocktail, is requesting approval to transfer ownership which will remain in the same location, of a Class C License from The Morrie Birmingham, LLC, located at 260 N Old Woodward, Birmingham MI. Old Woodward STA, LLC is requesting the following permits: Sunday sales (AM/PM) permit, outdoor service area permits, dance permit, and entertainment permit. Old Woodward STA, LLC, has paid the initial liquor license application fee of \$1,500.00 for a business that serves alcoholic beverages for consumption on the premises per Chapter 1, Section 1-16 (fee schedule) of the Birmingham City Code. Old Woodward STA, LLC. Old Woodward STA, LLC (Coterie Kitchen & Cocktail) will have one owner as listed below:

Members

Membership

Randy Foumia

100%

Chapter 10 (Alcoholic Liquors), Section 10-42 of the Birmingham City Code requires that "any and all transfers of a liquor license for consumption of intoxicating liquor on premises require the approval of the City Commission of any kind including, but not limited to ownership of the license; stock in a corporation that owns a license; interest in a license through any entity; or location of the licensed premises."

BACKGROUND:

Randy Fournia is the sole member of Old Woodward STA, LLC. Coterie Kitchen & Cocktail proposed hours of operation will be from 11:00 am to 2:00 am Monday through Sunday.

Old Woodward STA, LLC will expend \$1,300,000.00 for the liquor license, renovation of the space, and the installation of furniture, fixtures, and equipment. Old Woodward STA, LLC will continue the lease with the landlord, The Palladium of Birmingham, LLC, which was signed in 2019 for a duration of 11 years. The purchase of the liquor license will be funded by the Athens Plaza, LLC (Amer Asmer)

A background check was conducted on Randy Fournia using the Law Enforcement Information Network (LEIN), the Court's Law Enforcement Management Information System (CLEMIS), and no negative information was uncovered. I was able to verify that funds were available in the account for Athens Plaza, LLC with Independent Bank. The application for the liquor license with the Michigan Liquor Control Commission (MLCC) is pending at the time of this report.

LEGAL REVIEW:

The City Attorney has no objections.

FISCAL IMPACT:

\$1,500.00 liquor license application fee received.

SUSTAINABILITY:

Not-applicable

PUBLIC COMMUNICATIONS:

Not-applicable

SUMMARY:

Old Woodward STA, LLC is requesting a transfer of a class C liquor license. Old Woodward STA, LLC, will do business as Coterie Kitchen & Cocktail. They're requesting approval to transfer ownership of a Class C License from The Morrie Birmingham, LLC, located at 260 N Old Woodward, Birmingham, MI to Old Woodward STA, LLC. Old Woodward STA, LLC is requesting the following permits: Sunday sales (AM/PM) permit, outdoor service area permits, dance permit, and an entertainment permit. Old Woodward STA, LLC submitted the Special Land Use Permit ("SLUP") application required under the Ordinance.

ATTACHMENTS:

Not-applicable

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Old Woodward STA, LLC. To approve the request for a transfer of ownership of the Class C liquor license, with Sunday sales, outdoor service area, dance and entertainment permit from The Morrie Birmingham, LLC located at 260 N Old Woodward, MI to Old Woodward STA, LLC that will be located at the same address.

Joseph A. Shallal
Neb Mekani
John J. Orow
John N. Hindo
Alexander Shallal
Anthony Shallal

Law Offices Of
**MEKANI, OROW, MEKANI,
SHALLAL & HINDO, P.C.**
A Professional Corporation
255 South Old Woodward Ave
Suite 304
Birmingham, MI 48009
Telephone (248) 223-9830
Facsimile (248) 265-4107
joeshallal@momshlaw.com

Of Counsel
Jane Shallal
John I. Kittel

Louie E. Mekani
(1971 – 2000)

April 17, 2024

Via Email

Nicholas Dupuis
City of Birmingham, Planning Director
151 Martin Street
Birmingham, Michigan 48009

Re: SLUP for Old Woodward STA, LLC
Located at 260 N. Old Woodward Avenue Birmingham, MI 48009

Dear Mr. Dupuis,

Please find enclosed the Special Land Use Application and the Notice Signed Rental Application, for the SLUP. The application is merely for a change of ownership. The current licensee, The Morrie Birmingham, LLC, is selling all its business assets to Old Woodward STA, LLC. There will be no modification to the premises, structurally. The new applicant may seek to make minor cosmetic changes to the paint, flooring, and furnishing. The applicant will continue the menu and design submitted under the original SLUP.

If you have any questions, please feel free to contact my office. Thank you.

Respectfully,
Mekani, Orow, Mekani,
Shallal & Hindo, P.C.

Joseph A. Shallal

Joseph A. Shallal

RANDY FOUMIA

CEO

Developer

CONTACT

 248-444-5820

 randyfoumia

 randy@eatpokepoke.com

 www.team-sta.com

Randy Foumia is a seasoned executive with a robust background in the restaurant and real estate industries. He oversees operations across Michigan, and plays a pivotal role in the expansion and management of Pokē Pokē - Sushi Unrolled, with 20 locations spanning across Michigan, Florida, and Texas.

A proud alumnus of St. Mary's High School in Orchard Lake, MI, Randy furthered his education at Oakland University, where he earned a Bachelor's Degree. His entrepreneurial spirit led him to own and operate multiple restaurants and real estate ventures across three states, showcasing his adeptness in managing complex operations and strategic growth.

Randy's deep-rooted passion for the restaurant industry drives his continuous success and expansion efforts. He is eager to leverage his extensive experience and enthusiasm in his latest endeavor, bringing his innovative management and operational strategies to Birmingham.

In addition to his professional pursuits, Randy is dedicated to the culinary arts, always exploring new ways to enhance dining experiences and customer satisfaction. His commitment to excellence not only reflects in his business achievements but also in his contribution to the communities he serves.

Nestled in the heart of downtown Birmingham, the future *Coterie Kitchen + Cocktails* will become a repeat spot for an upscale casual dining experience.

Coterie, by definition, is an intimate and often exclusive group of persons with a unifying common interest or purpose. In this specific case, we are inspired by one uniting idea -- to create a space where people alike can gather, dine and enjoy a blend of flavors and drinks sure to appease the body and mind. From this sentiment, we bring you, *Coterie Kitchen + Cocktails*.

Birmingham. The city alone speaks volumes. We are excited to join neighboring restaurants to further reinforce the strong niche demographic that this city possesses and reaches.

We feel that *Coterie Kitchen + Cocktails* can fill the gap in which the city lacks – a family-oriented day to night neighborhood spot where you can catch the latest game on one of the many TVs at the bar, enjoy a martini on the patio or sit in a comfortable, upholstered booth with your children and order off the kid's menu.



260 N Old Woodward Ave.
Birmingham, MI 48009

coterie

260 N Old Woodward Ave.
Birmingham, MI 48009
dinecoterie.com

Open Daily
11:00 AM - 2:00 AM

appetizers

BANG BANG SHRIMP
TUNA STACK
TUNA NACHOS
MINI LOBSTER ROLLS
SMOKED WINGS
HOT CHICKEN & PICKLES
CASHEW CHICKEN LETTUCE WRAPS
AVOCADO HUMMUS
SOUP DUMPLINGS
BRISKET NACHOS
CRISPY RICE & BRISKET
BEEF & CHEESE EMPANADAS
LAMB KUFTA
CHEESE & CHARCUTERIE BOARD
FRIES TRIO

soups & salads

TOMATO SOUP W/ GRILLED CHEESE
CROUTONS
CHICKEN TORTILLA SOUP
MEDITERRANEAN STUFFED SALAD
BRUSSEL SPROUT CAESAR
CHOPPED ITALIAN SALAD
MODERN WALDORF
SEARED AHI TUNA SALAD
SALAD RUSTIQUE
SUPERFOOD SALAD

mains

FILET
NY STEAK FRITES
FRENCH LAMB CHOPS
CHICKEN PARMESAN
CHICKEN TIKKA
SALMON
BLACKENED MAHI W/ MANGO SALSA
ROASTED EGGPLANT W/ TAHINI
GRILLED BUTTERFLY SHRIMP

pastas & bowls

SHORT RIB BOLOGNESE OVER RIGATONI
CAJUN CHICKEN OVER FETTUCINE
ZIP CREAM OVER RIGATONI
TERIYAKI CHICKEN BOWL
POKE POKE VOLCANO BOWL
CRISPY TOFU BOWL

handhelds

SMASH BURGER
LAMB BURGER
BRISKET STACKED BURGER
FRIED CHICKEN SANDWICH
STEAK SANDWICH
MAHI MAHI SANDWICH
BEYOND BURGER

kids

MAC & CHEESE	GRILLED CHICKEN	CHEESEBURGER
CHICKEN TENDERS	SALMON	CHEESE PIZZA



BIRMINGHAM

Special Land Use Permit Application -- General Planning Division

1. Applicant

Name: OLD WOODWARD STA, LLC (MANAGER RANDY FOUMIA)

Address: 260 N. OLD WOODWARD AVE

BIRMINGHAM, MI 48009

Phone Number: 248-444-5820

Email: randyfoumia@gmail.com

2. Property Owner (☐ same as applicant)

Name: THE PALLADIUM OF BIRMINGHAM, LLC d/b/a J.P. JONNA DEVELOPMENT & MANAGEMENT COMPANY, LLC

Address: 4036 TELEGRAPH RD STE 201

BLOOMFIELD HILLS, MI 48302

Phone Number: _____

Email: jl@ajonna.com

3. Project Contact Person (☐ same as applicant)

Name: RANDY FOUMIA

Address: 260 N. OLD WOODWARD AVE

Phone Number: 248-444-5820

Email: randyfoumia@gmail.com

4. Project Designer/Developer

Name: BIDDISON ARCHITECTURE P.C.

Address: 320 MARTIN ST. STE 10

BIRMINGHAM, MI 48009

Phone Number: 248-554-9500

Email: kb@biddison-ad.com

5. Required Attachments

- One (1) paper copy and of all project plans including:

- Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- Detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- Certified Land Survey;
- Interior floor plans;
- Landscape Plan;

- Photometric Plan;

- Colored elevation drawings for each building elevation;

- One (1) digital copy of all project plans;
- Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- Samples of all proposed materials;
- Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- Current aerial photographs of the site and surrounding properties;
- Proof of ownership;
- Any other data requested by a review board, Planning Department, or other City Departments.

6. Project Information

Address: 260 N. WOODWARD AVENUE BIRMINGHAM, MI 48009

Name of Development: THE PALLADIUM

Parcel ID#: 08-99-00-020-060

Current Use: A-2 Restaurant

Proposed Use: A-2 Restaurant

Area of Site in Acres: 0.00

Current Zoning: B4 w/ D4 overlay

	Yes	No
Is the property located in a floodplain? -----	☐	☒
Is the property within a Historic District? ---	☐	☒
→ If so, which? _____		
Will the project require a variance? -----	☐	☒
→ If so, how many? _____		
Has the project been reviewed by a Board? -----	☐	☒
→ If so, which? _____		

7. Details of the Request for Preliminary Site Plan Review

Change of ownership of the current business known as The Morrie Birmingham. No structural changes will be made.

v. 1/4/23

8. Buildings and Structures

Number of buildings on site: 1
Use of building(s): Commercial

Height of building(s): _____
Number of stories: _____

9. Floor Use and Area (In Square Feet)**Proposed Commercial Uses:**

Total basement floor area: N/A
Total ground floor area: 7,952 sq ft
Square feet per upper floor(s): N/A

Commercial floor area: N/A
Industrial floor area: N/A
Office floor area: N/A
Total floor area: 7,952 sq ft

Proposed Residential Uses:

Total number of units: N/A
Number of two or less room units: N/A
Number of three or more room units: N/A

Residential unit floor area: N/A
Residential amenity floor area: N/A
Unit Type(s): ☐ Rental ☐ Condominiums ☐ Both

Proposed Additions:

Existing total floor area: NONE
Proposed total floor area: NONE

Location of addition(s): ☐ Rooftop ☐ Side ☐ Rear
☐ Front ☐ Other (please specify) N/A

10. Required and Proposed Setbacks

Required front setback: _____
Required rear setback: N/A
Required side setback(s): N/A

Proposed front setback: _____
Proposed rear setback: N/A
Proposed side setback(s): N/A

11. Required and Proposed Parking

Required number of parking spaces: CITY PARKING
Proposed number of parking spaces: CITY PARKING

Typical size of parking spaces: CITY PARKING
Number of barrier free spaces: N/A

12. Landscaping

Description of proposed landscaping: _____
Existing planters

☒ I have reviewed the City of Birmingham's Prohibited Species in Article 4, Section 4.20 of the Zoning Ordinance

13. Streetscape

Required sidewalk width: 5' 0"
Required benches: _____
Required street trees: _____
Required street lights: _____
Required trash receptacles: _____
Required bike racks: _____

Proposed sidewalk width: _____
Proposed benches: _____
Proposed street trees: _____
Proposed street lights: _____
Proposed trash receptacles: _____
Proposed bike racks: _____

14. Loading

Required loading spaces: N/A
Required dimensions: N/A

Proposed loading spaces: N/A
Proposed dimensions: N/A

15. Waste Receptacles

Location of waste receptacle(s): _____
Within the patio space

Types of waste receptacles: ☒ Dumpster ☒ Recycling
☐ Compactor ☐ Cans ☐ Grease ☐ Other

v. 1/4/23

16. Mechanical Equipment

Rooftop Mechanical Equipment:

Description of location of units on rooftop: _____

Number of units: _____

Types of units: _____

Ground Mounted Mechanical Equipment:

Description of location of units on ground: _____

Number of units: _____

Types of units: _____

Utilities and Transformers:

Description of location of units on ground: _____

Number of units: _____

Types of units: _____

17. Lighting

Location of light fixtures: _____

Within the city sidewalk and patio area _____

Types of light fixtures: ☐ Spot ☐ Flood ☐ Area

☐ Bollard ☐ In-grade ☐ Goosenecks ☐ Lanterns

☐ Security ☒ Pole-Mounted ☐ Wall Pack ☐ Other

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with the same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Property Owner: _____

Date: 4/16/2024

Print Name: Jordan Jorrie

Signature of Applicant: _____

Date: 4.3.24

Print Name: Randy Fournia

Signature of Architect: _____

Date: 4/1/24

Print Name: Kevin Biddison

Office Use Only

Application #: _____

Date Received: _____

Fee: \$ _____

Date of Approval: _____

Date of Denial: _____

Reviewed By: _____



BIRMINGHAM

Notice Sign Rental Application Community Development

1. Applicant

Name: OLD WOODWARD STA, LLC (MANAGER RANDY FOUNIA)
Address: 280 N. OLD WOODWARD AVE
BIRMINGHAM, MI 48009
Phone Number: 205-444-5820
Email: randyfounia@gmail.com

2. Property Owner (☐ same as applicant)

Name: THE PALLADIUM OF BIRMINGHAM, LLC (JONIA DEVELOPMENT & MANAGEMENT COMPANY, LLC)
Address: 4038 TELEGRAPH RD STE 201
BLOOMFIELD HILLS, MI 48302
Phone Number: _____
Email: jf@ajonna.com

3. Project Information

Address: 280 N. OLD WOODWARD AVE
Name of Development: THE PALLADIUM
Parcel ID#: 00-09-00-020-060
Current Use: A-2 Restaurant
Proposed Use: A-2 Restaurant
Area of Site in Acres: 0.00
Current Zoning: B4 with D4 overlay

	Yes	No
Is the property located in a floodplain? -----	☐	☒
Is the property within a Historic District? ---	☐	☒
→ If so, which? _____		
Will the project require a variance? -----	☐	☒
→ If so, how many? _____		
Has the project been reviewed by a Board? ☐	☐	☒
→ If so, which? _____		

4. Date of Board/Commission Review

City Commission: _____
Planning Board: _____
Historic District Commission: _____
Design Review Board: _____

Board of Zoning Appeals: _____
Advisory Parking Committee: _____
Multimodal Transportation Board: _____
Other: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: _____

Date: 4.3.24

Office Use Only

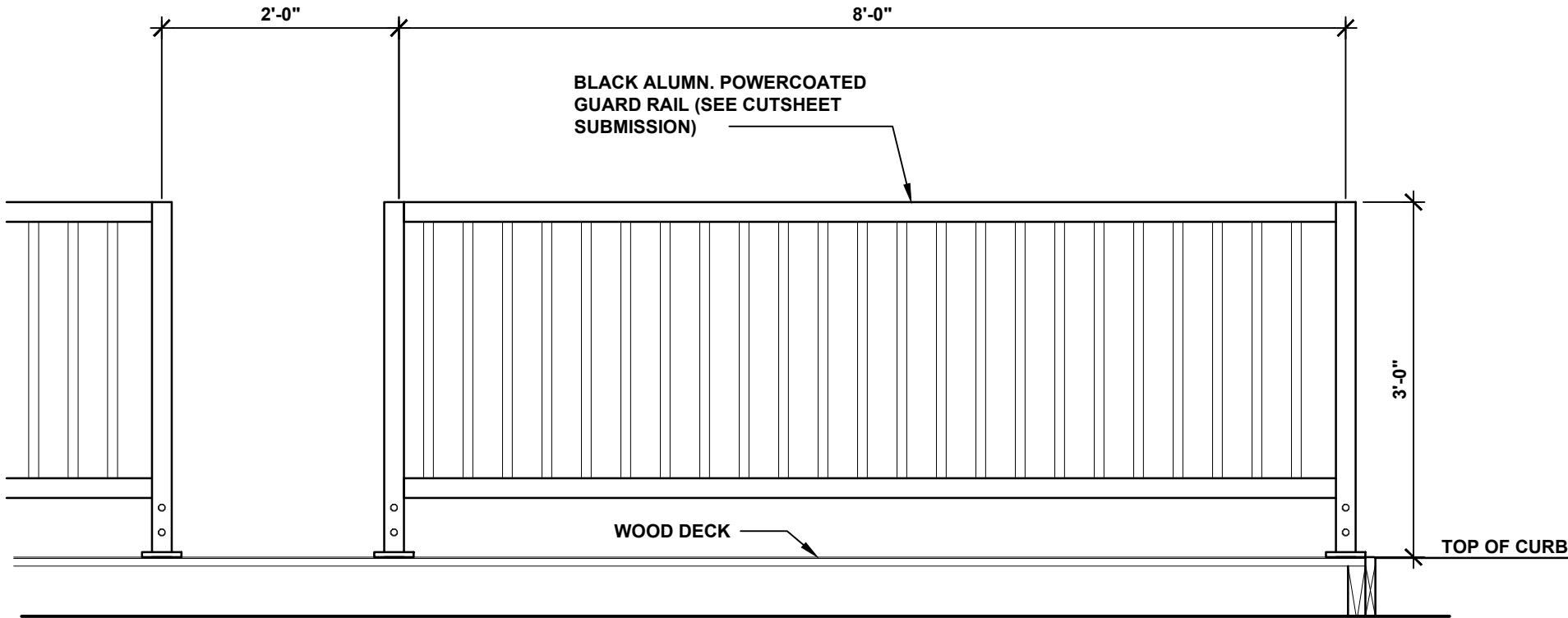
Application #: _____	Date Received: _____	Fee: \$ _____
Date of Approval: _____	Date of Denial: _____	Reviewed By: _____



101.01
SP.101

TYP. PATIO TABLE SETUP

SCALE: NTS



101.01
SP.101

GUARD RAIL PATIO ELEVATION

SCALE: NTS



101.01
SP.101

PROPOSED PATIO STREET VIEW

SCALE: NTS

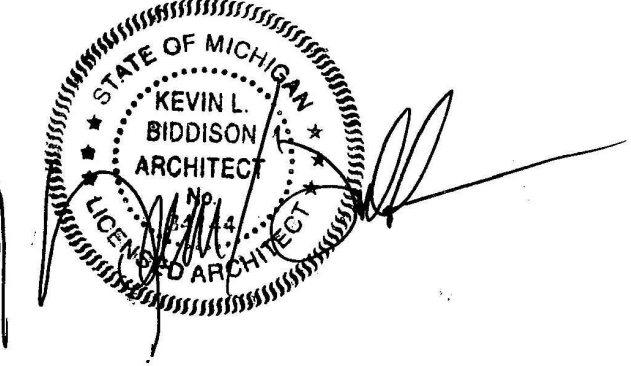
PROPOSED BUILDING RENOVATION FOR:

The Morrie
Birmingham

260 N. Old Woodward
Birmingham, Michigan

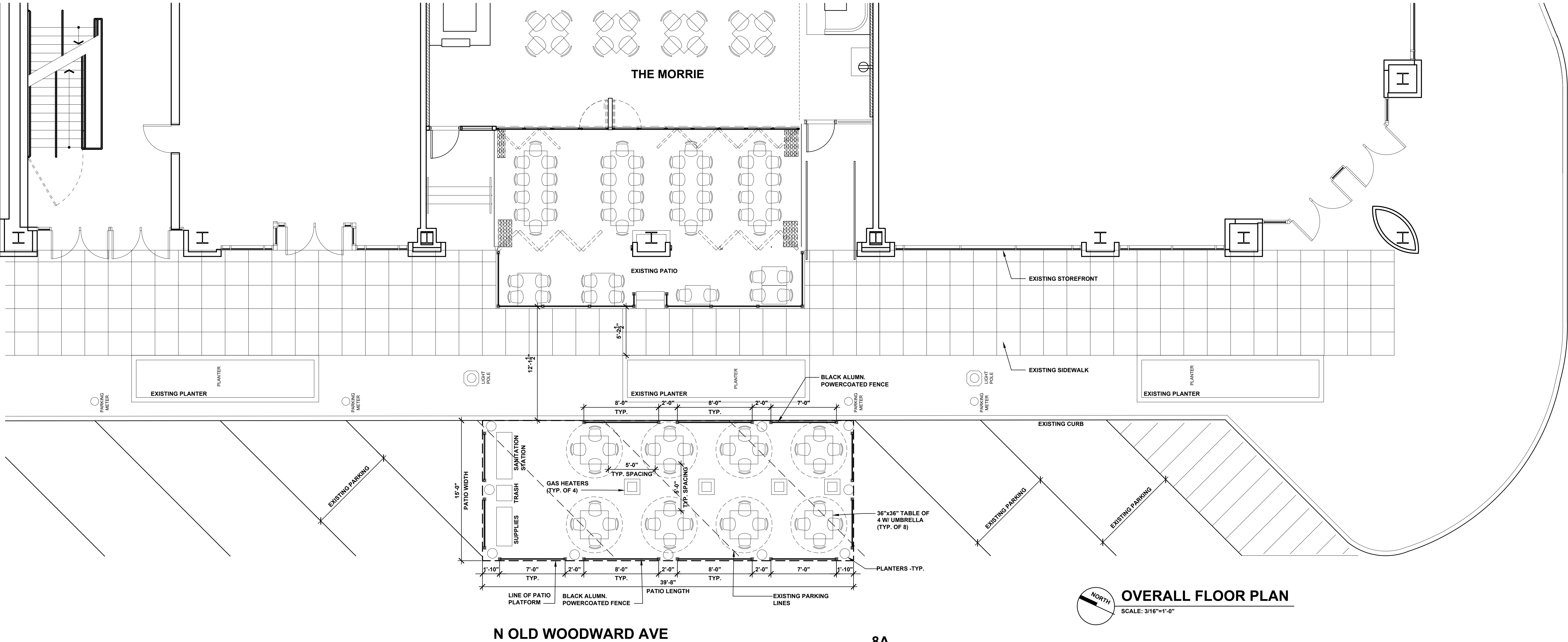
EXTERIOR PATIO PERMIT 08.05.21
REVISION PER CITY 08.25.21
REVISION PER CITY 09.14.21

PROPOSED PATIO
PLAN AND DETAILS

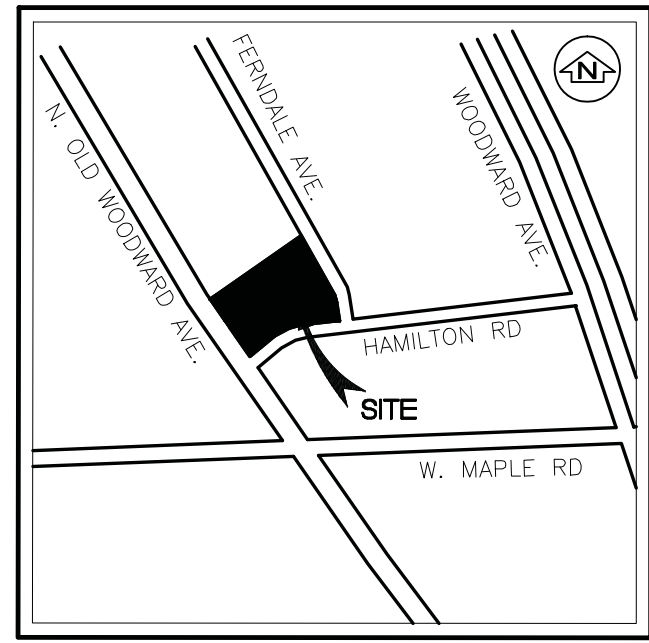
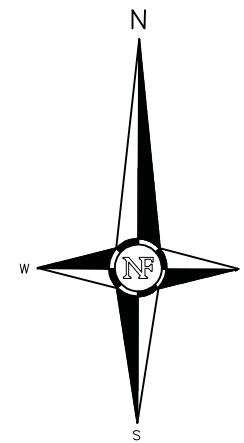


2010.18

SP.101



N OLD WOODWARD AVE



LOCATION MAP



NOWAK & FRAUS ENGINEERS

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

LEGAL DESCRIPTION

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

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

PARCEL 2:

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

Tax Id No. 19-25-453-011

BASIS OF BEARING NOTE

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

TITLE NOTES

Subject to:

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

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

SITE DATA

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

Zoned: B4 (Business-Residential)

Building Setbacks:

Front= 0'

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

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

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

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

20 feet when adjacent to a residential zoning district

Max. Building Height permitted: 5 stories/60'

Total Parking: No onsite parking.

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

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

FLOOD HAZARD NOTE

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

CEMETERY NOTE

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

UTILITY NOTE

All utilities are underground unless otherwise noted.

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

SURVEY NOTES

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

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

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

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

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

SURVEYOR'S CERTIFICATION

To:

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

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

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

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



LEGEND

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

20 0 10 20 40
GRAPHIC SCALE 1"=20'

APPROXIMATE LOCATION
6' DETROIT EDISON EASEMENT
(L.6249, P.128)

APPROXIMATE LOCATION
75'X25' DETROIT EDISON EASEMENT
(L.6249, P.128)

No. 280 N. OLD WOODWARD AVE
Owner: JFM PROPERTY GROUP B LLC
APN: 19-25-453-010

No. 250-270 N. OLD WOODWARD
& 201 HAMILTON
FOUR STORY BLOCK &
STUCCO COMMERCIAL BUILDING
W/ FLAT ROOF
32,928 S.F.
BUILDING S.F. IS BASED ON EXTERIOR
BUILDING DIMENSIONS AT GROUND LEVEL ONLY
BLDG. HEIGHT= ±68' (HIGHEST POINT)

HAMILTON ROAD
(60' R.O.W.)
ASPHALT PAVEMENT W/ CONC. CURB

N. OLD WOODWARD
(60' R.O.W.)
ASPHALT PAVEMENT W/ CONC. CURB

2ND THRU 4TH FLOOR
OVERHANG INTO
PUBLIC R.O.W. ±3.5'

P.O.B. PARCEL 1
MARK "X" ON
CONC.

Subject:
**ARCHITECTURAL
SITE PLAN**

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

JPRA ARCHITECTS
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jppra.com

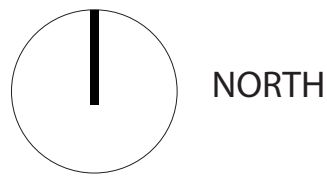
Job No:
1787
Package Series
A.101
Sheet No.



ARCHITECTURAL SITE PLAN

0' 20' 40' 80'

SCALE: 1" = 20'-0"



320 Martin Street Suite 10
Birmingham, Michigan 48009
t:248.554.9500
Contact Person: Kevin Biddison
e.mail: kb@biddison-ad.com

PROPOSED BUILDING RENOVATION FOR:

The Morrie

PROJECT LOCATION:

260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009
ZONED: D-4 OVERLAY

APPLICANT INFORMATION

AFB HOSPITALITY GROUP LLC
27387 WOODWARD AVE.
BERKLEY MI 48072

T. 248.629.9221X201.
E. AFB@AFBHOSPITALITYGROUP.COM

GENERAL CONTRACTOR:

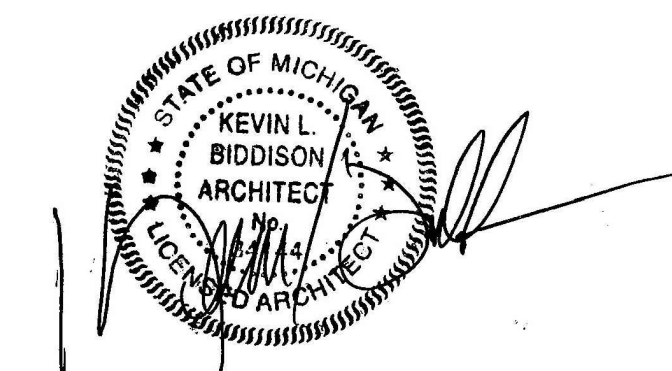
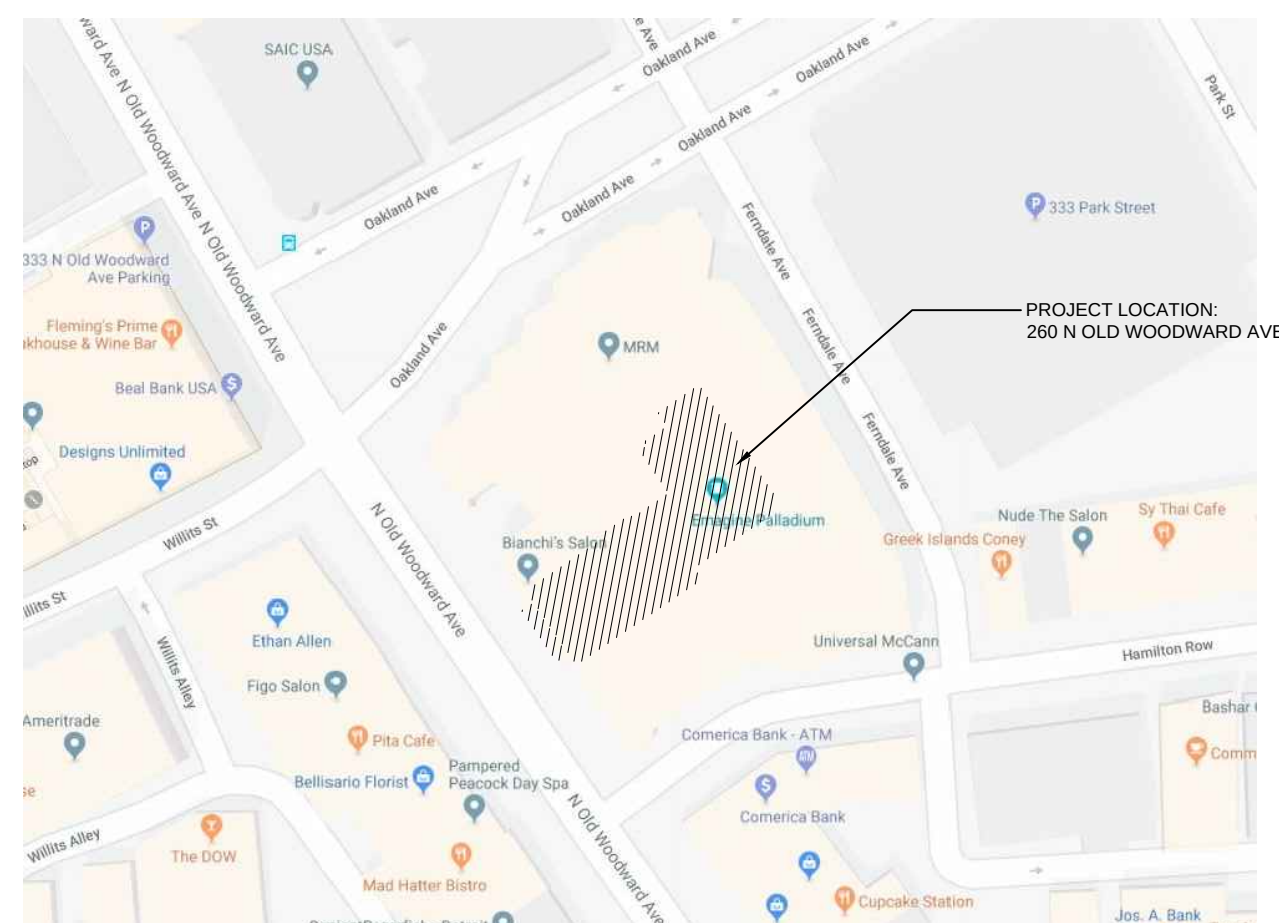
TOWER CONSTRUCTION
3883 TELEGRAPH RD., SUITE 200 .
BLOOMFIELD TWP., MI 48302

P. 248.287.8200
F. 248.287.8203

SHEET INDEX:

T.101	TITLE SHEET
A.101a	FLOOR PLAN
A.101b	FLOOR PLAN - DANCE FLOOR
A.201	EXTERIOR ELEVATION
A.301	INTERIOR PERSPECTIVE IMAGES
A.302	INTERIOR PERSPECTIVE IMAGES
A.303	INTERIOR PERSPECTIVE IMAGES

FIRE SUPPRESSION NOTE:
THE BUILDING IS PROVIDED WITH A FULLY AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEM INSTALLED (FIRE SUPPRESSION SYSTEM). WORK WILL BE DESIGNED TO MEET M.B.C. REQUIREMENTS AND CITY OF BIRMINGHAM INSPECTION & PERMIT APPROVAL. FACTORY MUTUAL STANDARDS AND SPECIFICATIONS SHALL ALSO BE USED WHERE NOT OTHERWISE IN CONFLICT WITH LOCAL STANDARDS. SPRINKLER CONTRACTOR SHALL BE FULLY LICENSED AND BE RESPONSIBLE FOR PREPARATION OF ENGINEERED DRAWINGS FOR SUBMISSION OF DRAWINGS TO ALL LOCAL AND STATE AGENCIES FOR APPROVAL AND FOR COORDINATION OF REQUIREMENTS WITH OWNERS AND TENANTS INSURANCE CARRIER.



Consultants

Project data

GOVERNING CODES:

2015 MICHIGAN BUILDING CODE
2015 MICHIGAN PLUMBING CODE
2015 MICHIGAN MECHANICAL CODE
2015 MICHIGAN REHABILITATION CODE
2015 INTERNATIONAL FUEL GAS CODE
MICHIGAN ELECTRICAL CODE, 2014 N.E.C. W/ PART 8 STATE AMENDMENTS
ICC/ANSI A117.1-2015 AND MICHIGAN BARRIER FREE DESIGN LAW OF PUBLIC ACT 1 OF 1966 AS AMENDED
MICHIGAN UNIFORM ENERGY CODE RULES PART 10 WITH ANSI/ASHRAE/ESNA STANDARD 90.1-2015
2015 INTERNATIONAL FIRE CODE
NFPA 13 - 2010
NFPA 72 - 2010

TENANT AREA: 7,952 SQFT

BUILDING USE: A-2 RESTAURANT

TYPE OF CONSTRUCTION:

2012 MBC: TYPE IIA (PROTECTED)

NFPA 220: TYPE II-000

Issued for

SPECIAL LAND USE PERMITS	02.01.18
SLUP AMENDMENT	05.16.18

Project no.

THE MORRIE 2010.17

Sheet no.

T.101

Consultant

Project title

PROPOSED BUILDING RENOVATION FOR
THE MORRIE

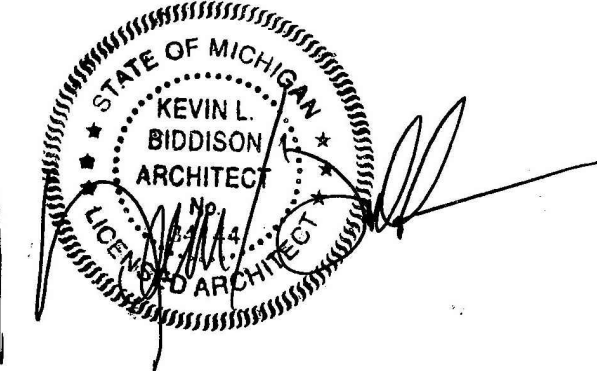
260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009

Issued dr/c

SPECIAL LAND USE
PERMIT 02.01.18
SLUP AMENDMENT 05.16.18

Sheet title

FLOOR PLAN

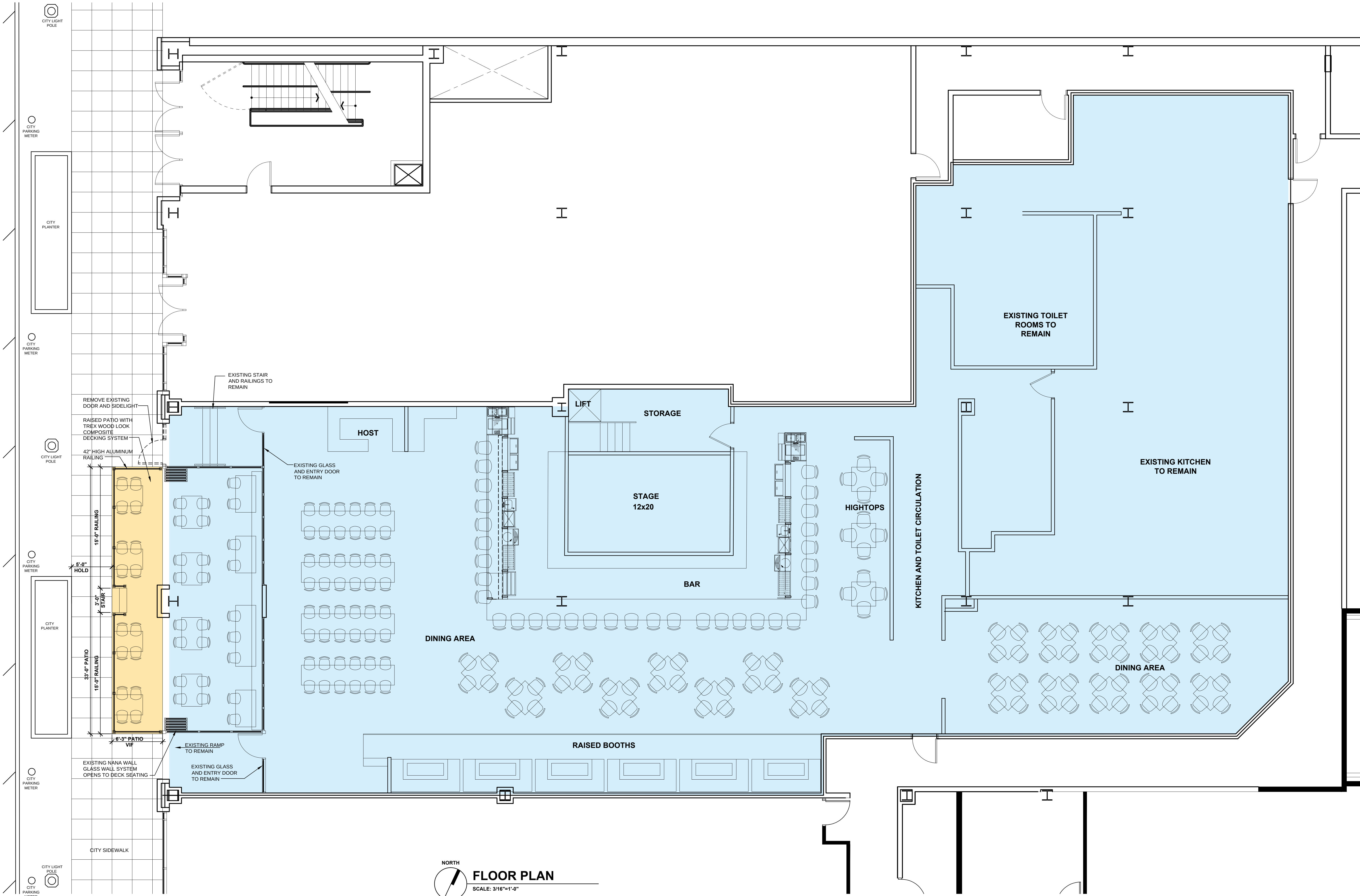


Project no

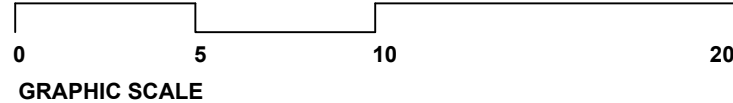
2010.17

Sheet no

A.101a



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







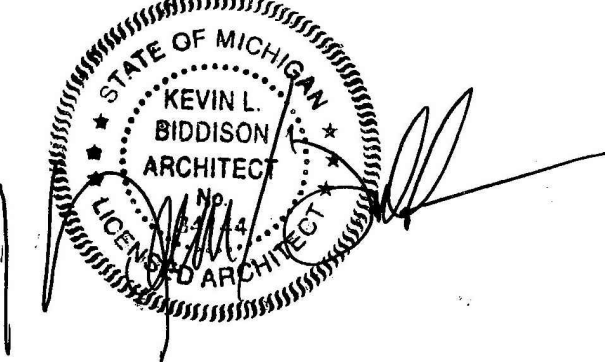
EXTERIOR PATIO PERSPECTIVE

FOR REFERENCE NOT TO SCALE



EXTERIOR ELEVATION

FOR REFERENCE NOT TO SCALE





INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE

Consultant

Project title

PROPOSED BUILDING RENOVATION FOR
THE MORRIE

260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009

Issued dr/c

SPECIAL LAND USE
PERMIT 02.01.18
SLUP AMENDMENT 05.16.18

Sheet title

INTERIOR
PERSPECTIVE
IMAGES



Project no

2010.17

Sheet no

A.302



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE

PROPOSED BUILDING RENOVATION FOR
THE MORRIE

260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009

SLUP AMENDMENT 05.16.18

INTERIOR
PERSPECTIVE
IMAGE



2010.17

A.303





MEMORANDUM

Planning Division

DATE: May 28, 2024

TO: Jana Ecker, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: S. Eton Cultural Resources Survey - RFP

INTRODUCTION:

The City applied for a TAP Grant of \$1.2 million from MDOT for the updates to S. Eton Road between Maple and 14 Mile. MDOT has stated that they support the TAP Grant in concept, however they are requiring a historical survey of the project area to be conducted by a qualified professional historian before they can issue funding for changes to an area.

BACKGROUND:

On July 28, 2023, the City Commission approved a new design for S. Eton with the condition that the City receives a TAP Grant (Transportation Alternative Program) to fund such improvements. City staff applied for the TAP Grant in September of 2023. MDOT's response was that they are supportive of the project in concept, however they would like to see a historical survey be conducted for the area to verify that no structures or neighborhoods that potentially meet historic criteria are negatively impacted by the proposed changes.

A reconnaissance cultural resources survey is meant to determine the eligibility of every building and neighborhood for the National Register of Historic Places. This does not mean that the City or State is looking to designate new buildings or neighborhoods as historic. The purpose of the survey is to ensure that the new road design receiving grant money from the state will not have a negative impact on existing or potentially historic buildings and neighborhoods. If the City does not conduct this cultural resources survey, it will not be eligible for the TAP Grant.

City staff has coordinated with MDOT on the requirements they are looking for in the historical survey. After creating a request for proposals that was satisfactory for staff and MDOT, the RFP was posted on MITN for 2.5 weeks. The City received two applications, one from Kramer Design Group, another from The Grassroots Historian.

LEGAL REVIEW:

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

FISCAL IMPACT:

The Planning Division has \$20,000 available for Master Plan Implementation in account 101.0-701.000-825.0100. City staff recommends using funds from this account for a cultural survey meant to assist in implementing Master Plan recommendations for S. Eton. A summary of the Cost Proposals for each RFP response can be found in the table below (listed in ranked order based on the evaluations performed by staff):

Contractor	Cost Proposal	w/ Additional Bid Items
Kraemer Design Group	\$19,880	-
The Grassroots Historian	\$113,250	-

PUBLIC COMMUNICATIONS:

There are no public communications required for this agenda item.

SUMMARY:

The Planning Division requests that the City Commission approve an agreement with Kraemer Design Group to conduct a reconnaissance level survey of above ground cultural resources for S. Eton between Maple and 14 Mile.

ATTACHMENTS:

Please see the following attached documents:

- Agreement for Survey of Above-Ground Cultural Resources
- S. Eton Road Survey of Above-Ground Cultural Resources RFP Response.
- Request for Proposals with Project Plans

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an agreement with Kraemer Design Group for historical surveying services in the amount not to exceed \$19,880 from account # 101.0-701.000-825.0100. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

AGREEMENT FOR SURVEY OF ABOVE-GROUND CULTURAL RESOURCES

This AGREEMENT, made this 20th day of May, 2024, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter called "City"), and Kraemer Design Group, Inc., having its principal office at 1420 Broadway, Detroit, MI 48226 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham has heretofore advertised for bids for the procurement and performance of services required to provide a survey of above-ground cultural resources, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to create a survey of above-ground cultural resources;

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide a survey of above-ground cultural resources and the Contractor's cost proposal dated May 20, 2024 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (Attachment A). If any of the documents are in conflict with one another, this Agreement shall take precedence.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed 19,880, as set forth in the Contractor's May 20, 2024 cost proposal to perform the scope of work as contained in the RFP (Attachment A).
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or

construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be

with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

- a. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- c. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than **\$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- e. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- f. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

- g. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - iii. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - iv. Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - v. If so requested, Certified Copies of all policies mentioned above will be furnished.
- h. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- i. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not

been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham

Attn: Brooks Cowan
151 Martin St.
Birmingham, MI 48009
(248)-530-1846

CONTRACTOR

Kraemer Design Group

1420 Broadway

Detroit, MI 48226

313-965-3399

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.
18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

CONTRACTOR

By: [Signature]
Its: Principal

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss:

On this 17th day of May, 2024, before me personally appeared BRIAN REBAIN, who acknowledged that with authority on behalf of KRAEMER DESIGN GROUP to do so he/she signed this Agreement.

[Signature]
Notary Public
WAYNE County, Michigan
Acting in WAYNE County, Michigan
My commission expires: 08-MAY-2029



CITY OF BIRMINGHAM

By: _____
Elaine McLain

By: _____
Alexandria Bingham

Its: _____

Its: _____

APPROVED

[Signature]
Brooks Cowan, Senior Planner
(Approved as to Substance)

[Signature]
Mark Gerber, Director of Finance
(Approved as to Financial Obligation)

[Signature]
Mary Kucharek, City Attorney
(Approved as to Form)

[Signature]
Jana Ecker, City Manager
(Approved as to Substance)



"BIRMINGHAM GARDENS"

A SUBDIVISION OF PART OF THE N. $\frac{1}{2}$ OF SECTION 31, T.
TROY TOWNSHIP, OAKLAND COUNTY MICHIGAN

Pt. of. Beg.
N. $\frac{1}{2}$ COR. SEC. 31 N 88°12'W 639.45



S. Eton Road Survey of Above-Ground Cultural Resources

Prepared by Kraemer Design Group

City of Birmingham // May 20, 2024

3	COVER LETTER
4	BUSINESS ORGANIZATION AND HISTORY
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out·o·va·tion

/.out-ə-'vā-shən/

The act of creation; balancing cutting edge ideas and functional design strategy, resulting in custom everyday masterpieces.

May 20, 2024
Brooks Cowan, Senior Planner
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

RE: S. Eton Road Survey of Above-Ground Cultural Resources

Dear Mr. Cowan and the City of Birmingham:

Kraemer Design Group (KDG) is pleased to present our response to the Request for Proposals (RFP) for the S. Eton Road Survey of Above-Ground Cultural Resources. KDG is excited for an opportunity to work with the City of Birmingham again to complete this project. In 2022 through 2023, KDG worked with Nicholas Dupuis and Birmingham's Historic District Commission to update the city's Historic District Design Guidelines. In this proposal, you will find documentation showing that KDG has extensive experience conducting cultural resource surveys and preparing high-quality survey reports.

Our team of architectural historians has in-depth experience preparing cultural resource surveys, National Register nominations, federal and state historic tax credit projects, and preservation planning reports. These tasks have taken our team around the state and the country, and we love immersing ourselves in local history as we undertake these projects. KDG is distinctive in that we are a team of big thinkers, consistently grappling with the universe of preservation-related questions that undergird the projects we work on. We are always questioning why, who, and how, to ultimately answer why a place is important to our collective history. With years of experience researching and writing for cultural resource surveys, National Register nominations, and preservation planning reports, we are confident in our ability to answer these questions as they relate to resources along S. Eton Road in Birmingham.

As illustrated in our references provided herein, we bring a deep understanding of the work required to thoroughly document local history within defined processes at the state and federal levels. Recent survey work includes an intensive and reconnaissance survey of African American housing in Inkster, Michigan which included 350 resources; a 500-property historic survey of African American housing in Fayetteville, North Carolina; a survey and National Register nomination of 290 resources in a historic working class neighborhood of Roanoke, Virginia; and a reconnaissance level survey of 3,500 resources in the Edison neighborhood in Kalamazoo, Michigan which included a wide variety of resources including industrial, residential, and commercial buildings. In 2023 KDG was again hired by the City of Kalamazoo to conduct another survey (this time encompassing 4,000-parcels) in an effort to survey the entire city.

KDG is excited to work with the City of Birmingham to document the story of this part of the city, and we welcome the opportunity to be a part of this project. All work will be performed in accordance with the Michigan Department of Transportation (MDOT) requirements outlined in the RFP, applicable requirements in the *Michigan Above-Ground Survey Manual*, and per the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. Please note that we are willing to modify this proposal to best meet the goals of this project. Finally, this proposal shall remain firm for ninety (90) days from May 20, 2024, and for the full term of the contract should we be awarded the project.

Sincerely,



Brian Rebain
RA, NCARB
Principal

Kraemer Design Group was founded in Detroit in 1996 by Michigan natives Bob and Maureen Kraemer and the firm has grown to become one of the leading historic architecture and historic consulting firms in the region. Based in Michigan, Ohio, and South Carolina, we are a multidisciplinary team with 25 years of experience in historic assessments, historic renovations, preservation consulting, and comprehensive architectural services. Although KDG is comprised of many diverse professionals, an overarching love of historic architecture is a common bond in our office. We combine this passion with exacting technical skill and an intimate knowledge of the laws, rules, and procedures that bear upon historic projects, resulting in over 400 completed projects and 21 awards for architecture, preservation, and design. Because of this, KDG is well positioned to lead this project.

Our architecture and preservation teams are led by Principal-in-Charge Brian Rebain who is a thought leader in the field of preservation-minded rehabilitation having been at the forefront on some of our marquee historic projects including the rehabilitation of the Vinton Building, the Farwell Building, and the Shinola Hotel project. Brian has managed many historic resource surveys and will provide guidance and advice to the project team. Further, our staff includes two full-time architectural historians, Katie Cook and Cassandra Talley. Cassandra and Katie meet the certification requirements set out in 36 CFR Part 61 and have ten years of combined experience in preservation and architecture. Given these experiences we believe our office is well equipped to handle this project. Our craft, our specialty, and our passion is researching, documenting, and rehabilitating architectural treasures.

The KDG team has provided reconnaissance and intensive surveys, National Register nominations, historic assessments, rehabilitation plans, historic materials reports, and historic tax credit consulting on some of the most significant buildings in the region. With our record of achievement, and under the visionary leadership of KDG Principal Brian Rebain, combined with our talented architectural historians, we feel uniquely positioned to lead this project. Project pages are submitted here to fully illustrate the relevance of our prior work to this RFP and these sample projects also illustrate our capacity to perform the work detailed in the RFP. Our project pages also illustrate that KDG is well versed in completing projects that entail conducting intensive- and reconnaissance level surveying, nominating properties to the National Register, taking quality photography, and performing historic research.

Kraemer Design Group's primary office is headquartered at 1420 Broadway in Detroit, Michigan with two additional branch offices located in Mt. Pleasant, South Carolina and Toledo, Ohio. With a twenty-five-year history of outstanding historic consulting work and 23 full time employees, including two full-time architectural historians and eight full-time historic architects, Kraemer Design Group is well equipped to lead the project. Brian Rebain will act as the Principal-in-Charge while the overall project manager will be Katie Cook.

Principal in Charge:
Brian Rebain, RA, NCARB
Principal
(313) 965-3399 x215
barebain@thekraemeredge.com

Project Manager:
Katie Cook
36 CFR 61 Architectural Historian
(313) 965-3399 x222
katie.cook@thekraemeredge.com

LOCATION
1420 Broadway
Detroit, Michigan 48226
Toledo, OH
Charleston, SC

OWNERSHIP TYPE
Limited Liability Company
State of Michigan Registration

ESTABLISHED
1996

EMPLOYEES
Principals – 3
Directors – 2
Project Architects – 6
Architectural Designers – 3
Interior Designers – 6
Architectural Historian – 2
Administrative - 2
Graphic Designer – 1

SERVICES
Architecture
Interior Design
Historic
Consulting
Graphic Design
Procurement

MARKETS SERVED
Commercial
Hospitality
Residential
Historic Renovation

TAX ID NUMBER
38-3275805

LICENSURE
State of Michigan (No. 1301040246)
State of Ohio (No. 1516347)
State of South Carolina (No. 10723)
State of Georgia (No. RA012675)
State of Illinois (No. 001.021759)
State of Texas (No. 27028)
State of Louisiana (No. 7473)
State of Alabama (No. 7226)
State of Rhode Island (No. 4890)
State of Arizona (No. 64469)
State of Minnesota (No. 52616)
State of Indiana (No. AR11500028)
State of Wisconsin (No. 11985-5)

CONTACT
Robert Kraemer: bob@thekraemeredge.com
Maureen Kraemer: mo@thekraemeredge.com
Brian Rebain: barebain@thekraemeredge.com

PRINCIPALS
Robert John Kraemer: RA, NCARB, IIDA
Maureen McGovern Kraemer, IIDA, NEWP, ISHP
Brian Rebain: RA, NCARB

DUNS NUMBER
83-258-3517

INSURANCE
General Liability, Auto, Umbrella, Property
CNA/Continental Casualty
Policy Number 4024496368
Policy Number 4024496385
General Aggregate of \$2,000,000

PROFESSIONAL LIABILITY
CNA/Continental Casualty
Policy Number AEH114018374
Aggregate Limit of \$2,000,000

WORKERS COMP
ADP TotalSource

PROFESSIONAL AFFILIATIONS
American Institute of Architects (AIA)
International Interior Design Association (IIDA)
Construction Specification Institute (CSI)
Construction Association of Michigan (CAM)
United States Green Building Council (USGBC)
Network of Executive Women in Hospitality (NEWH)
International Society of Hospitality Purchasers (ISHP)



"SHEFFIELD ESTATE" A SUBDIVISION OF PART OF SEC. 3 TROY TOWNSHIP, OAKLAND

SCALE: 1 INCH = 200 FEET

NOTE: All dimensions herein shown are in feet or decimals thereof



Professional Qualifications

Collaboration is vital to the success of any project. What our clients expect from us, we in turn expect from each other, and this approach has allowed us to build lasting relationships both with each other and with our clients. For 25 years we have made it a priority to cultivate strong relationships and develop a very dynamic and highly skilled team. The quality of this team is evident in the credentials, experience, and accomplishments of its members as well as through the organized communication procedures we've implemented throughout many years of successful projects.



KraemerDesignGroup

1420 Broadway | Detroit, MI 48202 | p 313 965 3399 | f 313 965 3555 | www.thekraemerdsgroup.com

8B

VACATED BY RESOLUTION
OF

Katie Cook and Cassandra Talley are the architectural historians assigned to staff this project, with Brian Rebain overseeing all work as Principal-in-Charge. On this project, Katie will be the Project Manager/Architectural Historian while Cassandra will be staffing the project as Architectural Historians.

Brian Rebain will provide leadership to the project team and will conduct general management of the process at an executive level (mentoring staff, reviewing final drafts, and providing project management advice).

Katie Cook will provide day-to-day management of the project by scheduling and conducting meetings, ensuring that all deliverables are executed and delivered in a timely manner and will ensure all research and writing conforms to the standards issued in the RFP. Katie will be a primary staff person for the fieldwork, research, and writing components of the project. As a quality control check, all deliverables researched and/or written by Katie will be reviewed and edited by Cassandra.

Cassandra Talley will also ensure all research and writing conforms to the standards issued in the RFP and she will be a primary staff person for the fieldwork, research, and writing components of the project. As a quality control check, all deliverables researched and/or written by Cassandra will be reviewed and edited by Katie.

No subcontractors are proposed for this project. The resumes for the project team can be found on the following pages.



BRIAN REBAIN
Principal in Charge

Brian has an eye for detail and an endless capacity for knowledge. With over 20 years of experience in preservation-minded architecture, Brian has become one of the most experienced historic architects in the Midwest.

CORE PROJECT TEAM



KATIE COOK
Project Manager and Qualified Architectural Historian

Katie's education and work experience has fostered her attention to detail, research abilities, technical skills, and problem-solving abilities.



CASSANDRA TALLEY
Qualified Architectural Historian

Cassandra brings enthusiasm, meticulous research skills, and a collaborative approach to problem solving to the team.

Proposed Management Hours

Katie Cook Project Manager	Cassandra Talley Architectural Historian
Management Time 6 hours	Management Time 4 hours

PRINCIPAL | **BRIAN REBAIN**

Brian joined Kraemer Design Group in the spring of 2006 after a series of diverse experiences spanning architecture, construction, and community service. He graduated from the University of Michigan's College of Architecture and Urban Planning in 1998, and continued his experience in Montreal, Vermont, Italy, and the Northwoods of Ontario. After completing his Master of Architecture degree in 2002, Brian embarked on his most formative experience: building homes for three years as an AmeriCorps member and House Leader with Milwaukee Habitat for Humanity. At Habitat, Brian saw firsthand the ways in which buildings, even the simplest of ones, can change people and places in significant ways.

As Principal at KDG, and head of the Detroit office, Brian has quietly become one of the leading adaptive re-use architects in the region with over 70 historic tax credit projects under his wing, the majority of which are located in the City of Detroit. He is a 36CFR Part 61 Qualified Historic Architect, and has extensive experience, as both architect and design consultant, on numerous award winning historic adaptive re-use projects both in Detroit and throughout the Great Lakes region. This passion for historic rehabilitation is a natural fit as Brian works to revitalize his hometown of Detroit.



CONTACT INFORMATION

barebain@thekraemeredge.com
p 313 965 3399 x215

REGISTRATIONS | MEMBERSHIPS

Registered Architect
State of Michigan - #1301057260
State of Ohio - #1516347

National Council of Architectural Registration
Boards (NCARB)

State of Michigan - 36CFRPart 61 Qualified Historic
Architect and Preservation Consultant

Michigan State Historic Preservation Review Board
Chairperson
4 year appointment (2016-2019)

PROFESSIONAL EXPERIENCE

Kraemer Design Group, LLC
Principal
2006 – Present
Detroit, MI

Dorchen/Martin Associates Inc.
Intern Architect
2005 – 2006
Southfield, MI

Milwaukee Habitat for Humanity
House Leader/AmeriCorps
2002 – 2005
Milwaukee, WI

Black River Design
Architectural Designer
1998 – 2000
Montpelier, VT

EDUCATION

Bachelor of Science in Architecture 1998
Master of Architecture 2002
University of Michigan
Ann Arbor, MI

Study Abroad Program
University of Michigan, Fall 2000
Florence ITs

RELEVANT EXPERIENCE

Detroit MI | Principal | **Dreamtroit**

Detroit MI | Historic and Code Consulting | **Book Tower**

Toledo OH | Principal | **Fort Industry Square**

Detroit MI | Principal | **Detroit Free Press Building**

Detroit MI | Principal | **Eddystone**

Detroit MI | Principal | **Shinola Hotel**

Detroit MI | Principal | **David Stott Building**

Detroit MI | Project Executive | **Vinton Bldg**

Toledo OH | Project Executive | **The Berdan**

Detroit MI | Project Executive | **Malcomsen Building**

Toledo OH | Project Architect | **Standart Lofts**

Detroit MI | Project Architect, Historic Consulting | **Broderick Tower**

AWARDS | HONORS

2020 Project of the Year – Construction Association of Michigan
Shinola Hotel
Detroit, MI

2019 Tax Credit Award – Michigan Historic Preservation Network
Capitol Park Lofts
Detroit, MI

2018 Ohio Historic Preservation Office Award – Ohio SHPO
The Berdan
Toledo, OH

2018 Preservation Gem Award – Michigan Historic Preservation Network
Valpey Building
Detroit, MI

2015 Governor's Award for Historic Preservation - State of Michigan
David Whitney Building
Detroit MI

ARCHITECTURAL HISTORIAN | KATIE COOK

Katie has always been interested in old buildings, especially houses. While working in accounting, she decided to pursue further education in geography at Eastern Michigan University (EMU) with the goal of attending EMU's graduate program in historic preservation. In the graduate program she served as the digital heritage and preservation planning graduate assistant. She especially enjoys utilizing geographic information systems (GIS) in historic preservation applications. Katie's education and work experience have fostered her attention to detail, research abilities, technical skills, and problem-solving abilities.



PROJECT EXPERIENCE

Fayetteville NC | Historic Resource Survey | African American Housing, Fayetteville
 Detroit MI | Historic Tax Credit Consulting | Harvard Square Building
 Northville MI | Design Guidelines | Historic District Design Guidelines
 Ypsilanti MI | Author | Alleys and Places: Remnants of a Cultural Landscape in Detroit
 Detroit MI | MPDF + Historic Resource Survey | Detroit's Latinx Communities
 Detroit MI | National Register Nomination | Second Baptist Church of Detroit
 Birmingham MI | Design Guidelines | Historic District Design Guidelines
 Detroit MI | Historic Report | 1550 Woodward
 Inkster MI | Historic Resource Survey | African American Housing, Inkster
 Detroit MI | Co-Author, National Register Nomination | Second Baptist Church
 Ypsilanti MI | Co-editor + Researcher | Upper Conner Creek Historic Landscape Study
 Ypsilanti MI | Co-author | GIS-based Classroom Management System to Support
 COVID-19 Social Distance Planning
 Ypsilanti MI | Author | Access to the Attic Space: Acadian Cottages in the Cajun
 Heartland
 Ypsilanti MI | Author | Digital 3-D Modeling and 3-D Printing an Architectural Model
 Ypsilanti MI | Author | 3695 Theodore Street, Detroit: Preservation Site Report
 Ypsilanti MI | Author | Condition Assessment of 18225 Parkside Street, Detroit

PRESENTATIONS

Using the Survey of African American Housing in Inkster to Spur Future Heritage
 Tourism, 2023
 Co-presenter | Michigan Historic Preservation Network Annual Conference
 Nathan Johnson: Building Detroit, 2023
 Presenter | Michigan Historic Preservation Network Webinar

AWARDS | HONORS

Mark Jefferson Geography Endowed Scholarship, 2020
 Ypsilanti, MI

CONTACT INFORMATION

katie.cook@thekraemeredge.com
 p 313 965 3399 x222

36 CFR Part 61 Architectural Historian

PROFESSIONAL EXPERIENCE

Kraemer Design Group
 Architectural Historian, August 2022 – Present
 Detroit MI

Eastern Michigan University
 HGIS Intern, August 2021 – May 2022
 Ypsilanti MI

Eastern Michigan University
 Graduate Assistant, August 2020 – April 2022
 Ypsilanti MI

Eastern Michigan University
 GIS Intern, May 2020 – August 2020
 Ypsilanti MI

EDUCATION

Master of Science in Historic Preservation
 Eastern Michigan University, 2023
 Ypsilanti MI

Bachelor of Science in Geography, Minor in
 Historic Preservation
 Eastern Michigan University, 2019
 Ypsilanti MI

Associate of Business Administration in Accounting
 Macomb Community College, 2017
 Warren MI

ARCHITECTURAL HISTORIAN | CASSANDRA M. TALLEY

Cassandra took a circuitous route to the preservation profession. After earning her Bachelor of Arts in Art History she took three years off to work as a waitress, flight attendant, and horseback riding instructor before going back to school to study law at Michigan State University. While practicing law full time she re-enrolled in school to study historic preservation. Cassandra joined Kraemer Design Group in 2018 and earned her M.S. in Historic Preservation from Eastern Michigan University in 2021. Cassandra brings enthusiasm, meticulous research skills, and a collaborative approach to problem solving to the team. Focusing on the client's needs, while still respecting the historic nature of the building, is paramount to Cassandra.



PROJECT EXPERIENCE

Inkster MI | Historic Resource Survey | **African American Housing, Inkster**
 Kalamazoo MI | Historic Resource Reconnaissance Survey | **Edison Neighborhood**
 Detroit MI | Co-Author, National Register Nomination | **Second Baptist Church**
 Detroit MI | Historic Tax Credit Consulting | **1274 Library**
 Detroit MI | Co-Author, National Register Nomination | **Marygrove College**
 Detroit MI | Co-Author, National Register Nomination | **Ossian Sweet House**
 Detroit MI | Historic Tax Credit Consulting | **Fowler Building**
 Detroit MI | Preliminary Evaluation | **Frank Murphy Hall of Justice**
 Detroit MI | Co-Author, National Register Nomination | **Sojourner Truth Homes**
 Detroit MI | Section 106 & Tax Credit Consulting | **93 Seward**
 Detroit MI | Co-Author, National Register Nomination | **Immaculata High School**
 Detroit MI | Co-Author, Historic Structures Report | **Ossian Sweet House**
 Detroit MI | Section 106 & Historic Survey | **Cass Henry Historic District**
 Detroit MI | Intensive Survey of Public Housing | **Detroit Housing Commission**
 Detroit MI | Co-Author, National Register Nomination | **Warren Motor Car Company**
 Detroit MI | Historic Tax Credit Consulting | **Buhl Building**
 Detroit MI | Historic District Commission Application | **Book Building and Book Tower**
 Trout Lake MI | Historic Tax Credit Consulting | **Birch Lodge Hotel**
 Detroit MI | Historic Tax Credit Consulting | **State Savings Bank**
 Detroit MI | Historic Tax Credit Consulting | **Women's City Club**
 Detroit MI | Author—National Historic Landmark Review Study | **Fox Theatre**

AWARDS | HONORS

Eastern Michigan University Graduate Student Scholarship, 2020
 University Graduate Scholarship Award
 Ypsilanti, MI

Detroit Area Art Deco Society Historic Preservation Scholarship, 2018
 Detroit Area Art Deco Society
 Detroit, MI

Michigan State University College of Law Dean's List, 2011-2012
 Michigan State University College of Law
 East Lansing, MI

Henry T. King Award, 2012
 Niagara International Moot Court Competition
 Washington, D.C.

CLASSES TAUGHT

Historic Preservation & Planning Law
 Eastern Michigan University – M.S. in Historic Preservation
 Ypsilanti, MI

CONTACT INFORMATION

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REGISTRATIONS | LICENSES

36 CFR Part 61 Architectural Historian

State Bar of Michigan: Active and in good standing, P76726

PROFESSIONAL EXPERIENCE

Kraemer Design Group
 Architectural Historian
 September 2018—Present
 Detroit, MI

Eastern Michigan University
 Adjunct Lecturer, M.S. program in Historic Preservation
 September 2022—Present
 Ypsilanti, MI

Michigan State Housing Development Authority
 State Historic Preservation Office
 Graduate Student Assistant
 June 2018 – August 2018
 Lansing, MI

Quicken Loans
 Associate Counsel
 May 2016 – May 2018
 Detroit, MI

EDUCATION

Master of Science in Historic Preservation
 Eastern Michigan University, 2021
 Ypsilanti, MI

Juris Doctor, cum laude
 Michigan State University College of Law,
 2012
 East Lansing, MI

"SHEFFIELD ESTATE"

A SUBDIVISION OF PART OF SEC. 31 TROY TOWNSHIP, OAKLAND CO.,

SCALE 1 INCH = 200 FEET

Note: All dimensions hereon shown are in feet or decimals of feet.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That we, the Oakland Co. Development Co., a Michigan corporation, By Edward A. Loveley, President and M. L. Goodrich, Secretary, as Proprietors, George W. Slaughter, mortgagee, and the Goodrich Land Co., a Michigan corporation, By Edward A. Loveley, President and Charles E. Freese, Treasurer as vendee, have caused the land embraced in the annexed plat to be surveyed, laid out and plotted to be known as "SHEFFIELD ESTATES No. 1," a subdivision of Part of Sec. 31, T. 2 N., R. 11 E., Troy Twp., Oakland Co., Mich., and that the streets and alleys as shown on said plat are hereby dedicated to the use of the public.

Signed and Sealed in Presence of
 Edward A. Loveley, President
 M. L. Goodrich, Secretary
 George W. Slaughter, mortgagee
 Charles E. Freese, Treasurer
 Oakland Co. Development Co.
 Goodrich Land Co.

STATE OF MICHIGAN
 County of Oakland
 On this 11th day of August, 1926, before me, Notary Public in and for said county, personally came the above named George W. Slaughter, known to me to be the person who executed the above dedication and acknowledged the same to be true and correct; also appeared Edward A. Loveley, President and M. L. Goodrich, Secretary of the Oakland Co. Development Co., a Michigan corporation, and Edward A. Loveley, President, and Charles E. Freese, Treasurer, of the Goodrich Land Co., a Michigan corporation, to me personally known, who being each by me duly sworn, did say that they are respectively the respective officers of the several Michigan corporations of set forth above and that the said instrument was signed and sealed and said corporations by authority of their respective Boards of Directors, and the said Edward A. Loveley, M. L. Goodrich, and Charles E. Freese acknowledged said instrument to be the free act and deed of said corporations.

My commission expires 11-11-1927

DESCRIPTION

The land embraced in the annexed plat of "SHEFFIELD ESTATES No. 1," a subdivision of Part of Sec. 31, T. 2 N., R. 11 E., Troy Township, Oakland Co., Michigan, is described as follows: Beginning at a point on the south line of Sec. 31, T. 2 N., R. 11 E., 10 1/4 mi. of Sec. 31; thence along South line of Sec. 31, N. 89° 58' 30" E. 1222.05 ft. thence N. 40° 45' 35" E. 795.00 ft. thence S. 89° 58' 30" E. 1222.05 ft. thence S. 00° 33' 30" W. 474.36 ft. to the place of beginning.

SURVEYOR'S CERTIFICATE

We hereby certify that the plat hereon delineated is a correct one and that permanent monuments of one inch in diameter and fifteen inches in length set in a concrete base of four inches in diameter and four inches in depth have been placed at points marked thus (O) as thereon shown, at all angles in the boundaries of the land, at all the intersections of streets, or of streets and alleys, and at the intersections of streets and alleys with the boundaries of the plat as shown on said plat.

CERTIFICATE OF MUNICIPAL APPROVAL

This plat was approved by the Township Board of the Township of Troy at a meeting held August 11, 1926.

Oakland County Treasurer's Certificate
 This is to certify that there are no Tax Liens or Taxes held by the State or any individual against, and that all Taxes on lands described in the annexed instrument bearing Treasurer's name have been paid FIVE YEARS prior to the date thereof, according to the records of this office, except as stated.

VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS
 JUNE 21, 1927
 YOUTHMAN 22-2-34

VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS
 JUNE 21, 1927
 YOUTHMAN 22-2-34

References and Experience

KDG is highly experienced at completing cultural resource surveys, National Register nominations, and a host of other projects. Our work has put us in contact with diverse residential, commercial, industrial, and civic resources. Descriptions of each project are included in the following pages. Through these prior works, KDG has developed a deep familiarity with the process for identifying and developing historic contexts that relate to historic resources. Thus, the KDG team feels confident they fully understand the scope of work required to complete the project and deliver the final products the City is seeking by issuing this RFP.

Following the project pages is an excerpt from KDG's "African American Housing in Inkster, Michigan, 1920-1970" survey report. The full report and supporting materials can be found on the Michigan SHPO's website on the Underrepresented Communities and Historic Preservation in Michigan webpage.



BIRMINGHAM HISTORIC DISTRICT DESIGN GUIDELINES

LOCATED: Birmingham, MI | COMPLETED: 2023

HC

In 2022, Kraemer Design Group (KDG) was hired by the City of Birmingham to write updated historic district design guidelines. The previous guidelines used by the local Historic District Commission (HDC) required updating to reflect contemporary historic preservation concepts and practices. The KDG team completed an in-depth analysis of Birmingham's Historic District Ordinance in order to write and illustrate a new set of guidelines and met regularly with HDC members to identify areas where the guidelines could be improved.

Fieldwork was necessary to provide high-quality images for the guidelines and KDG thoroughly researched successful design guidelines from neighboring communities to develop Birmingham's guidelines. KDG's on-staff graphic designer developed a vivid color scheme and created engaging layouts to make the guidelines easy to comprehend for the HDC and property owners in Birmingham.

SERVICES

Historic Consulting
Graphic Design

CLIENT REFERENCE

Nicholas Dupuis
Planning Director
151 Martin Street
Birmingham, MI 48009

TEAM MEMBERS

Cassandra Talley
Lillian Candela
Katie Cook
Kyle Berryman



CITY OF KALAMAZOO HISTORIC RESOURCE SURVEY

LOCATED: Kalamazoo, MI | TO BE COMPLETED: 2025

HC

Kraemer Design Group (KDG) is currently conducting a reconnaissance-level historic resource survey of 4,000 properties in several neighborhoods in Kalamazoo, Michigan. Neighborhoods contain a mix of residential, commercial, industrial, and civic resources that date to the mid-nineteenth century through the mid-twentieth century. KDG is conducting survey fieldwork in addition to utilizing imagery collected through a community-driven survey program.

Continuing the relationship established with the City following KDG's completion of the Edison neighborhood historic survey, KDG is working hand in hand with the City. The survey will not only provide a foundation for future preservation activities, but also builds off of the volunteer survey work conducted by the local communities.

SERVICES

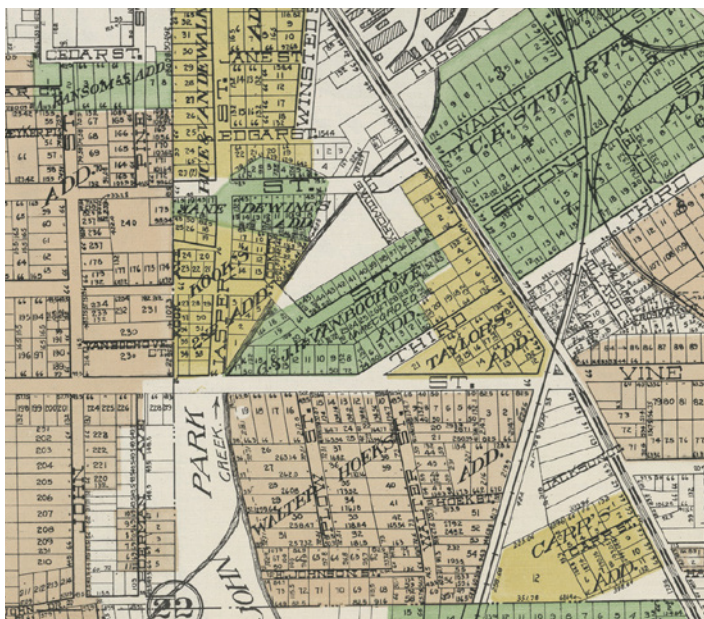
Historic Consulting
Historic Resource Survey

TEAM MEMBERS

Cassandra Talley
Lillian Candela
Katie Cook

CLIENT REFERENCE

Luis Peña
Historic Preservation Coordinator
Community Planning and Economic
Development
245 North Rose Street
Kalamazoo, MI 49007



SURVEY OF AFRICAN AMERICAN HOUSING IN INKSTER, MICHIGAN

LOCATED: Inkster, MI | COMPLETED: 2023

HC

KDG is currently conducting an Intensive and Reconnaissance Level Survey of African American housing in Inkster, Michigan spanning from 1920 to 1970. KDG is working closely with the SHPO and the community in Inkster to identify, survey, and document important resources in the community including the LeMoyne Gardens Urban Renewal project, the Ford-Inkster Homes, the George Washington Carver Defense Housing project, and a 1950s subdivision that was developed by the Inkster Housing Commission expressly for the purpose of providing high-quality, middle-class housing that was integrated from the outset.

The survey consists of approximately 460 resources with three target areas being surveyed at the reconnaissance level while one area (the 1950s subdivision) being surveyed at the intensive level. The survey will be completed in early 2023. The project entails gathering resources from under-documented communities with histories that have not yet been collected in secondary sources. Because of this, a critical component of the survey is the community engagement component in which Kraemer Design Group is consulting with both local experts as well as community residents to inform and help evaluate the area's resources. This project is critical to elevate and document the histories of marginalized communities and will act as a catalyst for future designation and nomination in the neighborhood. This survey project is being funded by a 2020 grant from the National Park Service's African American Civil Rights grant program.

SERVICES

Historic Consulting
Historic Resource Survey

TEAM MEMBERS

Lillian Candela
Cassandra Talley
Katie Cook
Brian Rebain

CLIENT REFERENCE

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CITY OF KALAMAZOO EDISON HISTORIC NEIGHBORHOOD SURVEY

LOCATED: Detroit, MI | COMPLETED: 2021



For Reconnaissance Level Survey projects, KDG works at the intersection of Planning and Historic Preservation. As a historic consultant, KDG assists local planners by assembling a comprehensive, detailed view of the historic buildings that contribute to the community. To create the report, KDG documents each building in the field, conducts research online and at local resource sites, and evaluates the buildings at the individual and community level.

In 2021, KDG conducted a Reconnaissance Level Survey of the historic Edison neighborhood in Kalamazoo. The project was partially funded by the Michigan State Historic Preservation Office and is being administered by the City of Kalamazoo. The project is critical to elevate and document the histories of marginalized communities and will act as a catalyst for future designation and nomination in the neighborhood. The survey consists of approximately 3,500 parcels and is being completed in compliance with the 2018 Michigan Above Ground Survey Manual and Michigan State Historic Preservation Office Style Guide. A critical component of the survey is the community engagement component in which Kraemer Design Group is consulting with both local experts as well as community residents to inform and help evaluate the area's resources. KDG is excited to be playing a key role in documenting the history and shaping the future planning of the Edison Neighborhood.

SERVICES

Architectural Survey
Historic Consulting
Historic Resource Survey

TEAM MEMBERS

Cassandra Talley
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CLIENT REFERENCE

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NORWICH HISTORIC SURVEY AND NATIONAL REGISTER NOMINATION

LOCATED: Roanoke, VA | TO BE COMPLETED: 2024



Kraemer Design Group (KDG) is nearing completion of a 200-parcel survey of the Norwich neighborhood and a portion of the Virginia Heights neighborhood in Roanoke, Virginia. Norwich was established in 1891 when the Norwich Lock Manufacturing Company, of Norwich, Connecticut, relocated its factory to Roanoke. Serving as the impetus for residential and commercial growth in the surrounding area, the lock works became a series of cotton and twine mills throughout the remainder of the late-nineteenth and early-twentieth centuries. Companies constructed housing that was rented to their employees, attracting families to the neighborhood who labored in the mills.

Residential, commercial, and religious structures from the era of the mills are extant in Norwich and are significant as they convey the working-class history of the neighborhood. KDG is pleased to not only conduct survey work in the neighborhood, but also author Norwich's National Register nomination.

SERVICES

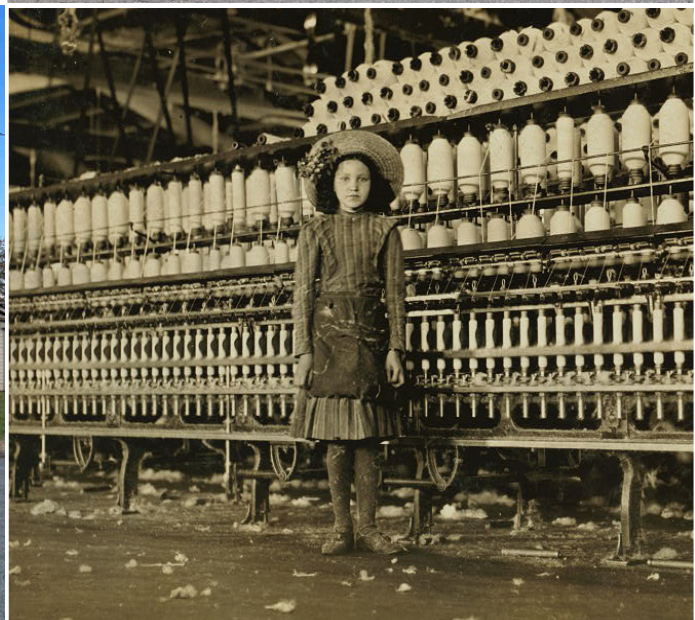
Historic Consulting
Historic Resource Survey
National Register Nomination

CLIENT REFERENCE

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TEAM MEMBERS

Cassandra Talley
Lillian Candela
Katie Cook



SURVEY OF THE BROADELL NEIGHBORHOOD IN FAYETTEVILLE

LOCATED: Fayetteville, NC | COMPLETED: 2024



Kraemer Design Group (KDG) completed a historic resource survey of African American housing within the Broadell Neighborhood in Fayetteville, North Carolina. Housing within the neighborhood largely dates to the mid-twentieth century and is centered around the Fayetteville State University, a historically Black university with a history stretching back to 1867. KDG has been working hand in hand with the Seabrook-Broadell Community Watch, an active community organization, and the State Historic Preservation Office (SHPO) to conduct research and fieldwork.

Approximately 530 resources were surveyed, the majority of which are residential properties in addition to a small number of religious and educational buildings. KDG followed survey standards published by the SHPO and completed the project in February 2024. The survey of the Broadell Neighborhood will not only acknowledge and document African American histories within this community but will also serve as a springboard for future preservation activities in the neighborhood.

SERVICES

Historic Consulting
Historic Resource Survey

TEAM MEMBERS

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CLIENT REFERENCE

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HISTORIC CONTEXT AND RESOURCE SURVEY OF LATINX COMMUNITIES

LOCATED: Detroit, MI | COMPLETED: 2023

HC

Kraemer Design Group completed a Historic Context and Historic Resource Survey of Latinx communities in Detroit, Michigan. Detroit has a thriving Latinx population centered around the Southwest Detroit neighborhoods of Clark Park, Hubbard Farms, and Springwells. KDG staff researched historic sites in Detroit that have significance to Latinx communities including churches, businesses, homes, parks, and civic buildings. The project was an important step in documenting the Latinx histories in Detroit and the wider Southeast Michigan region. Documenting the history of migration, settlement patterns, business and cultural developments, and housing in Latinx communities presents the opportunity to craft a historic context that gives voice to Latinx residents who have created vibrant neighborhoods in Detroit for over a century. This project entailed historic survey fieldwork, archival research, planning and conducting oral histories, and writing a comprehensive historic context in the form of a survey report and Multiple Property Documentation Form (MPDF).

SERVICES

Historic Consulting
Historic Resource Survey

TEAM MEMBERS

Lillian Candela
Cassandra Talley
Katie Cook

CLIENT REFERENCE

Kelsey Maas
Preservation Planner
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African American Housing in Inkster, Michigan, 1920-1970



House at 3236 Walnut, Inkster, Michigan. (Kraemer Design Group 2022)

Sponsored by:
Michigan State Historic Preservation Office
Lansing, MI

Conducted by:
Kraemer Design Group LLC
1420 Broadway
Detroit, MI 48226

Authored by:
Cassandra Talley, Lillian Candela, and Katie Cook

Historic and Thematic Contexts

The text below gives additional details about the historic themes that distinguish Inkster. These themes are intended to give a broad overview of the history of Inkster as it pertains to each historic context. These contexts directly relate to the architectural resources discovered during the course of the survey.

Community Planning and Development and Ethnic Heritage

The planning and development of the surveyed communities in southwest Inkster is so inextricably tied to Black history that the two areas of significance cannot be discussed separately. The history and significance of both community planning and development and ethnic history are outlined below, tracing early Michigan history to the foundation of Inkster to the development of housing communities for the Black residents of Inkster through the twentieth century.

Early History

At the close of the last ice age, Native Americans of the Paleo period traveled through what became Wayne County in order to hunt large game. By about 5,000 BCE Native American peoples in the area were using tools made of granite and, sometimes, copper. The copper presumably made its way to lower Michigan via trade routes from the Native Americans in the Upper Peninsula where copper was plentiful and easily mined. During the Woodlands period, early Native Americans in Michigan included Odawa, Potawatomi, Wyandotte, and Huron with many other tribes traveling through the area.² While gathering oral histories for this report, one man who visited Inkster often as a child, remembers playing on a large hill that he believed was an old Native American burial mound.³ Located somewhere near Inkster Park, north of Michigan Avenue, the location of this hill, and whether it still exist today, could not be confirmed. That being said, mound building tribes were known to be in the Detroit area with several substantial mounds located near where the mouth of the Rouge River empties into the Detroit River.⁴

Despite Detroit's founding in 1701 and continued growth through the latter decades of the 1700s, the first White settlers did not move through Inkster until around 1801 and permanent settlement wouldn't occur in Inkster until the 1820s or 1830s.⁵ Michigan became a territory of the United States in 1805 and, because White settlers were still sparse in the territory, land was advertised at two dollar per acre to increase settlement in this new territory.⁶ Population growth in Inkster was slow due to the dense forests that grew in the area and because of the "low-lying malaria infested wetlands located between the present day cities of Dearborn and Ypsilanti."⁷

² Alice Bostick, *The Roots of Inkster* (Inkster, MI: City of Inkster Library and Historical Commission, 1980), 9.

³ Conversation with Darnell Foreman, Cardboard City Reunion at Inkster Park, September 10, 2022.

⁴ Paul Sewick, "The Mound Builders," *DetroitUrbanism*, accessed October 3, 2022, <http://detroiturbanism.blogspot.com/2015/12/the-mound-builders.html>.

⁵ Howard O'Dell Lindsey, "Fields to Fords, Feds to Franchise: African American Empowerment in Inkster, Michigan" (PhD diss., University of Michigan, 1993), 8.

⁶ Bostick, 17.

⁷ Lindsey, 8.

To more thoroughly inhabit this area, most potential settlers had to wait until advances in road, rail, and other infrastructure were begun in earnest, which began happening in the 1820s. The Erie Canal opened in 1825 which was the impetus for much early migration to Michigan in the late 1820s and 1830s. The Erie Canal provided easier routes for settlers from the east coast to access the abundant vacant land available in Ohio, Michigan, and beyond.

Early Michigan roads often followed old Native American trails, and this is true of Michigan Avenue which travels through Inkster just south of the Rouge River—it roughly follows the location of the Old Sauk Trail through southern Michigan.⁸ It was first improved as a military road to connect Detroit to Chicago and served as a wagon road and stagecoach line in the mid-19th Century. With the creation of the Michigan State Highway Department in 1905, the road became a state trunk line and was later named U.S. 12 as part of the federal highway system. Around 1922, communities along the highway agreed to adopt the name “Michigan Avenue” for their main streets as a coordinated auto tourism promotion. U.S. 12 was designated a Michigan Heritage Route by the Michigan Department of Transportation in 2004.⁹

The extension of Michigan Avenue westward from Detroit was begun in the late 1820s and mostly completed in 1833.¹⁰ Also called the Chicago Road, the connection between Detroit and Chicago would provide a valuable thoroughfare for military troops—the primary purpose for which it was initially constructed—and later for goods, commerce, and trade. Small settlements and towns popped up along its route as travelers on the road needed lodging, food, and locations to water and feed their horses as the journey could span several days during this non-mechanized era of travel. A journey along Michigan Avenue by wagon from Detroit to Dearborn for instance would take a full day, necessitating an overnight stay.¹¹ Midpoint stopping locations like Inkster and Wayne broke the journey into manageable distances for these early travelers.

Settlement of Inkster

The first settler in Inkster is disputed but permanent settlement in the area was accomplished by the 1820s or 1830s at the latest. One source notes that the first settlers may have been either Reverend Marcus Swift and Luther Reeves who bought property in 1825 or John Lathers in 1830.¹² Yet another source states the first settler in Inkster was Marenus Harrison who reportedly bought property in Inkster in 1822.¹³ Harrison and his wife Hannah’s graves are still extant in a historic cemetery located next to the location of the old Inkster Post Office just south of Michigan Avenue.¹⁴ Robert Inkster moved to the nascent community in 1855 to “start a steam

⁸ Bostick, 1.

⁹ LeRoy Barnett, *Drive Down Memory Lane: The Named State and Federal Highways of Michigan*, (Allegan Forest, MI: Priscilla Press, 2004) and Christopher J. Bessert, “Michigan Highways,” accessed April 26, 2023, michiganhighways.org.

¹⁰ Aaron Mondry, “Michigan’s Highway: The History of Michigan Avenue, Our State’s Most Important Road,” ModelD, March 6, 2017, accessed August 29, 2022, <https://www.modeldmedia.com/features/michigan-avenue-pt1-030617.aspx>.

¹¹ Paul Sewick, “Radial Avenues Part III: Michigan Avenue,” Detroit Urbanism, September 19, 2016, accessed August 31, 2022, <https://detroiturbanism.blogspot.com/2016/09/radial-avenues-part-iii-michigan-ave.html>.

¹² Lindsey, 9-11.

¹³ Bostick, 24.

¹⁴ Bostick, 24.

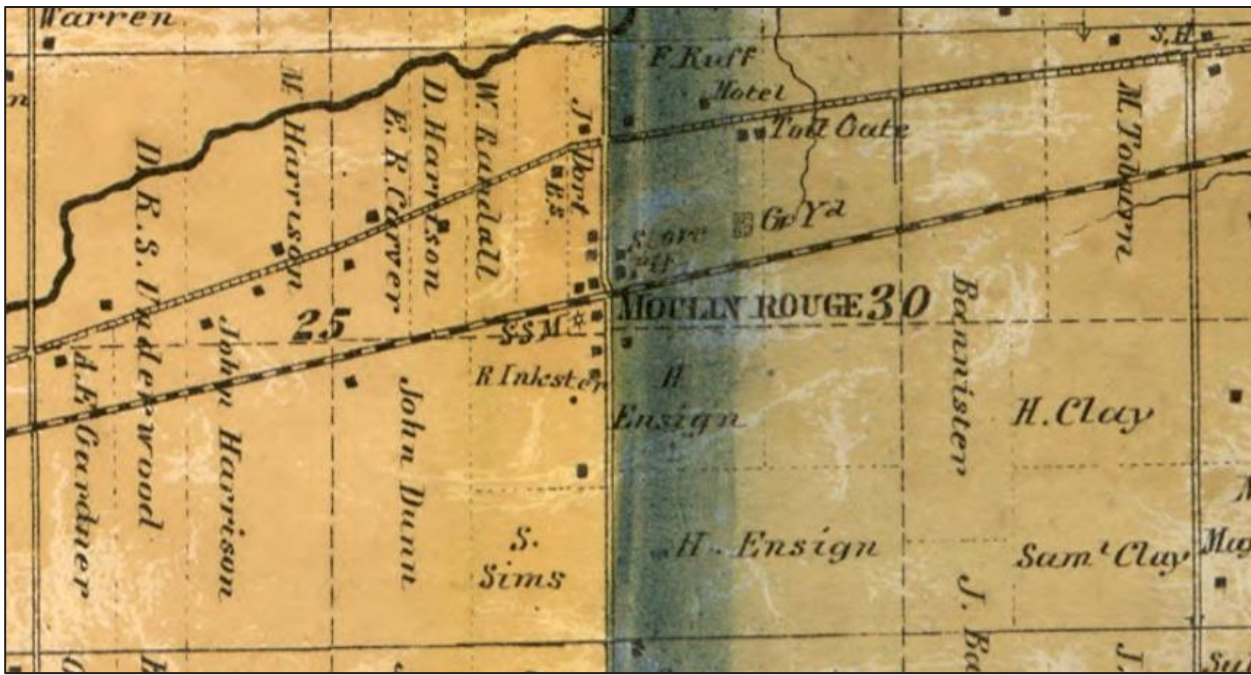


Image 5. 1860 map of Wayne County, Michigan showing Robert Inkster's property and the location of Moulin Rouge. (Geil, Harley and Siverd, *Map of Wayne Co., Michigan* (Philadelphia: Geil, Harley & Siverd, 1860)

powered saw mill" known as "the red mill" which he used to cut railroad ties and wooden planks for Michigan Avenue.¹⁵ Inkster was initially called "Moulin Rouge" (which means red mill in French) named, presumably, after Robert Inkster's mill. The name of the village was changed to Inkster in 1863.¹⁶ Presumably, the town itself and Inkster Road were both named after Robert Inkster due to his status in the community as a prominent citizen and successful businessowner. Robert Inkster left for Kalamazoo sometime around 1875 and moved to South Burdick Street in that city.¹⁷ He left an imprint on the development patterns of Kalamazoo too: In 1912, the Inkster Park Subdivision was platted by members of the Inkster family.¹⁸ Additionally, Inkster Avenue in Kalamazoo was named after Robert Inkster.

Many of the other roads in Inkster were named after early settlers. Henry Ruff Road is named after Henry Ruff, son of James Ruff, who owned a large farm in Inkster south of the Eloise Asylum. The Ruff family originally settled in Inkster circa 1827 when Francis Ruff moved to the Inkster area and opened a tavern on Michigan Avenue near Inkster Road.¹⁹ Henry Ruff's sister, Frances Ruff, married John Daly of whom Beech-Daly Road is named after.

When the Village of Inkster was incorporated in 1926, it occupied part of two townships: Dearborn Township to the east and Nankin Township to the west however "Nankin and Dearborn Townships respectively went through several name changes between 1827-1836."²⁰ Nankin Township had been called Bucklin Township, which had been organized in 1827, but

¹⁵ Mona Grigg, "This is a Year to Celebrate for Inkster and its Churches," *Detroit Free Press*, December 6, 1984.

¹⁶ Bostick, 13.

¹⁷ John Lents, "Inkster Road," December 10, 1970, Roads – General Folder, Wayne Historical Museum.

¹⁸ City of Kalamazoo, Ogle Atlas, Plate 37, 1910, Burton Collection.

¹⁹ Mildred Hanchett, "Ruff Road," December 10, 1970, Roads – General Folder, Wayne Historical Museum.

²⁰ Lindsey, 8.

Bucklin was later divided into two sections and renamed Nankin Township and Peking Township. Peking Township was later renamed Redford Township.

After the first permanent settlers moved to Inkster, the population growth in this nascent community was initially slow. An early territorial census from 1827 recorded just 491 residents in the whole of Bucklin Township.²¹ An 1893 plat map shows Inkster to be a very sparsely populated area with just 72 houses marked on the map.²² This slow trajectory of population growth continued during the middle and late decades of the nineteenth century—the population at the year 1900 was estimated at 150. It was during the first three decades of the twentieth century that Inkster began to grow substantially: between 1900 and 1930 the population of Inkster grew from 150 to 4,400 residents. Of the 4,400 residents in 1930, 1,195 were Black. The Black and White residents were fully segregated at this time.²³ In 1950, the population in the southwest quadrant (where all four survey areas are located) was estimated at about 9,200 people while the entire north section of the city (northwest and northeast quadrant) was estimated at 4,200.²⁴ Black and White residents were still segregated in 1950 with the majority of non-White residents residing in the southwest quadrant of Inkster per census tract data.²⁵

Because of Michigan's location on the Detroit River with direct adjacency to the city of Windsor and its surrounding areas, African Americans fleeing slavery made Michigan one of "the largest terminus points for slaves" escaping into Canada.²⁶ In fact, "between 1840 and 1862 it is estimated that 30,000 slaves made their escape into Canada via Michigan. Some of these fugitives passed through Inkster."²⁷ One of the earliest Black settlers in Inkster about whom much is known is Charles Lawrence. Lawrence bought a home on eight acres in 1918 in the southwest section of Inkster. Another Black family, the DeBaptiste family, moved to a home near Annapolis and Henry Ruff in 1919.²⁸ By the 1920s, Inkster was becoming known as a place where African Americans could buy property and pursue the American Dream denied to them in nearly every other location in metro Detroit.

Inkster's development as a haven for African American residents likely had its origins in two places, with the main reason being that there was a "desire on the part of powerful civic forces in Detroit during the 1920s, to create a Black housing enclave to house the 'overflow' of Black workers coming to the city for jobs" during the Great Migration.²⁹ These civic forces included Detroit's municipal government, made up of exclusively White individuals, and organizations lending support to the Black migrants such as the Detroit Urban League (DUL). The DUL in

²¹ Bostick, 22.

²² William C. Sauer, *General Official Atlas of Wayne County, Michigan* (Detroit, MI: Wm. C. Sauer, 1893), Library of Congress, <https://www.loc.gov/item/map50000701/>.

²³ Elizabeth D. Esch, *The Color Line and the Assembly Line* (Oakland, CA: University of California Press, 2018), 103.

²⁴ "Population Area Adjacent to Detroit 1950," United Community Services of Metropolitan Detroit, Research & Planning Department, Walter Reuther Collection.

²⁵ "Non-White Population by Census Tract 1950," United Community Services of Metropolitan Detroit, Research & Planning Department, Walter Reuther Collection.

²⁶ Bostick, 39.

²⁷ Bostick, 39.

²⁸ Bostick, 40.

²⁹ Lindsey, xiv.

particular sought to develop a plan to alleviate the overcrowding and provide an alternative to the substandard housing relegated to Black Detroiters.³⁰

The Detroit branch of the National Urban League, known as the Detroit Urban League (DUL), was formed in 1916. The DUL was formed and funded by wealthy White Detroit residents with support from the national organization, with the aim of assisting the growing number of rural Black migrants coming to Detroit from the South.³¹ The willingness to extend support to Detroit's growing Black population sprang from the desire to manage Black migration in a manner that maintained the existing racial relations in Detroit through the management of the Black community's housing, healthcare, and employment. Henry G. Stevens, one of the wealthy White philanthropists, was a strong supporter of the DUL's establishment.³² The first Executive Director of the DUL was Forrester B. Washington, an established Black social worker, who held the position until his resignation in 1918 at which time Washington was drafted into the United States Army to fight in World War I.³³ Following Washington's departure, John C. Dancy was offered the position of executive director of the DUL, a position he would excel at and hold for decades.³⁴

John Dancy's tenure as Executive Director of the DUL spanned 42 years, during which time he tirelessly worked to support Detroit's growing Black community.³⁵ Forging connections with White city leaders and prominent employers, throughout Dancy's time at the DUL he sought to provide a sense of stability for recent arrivals to Detroit and address the needs of the Black community. Dancy understood the Black community's need for adequate housing, healthcare, and employment and used his position to influence Detroit's White elite to aid the city's Black population.³⁶ One of Dancy and the DUL's significant achievements was their role in the development of the Eight Mile-Wyoming community, encompassing neighborhoods in northwest Detroit north of Eight Mile in Royal Oak Township.³⁷ Dancy worked with White developers to procure and sell lots to Black families, providing a path to homeownership and an escape from the overcrowded conditions in Detroit's existing Black neighborhoods of Black Bottom and Paradise Valley.³⁸

Southwest Inkster was one of the few outlying areas in the metro Detroit area, like the Eight Mile-Wyoming area in northwest Detroit, that did not have or ignored racially restrictive covenants.³⁹ The proximity to the railroad and to Henry Ford's River Rouge plant, then under

³⁰ Herb Boyd, *Black Detroit: A People's History of Self-determination* (New York: HarperCollins, 2017), 93-97.

³¹ Njeru Wa Murage, "Organizational History of the Detroit Urban League, 1916-60 (Volumes I and II)" (PhD diss., Michigan State University, 1993), 90, 96.

³² Murage, 97-98, 115.

³³ Murage, 99, 108, 173; "Forrester B. Washington (1887-1963)," BlackPast, accessed January 16, 2023, <https://www.blackpast.org/african-american-history/washington-forrester-b-1887-1963/>.

³⁴ Murage, 173.

³⁵ "John Campbell Dancy Jr. (1888-1968)," BlackPast, accessed January 16, 2023, <https://www.blackpast.org/African-american-history/dancy-john-campbell-jr-1888-1968/>.

³⁶ Murage, 175-177.

³⁷ Saundra Little, Ruth E. Mills, Megan Zidar, and Lauren Strauss, "Eight Mile-Wyoming Neighborhood Detroit, Michigan," Survey Report, Quinn Evans, 2022, 4.

³⁸ "Congratulations, John Dancy!" editorial, *Detroit Tribune*, January 18, 1936; Charles Wartman, "Story of Progress--The Urban League," *Michigan Chronicle*, February 2, 1946.

³⁹ Lindsey, xiv.

construction, were also contributing factors to its growth. Ford was the first of Detroit's automakers to hire African American workers and following the opening of the River Rouge plant in 1917, relocated most of the company's Black workers to the foundries and glass shop at the Rouge plant. It was during the booming years of the 1920s that Black residents first began moving to Inkster in significant numbers.

The southwest quadrant of Inkster was home to a large Black community, but the majority of the village's population was White. In 1930 Black residents made up 26.7% of the population in Inkster and 36.8% in 1940.⁴⁰ Black residents remained confined to the southwest quadrant of Inkster due to "rigid segregation" and this wouldn't begin to change until the 1960s.⁴¹ Just one example of the type of racism experienced by Black residents in Inkster is Fred Thompson's experience in 1944 when he attempted to order a coffee at Midway Lunch at 27476 Michigan Avenue, located on the northern side of the accepted color line, he was refused service. Thompson called the Inkster police but, later, could not get a warrant for the owner of the restaurant because, according to the prosecutor, it would be "impossible to obtain a conviction in Inkster."⁴² Southwest Inkster remained a haven for better quality housing for Blacks than that which was available in Detroit, but the pervasive problems of being treated as second-class citizens remained.

Early plat maps in Inkster show that many areas were platted years before development actually began. This is true of the Dearborn Acres Subdivision and the Wolverine Tractor Subdivision and the Watsonia Park Subdivision No. 2, with the earliest plats in the former occurring in 1914 and 1917, respectively, while the latter was platted initially in 1925. In the Dearborn Acres and Wolverine Tractor subdivisions, lots began selling and homes were constructed during the mid- to late-1920s, continuing through the post-war period.⁴³ While the Watsonia Park subdivision was platted in 1925, housing was not constructed in earnest until the 1950s and on through the 1970s.⁴⁴

Additionally, several streets located within the survey area were renamed after the subdivisions were platted in the 1910s and 1920s. At some point between the late 1930s and 1950 Maple Street became Andover Street, Oak Street became Carlisle Street, and Butler Avenue became Annapolis Avenue.⁴⁵ It is unclear what prompted the renaming of this small subset of streets within the survey area or when renaming occurred specifically. Alfred Street was temporarily renamed Allen Street in 1970, honoring the life and accomplishments of longtime Inkster

⁴⁰ Lindsey, 19, 23.

⁴¹ Lindsey, 18-19, 29.

⁴² "Restaurant Man Loses Case for Refusing Service," *Michigan Chronicle*, December 2, 1944.

⁴³ Wayne County Register of Deeds, "Dearborn Acres Sub #2, part of Sections 25 & 36 T.2S R9E. Nankin Twp. Wayne Co. Mich.," tract index for Dearborn Acres Subdivision No. 2, liber 33 page 79; Wayne County Register of Deeds, "Wolverine Tractor Sub. Of part of E1/2 of Sec. 25 lying S of Mich Central RR. Nankin Twp. T.2S R9E. Wayne County, Michigan," tract index for Wolverine Tractor Subdivision, liber 38 page 34.

⁴⁴ Wayne County Register of Deeds, "Watsonia Park Subdivision #2 of S 1/2 of NW 1/4 and W 1/2 of SW 1/4 of NE 1/4 of Sec. 31, T2SR10E," tract index for Watsonia Park Subdivision # 2, liber 55 page 9.

⁴⁵ Division of Research and Statistics Federal Home Loan Bank Board and Appraisal Department Home Owners' Loan Corporation, *Residential Security Map* (Detroit, MI: Hearne Brothers, 1939); Mason L. Brown & Son, *Village of Inkster Michigan* (Detroit, MI: Mason L. Brown & Son, 1950) in Anita Smith Cobb, "The Negro in the Inkster Village Council," seminar paper, Department of History, University of Michigan, 1958, Bentley Historical Library.

resident and successful Black Businessman Lafayette Allen.⁴⁶ By 1972, Alfred Street had officially become Allen Street.⁴⁷

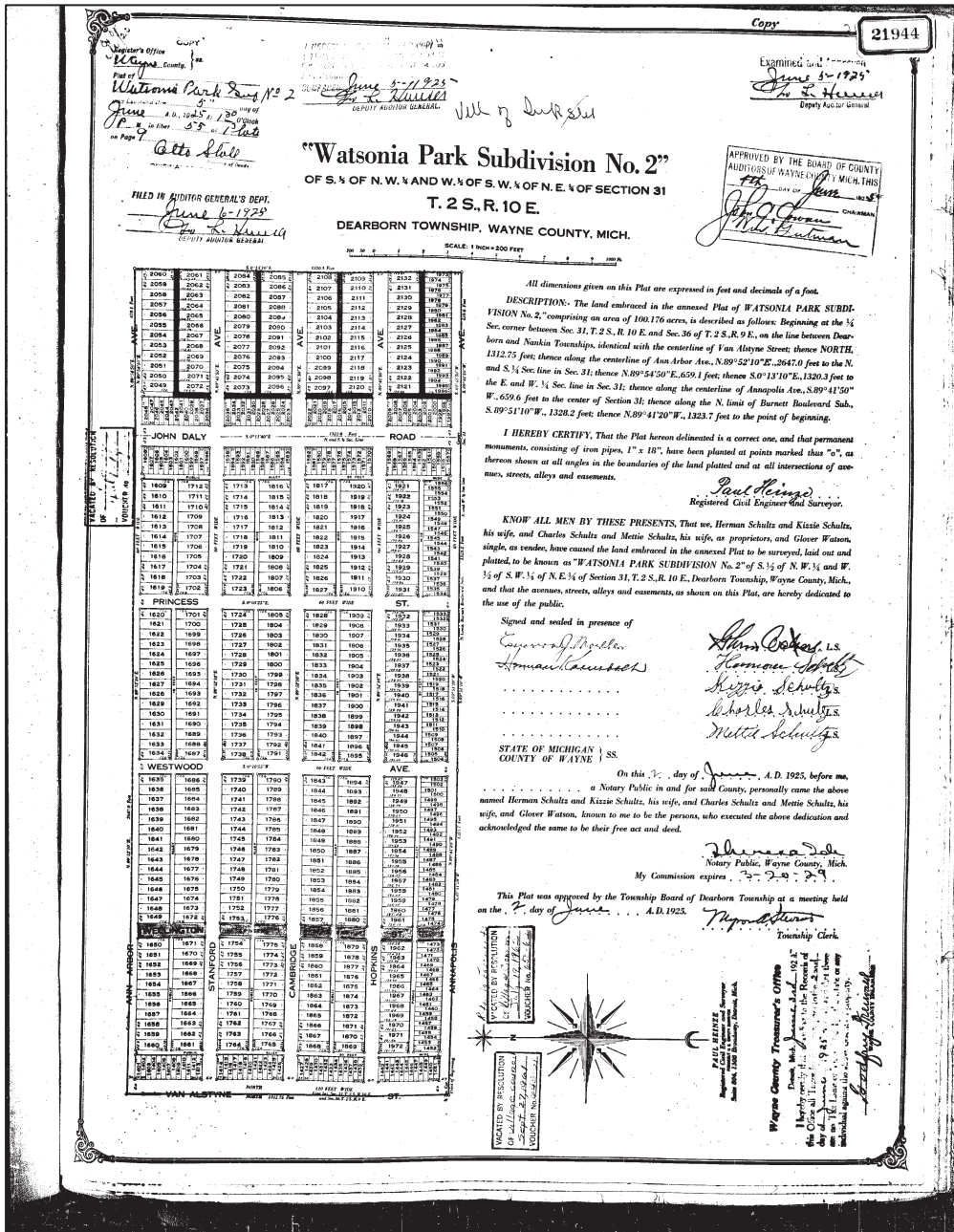


Image 6. Plat map of Watsonia Subdivision No. 2, platted in 1925. Development did not begin in earnest in this subdivision until the 1950s. ("Watsonia Park Subdivision No. 2." Subdivision Plat. 1925. Michigan Department of Licensing and Regulatory Affairs (LARA))

⁴⁶ Howard Kohn, "Inkster Loses Its Chitling Capitalist," *Detroit Free Press*, December 23, 1970.

⁴⁷ Council of the City of Inkster, Resolution 72-8-394, 1972, in "Burns-Van Alstine Sub." Subdivision Plat. 1926. Michigan Department of Licensing and Regulatory Affairs (LARA).

Development of Adjacent Communities

The history of the Black settlement in Inkster is inextricably tied to the explosive growth Detroit experienced in the early decades of the twentieth century. Thousands of Black people from the rural South moved north to cities like Detroit seeking greater economic prospects and to escape the harsh Jim Crow policies in the south. Called the Great Migration, the internal migration of Black Americans moving from the rural south to urban centers in the north dramatically altered the demographic composition of the nation. The migration is often considered in two halves: the first migration occurred between 1910 and 1940 and the second migration occurred between 1940 and 1970. During the first wave of the Great Migration southern migrants primarily moved to the Northeast and Midwest causing enormous growth in Black populations in cities such as Detroit, Chicago, New York, and Philadelphia.⁴⁸

In 1913 Henry Ford revolutionized the automobile industry by introducing the moving, conveyor-based assembly line at the Ford Motor Company plant in Highland Park, Michigan. Cutting the production time for an automobile from twelve hours to just one hour thirty-three minutes, the costs associated with producing a car dropped dramatically which, increasingly, meant that average Americans could afford the end product. To keep pace with demand, Ford and other manufacturers began hiring thousands of employees. The demand for labor was so great that it spurred a population boom in Detroit beginning in the late 1910s.

With its burgeoning automotive industry, relatively well-paying jobs, and nearly unlimited land due to aggressive annexation of neighboring municipalities, Detroit experienced exponential growth during the first five decades of the twentieth century. In 1900 the total population of Detroit was 285,704, while the total African American population was counted at 4,000 individuals.⁴⁹ It increased progressively into 1910 with a total African American population of 5,741 amongst a total population of 465,766. In 1917, it was reported that a thousand southern migrants per month disembarked at Michigan's Central Station with the primary source states being Georgia, Alabama, and Tennessee.⁵⁰ By 1920 the total population of Detroit had skyrocketed to 993,078.⁵¹ African Americans numbered 40,838 that same year. By 1930 Detroit's African American population had almost tripled to 120,066.⁵²

Ford Motor Company's promise of job opportunities and equal pay for African Americans helped draw southern Black families to Detroit. Detroit and the inner ring suburbs saw tremendous population growth following the company's 1917 opening of the River Rouge

⁴⁸ Stewart E. Tolnay, "The African American 'Great Migration' and Beyond," *Annual Review of Sociology* 29, 2003.

⁴⁹ Sheldon Danziger, Reynolds Farley, and Harry Holzer, *Detroit Divided* (Buffalo, NY: Russell Sage Foundation, 2002), 21; Detroit Historical Society, "Industrial Detroit (1860-1900)," <https://detroithistorical.org/learn/timeline-detroit/industrial-detroit-1860-1900>.

⁵⁰ Victoria W. Wolcott, *Remaking Respectability: African American Women in Interwar Detroit* (Chapel Hill, NC: University of North Carolina Press, 2001), 51.

⁵¹ Santa Fe Institute, "Population History of Detroit from 1840-1990," <http://tuvalu.santafe.edu/~redner/projects/population/cities/detroit.html>

⁵² Douglas O. Linder, "The Races in Detroit," Famous Trials, <https://famous-trials.com/sweet/127-races>.

Complex in Dearborn and the Company's decision to hire Black workers in earnest.⁵³ The rapid increase of Detroit's Black population by 1930 placed immense pressure on housing in the city's African American neighborhoods of Black Bottom and Paradise Valley.⁵⁴ Racially restrictive covenants, violence, and discrimination were used by the White community to prevent the expansion of the Black community's boundaries.⁵⁵ Organizations such as the DUL offered assistance to newly arrived Black migrants in adjusting to urban life in Detroit and recognized the lack of adequate housing for newcomers to the city.⁵⁶ Black families aided by the DUL were able to secure housing beyond these overcrowded neighborhoods in areas without racially restrictive covenants such as the Eight Mile-Wyoming community, near Detroit's northern border, and Inkster.⁵⁷ Conant Gardens is another example of a Black neighborhood that developed in the late 1920s as Black families distanced themselves from the overcrowded east side neighborhoods.⁵⁸ Through the 1920s and 1930s Ford Motor Company established itself as the dominant employer of African Americans in the automobile industry, with the vast majority of the company's Black workforce employed at the River Rouge Complex. Inkster's proximity to the plant meant that providing access to housing for Black families near the complex became increasingly important.⁵⁹

Although Ford Motor Company employed Black workers, Henry Ford held onto the notion of White superiority, believing in, "innate black-white differences that led him to support social and residential segregation."⁶⁰ Ford worked to prevent Black families from living in Dearborn, even though Black workers were employed at Ford Motor Company.⁶¹ In the early 1920s, as Detroit's Black population was increasing, Ford initiated an exclusive residential development in Dearborn where Ford Motor Company retained the right to buy out, for any reason, "undesirable" purchasers, insinuating that Black people would not be allowed to live in the development.⁶² Ford's desire for segregation was shared by members of the White communities surrounding Inkster. The *Detroit Free Press* reported in November of 1924 on the "largest meeting of Klansmen," under a "huge flaming cross," in Dearborn Township. It was estimated that 25,000 to 50,000 White people were in attendance.⁶³

This long, well-documented history of racism toward African Americans in Dearborn certainly influenced the development of Inkster as a city in which Black Ford employees could settle without meeting the racist fueled resistance seen in Dearborn. Long-serving Dearborn mayor

⁵³ Beth Tompkins Bates, *The Making of Black Detroit in the Age of Henry Ford* (Chapel Hill, NC: University of North Carolina Press, 2012), 41-42; Ralph J. Christian, "Ford River Rouge Complex," Dearborn, Wayne County, Michigan, National Register of Historic Places, National Historic Landmark #78001516.

⁵⁴ Bates, 33, 101.

⁵⁵ Bates, 32-33.

⁵⁶ Boyd, 96-97.

⁵⁷ Little, Mills, Zidar, and Strauss, 10-11; Bates, 101-102.

⁵⁸ Conant Gardens Historic District, *Detroit Historical Society Encyclopedia of Detroit*, accessed January 10, 2023, <https://detroithistorical.org/learn/encyclopedia-of-detroit/conant-gardens-historic-district>.

⁵⁹ Bates, 41-42; Christopher L. Foote, Warren C. Whatley, and Gavin Wright, "Arbitrating a Discriminatory Labor Market: Black Workers at the Ford Motor Company, 1918-1947," *Journal of Labor Economics* 21, no. 3 (2003), 498-499.

⁶⁰ Bates, 51.

⁶¹ Esch, 102; Lindsey, 87-88.

⁶² Bates, 102-103.

⁶³ "Detroit Klansmen Hold Biggest Rally," *Detroit Free Press*, November 3, 1924.

Orville Hubbard continued Dearborn's segregated origins, contributing much to this reputation. Hubbard was mayor of Dearborn from 1942 to 1978 and he was an unabashed racist once telling the Alabama newspaper *Montgomery Advertiser* in 1956 that he was "for complete segregation, one million percent."⁶⁴ In 1965 he was charged with violating a federal Civil Rights statute "for allowing Dearborn police to standby as a resident's home was stoned by other residents. The belief was that the owner of the home had sold his home to a Black family. In the end Hubbard was acquitted by the jury."⁶⁵ Black citizens in the surrounding suburbs were well aware of the racist attitudes in Dearborn. Malcolm X, in a speech given in Detroit in 1965 recalled his time living in Inkster saying, "I know Dearborn; you know, I'm from Detroit, I used to live out here in Inkster. And you had to go through Dearborn to get to Inkster. Just like driving through Mississippi when you got to Dearborn."⁶⁶

During World War II, Inkster and other nearby communities like Ecorse absorbed federal defense housing for Black workers employed at the Ford River Rouge Plant and the Willow Run Bomber plant in Ypsilanti. The City of Detroit Housing Commission had continued to adhere to the segregationist policies of the Federal Housing Administration (FHA), established during the Depression, which did not support changing the racial makeup of existing neighborhoods making it difficult to find suitable, non-controversial locations for defense housing for Black workers. Its construction in Detroit was met with protest and violence, witnessed by the opening of the Sojourner Truth Homes defense housing complex in 1942. The growing need for more defense worker housing in metro Detroit caused federal officials to look at Dearborn for the location of more defense housing. Since so many Black workers commuted through Dearborn to the defense plants at River Rouge and Ypsilanti, federal officials considered it an ideal location. In the summer of 1944 "representatives from the FHFA, the CCPA, and the Detroit Victory Council met with Dearborn officials, whom they found to be "violently opposed to Negro housing."⁶⁷ One Dearborn resident, when asked for their opinion on the possibility of Black residents moving to Dearborn to address the need for defense housing, expressed that the solution was, "a place like Inkster," as Inkster already had a Black community.⁶⁸ At the meeting where Dearborn City Council officially protested the federal government's proposal, the, "overflow audience greeted the action with vigorous applause."⁶⁹ To stymie the effort completely, Dearborn later adopted a resolution disallowing *all* public housing ensuring no Black or White defense worker housing would be built within the city.⁷⁰

⁶⁴ "Hubbard, Orville," Detroit Historical Society Encyclopedia of Detroit, accessed May 9, 2022, <https://detroitthishistorical.org/learn/encyclopedia-of-detroit/hubbard-orville>.

⁶⁵ "Hubbard, Orville," Detroit Historical Society Encyclopedia of Detroit, accessed May 9, 2022, <https://detroitthishistorical.org/learn/encyclopedia-of-detroit/hubbard-orville>.

⁶⁶ George Breitman, ed., *Malcolm X Speaks: Selected Speeches and Statements* (New York: Merit Publishers, 1965), 171.

⁶⁷ Sarah Jo Peterson, *Planning the Home Front: Building Bombers and Communities at Willow Run* (Chicago: University of Chicago Press, 2013), 266.

⁶⁸ Lillian Scott, "Dearborn Whites Oppose Negroes Moving To The City," *Michigan Chronicle*, September 23, 1944.

⁶⁹ "Dearborn Hits Negro Project," *Detroit Free Press*, November 18, 1944.

⁷⁰ Peterson, *Planning the Home Front*, 266.

Housing and Employment Racism

Housing was perhaps the most critical need for Black workers who had recently arrived in Detroit. The FHA's implementation of segregationist policies hampered efforts to address the housing needs of Black residents. Residential surveys of urban neighborhoods were completed and the Home Owners' Loan Corporation (HOLC) used surveys to create maps rating and defining areas eligible for FHA-backed low interest mortgages. These maps were used throughout the real estate industry and used the age of the building stock, amenities, infrastructure, and chiefly, race to classify neighborhoods. Diverse neighborhoods, and specifically those where Black residents lived, were given the lowest ratings, whereas White neighborhoods were consistently rated highly. Neighborhoods with low ratings were deemed to carry a higher risk for mortgage lending, thereby stunting the funneling of FHA-backed mortgages and construction of FHA-backed homes into Black neighborhoods. Known as redlining, these actions perpetuated existing segregation and significantly hampered efforts to alleviate the housing crisis facing Black residents in Detroit.⁷¹

Racial tensions in northern cities increased during this time period because there simply was not enough housing to adequately house Black people. The struggle to find adequate housing was compounded in Detroit by the fact that Black families had very few areas that were not already off limits by deed restrictions and redlining. The housing that was available was generally overcrowded and poorly maintained by absentee landlords.⁷² Homes were subdivided again and again to accommodate more people. While indoor toilets were prevalent in Detroit's eastside neighborhoods like Black Bottom and Paradise Valley where most Black families lived, landlords often installed them in the kitchen where water pipes already existed as it was the cheapest option.⁷³ Whole families would rent a single room—these families were desperate for housing and the families who sublet these single rooms could not otherwise pay the exorbitant rents which were charged by their landlord.⁷⁴ Thus, boarding was a necessity to make ends meet. In fact, in 1925 an “investigation of Detroit's Black population found typical a case in which a Ford worker was the head of a family of three with five lodgers. In his home four adults slept in a room measuring seven by nine feet.”⁷⁵

Black families who attempted to move into White neighborhoods, thus competing with White renters for the few available units, faced violent reactions like those seen in the summer of 1925, when Black physicians Alexander Turner and Ossian Sweet both attempted to move into houses located in White neighborhoods but were terrorized by violent White neighbors. Tensions, confrontations, and violent clashes were also the product of southern White people—who had also begun moving north for high paying jobs—who brought their prejudices with them when they moved.

⁷¹ Thomas J. Sugrue, *The Origins of the Urban Crisis: Race and Inequality in Postwar Detroit* (Princeton: Princeton University Press, 2005), 43-44.

⁷² “Blast Landlord in Probe of Detroit's Slum Areas,” *Chicago Defender*, January 18, 1941; “Rentors, Renters Clash At Detroit Hearing,” *Chicago Defender*, January 11, 1941; “Tenants Threaten Rent Strike in Detroit,” *Chicago Defender*, June 21, 1941.

⁷³ Richard W. Thomas, *Life for Us Is What We Make It: Building Black Community in Detroit, 1915-1945* (Bloomington, IN: University of Indiana Press, 1992), 99.

⁷⁴ Thomas, 92-94.

⁷⁵ Esch, 101.

Despite the challenges, there was some housing assistance available including help from the DUL. Its longtime director John Dancy would send DUL delegates to meet trains of new arrivals at Michigan Central Station, ushering them to the DUL's office for help in securing housing and employment. Even with Dancy's assistance however, the extent of the overcrowded and substandard housing conditions could hardly be alleviated.

Regarding employment, many Detroit employers refused to hire minorities, including Black migrants. While manufacturing jobs were plentiful during the 1920s, companies varied wildly in their willingness to hire African Americans. For example, Fisher Body refused to hire Black people outright while Ford Motor Company would send buses down to the Black Bottom neighborhood to recruit factory workers.⁷⁶ When they were hired, racism in the workplace was ubiquitous as Black workers were generally offered the most dangerous, dirty, and lowest paid jobs in the factory. This was true at the Ford Motor Company where the majority of the jobs available to Black workers seeking employment included the foundry, the paint department, and janitorial work, among others.⁷⁷ These were unskilled positions that offered little to no opportunity for acquiring skills that would increase pay and job prospects thus ensuring that the Black men who obtained them would be stuck in positions with no advancement. Despite the menial nature of the positions open to Black workers, Ford Motor Company does stand out for its early adoption of opening their hiring to Black workers while other companies outright refused to hire Black employees. When World War I necessitated that Ford expand its work force, the company hired more Black workers and opened the Ford Trade School in 1916 to provide vocational training to high school males. Though the school was open to Blacks, only a small number were actually hired for skilled labor positions upon completing the course. Ford did begin to make a very limited number of management positions available to Black workers during this period. One example was James Price who became the first Black salaried employee at Ford in 1924. However, over 5,000 Black workers were employed at the River Rouge Plant in 1922⁷⁸ and the vast majority continued to hold the most menial and least desirable jobs at the company where the health and safety hazards were great.⁷⁹ Larry Spencer, who was raised in Inkster first in "Cardboard City" and, later, in LeMoyné Gardens, recalled seeing his father come home from his job at the foundry covered in soot and is sure the air he breathed in at the foundry contributed to his early death.⁸⁰

The majority of the Black workers employed by Ford worked at the River Rouge factory, located about ten miles from Inkster. By 1939, more than 9,800 Black workers were employed at the Rouge while each of Ford's four other plants in the metro-Detroit area, including Highland Park, employed under around 30 Black workers. This differential most likely was one of the reasons for Ford's interest in developing Black housing in Inkster. The proximity of Inkster's African American settlement to the River Rouge plant proved convenient when hiring additional Black

⁷⁶ Danzinger, Farley, and Holzer, 31.

⁷⁷ Joyce Shaw Peterson, "Black Automobile Workers in Detroit, 1910-1930," *The Journal of Negro History* 64, no. 3 (Summer 1979), 179.

⁷⁸ Bates, 42.

⁷⁹ Esch, 89.

⁸⁰ Larry Richard Spencer, oral history interview with Cassandra Talley, Cardboard City Reunion, Inkster, Michigan, September 10, 2022.

workers at this location.⁸¹ Additionally, relationships developed between Ford and Inkster's Black community leaders that helped match Black residents with jobs at Ford.⁸²

Opportunity in Inkster

It is within this larger context that Inkster became an option for Black families beginning in the early 1920s. Ford Motor Company's River Rouge plant employed the majority of Ford's Black employees, and employees living in Detroit's east side commuted to the plant. By 1916, Inkster became a stop on Michigan Avenue's inter-urban rail connecting Detroit to Ypsilanti, providing public transportation from Inkster to the Rouge plant.⁸³ In 1920, after a long search, John Dancy and a White real estate developer "Mr. Packard" bought a 140-acre parcel from Milo Butler and Edward Baker.⁸⁴ The land "was located south of the tracks of the Michigan Central Railroad, west of Harrison Avenue, and east of Middle Belt Road, in what would become the southwest quadrant of the village and later the city of Inkster."⁸⁵ They began selling small lots to African Americans. This area has long been associated with Henry Ford and his "Ford-Inkster Homes" development, but Dancy and Packard's efforts predate Ford's intervention in this area.

While Dancy described the general location of the 140-acre parcel selected by him and Mr. Packard, the parcel's development is not clear. Secondary sources indicate that the land was purchased from Milo Butler and Edward Baker. Butler and Baker owned nearby land, but deed records do not indicate that Butler or Baker owned land in the area south of the Michigan Central Railroad, west of Harrison Street, and east of Middlebelt Road.⁸⁶ Moreover, the pair's properties were not adjacent to each other.⁸⁷ Based on Dancy's description of the parcel's location and size, the land was likely that which now comprises Dearborn Acres Subdivision No. 2, which contains around 140 acres.

Dearborn Acres Subdivision No. 2 was platted initially in 1914 but was replatted in 1916. Following the second platting, tract indexes for the subdivision show that two real estate companies—Kent-Wayne Realty Company and Monarch Realty Company—figure prominently in the subdivision's development. At the beginning of 1916, Monarch Realty purchased the entire subdivision—all 1,140 lots—shortly after it was replatted into smaller lots. The vast majority of lots were then sold to Kent-Wayne Realty Company in March of 1917, which then sold lots to individuals. Another individual, a wealthy Grand Rapids lumber dealer named Harlan J. Dudley, provided what appears to be a second mortgage to Kent-Wayne Realty for their lots in the subdivision.⁸⁸ Kent-Wayne Realty did not begin selling lots in the subdivision in earnest until

⁸¹ Esch, 86-88.

⁸² Bates, 8.

⁸³ Lindsey, 33.

⁸⁴ All archival documentation refers to "Mr. Packard" in quotes indicating this name is a nickname. "Mr. Packard's" legal name was not uncovered during this survey process.

⁸⁵ Lindsey, 26.

⁸⁶ Wayne County Register of Deeds, "East Half of North West Quarter of Section 36. Town 2 South, Range 9 East. Township of Nankin," tract index for Section 36, Nankin Township; William C. Sauer, *Map of Wayne County, Michigan* (New York: Sauer Bros., 1915), Library of Congress, <https://www.loc.gov/item/2012593164/>.

⁸⁷ Sauer, *Map of Wayne County, Michigan*.

⁸⁸ Wayne County Register of Deeds, "Dearborn Acres Sub #2."; "Lumber Head's Burial to be at Grand Rapids," *Detroit Free Press*, September 24, 1926.

the early- to mid-1920s with sales continuing through the end of the decade. It was around this time, in 1923, that the Kent-Wayne Realty Company advertised the Dearborn Acres No. 2 subdivision specifically to Black people.⁸⁹ In 1924, the company sought salespeople to work for the company who were willing to sell to Black people.⁹⁰ By 1926, the company published want ads looking for Black salespeople.⁹¹



Image 7. The Dearborn Acres Subdivision No. 2 is indicated on a 1915 cadastral map. The Michigan Central Railroad is north of the subdivision, Annapolis Avenue (in green) is to the south, Harrison Street (in blue) is to the east, and Middlebelt Road (in orange) is to the west. See that Edward Baker Jr. owns property just east of the subdivision, and members of the Butler family own property west of the subdivision. (William C. Sauer, *Map of Wayne County, Michigan* (New York: Sauer Bros., 1915), Library of Congress, <https://www.loc.gov/item/2012593164/>).

⁸⁹ "A Message to Colored People," advertisement, *Detroit Free Press*, October 24, 1923.

⁹⁰ "Wanted—Salesmen and women," advertisement, *Detroit Free Press*, March 9, 1924.

⁹¹ "Wanted—Salesman," advertisement, *Detroit Free Press*, July 18, 1926.

Monarch Realty was headed by Frederick Tanner and Frederick Gates who resided in Toronto, Ontario.⁹² Lots in the Dearborn Acres subdivision were advertised in 1916 and 1917 under the company moniker Tanner & Gates.⁹³ Kent-Wayne Realty was headed by William Tallmadge and Clay H. Hollister, both of Grand Rapids.⁹⁴ Little information is available about Tallmadge, but Hollister belonged to a wealthy family. Hollister and his father, Harvey J. Hollister, were both bankers and industrialists who concerned themselves with civic activities.⁹⁵ Clay Hollister was deeply involved with the YMCA in Grand Rapids and the Red Cross.⁹⁶

The individuals involved in the early development of the Dearborn Acres No. 2 subdivision appear to have at least been familiar with each other prior to their real estate ventures in Inkster and may have been connected. Each company—Tanner & Gates, Kent-Wayne Realty, and Dudley Lumber Company—had offices in the same office building in Grand Rapids. Moreover, the offices of Tanner & Gates and Kent-Wayne Realty were adjacent to each other.⁹⁷ It may be that one of the men associated with either Monarch Realty or Kent-Wayne Realty, or Harlan Dudley, was the man Dancy referred to as Mr. Packard. Involvement in civic oriented activities may have provided the connection between the wealthy businessmen and Dancy, as Dancy likewise participated in civic oriented activities.⁹⁸ Dancy was adept at using his position as Executive Director of the Detroit Urban League to influence wealthy White businessmen and government officials to aid the Black Community.⁹⁹

Much like the situation in the Eight Mile-Wyoming community, the African Americans who bought lots from Dancy and Packard often could not secure mortgage loans because of the FHA's racially prejudiced lending system. Additionally, due to the lower socioeconomic status of these buyers, they were unable to afford high quality building materials or professional builders. Thus, many people took it upon themselves to build houses with whatever materials they could find, buy incrementally, or salvage from other sources. This meant that much of the early housing stock in this area of Inkster was not up to code.¹⁰⁰ Houses in the area were made with whatever materials could be found and lacked running water or electricity.

The availability of employment and transportation, and the ability to purchase land and a home, made Inkster an attractive alternative to living in Detroit. Many Black families populating Inkster came from Detroit, but others may have learned of Inkster from Ford's labor agents, who

⁹² "Monarch Realty Company," corporate card, August 25, 1915, Michigan Department of Licensing and Regulatory Affairs, Corporations Online Filing System.

⁹³ "Dearborn Acres Subdivision," advertisement, *Detroit Free Press*, February 26, 1916; "Dearborn Acres.....Out Michigan Avenue.....," advertisement, *Detroit Free Press*, October 17, 1917.

⁹⁴ "Kent-Wayne Realty Company," corporate card, November 9, 1916, Michigan Department of Licensing and Regulatory Affairs, Corporations Online Filing System.

⁹⁵ "Pioneer Banker of Grand Rapids Dead," *Detroit Free Press*, September 26, 1909; "Banker-Industrialist Dies in Mesa Hospital," *Detroit Free Press*, February 19, 1940.

⁹⁶ "The New Secretary," *Grand Rapids Herald*, September 4, 1890; "Letter from State Capitol," *Saline Observer*, July 1, 1915.

⁹⁷ Grand Rapids Directory Company, *R.L. Polk & Co.'s 1917 Grand Rapids City Directory* (Grand Rapids, MI: Grand Rapids Directory Company, 1917), 1268.

⁹⁸ Murage, 172-173, 179-180; "John C. Dancy On Red Cross Trustee Board," *Michigan Chronicle*, March 10, 1945.

⁹⁹ Murage, 176-178.

¹⁰⁰ Bates, 53.

reportedly promoted Inkster as a place for prospective Black workers to settle.¹⁰¹ Charles Lawrence of Nashville, Tennessee, may have been the first Black settler in Inkster. In 1918, Lawrence purchased a house and acreage in the southwest portion of Inkster.¹⁰² Earlier, in the 1910 census, a Black family from Canada with the surname Simons lived nearby on Michigan Avenue. However, it is unclear if the Simons lived within Inkster's boundary.¹⁰³

Inkster During the Great Depression

With the stock market crash of 1929, the United States began a slow descent into one of the longest and deepest recessions in its history. The Great Depression had a massive effect on Inkster and its development. Almost immediately the Village faced monetary challenges. In October 1930, the village asked Edison Electric to extend it a promissory note because it could not pay its municipal street lighting bill. Edison turned off the streetlights in May 1931 when the village was \$8,000 in debt to the company. Garbage collection was suspended, and the village sold its lone police car to raise funds. To combat street crime, the volunteer police chief



Image 8. Image of a man driving a wagon filled with scrap metal in Depression-era Inkster. (Benson Collection at the Henry Ford)

¹⁰¹ Lindsey, 21, 38, 93.

¹⁰² Bates, 102.

¹⁰³ US Census Bureau, *Thirteenth Census of the United States*, US Federal Census, population schedule, district 0298, Nankin Township, Wayne County, Michigan, 1910, Ancestry.com.

campaigned for local businesses to string up Christmas lights each evening. Of the 700 unemployed Black men in Inkster in 1931, 500 of them were former Ford employees with ninety percent of them buying their homes via land contract.¹⁰⁴ In fact, before the Great Depression hit, there were many Black residents in Inkster in the process of buying or building their own homes on parcels of land in the southwestern section of the Village. In an oral history Willis Franklyn Ward, supervisor of integration at Ford Motor Company in the 1930s, stated that:

“At one time prior to the depression there was an attempt to make a Negro subdivision out of a portion of Inkster. Many of them people bought these plots and built on them. It was a promotion by real estate brokers, and that caused the colored people to become conscious of the area where they could build these homes. Some bought houses put up by the subdividers and some bought plots and attempted to put up their own homes. When the depression hit, many of the people who attempted to put up their own homes were caught short and as a result were living in incomplete homes....Many of them were ex-Ford employees laid off.”¹⁰⁵

Many residents in Inkster’s southwest quadrant suffered during this time period. In addition to the civic issues with inadequate lighting and garbage collection, the citizens of Inkster were struggling too. With so many men out of work, conditions in the nascent community deteriorated with families going hungry and living without basic necessities. It was during this time of struggle and deprivation that Henry Ford became involved in Inkster.

Ford-Inkster Project Houses (1931-1941)

Inkster is located eight miles west of the massive Ford River Rouge Complex, which is situated just west of the City of Detroit’s border with Dearborn. The Ford Motor Company was the largest employer of African Americans in Detroit in the 1920s and 1930s.¹⁰⁶ Because of its location near Ford Motor Company, Inkster became a magnet for families who worked at the massive River Rouge Complex. The seminal 1926 report *The Negro in Detroit*, the Mayor’s Interracial Committee concluded that the “Inkster Subdivision...west of Detroit on the Michigan Central Railroad...has an estimated population of 2000 and is bounded on the east by Alfred and Bruce, and on the south by Butler, on the west by Irene and on the north by Cherry. It is a development of the past three years.”¹⁰⁷

There are contrasting reports of how Henry Ford came to learn about the dire conditions in Inkster during the Great Depression. Because there were inadequate school facilities in Inkster, many of the children went to Dearborn schools for their education—one source claims Ford reportedly learned of the dire conditions in Inkster because the children who attended Fordson school in Dearborn were reportedly “very poorly dressed, poorly fed, and it was a social problem that was beyond the ability of Fordson and state authorities to cope with.”¹⁰⁸ While Willis Ward,

¹⁰⁴ Esch, 104.

¹⁰⁵ “The Reminiscences of Mr. Willis F. Ward,” from the Owen W. Bombard interviews series, 1951-1961, Benson Collection at The Henry Ford, interview conducted May 1955, 41.

¹⁰⁶ Lindsey, 93.

¹⁰⁷ Detroit Bureau of Governmental Research, *The Negro in Detroit* (Detroit, MI: Detroit Bureau of Governmental Research, 1926), report prepared for the Mayor’s Interracial Committee, 12.

¹⁰⁸ “The Reminiscences of Mr. Willis F. Ward,” 40.

a Ford Motor Company employee overseeing racial integration at the company, recalls Black families living in poor conditions in rural areas of Wayne County and how “Mr. Ford saw them,” it became Ward and the Ford Motor Company’s Sociological Department’s responsibility to assist these families.¹⁰⁹ Ward stated that the Sociological Department purchased houses for sale in Inkster and added them to the Inkster Sociological account.¹¹⁰ A third account, documented in Benson Collection records, purports that the Supervisor of Nankin Township contacted the American Red Cross for assistance in October 1931 as the Township was not able to provide for its residents. The Red Cross then apparently appealed to Ford Motor Company for a donation of vegetables for the residents of Inkster and Nankin Township. Soon after, Ford Motor Company took over for the Red Cross in providing for the village.¹¹¹

The Ford-Inkster Project was a small project within the larger Ford Sociological Department. The Ford Sociological Department was founded in 1914, the same year Ford debuted the \$5 a day wage. The Sociological Department was founded to monitor Ford employees and ensure they met the required system of rules and behaviors to earn the \$5 a day wage.¹¹² The department was headed by John R. Lee, head of personnel at Ford Motor Company. The department’s responsibilities included unannounced visits to employee’s homes and lessons in homemaking and hygiene for employee’s wives.¹¹³ Monitoring employees and tying their pay to assessments of their personal lives allowed the Ford Motor Company to mold recent immigrants and Black migrants into compliant industrial workers, in an attempt to alleviate the critical issues the company was experiencing with high rates of turnover.¹¹⁴ At the turn of the 20th Century, Ford, as well as other employers, associated the cleanliness and order of an employee’s home with a “clean mind,” and adequate morals, which, “provided the sound foundation for the construction of good work habits.”¹¹⁵ Industrialists like Ford turned to sociological programs to better their employees, but only so far as they became better workers.¹¹⁶ Originally developed to help European immigrant workers adapt to an “American” lifestyle, when immigration slowed during World War I, Ford looked to African Americans to fill jobs and shifted the purview of the Sociological Department to molding Black people into ideal industrial workers.¹¹⁷

The primary goal of the Sociological Department was to educate and “Americanize” Ford’s immigrant employees for these employees to qualify for the \$5 a day profit sharing wage. This included operating the Ford English School to teach English to non-English speaking employees. The Ford English School opened in May 1914 with classes offered at the end of each shift

¹⁰⁹ “The Reminiscences of Mr. Willis F. Ward,” 48; “Finding Aid for Willis Franklyn Ward Papers, 1941-1955,” Benson Collection at The Henry Ford, 2017, <https://www.thehenryford.org/collections-and-research/digital-collections/archival-collections/434769/>.

¹¹⁰ “The Reminiscences of Mr. Willis F. Ward,” 48.

¹¹¹ “Inkster Commissary,” Accession 285, Box 1903, Benson Collection at The Henry Ford.

¹¹² Stephen Meyer, “Adapting the Immigrant to the Line: Americanization in the Ford Factory, 1914-1921,” *Journal of Social History* 14, no. 1 (1980), 69-70.

¹¹³ “Ford Motor Company Sociological Department & English School,” Benson Collection at The Henry Ford, accessed October 24, 2022, <https://www.thehenryford.org/collections-and-research/digital-resources/popular-topics/sociological-department>.

¹¹⁴ Meyer, 67-69; Bates, 22.

¹¹⁵ Meyer, 71.

¹¹⁶ Meyer, 68-70, 77-78; Bates, 27.

¹¹⁷ Bates, 30.

consisting of 72 lessons completed in 36 weeks.¹¹⁸ The school began with only 20 students and in 1916 peaked with 2,200 students.¹¹⁹ The school additionally taught the value of opening an American bank account, the value of saving for home ownership, and the value of earning American citizenship through naturalization. The Ford English School closed in 1922 at which point the majority of Ford's employees spoke and understood English sufficiently. The Sociological Department continued operating after the closure of the Ford English School, continuing to encourage the Americanization of its workforce and the betterment of housing standards for its workers.

As a part of the Sociological Department's responsibilities, the department sponsored a number of welfare projects – one of which was the Ford-Inkster Project. According to ledgers from the Sociological Department, welfare projects existed in Inkster and Garden City, Dearborn Township, and St. Clair Shores in 1936. Inkster was by far the most heavily funded and assisted. One ledger from May 11, 1936, shows a total expenditure of \$67,749.07 for the three welfare project locations with \$63,995.48 being allocated to the Inkster and Garden City location.¹²⁰ The large expenditure is likely evidence of the scale of the need in Inkster and the sheer number of Ford Motor Company employees living in Inkster as financial assistance was first extended to employees of the company.

Regardless of the various origin accounts, in 1931 “Henry Ford took over the village of Inkster, adjacent to Dearborn. Ford's rescue of Inkster was in many respects a brilliant move, for he gained much needed positive publicity, locally and nationally.”¹²¹ At this time in the early 1930s, Ford was facing immense backlash regarding the plight of the throngs of unemployed former Ford employees. Before Ford's intervention, Inkster's village government was destitute and could no longer provide residents with basic amenities such as functioning streetlights, trash pickup, or police protection.¹²² Few, if any, businesses remained in the village and malnourishment was rampant among the residents. Once Ford became involved in the village's affairs, village services were restored, and families were given clothing.¹²³ By the end of 1931, a commissary providing food and goods was opened on Harrison Street and financing was made available for residents for home maintenance.¹²⁴

The Ford-Inkster Project was not a philanthropic undertaking, though all expenses were initially underwritten by the Ford Motor Company.¹²⁵ On its surface, it was an exercise in how to solve the social problems brought on by the Depression through a “by your own bootstraps” approach—the same “rugged individualism” philosophy then being promoted by President Herbert Hoover. Ford's experiment in Inkster was meant to serve as a blueprint for addressing

¹¹⁸ Georgios Paris Loizides, ““Making Men” At Ford: Ethnicity, Race and Americanization During the Progressive Period”, *Michigan Sociological Review*, Fall 2007, Vol. 21, 127.

¹¹⁹ “Ford English School at Highland Park Plant, 1914-1915,” The Henry Ford, accessed April 26, 2023, <https://www.thehenryford.org/collections-and-research/digital-collections/artifact/151364/>

¹²⁰ “Departmental Communication: Summary of Ledger Postings, Welfare Projects,” E.D. Brown, Accession 285, Box 1903, Benson Collection at The Henry Ford.

¹²¹ Bates, 144.

¹²² Esch, 104, 107-108; Bates, 144.

¹²³ Bates, 144.

¹²⁴ Bates, 149; Esch, 106.

¹²⁵ Esch, 106-107; Bates, 144.

the nation's economic crisis through alternatives to the social welfare programs proposed by Roosevelt's New Deal. This is evidenced in a quote by Ford published in *The Burlington Daily News*,

There is no charity in this, except the old-fashioned charity of helpful human co-operation...such a plan as this will have to be adopted by larger communities as the depression continues . . .we shall have to prove that our communities are self-contained and self-supporting by using the human and natural resources already at hand.¹²⁶

Undoubtedly Ford intervened in Inkster at a time when the assistance was desperately needed, and the residents benefited from it. Media coverage of the project during the years it operated was largely positive, with newspaper outlets praising Ford for the assistance given to this disadvantaged minority community. However, the Ford-Inkster Project was based on a I.O.U. system which indebted the residents to the Ford Motor Company and turned the southwest quadrant of Inkster into a company town.¹²⁷ Inkster's Black residents were subjected to home inspections and invasive inquiries into their spending habits.¹²⁸ Recognition of the inherent racism in the project and the troubling practices of the Sociological Department were not fully recognized until late in the twentieth century.

Upon launching the Ford-Inkster Project in 1931, the Sociological Department undertook an investigation of each Ford Motor Company employee's house in Inkster. While some documentation claims that Ford encouraged leniency when evaluating the existing house conditions, internal documents located at the Benson Collection reveal some of the harsh judgements made during the initial house inspections. In order to assist these families, "Samuel S. Marquis, Ford's director of the Education (formerly Sociological) Department, [said] he was forced to soften his disapproval of undesirable housing, realizing that it would be better to let his black workers stay in condemned housing than have them be out on the street."¹²⁹ Yet, internal documents judge each family's ability to manage their money and include critical assessments such as, "the family would be housed in a flimsy unpainted shack put together with used lumber with little consideration given for sanitation, ventilation or lighting facilities. Yet listed as a liability would be a large expensive automobile or player piano or radio costing hundreds of dollars."¹³⁰ Employees of the Sociological Department concluded that a "gross mismanagement existed in the handling of the family pocketbook" stemming from the "lack of control in many excessive purchases," when families living in a "flimsy unpainted shack" also had possession of an automobile, piano, or radio.¹³¹ The accounts Ford kept to monitor their investments include other language which presupposes that Ford employees were judging and weighing each family and their worthiness for company credit and company assistance: one account indicates that the recipients are "a very good family" while another account indicates the recipient 'has big ideas

¹²⁶ "No Depression in Inkster?" *Burlington Daily News* (Vermont). January 2, 1932:4.

¹²⁷ "Wheels of Industry Started and Unemployment Banished While 'Money Factor' Ignored," *Great Falls Tribune* (Montana) December 27, 1931.

¹²⁸ Bates, 148; Esch, 108.

¹²⁹ Bates, 97-98.

¹³⁰ "Inkster Commissary," Accession 285, Box 1903, Benson Collection at The Henry Ford.

¹³¹ "Inkster Commissary," Accession 285, Box 1903, Benson Collection at The Henry Ford.

for his home' but it is financially impossible for him to carry out his program without assistance."¹³²

Beyond assisting individual homeowners, the Sociological Department was also involved in efforts to improve Inkster as a whole, not just the southwest quadrant. Initial efforts by the Sociological Department including a village cleanup to dispose of material waste, grade the roads, and salvage reusable materials at the Rouge Plant.¹³³ Finances for the whole village continued to be an issue during this time period and Ford assisted with other village improvement efforts including road repairs because, according to one account, "aside from the main roads, you couldn't drive down them. Harrison Avenue, which is a stretch of at least a mile and a quarter, was laid by the same gang that laid the road around the Rouge plant. It was maintained by a crew charged to the Sociological account."¹³⁴



Image 9. Young children working in a garden plot, likely one of the plots created through the Ford-Inkster Project. ([Image 7472], Accession 188, Box 36, Prints 7351-7600, Benson Collection at The Henry Ford)

¹³² Accession 285, Box 1903, Folder 363-111, Benson Collection at The Henry Ford.

¹³³ "Inkster Commissary," Accession 285, Box 1903, Benson Collection at The Henry Ford.

¹³⁴ "The Reminiscences of Mr. Willis F. Ward," 46.



Image 10. Vegetables and fruit canned by Inkster residents, for sale at the Ford Commissary. ([Image 8157], Accession 188, Box 40, Prints 8107-8270, Benson Collection at The Henry Ford)

The Sociological Department also assisted the village in a number of other ways including the founding of a commissary, the preparation of 400 garden plots, the construction of several schools, road maintenance, garbage collection, and the production of social functions.¹³⁵ Initially the Red Cross assisted by opening an emergency soup kitchen in November of 1931 and supplied families with soup, bread, and apples. A week later Ford Motor Company took over the feeding program and cooked vegetables and stew were served instead of soup.¹³⁶ Later, Ford opened the commissary on December 24, 1931, and it supplied basic food items to the community along with housing a shoe repair shop and, later, a cooking school which taught women how to prepare balanced meals from items available in the commissary store.¹³⁷ School improvements made by Ford and Ford-sponsored social events in Inkster are covered in more detail in the Education and Social History sections, below.

¹³⁵ "Village of Inkster – Welfare," Report on the Ford Motor Company Inkster Rehabilitation Project, 1931-1941, Benson Collection at The Henry Ford, accessed 5/9/22, <https://www.thehenryford.org/collections-and-research/digital-collections/artifact/429477#slide=gs-391190>.

¹³⁶ "Inkster Commissary," Accession 285, Box 1903, Benson Collection at The Henry Ford.

¹³⁷ "Inkster Commissary," Accession 285, Box 1903, Benson Collection at The Henry Ford.

The Ford-Inkster Project operated from 1931 until 1941 and during such time the Sociological Department funded the improvement of over 150 houses, most of which were located in the area bounded by Cherry Road, Inkster Road, Annapolis Road, and Irene Street.¹³⁸ While financing was provided by the Sociological Department on an IOU basis, the actual rehabilitation work was undertaken by homeowners themselves. There is some evidence that carpenters were made available by the Ford Construction Department, but the work was planned and orchestrated by homeowners.¹³⁹ All who agreed to accept aid from the company also had to accept the terms of the company's repayment policy and each worker was required to sign an IOU.¹⁴⁰ The Department conducted visits to the houses and kept photographic and written records of the progress made on rehabilitating each of the houses funded by the project. The records from the inspections made by the department in 1939 exist at the Benson Collection at The Henry Ford. The records also include ledgers which document what the financing was used toward and how the homeowner was reimbursing Ford Motor Company. For example, 1939 documentation for the house at 3215 Alfred Street (now Allen Street), indicates that \$1,322.20 was expended on carpenter labor, building material, paint, decorator, and an electrician. The report indicates the homeowner is paying \$25 monthly on the account.¹⁴¹

The Ford-Inkster Project ended in 1941 when unionization efforts in Ford's plants reached a critical mass. Scholar Howard O'Dell Lindsey speculates the unionization efforts, which were supported by many African American workers, may have been the reason the Ford-Inkster

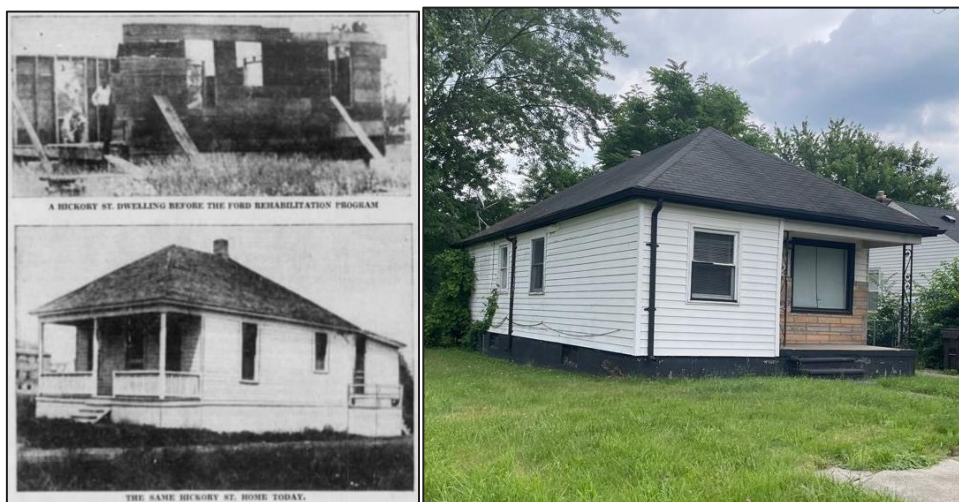


Image 11. All of the images above are of the house at 3517 Hickory Street. The image on the upper left is of the house before the owner's participation in the Ford-Inkster Project and the image on the lower left shows the rehabilitated house. The image at right is the house today. (left, Kenneth F. McCormick, "Auto Magnate's Chance Visit Proving a Boon to Inkster," *Detroit Free Press*, February 27, 1938; right, Kraemer Design Group 2022)

¹³⁸ Approximately 150 houses associated with the Ford Inkster Project have been identified by the Benson Collection at The Henry Ford. Additional houses in the area may have been constructed or improved as a part of the Ford Inkster project.

¹³⁹ "The Reminiscences of Mr. Willis F. Ward," 41.

¹⁴⁰ Wulf D. Hund, Jeremy Krikler, and David R. Roediger, *Wages of Whiteness & Racist Symbolic Capital* (Berlin: Lit Verlag, 2010), 206.

¹⁴¹ "3215 Alfred Street – Account 333," Accession 55, Box 120, Benson Collection at The Henry Ford.



Image 12. Typical streetscape in the area where the Ford-Inkster houses were built and improved. (Kraemer Design Group 2023)

Project was shuttered as Henry Ford may have felt betrayed by Black workers throwing their support behind the United Auto Workers. While Henry Ford's project in Southwest Inkster may have ended, his assistance during the tough years of the Great Depression meant that Southwest Inkster's Black community started the 1940s in a better position than many others in the area.

The Effects of Ford's Social Experiment in Inkster

Interpretations of Ford's impact on Inkster's Black community are multifaceted and at times, contradictory.¹⁴² Ford's involvement in the community was a double-edged sword. When other employers shunned employing Black people, Ford provided employment, and when Inkster's Black community experienced extreme hardship during the Great Depression, Ford stepped in to assist. The company's involvement provided assistance to residents in constructing and purchasing their own homes, obtaining food and municipal services, all during the Great Depression when few others were willing to aid the Black community. However, characterizing Ford's assistance as simply philanthropic glosses over the inherent paternalist, discriminatory, and ultimately self-serving motives driving the company's work. While primary source material

¹⁴² Lindsey, 65.

indicates that many Black residents in Inkster and Detroit at large were thankful to Ford for the opportunity of employment and for financial assistance, it is through a contemporary lens that the underlying racism in Ford's actions can be discerned.

The *Pittsburgh Courier* praised Ford's efforts in Inkster in 1932 arguing that Ford's giving of opportunities to Black workers may gain traction in other industrial cities where Black workers are often the last to receive unemployment aid. Ford's involvement in Inkster garnered nationwide praise, but the reality was that the money Ford put into Inkster came back to the company through the repayment of IOUs essentially creating a cycle of indebtedness for residents that made Black Inkster. Ford Motor Company withheld wages of Black Inksterites prior to 1933 before the National Industrial Recovery Act (NIRA) forbade the practice.¹⁴³ NIRA was the Roosevelt administration's attempt to create minimum wage standards to bolster the economy, but the legislation was ruled unconstitutional by the US Supreme Court in 1935.¹⁴⁴ Out of the \$5-\$6 daily wage, Black employees in Inkster only received \$1. The difference was allocated to a general Inkster fund which paid for the village's services. Additionally, relatives of individuals who established credit with Ford were on the hook if the family member could not repay the loan.¹⁴⁵

The relationship between the Ford Motor Company and its Black workers is a complicated one. Ford did provide Black people with employment opportunities when few other companies would, making Ford the earliest and largest employer of Black workers in the metro Detroit area. This led to the creation of a Black middle class in Detroit that was able to exercise economic and political power to obtain their civil rights. However, Black Ford workers nonetheless experienced racism in employment at Ford. Black workers labored in the company's most difficult and dangerous departments, such as the foundry and rolling mill. The health implications for working in these departments were serious, with Black workers succumbing to pneumonia and tuberculosis at higher rates than other workers in different departments.¹⁴⁶ Regarding education, Ford constructed schools in Inkster during the Ford-Inkster project for children within the community. However, education was limited to teaching students to observe authority and develop skills necessary for work on assembly lines, characteristics that Ford believed would mold students into ideal industrial workers.¹⁴⁷ See the Education section, below, for additional detail and oral history testimony on the type of vocational training Black students received in school.

Through the Ford-Inkster Project, the Black community secured new housing, improved existing housing and created an active community. Ford Motor Company essentially functioned as a bank for Inkster's Black residents providing financing for the construction and improvement of resident's homes at a time when most financial institutions would not. While Ford provided employment opportunities for Black workers in Inkster and financing for the improvement of homes, viewed through a modern lens, Ford's motives appear racist and paternalistic. The "men-

¹⁴³ Esch, 85, 108.

¹⁴⁴ "National Industrial Recovery Act (1933)," National Archives, accessed January 15, 2023, <https://www.archive.gov/milestone-documents/national-industrial-recovery-act#transcript>.

¹⁴⁵ Esch, 104-106.

¹⁴⁶ Christopher C. Alston, "Henry Ford and the Negro People" ([Detroit, MI?]: [Michigan Negro Congress?], [1940?]), 5-6.

¹⁴⁷ Esch, 113.

Monarch Realty was headed by Frederick Tanner and Frederick Gates who resided in Toronto, Ontario.⁹² Lots in the Dearborn Acres subdivision were advertised in 1916 and 1917 under the company moniker Tanner & Gates.⁹³ Kent-Wayne Realty was headed by William Tallmadge and Clay H. Hollister, both of Grand Rapids.⁹⁴ Little information is available about Tallmadge, but Hollister belonged to a wealthy family. Hollister and his father, Harvey J. Hollister, were both bankers and industrialists who concerned themselves with civic activities.⁹⁵ Clay Hollister was deeply involved with the YMCA in Grand Rapids and the Red Cross.⁹⁶

The individuals involved in the early development of the Dearborn Acres No. 2 subdivision appear to have at least been familiar with each other prior to their real estate ventures in Inkster and may have been connected. Each company—Tanner & Gates, Kent-Wayne Realty, and Dudley Lumber Company—had offices in the same office building in Grand Rapids. Moreover, the offices of Tanner & Gates and Kent-Wayne Realty were adjacent to each other.⁹⁷ It may be that one of the men associated with either Monarch Realty or Kent-Wayne Realty, or Harlan Dudley, was the man Dancy referred to as Mr. Packard. Involvement in civic oriented activities may have provided the connection between the wealthy businessmen and Dancy, as Dancy likewise participated in civic oriented activities.⁹⁸ Dancy was adept at using his position as Executive Director of the Detroit Urban League to influence wealthy White businessmen and government officials to aid the Black Community.⁹⁹

Much like the situation in the Eight Mile-Wyoming community, the African Americans who bought lots from Dancy and Packard often could not secure mortgage loans because of the FHA's racially prejudiced lending system. Additionally, due to the lower socioeconomic status of these buyers, they were unable to afford high quality building materials or professional builders. Thus, many people took it upon themselves to build houses with whatever materials they could find, buy incrementally, or salvage from other sources. This meant that much of the early housing stock in this area of Inkster was not up to code.¹⁰⁰ Houses in the area were made with whatever materials could be found and lacked running water or electricity.

The availability of employment and transportation, and the ability to purchase land and a home, made Inkster an attractive alternative to living in Detroit. Many Black families populating Inkster came from Detroit, but others may have learned of Inkster from Ford's labor agents, who

⁹² "Monarch Realty Company," corporate card, August 25, 1915, Michigan Department of Licensing and Regulatory Affairs, Corporations Online Filing System.

⁹³ "Dearborn Acres Subdivision," advertisement, *Detroit Free Press*, February 26, 1916; "Dearborn Acres.....Out Michigan Avenue.....," advertisement, *Detroit Free Press*, October 17, 1917.

⁹⁴ "Kent-Wayne Realty Company," corporate card, November 9, 1916, Michigan Department of Licensing and Regulatory Affairs, Corporations Online Filing System.

⁹⁵ "Pioneer Banker of Grand Rapids Dead," *Detroit Free Press*, September 26, 1909; "Banker-Industrialist Dies in Mesa Hospital," *Detroit Free Press*, February 19, 1940.

⁹⁶ "The New Secretary," *Grand Rapids Herald*, September 4, 1890; "Letter from State Capitol," *Saline Observer*, July 1, 1915.

⁹⁷ Grand Rapids Directory Company, *R.L. Polk & Co.'s 1917 Grand Rapids City Directory* (Grand Rapids, MI: Grand Rapids Directory Company, 1917), 1268.

⁹⁸ Murage, 172-173, 179-180; "John C. Dancy On Red Cross Trustee Board," *Michigan Chronicle*, March 10, 1945.

⁹⁹ Murage, 176-178.

¹⁰⁰ Bates, 53.

reportedly promoted Inkster as a place for prospective Black workers to settle.¹⁰¹ Charles Lawrence of Nashville, Tennessee, may have been the first Black settler in Inkster. In 1918, Lawrence purchased a house and acreage in the southwest portion of Inkster.¹⁰² Earlier, in the 1910 census, a Black family from Canada with the surname Simons lived nearby on Michigan Avenue. However, it is unclear if the Simons lived within Inkster's boundary.¹⁰³

Inkster During the Great Depression

With the stock market crash of 1929, the United States began a slow descent into one of the longest and deepest recessions in its history. The Great Depression had a massive effect on Inkster and its development. Almost immediately the Village faced monetary challenges. In October 1930, the village asked Edison Electric to extend it a promissory note because it could not pay its municipal street lighting bill. Edison turned off the streetlights in May 1931 when the village was \$8,000 in debt to the company. Garbage collection was suspended, and the village sold its lone police car to raise funds. To combat street crime, the volunteer police chief



Image 8. Image of a man driving a wagon filled with scrap metal in Depression-era Inkster. (Benson Collection at the Henry Ford)

¹⁰¹ Lindsey, 21, 38, 93.

¹⁰² Bates, 102.

¹⁰³ US Census Bureau, *Thirteenth Census of the United States*, US Federal Census, population schedule, district 0298, Nankin Township, Wayne County, Michigan, 1910, Ancestry.com.

Scope of Work



Step 1. Collect National Register Quality Historic Information

The KDG team will gather and analyze any and all existing survey information, reports, papers, and other materials available from the SHPO, archives such as the Birmingham Museum and Birmingham Historical Society, and local libraries. The research conducted will include a variety of source material such as: historic newspapers, books, journal articles, historic city and/or county maps, atlases, Sanborn maps, city directories, parcel records, plat information, building permits, census records, historic photographs, and others.

KDG will gather the sources required to develop the requisite historic context statements for the survey area. All sources utilized will be cited according to the most recent edition of the Chicago Manual of Style, and copies of maps and atlases used will be included in the report.

Step 2. Fieldwork

Fieldwork related to cultural resources within the survey area along S. Eton Road will include accurate documentation of individual resources and streetscapes. If earlier fieldwork of the survey area was uncovered in Step 1, KDG will assess whether the previously documented resources have changed. If changes have occurred, KDG will survey the resource as part of this project. If not, KDG will reuse existing survey information, noting the reuse of existing information in the survey materials.

Photographs taken by KDG will conform to the standards in the RFP, the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, National Register Bulletins 15, 16A, and 24, and the Michigan Above-Ground Survey Manual. In addition to the documentation of resources within the survey area, the surrounding neighborhood will be reviewed to determine whether the survey area is within a larger, potential historic district.

Based on the photographic requirements of the above guidelines, photographs will be taken that show a three-quarter view of each resource, in addition to any character-defining landscaping and/or landscape features around the resource. Significant architectural or landscape features will be photographed as necessary. Each resource within the survey area that appears to be over 40 years old or appears to meet the requirements of Criterion G will be documented following the above guidelines regardless of whether it is located in a potential historic district.

During the fieldwork phase, KDG will look outside the boundaries of the survey area to assess with resources within the survey area are part of a larger potential historic district. Should KDG find that resources within the survey area are part of a larger potential historic district, KDG will provide photographs of general streetscapes and buildings that are indicative of the types and/or styles found in the potential historic district. These photographs will be keyed to a map illustrating the proposed boundaries of the potential historic district. In the survey report, KDG will provide reasoning for the district's boundaries and significance as a district.

To best understand resources in the survey area, KDG will acquire geographic information system (GIS) parcel data from the City of Birmingham and/or Oakland County to ensure that all resources within the survey area are documented. Likewise, the use of GIS ensures that maps made by KDG to illustrate can be accurately scaled.

Step 3. Conduct Post-Fieldwork Research and National Register Eligibility Evaluations

Utilizing the research and fieldwork completed in Steps 1 and 2, KDG will perform additional research, as necessary, to ensure that KDG's assessment of National Register eligibility, criteria, and criteria considerations is accurate and supported by National Register guidance. KDG will assess whether individual resources or potential historic districts are important examples of resource types and/or styles, have strong association with significant people, events, or historic patterns, or display adequate integrity.

KDG will complete Michigan SHPO inventory forms for each property and each potential historic district. Guidance provided in the Michigan Above-Ground Survey Manual and requirements for the forms provided in the RFP will be followed. Each field of the form will be completed using the research and fieldwork data from Steps 1 and 2.

Step 4. Maps

KDG will use GIS and City and/or County parcel data to develop clear, accurate maps showing the survey area, surveyed resources, potential historic districts, and roads. A legend, scale bar, north arrow, date of production, and a title containing the survey name, project area, and municipal unit will be incorporated in all maps produced by KDG.

Step 5. Develop a Draft Report (Deliverable 1)

KDG will submit digital versions of the draft report and draft supporting materials (such as Michigan SHPO inventory forms and maps) to the City and MDOT for review. The draft report will contain the introductory material, body of the report, and end materials as outlined in the RFP.

Step 6. Complete Final Report (Deliverable 2)

KDG will thoroughly address all comments from the City, MDOT, and SHPO on items submitted under Step 5. National Register eligibility determinations for each resource and/or potential historic district will be finalized during this step. The final submission to MDOT will include one (1) hard copy of the final report and one (1) electronic copy of the final report and all supporting materials.



In July 1926, an advertisement was printed in the *Detroit Free Press* for the Sheffield Estates subdivisions, one of the subdivisions along Eton Road in the survey area.

Project Timeline



PROJECT TIMELINE

The project schedule is based on the contract between the City and KDG being executed during the first week of June. Should the execution of the contract occur after this date, KDG reserves the right to revise the schedule accordingly. KDG understands the project timeline provided in the RFP and will be available according to the proposed timeline.

Estimated Completion Dates	Task
June 3, 2024	Contract awarded
June 10, 2024	KDG attends kick-off meeting with City and MDOT
June—September 2024	KDG conducts the necessary research and fieldwork to complete Michigan SHPO inventory forms, evaluate resources for their eligibility for the National Register, and develop the first draft of the survey report and all supporting materials.
September 16, 2024	Deliverable 1. KDG submits first draft of survey report and supporting materials
October 7, 2024	City and MDOT submit comments to KDG on Deliverable 1
November 4, 2024	Deliverable 2. KDG submits final survey report and supporting materials



A June 1926 advertisement in the *Detroit Free Press* for the Birmingham Gardens subdivision, located in the survey area along Eton Road south of Maple Road.

Executed Agreement

Attachment A



AGREEMENT FOR SURVEY OF ABOVE-GROUND CULTURAL RESOURCES

This AGREEMENT, made this 20th day of May, 2024, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter called "City"), and Kraemer Design Group, Inc., having its principal office at 1420 Broadway, Detroit, MI 48226 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham has heretofore advertised for bids for the procurement and performance of services required to provide a survey of above-ground cultural resources, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to create a survey of above-ground cultural resources;

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide a survey of above-ground cultural resources and the Contractor's cost proposal dated May 20, 2024 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (Attachment A). If any of the documents are in conflict with one another, this Agreement shall take precedence.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed 19,880, as set forth in the Contractor's May 20, 2024 cost proposal to perform the scope of work as contained in the RFP (Attachment A).
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or

construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be

with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

- a. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- c. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than **\$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- e. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- f. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

- g. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - iii. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - iv. Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - v. If so requested, Certified Copies of all policies mentioned above will be furnished.
- h. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- i. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not

been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham

Attn: Brooks Cowan
151 Martin St.
Birmingham, MI 48009
(248)-530-1846

CONTRACTOR

Kraemer Design Group

1420 Broadway

Detroit, MI 48226

313-965-3399

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.
18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

CONTRACTOR

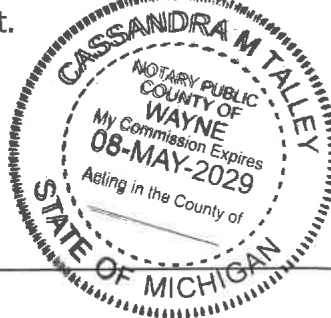
By: 

Its: Principal

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss:
)

On this 17th day of May, 2024, before me personally appeared BRIAN REBAIN, who acknowledged that with authority on behalf of KRAEMER DESIGN GROUP to do so he/she signed this Agreement.


Notary Public
WAYNE County, Michigan
Acting in WAYNE County, Michigan
My commission expires: 08-MAY-2029

**CITY OF BIRMINGHAM**

By: _____
Elaine McLain

By: _____
Alexandria Bingham

Its: _____

Its: _____

APPROVED

Brooks Cowan, Senior Planner
(Approved as to Substance)

Mark Gerber, Director of Finance
(Approved as to Financial Obligation)

Mary Kucharek, City Attorney
(Approved as to Form)

Jana Ecker, City Manager
(Approved as to Substance)

Bidders Agreement

Attachment B



BIDDERS AGREEMENT FOR SURVEY OF ABOVE-GROUND CULTURAL RESOURCES

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

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

Brian Rebain

May 20, 2024

PREPARED BY (PRINT NAME)

DATE



AUTHORIZED SIGNATURE

Principal

barebain@thekraemeredge.com

TITLE

EMAIL ADDRESS

Kraemer Design Group

COMPANY

1420 Broadway

313-965-3399

ADDRESS

PHONE

n/a

NAME OF PARENT COMPANY

n/a

ADDRESS

n/a

PHONE

Cost Proposal

Attachment C



COST PROPOSAL FOR SURVEY OF ABOVE-GROUND CULTURAL RESOURCES

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

**Attach technical specifications for all proposed materials as outlined in the Submission Requirements section of the RFP (pg. 5-6)*

COST PROPOSAL	
ITEM	BID AMOUNT
1. Project Management	670.00
2. Step 1	2,948.00
3. Step 2	2,144.00
4. Step 3	3,216.00
5. Step 4	804.00
6. Step 5	6,968.00
7. Step 6	2,680.00
8. Travel, meals, unexpected research expenses	450.00
TOTAL BID AMOUNT	\$ 19,880.00
ADDITIONAL BID ITEMS	
Additional Meetings with City Staff and Boards	\$
Other -	\$
Other -	\$
GRAND TOTAL AMOUNT	\$ 19,880.00

Firm Name: Kraemer Design Group

Authorized Signature:  Date: May 20, 2024

Scope of Work	Personnel & Hours	Total Fee	Notes
Project Management	C.T. = 4 at \$67/hour K.C. = 6 at \$67/hour	\$268 \$402 Subtotal: \$670	This fee includes all project management activities including attending the kick-off meeting, meetings with the City, MDOT, and/or SHPO throughout the project, billing/administrative activities, etc.
Step 1. Collect National Register Quality Historic Information	C.T. = 20 at \$67/hour K.C. = 24 at \$67/hour	\$1,340 \$1,608 Subtotal: \$2,948	This fee includes the gathering of existing survey information and other resources to develop historic context statements for the survey area.
Step 2. Fieldwork	C.T. = 16 at \$67/hour K.C. = 16 at \$67/hour	\$1,072 \$1,072 Subtotal: \$2,144	This fee includes completion of survey fieldwork, including photographing resources and streetscapes.
Step 3. Conduct Post-Fieldwork Research and National Register Eligibility Evaluations	C.T. = 24 at \$67/hour K.C. = 24 at \$67/hour	\$1,608 \$1,608 Subtotal: \$3,216	This fee includes the analysis of research materials and fieldwork data to complete Michigan SHPO inventory forms for each property and each potential historic district.
Step 4. Maps	C.T. = 0 at \$67/hour K.C. = 12 at \$67/hour	\$0 \$804 Subtotal: \$804	This fee includes the creation of maps showing the survey area, surveyed resources, and potential historic districts.
Step 5. Develop a Draft Report (Deliverable 1)	C.T. = 48 at \$67/hour K.C. = 56 at \$67/hour	\$3,216 \$3,752 Subtotal: \$6,968	This fee includes the writing and analysis required to complete the first draft of the survey report and supporting materials, including maps, Michigan SHPO inventory forms, etc.
Step 6. Complete Final Report (Deliverable 2)	C.T. = 16 at \$67/hour K.C. = 24 at \$67/hour	\$1,072 \$1,608 Subtotal: \$2,680	This fee includes addressing all City, MDOT, and SHPO comments regarding the Step 5 deliverable, finalizing all National Register eligibility determinations, and submitting the final report and supporting materials to MDOT.
Travel and Meals		\$150 Subtotal: \$150	This fee includes all travel and meals for survey fieldwork in Birmingham.
Unexpected Research Expenses		\$300 Subtotal: \$300	This fee includes unexpected research expenses such as accessing databases, printing/scanning costs at archives, etc.
Total	C.T. = 128 at \$67/hour K.C. = 162 at \$67/hour Total hours: 290	\$19,880	This is the total, not-to-exceed fee for all Deliverables



Iran Sanctions Act Vendor Certification

Attachment D

IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM FOR SURVEY OF ABOVE-GROUND CULTURAL RESOURCES

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.

Brian Rebain

May 20, 2024

PREPARED BY (PRINT NAME)**DATE****AUTHORIZED SIGNATURE**

Principal

barebain@thekraemeredge.com

TITLE**EMAIL ADDRESS**

Kraemer Design Group

COMPANY

1420 Broadway

313-965-3399

ADDRESS**PHONE**

n/a

NAME OF PARENT COMPANY

n/a

ADDRESS

n/a

PHONE

This report and any material attached is considered confidential and intended for the recipient only. Any review or use by any other person other than the recipient is unauthorized. This proposal shall not be duplicated, used, or disclosed, in part or in whole, for any other purpose other than to evaluate this proposal, unless authorized by the submitted in writing. ©Copyright 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/29/2024

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 Moore Insurance Services, Inc. 67 N. Howell P.O. Box 207 Hillsdale MI 49242	CONTACT NAME: Cyndi Armstrong PHONE (A/C, No, Ext): (517) 439-9345 FAX (A/C, No): (517) 439-5536 E-MAIL ADDRESS: carmstrong@mooreinsuranceservices.com																					
INSURED Kraemer Design Group, LLC 1420 Broadway Detroit MI 48226	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>CNA-Valley Forge</td><td>20508</td></tr><tr><td>INSURER B:</td><td>CNA- Continental Casualty Company</td><td>35289</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	CNA-Valley Forge	20508	INSURER B:	CNA- Continental Casualty Company	35289	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2422904413**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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		4024496368	03/01/2024	03/01/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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PROPERTY DAMAGE (Per accident)	\$																				
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	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				<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
B	Professional Liability w/ Pollution Incident			AEH114018374	03/01/2024	03/01/2025	<table><tr><td>Per Claim</td><td>\$5,000,000</td></tr><tr><td>Aggregate</td><td>\$5,000,000</td></tr></table>	Per Claim	\$5,000,000	Aggregate	\$5,000,000										
Per Claim	\$5,000,000																				
Aggregate	\$5,000,000																				

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

RE: City of Birmingham
The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are listed as additional insured with respect to general liability (includes hired and non-owned auto liability) on a primary and non-contributory basis.

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 <i>Eric A Moore</i>
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MEMORANDUM

Parking System

DATE: June 3, 2024

TO: Jana L. Ecker

FROM: Aaron Ford, Parking Systems Manager

SUBJECT: 2024 Chester St. Parking Garage Repair Project

INTRODUCTION:

Structural assessment reports were completed at all five of the City's parking structures by Wiss, Janney, Elstner Associates, Inc. (WJE). As part of those assessments, WJE was asked to prepare a 5-year plan to address all the repairs needed. More "Immediate Repair Recommendations" were approved by the City Commission in September of 2021 and completed by the end of 2022. In November 2023, WJE submitted a proposal to design repairs and develop construction documents for each of the City's five parking structures as part of a long-term (3-5 years) repair plan with construction beginning in 2023. The Chester St. Garage is the second of the City's five garages to have work begin. The North Old Woodward Garage was that first, which started in June 2023.

BACKGROUND:

In 2020 and 2021, WJE performed condition assessments at four of the five subject parking structures for the purpose of developing short, mid, and long-term repair and maintenance strategies, as well as solutions to rehabilitate and extend the useful life of the structures. Following the completion of the condition assessments, the City chose to perform limited repairs at the North Old Woodward, Chester, Park, and Peabody parking structures. WJE designed repairs, developed construction documents, and provided construction period services for the repair projects during fall 2021. Those projects have been completed. WJE also has previous experience, prior to the 2020-2021 assessment program, with the North Old Woodward and Pierce Street parking structures.

At a meeting with WJE on February 3, 2022, staff requested that WJE submit a proposal to design repairs and prepare construction drawings for the anticipated comprehensive repair projects at each parking structure, with the repair work to be performed over the subsequent years. The anticipated repair projects were to include all remaining repair recommendations outlined in WJE's original condition assessment reports, which generally consist of structural repairs, waterproofing

and facade repairs. City staff also requested that WJE include aesthetic and serviceability improvements within the parking structures and stairwells, including painting, and lighting.

WJE retained a mechanical, electrical (lighting), and plumbing (MEP) sub consultant to assess the parking structures and assist with the assessment, design, and development of construction documents with respect to the MEP elements of the garages.

The primary project objectives are to address structural, waterproofing, replace the concrete stairs in all three (3) stairwells, repair or replace the glass glazing in stairwells at the parking structure; repair or improve the mechanical, and plumbing systems; including reworking how the elevator pits are drained per the current building code, removing and replacing the entire lighting system with new LED lights and proper emergency back-up system for the lights, and paint the interior columns, walls, and ceilings for increased for improved aesthetics and brightness.

An Invitation to Bid (ITB) was posted to Michigan Inter-Governmental Trade Network (MITN) on Friday, April 5, 2024, which included a project manual with detail specifications and repair drawings prepared by WJE. A mandatory pre-bid meeting was held on Thursday, April 18, 2024 that was attended by six contractors. Deadline for bid submissions was Friday, May 10, 2024 at 2 p.m. at which time two bids were received and publicly opened.

Company Name	Bid Amount
RAM Construction	\$ 5,294,650
Pullman SST. Inc.	\$ 5,519,470

LEGAL REVIEW:

The City's attorney has reviewed and approved the Invitation to Bid and attached agreement.

FISCAL IMPACT:

RAMS's bid was \$5,294,650. A 12% (\$635,358) contingency is being included to cover any unexpected costs that may arise as repairs are made, bringing the total cost to \$5,930,008. \$3,226,100 was budgeted in 2023-2024 and an additional \$1,250,000 was budgeted in the 2024-25 budget. The proposed cost is \$1,453,908 over budget and will require a budget amendment

The current unrestricted net position of the APS fund is approximately \$25,782,900.

PUBLIC COMMUNICATIONS:

Pending an award by the City Commission, work is scheduled to begin in early June. Notice will be posted at the garage immediately upon approval from the Commission to advise all users of the pending structure renovations. Also, emails will be sent to all permit holders for the Chester St. garage.

SUMMARY:

WJE, who performed Condition Assessments on all five of the City's parking structures provided three repair recommendations in 2021: Immediate (within 1 year), Near-Term (within 1-2 years), and Long-Term (within 3-5 years). In September 2021, "Immediate Recommendations" were approved by the City Commission for the Park, Peabody, Chester, and North Old Woodward parking structures. These "Immediate Recommendations" were completed by late fall 2022.

At the request of staff, WJE submitted a proposal for Repair Design and Construction Document Development for all five parking structures. The proposal was for all remaining repairs. These repairs were part of the original assessment provided by WJE, however, they also include aesthetic and serviceability improvements and includes painting and lighting. Remaining repairs to the Chester St. garage are being proposed. An ITB was posted to MITN for work to be completed at the Chester St. garage. The work is expected to begin immediately after the award and be completed by the end of summer 2025.

Work will take place on all levels. Approximately 300 spaces will be blocked off at a time. Work will also be performed in all three stairwells.

ATTACHMENTS:

1. Invitation to Bid.
2. [Project Manual, prepared by WJE](#)
3. Chester St. Garage – Bid Summary.
4. RAM Construction - Bid Documents
5. ITB Attachment B – Bidder's Agreement.
6. ITB Attachment C – Cost Proposal
7. ITB Attachment D – Iran Sanctions Act Vendor Certification Form
8. Agreement, Between RAM Construction and the City of Birmingham

SUGGESTED COMMISSION ACTION:

Make a motion to adopt the resolution awarding the contract to RAM Construction for the proposed work at the Chester St. Parking Structure in the amount of \$5,930,008.00; to charge this expense to account number 514.1-594.008-977.000; to authorize the Mayor and City Clerk to sign the contract on behalf of the city; and further to appropriate and amend the 2024-2025 Automobile Parking System Fund budget as follows:

Revenues

514.1-000.000-400.0000	Draw from Net Position	\$1,453,908
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Expenses

514.1-594.008-977.0000	Buildings	\$1,453,908
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INVITATION TO BID
For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

Sealed proposals endorsed “**2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT**”, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48009; until Friday, May 10, 2024 at 2:00 p.m. at which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on Thursday, April 18, 2024 at 9:30 a.m. onsite at the Chester St. Garage, 180 Martin St., Birmingham, MI 48009. Bidders must register for the pre-bid meeting by Wednesday, April 17, 2024 at 2:30 p.m. by contacting Parking Systems Manager Aaron Ford at (248) 530-1257 or by email at aford@bhamgov.org

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors to furnish all labor, equipment, material and supervision necessary to complete repairs as detailed in (1) municipal parking structure: Chester St. This work must be performed as specified accordance with the specifications contained in the Invitation to Bid (ITB) prepared on behalf of the City of Birmingham, Michigan by Wiss, Janney, Eltner Associates, Inc. (WJE) of Southfield, Michigan.

The ITB, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: Parking Systems Manager Aaron Ford or by email at aford@bhamgov.org

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

Submitted to MITN:	Friday, April 5, 2024
Pre-bid RSVP deadline:	Wednesday, April 17, 2024 at 2:30 p.m
Mandatory Pre-Bid Meeting:	Thursday, April 18, 2024 at 9:30 a.m. 180 Chester St., Birmingham, MI 48009
Deadline for Submissions:	May 10, 2024 at 2:00 p.m.
Contact Person:	Parking Systems Manager Aaron Ford 151 Martin Street Birmingham, MI 48009 Phone: (248) 530-1257 Email: aford@bhamgov.org



INVITATION TO BID
For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

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INTRODUCTION

For purposes of this invitation to bid the City of Birmingham will hereby be referred to as “City” and the private contractor will hereby be referred to as “Contractor.”

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors for the **2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT**. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Invitation to Bid (ITB).

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

It is anticipated the selection of a contractor will be completed by June 3, 2024. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

INVITATION TO BID (ITB)

The purpose of this ITB is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide for the **2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT** in one City parking structure; that being the Chester St. parking structure.

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested contractors are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the ITB on Thursday, April 18, 2024 at 9:30 a.m. at 180 Martin St., Birmingham, MI 48009.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than Friday, May 10, 2024 at 2:00 p.m. to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the bid proposal shall be submitted. The bid proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT”**. Any bid proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the bidder. Bidder may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this ITB shall be made in writing and delivered to: Parking Systems Manager Aaron Ford, 248-530-1257, aford@bhamgov.org), 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All bid proposals must be submitted following the ITB format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All bid proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the ITB format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Contractor name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

8. The Contractor will not exceed the timelines established for the completion of this project.
9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this ITB.
 - a. Agreement (Attachment A)
 - b. Bidder's Agreement (Attachment B)
 - c. Cost Proposal (Attachment C)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment D)
2. Provide a description of completed projects that demonstrate the contractor's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the contractor, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
9. The contractor will be responsible for getting the building and parking permits at no cost to the contractor.
10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

11. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 20 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

All bids submitted must include a signed Agreement as provided in Attachment A. The Contractor whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 18 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

Submitted to MITN:	Friday, April 5, 2024
Pre-bid RSVP deadline:	Wednesday, April 17, 2024 at 230 p.m.
Mandatory Pre-Bid Meeting:	Thursday, April 18, 2024 at 9:30 a.m. 180 Chester St, Birmingham, MI 48009 – Chester St. Garage
Deadline for Questions:	Wednesday, April 24, 2024 at 9:30 a.m.
Deadline for Submissions:	Friday, May 10, 2024 at 2:00 p.m. – Bids publicly opened 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2 nd floor.
Award of Bid:	Estimated award by Monday, June 3, 2024
Construction Schedule:	Work to begin June, 2024 with expected completion Summer of 2025

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The primary project objectives are to address structural, waterproofing, and facade repairs at the parking structure; repair or improve the mechanical, electrical, and plumbing systems; and paint portions of the garage for improved aesthetics. The primary project objectives are to address structural, waterproofing, and facade repairs at the parking structure; repair or improve the mechanical, electrical, and plumbing systems; and paint portions of the garage for improved aesthetics.
 - a. Work includes, but is not limited to, the following activities:
 - b. Concrete repairs
2. Post-tensioning tendon and anchorage repairs
3. Joint sealant replacement
4. Expansion joint seal replacement
5. Traffic coating (membrane) installation and silane sealer installation
6. Supplemental drain installation and drain bowl replacement
7. Stair tread, riser, and landing repairs
8. Elevator lobby floor slab repairs
9. Perimeter brick coping repairs
10. Masonry and flashing repairs
11. Facade cleaning and cleaning of localized interior staining
12. Restriping all pavement markings
13. Architectural coating (non-elastomeric) installation
14. Steel coating installation
15. Elastomeric coating installation
16. Curtain wall and glazing repairs
17. Roofing replacement at stair towers
18. Mechanical, electrical, and plumbing repairs and improvements
19. Alternate work items include, but are not limited to, the following activities:
 - a. Sheet metal coping replacement
 - b. Limestone coping replacement
 - c. Installation of additional traffic bearing membrane regions at Level 3
 - d. Architectural coating (non-elastomeric) installation at upper levels.
20. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
21. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.
22. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project, as specified in this ITB.
23. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT A

**AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND _____ For 2024
CHESTER ST. PARKING STRUCTURE REPAIR PROJECT**

This AGREEMENT, made this _____ day of _____, 2024, by and between, the **CITY OF BIRMINGHAM** having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, Michigan, is desirous of hiring a qualified professional contractor to furnish labor, equipment, material and supervision necessary to complete repairs as detailed in the City owned parking structure known generally as: Chester St.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform **2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT** as detailed in the specifications for Chester St., and in connection therewith has prepared a request for sealed Invitation to Bid proposals ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform **2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT**.

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

1. **MUTUALLY AGREED:** It is mutually agreed by and between the parties that the documents consisting of the Invitation to Bid to perform **2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT** and the Contractor's cost proposal dated _____, 2024 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.) If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.

2. **TERM:** This Agreement shall have a term of _____ from the date stated above, and is renewable upon expiration for _____ month terms. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all services, goods and information prepared by the Vendor through such date.

3. **FEES.** The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed _____, as set forth in the Contractor's _____, 2024 cost proposal.

4. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed,

the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

5. **GOOD MORAL CHARACTER:** The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

6. **INSURANCE SUBMISSION REQUIREMENTS:** The has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor's acceptance of the terms of this Agreement.

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

8. **INDEPENDENT CONTRACTOR:** The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

9. **COMPLIANCE WITH LAWS:** The Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the Contractor is subject, Contractor hereby agrees to be bound by

all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

10. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

11. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

12. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on

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

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of \$1,000,000, per occurrence preferred, but claims made accepted.

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

F. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

H. Proof of Insurance Coverage: The Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. **WRITTEN NOTICES**: All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City: City of Birmingham
151 Martin Street
Birmingham, MI 48009
Attn: Parking Systems Manager, Aaron Ford

Contractor: _____

Attn: _____

14. **COVID**: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor's 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 Contractor's 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 Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

15. **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.

16. **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.

17. **COMPLETE AGREEMENT**: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of the Contractor's agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions, or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

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

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

20. **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.

21. **RESPONSE TO REQUESTS FOR PROPOSALS:** The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated _____. In the event of a conflict in any of the terms of this Agreement and the Contractor's _____ (date of response) response, the terms of this Agreement shall prevail.

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

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date and year above written.

CONTRACTOR

By: _____
CONTRACTOR

Its: INSERT TITLE HERE

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20____, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

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

CITY OF BIRMINGHAM

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

Approved:

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

Aaron Ford, Parking Systems Manager
(Approved as to substance)

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL

For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

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

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the ITB (p. 6)

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$
Labor	\$
Miscellaneous (Attach Detailed Description)	\$
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
	\$
	\$
GRAND TOTAL AMOUNT	\$

UNIT COST BID ITEMS	
	\$ per

Contractor Name _____

Authorized signature _____ Date _____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#



CITY OF BIRMINGHAM - CHESTER STREET PARKING STRUCTURE - 2024 REPAIRS								
Items				RAM Construction		Pullman SST		
Base Bid								
Lump Sum Bid Items				Total Price		Total Price		
1	General Conditions			\$520,000.00		\$614,900.00		
2	Performance bond, labor, and material payment bond			\$33,000.00		\$61,000.00		
3	Brick masonry coping repair			\$410,000.00		\$314,500.00		
4	Ledge repair at west foundation wall			\$6,000.00		\$6,200.00		
5	Vertical crack repair at Stairs A and B			\$51,000.00		\$22,500.00		
6	Facade and wall cleaning			\$27,000.00		\$34,350.00		
7	Cove seal replacement			\$80,000.00		\$81,650.00		
8	Joint sealant replacement			\$40,000.00		\$29,500.00		
9	Roofing replacement at stair towers			\$70,000.00		\$47,600.00		
10	Curtainwall and glazing repairs			\$46,000.00		\$70,650.00		
11	Architectural coating (non-elastomeric) at lower levels			\$125,000.00		\$116,500.00		
12	Steel coating of utilities			\$63,000.00		\$55,500.00		
13	Pavement markings			\$15,000.00		\$17,750.00		
14	Lighting fixture replacement			\$735,000.00		\$721,500.00		
15	Electrical work			\$373,000.00		\$333,000.00		
16	Mechanical work			\$144,000.00		\$122,100.00		
17	Plumbing work			\$204,000.00		\$159,800.00		
18	All other work items defined on Drawings (see Summary of Work)			\$22,000.00		\$18,750.00		
	Base Bid Lump Sum Work Items - Subtotal			\$2,964,000.00		\$2,827,750.00		
Allowance Work Items				Total Price		Total Price		
19	Contingency allowance			\$250,000.00		\$250,000.00		
20	Localized steel coating			\$50,000.00		\$50,000.00		
21	New mechanical room and concrete pads for mechanical equipment			\$50,000.00		\$50,000.00		
22	Lighting modifications			\$50,000.00		\$50,000.00		
	Allowance Work Items - Subtotal			\$400,000.00		\$400,000.00		
Unit Price Bid Items			Quantity	Unit	Unit Price	Total	Unit Price	Total
CONCRETE REPAIR ITEMS								
23	Partial-depth top surface concrete repair		500	sq ft	\$39.00	\$19,500.00	\$42.00	\$21,000.00
24	Full-depth concrete slab repair		2,500	sq ft	\$55.00	\$137,500.00	\$81.50	\$203,750.00
25	Partial-depth overhead concrete repair		250	sq ft	\$85.00	\$21,250.00	\$93.00	\$23,250.00
26	Partial-depth concrete beam repair		1,500	sq ft	\$55.00	\$82,500.00	\$105.00	\$157,500.00
27	Vertical concrete column or wall repair		1,000	sq ft	\$65.00	\$65,000.00	\$102.00	\$102,000.00
28	Bumper wall curb and curb repair		250	sq ft	\$40.00	\$10,000.00	\$78.00	\$19,500.00
29	Supplemental epoxy-coated reinforcing steel		1,000	lb	\$4.00	\$4,000.00	\$10.00	\$10,000.00
30	Supplemental dowels		500	each	\$50.00	\$25,000.00	\$36.00	\$18,000.00
31	Full-depth slab-on-ground repair		50	sq ft	\$40.00	\$2,000.00	\$75.00	\$3,750.00
POST-TENSIONING REPAIR ITEMS								
32	Slab exploratory opening		125	each	\$225.00	\$28,125.00	\$130.00	\$16,250.00
33	Grout pocket exploratory opening		250	each	\$170.00	\$42,500.00	\$60.00	\$15,000.00
34	Tendon sheathing repair		1,000	lin ft	\$36.00	\$36,000.00	\$8.75	\$8,750.00
35	New 7-wire strand		2,500	lin ft	\$35.00	\$87,500.00	\$11.50	\$28,750.00
36	Strand coupler		100	each	\$475.00	\$47,500.00	\$700.00	\$70,000.00
37	Central stressing coupler, including restressing		50	each	\$625.00	\$31,250.00	\$1,125.00	\$56,250.00
38	New fixed end anchorage		15	each	\$650.00	\$9,750.00	\$1,250.00	\$18,750.00
39	Reseat tendon in existing end anchor		5	each	\$450.00	\$2,250.00	\$840.00	\$4,200.00
40	Reseat tendon in existing stressing end anchor, including restressing		10	each	\$600.00	\$6,000.00	\$1,250.00	\$12,500.00
WATERPROOFING AND DURABILITY ITEMS								
41	Rout and seal cracks in slab		1,500	lin ft	\$5.50	\$8,250.00	\$6.30	\$9,450.00
42	Horizontal joint sealant replacement		2,500	lin ft	\$6.25	\$15,625.00	\$6.30	\$15,750.00
43	Traffic-bearing membrane installation		80,000	sq ft	\$3.20	\$256,000.00	\$2.70	\$216,000.00
44	Leveling course installation		20,000	sq ft	\$1.50	\$30,000.00	\$2.00	\$40,000.00
45	Silane sealer installation		140,000	sq ft	\$0.31	\$43,400.00	\$0.60	\$84,000.00
46	Winged expansion joint sealant replacement		350	lin ft	\$98.00	\$34,300.00	\$92.00	\$32,200.00
47	Premolded expansion joint sealant replacement		250	lin ft	\$79.00	\$19,750.00	\$115.00	\$28,750.00
48	Silicone-coated precompressed seal replacement		40	lin ft	\$135.00	\$5,400.00	\$105.00	\$4,200.00
49	New floor drain		5	each	\$1,400.00	\$7,000.00	\$1,400.00	\$7,000.00
50	Elastomeric coating on vertical surfaces		500	sq ft	\$7.50	\$3,750.00	\$11.00	\$5,500.00
STAIR AND ELEVATOR LANDING REPAIR ITEMS								
51	Concrete topping replacement at elevator treads/landings		1,500	sq ft	\$45.00	\$67,500.00	\$44.00	\$66,000.00
52	Concrete topping replacement at elevator landings		250	sq ft	\$50.00	\$12,500.00	\$58.00	\$14,500.00
53	Metal stair tread and riser replacement		60	each	\$400.00	\$24,000.00	\$1,000.00	\$60,000.00



54	Metal pan and support framing replacement at stair landings	5	each	\$950.00	\$4,750.00	\$5,570.00	\$27,850.00
55	Metal decking replacement at elevator landings	100	sq ft	\$21.00	\$2,100.00	\$135.00	\$13,500.00
56	Structural steel ledger angle replacement at elevator landings	200	lin ft	\$70.00	\$14,000.00	\$79.00	\$15,800.00
57	Clean and paint steel framing or decking	2,500	sq ft	\$5.50	\$13,750.00	\$14.00	\$35,000.00
58	Perimeter sealant at Stairs A and B	6	level	\$950.00	\$5,700.00	\$1,450.00	\$8,700.00
59	Perimeter sealant at Stair C	3	level	\$950.00	\$2,850.00	\$950.00	\$2,850.00
60	Railing post base repair	8	each	\$1,100.00	\$8,800.00	\$1,665.00	\$13,320.00
61	Glazing replacement	1	each	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00
MASONRY AND FLASHING REPAIR ITEMS							
62	Rebuild brick veneer	2,500	sq ft	\$50.00	\$125,000.00	\$108.00	\$270,000.00
63	Repoint brick veneer	2,000	lin ft	\$7.50	\$15,000.00	\$6.50	\$13,000.00
64	Repoint brick veneer	2,000	sq ft	\$38.00	\$76,000.00	\$33.00	\$66,000.00
65	Vertical brick crack repair	500	lin ft	\$82.00	\$41,000.00	\$70.00	\$35,000.00
66	Helical anchor installation	250	each	\$44.00	\$11,000.00	\$32.00	\$8,000.00
Base Bid Unit Price Work Items - Subtotal				\$1,508,650.00		\$1,886,570.00	
BASE BID GRAND TOTAL				\$4,872,650.00		\$5,114,320.00	
% Overhead Allowance				10%		15%	
Construction Schedule							
Date to commence work				6/3/2024		6/10/2024	
Total number of working days				454		420	
Alternates		Quantity	Unit	Unit Price	Total	Unit Price	Total
A1	Sheet metal coping replacement			\$225,000.00	-\$185,000.00		\$35,000.00
A2	Limestone coping replacement			\$365,000.00	-\$45,000.00		\$105,000.00
A3	Traffic-bearing membrane at Level 3				\$67,000.00		\$44,000.00
A4	Architectural coating (non-elastomeric) at upper levels		SCOPE ADD OPTION		\$305,000.00		\$294,000.00
A5	Lighting fixture modifications		SCOPE ADD OPTION		\$50,000.00		\$67,150.00
GRAND TOTAL WITH A3, A4, & A5 ACCEPTED				\$5,294,650.00		\$5,519,470.00	

Subcontractors for the Following Portions of Work			
Post-tensioning		Self-Perform	Self-Perform
Traffic-bearing membrane		Self-Perform	Self-Perform
Sealant or expansion seals		Self-Perform	Self-Perform
Masonry		Self-Perform	Self-Perform
Roofing		Bloom Roofing	Schena Roofing
Curtainwall		Modern Mirror & Glass	Modern Mirror & Glass
Mechanical		MSS Mechanical	MSS Mechanical
Electrical		Conti	Detroit Power Systems
Plumbing		MSS Mechanical	MSS Mechanical
Painting		Seaway Painting	Seaway Painting
Pavement Markings (RAM Added)		Zebra Striping	

Contractor	Desc.	Category			Rating (Sum of Points)
		Cost	Qualifications	Schedule	
RAM Construction	Score	5.0	5.0	4.5	4.95
	Weight	80%	10%	10%	
	Points	4.0	0.5	0.5	
Pullman SST	Score	4.5	5.0	5.0	4.60
	Weight	80%	10%	10%	
	Points	3.6	0.5	0.5	

Scored 1 to 5 with 5 being the most desirable rating



2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

Prepared by: RAM Construction Services

13800 Eckles Road, Livonia, MI 48150

Scott Hamill, Project Manager shamill@ramservices.com, 313-268-7484 cell

May 2024



OUR COMPANY

HISTORY

In 1973, Robert A. Mazur, a registered architect, husband, and father of four, purchased 50 percent of the Detroit division of Western Waterproofing, a company established in 1918.

Robert passed away suddenly in 1977, and his wife Evelyn stepped in to lead the family business. In 1980, their eldest son, Bob, joined the family business full-time at age 21. Soon after, the remaining 50 percent was purchased by the family. The company paid homage to the company's founder, Robert A. Mazur, in 2008 by officially rebranding Western Waterproofing as RAM Construction Services.

The company had 17 employees when Bob was named president of the firm in 1983. Under Bob's leadership, the company now employs more than 650 people and operates five offices in three states. RAM Construction Services is the largest Midwestern contractor specializing in the restoration of aging structures and skilled waterproofing. The company, headquartered in Livonia, completes more than 2,500 projects annually across the Midwest. RAM has played a large role in transforming the skyline of Detroit, helping to revitalize these iconic Detroit buildings – and literal “pillars” of the community – to their original stature.



CONSTANTLY EVOLVING

Built on integrity, RAM Construction Services provides quality work and maintains a safe work environment. The company's quest for continuous improvement, along with diversifying the product line, has helped RAM successfully navigate the many economic downturns over the years. With forward thinking, RAM Construction Services will continue to drive endless possibilities and evolve within the industry.



OUR CORE VALUES

Core Purpose:

To provide employee opportunity, customer value, and community improvement.



RELATIONSHIPS ARE OUR BUSINESS

Always earning your business.

Honesty, fairness, and doing the right thing.

Customer satisfaction is our priority.

Cultivate relationships for lifetime customers.



SAFETY WITHOUT COMPROMISE

Prioritize the well-being of all by instilling a safety-first mindset.

Continuously enhance safety measures to exceed industry standards.

We are responsible for maintaining a safe environment.

Encourage open communication and ideas for improvement.



UNAPOLOGETICALLY COMPETITIVE

We win or we learn.

Constantly raise the bar; never complacent.

Steadfast in our refusal to lose.

Achieve excellence through hard work.



360° ACCOUNTABILITY

Collectively fulfill obligations and commitments.

Maintain collective and individual responsibility.

Prioritize transparent communication, ensuring openness and clarity.

Operate with integrity and honesty.



EMBRACE COLLABORATION

Celebrate victories and successes.

Attack issues with a solution-oriented mindset.

Invest in training, mentoring, and continuous development.

Promote a culture of teamwork and positivity.



COMPARABLE / RECENT PROJECTS

WAYNE COUNTY AIRPORT AUTHORITY

📍 ROMULUS, MI

Contract Value: \$8,900,000.00



SOUTHFIELD TOWN CENTER

📍 SOUTHFIELD, MI

Contract Value: \$ 2,400,000.00



HENRY FORD FOOTE HOSPITAL PARKING STRUCTURE

📍 ANN ARBOR, MI

Contract Value: \$ 1,728,542.00



13800 ECKLES RD. • LIVONIA, MICHIGAN 48150 • P 734.484.3800 • F 734.437.6206

RAMSERVICES.COM



Robert T. Mazur
President

(810) 560-9966 | rmazur@ramservices.com

Background Experience:

Robert T. Mazur manages the corporate office in Livonia, Michigan as well as its two (2) subsidiaries and two (2) satellites. He is ultimately responsible for the overall operation of each office. Mr. Mazur negotiates all union contracts and interacts daily with the local and international unions on behalf of RAM Construction Services. He is accountable for maintaining RAM's overall relationship with our financial institutions, bonding and financial companies. Mr. Mazur is actively involved with our Safety Department; his support and guidance is paramount to the success of our company's safety culture. He has 43 years of extensive experience in the exterior facade restoration, waterproofing and sealant industries. He is a trusted partner to many of RAM's customers and spends time cultivating and maintaining relationships.

Areas of Expertise:

- ***Building Façade Restoration***
Repointing/Tuck-Pointing, Concrete Restoration, High-Pressure Hydro Cleaning, Masonry Sealers & Coatings, High-Rise Exterior Façade Repairs
- ***Concrete Restoration***
Waterproofing Sealers, Shotcrete, Post Tension Repairs, Epoxy Injection/Grout Injection
- ***New Construction Weatherproofing***
Waterproofing – Above & Below Grade, Joint Sealants (*Hot & Cold Applied*), Sealing & Caulking of Wall Systems & Flooring Systems, Needleglazing
- ***Department of Transportation (DOT)***
Epoxy Overlays/High Friction Surface Treatment (*HFST*), Carbon & Glass Fiber Wrap, Shotblasting, Shotcrete, Gunite, Pneumatically Placed Mortar

Professional Experience:

- President | RAM Construction Services of Michigan, Inc., Livonia, MI ▪ 1996 - Present
- Executive Vice President | Western Waterproofing Company, Livonia, MI ▪ 1988 - 1996
- Estimator/Project Manager | (Western Waterproofing Company), Livonia, MI ▪ 1978 - 1988

Education:

Marketing/Business Administration – Western Michigan University

Affiliations:

- Michigan Historic Preservation Network (MHPN)
- Association for Preservation Technology International (APTI)
- International Concrete Repair Institute (ICRI)
- Building Owners & Managers Association International (BOMA)
- International Facilities Management Association (IFMA)
- Sealants, Waterproofing, Restoration Institute (SWRI)
- Association of General Contractors (AGC)



Andrew Sandzik
Vice President of Restoration
(734) 368-6854 | asandzik@ramservices.com

Background Experience:

Andrew Sandzik is VP of the Restoration Divisions at RAM Construction Services. His responsibilities include supporting all directors, project managers, superintendents, and field staff in the façade and concrete departments; while also overseeing bidding, contract procurement, project scheduling, resource coordination, subcontractor sequencing, problem solving, project progress/schedule updates/meetings, as well as project close-out and warranties. He has vast experience with developing and maintaining customer relationships, marketing, and negotiations.

Areas of Expertise:

- Masonry Repair and Restoration
- Building Façade Inspection
- Repointing/Tuckpointing
- Stone Replacement and Restoration
- Needleglazing
- Pressure Grouting
- Exterior Joint Sealing
- Masonry Sealers and Coatings
- Concrete Repairs
- Stone Patching
- Silicone Gun & trowel Applied Sealant
- Brick Replacement and Restoration
- Epoxy Injection
- Terracotta Restoration
- Sandblasting Steel/Metal
- Exterior Cleaning

Project Experience:

- Michigan Central Station – Detroit, Michigan
- Detroit Foundation Hotel – Detroit, Michigan
- Michigan State University Spartan Stadium – Lansing, Michigan
- Louis Kamper / Stevens Building – Detroit, Michigan
- 1265 Griswold – Detroit, Michigan

Education:

Bachelor's – Construction Management – Michigan State University

Certifications:

- Neogard Applicator Certification
- Watson Bowman Expansion Joint Certified
- Dale Carnegie Graduate
- Confined Space Certification

Training:

- 363 Leadership Program
- Karrass Effective Negotiating
- Skill Path Training- Managing Difficult People

Affiliations:

- Building Owners and Managers Association International – (BOMA)



Bobby Mazur
Director of Concrete
(248) 504-8860 | bobbym@ramservices.com

Background Experience:

Bobby Mazur is the Director for the Concrete Restoration division at RAM Construction Services. His responsibilities include bidding/contract procurement, project scheduling, resource/subcontractor coordination and sequencing, problem solving, project schedule updates, progress meetings, as well as project close-out and warranties. He also has experience with developing and maintaining customer relationships, marketing, and negotiations.

Areas of Expertise:

- Masonry Repair and Preservation
- Masonry Repointing
- Terracotta Preservation
- Exterior Cleaning
- Window Needle-glazing
- Concrete Restoration
- Masonry Sealers and Coatings
- Exterior Joint Sealing
- Stone Replacement and Preservation
- Building Façade Inspections
- Pressure Grouting
- Flexible and Metal Flashing Repairs

Project Experience:

Wayne State University – Detroit, Michigan

- Hydro Demolition
- Concrete Restoration
- Expansion Joints
- Traffic Coatings
- Joint Sealants

Renaissance Center – Detroit, Michigan

- Concrete Roadway / Overlay
- Waterproofing Membrane
- Expansion Joint Replacement
- Traffic Coatings
- Various Concrete Repairs
- Sidewalk Replacement
- Caulking
- Drain Replacement

Eastern Market Parking Garage – Detroit, Michigan

- Partial Depth Concrete Repairs
- Full Depth Concrete Repairs
- Joint Sealants
- Exterior Brick Removal
- Coordinating Subcontractors

Education:

- Master of Business Administration – Walsh College
- Bachelor's Degree in Construction Management - Michigan State University

Certifications and Training:

- OSHA – 40 Hours
- CPR/First Aid
- Karrass Effective Negotiating
- Dale Carnegie Training



Anthony Dorenzo
Lead Superintendent
(734) 812-0533 | adorenzo@ramservices.com

Background Experience:

Anthony Dorenzo has been an employee at RAM Construction Services for over 20 years. He is responsible for project start-up packages and planning, hiring manpower, the coordination and supervision of trade-related training, managing, and tracking project progress and to ensure that the RAM safety policies are being enforced for the entire façade restoration department.

Areas of Expertise:

- Tuckpointing
- Lintel Repair and Replacement
- Caulking
- Coatings
- Sealants
- Expansion Joints
- Concrete Repairs and Replacement
- Suspended Slab Repair

Project Experience:

- Guardian Building – Detroit, Michigan
- Malcomson Building – Detroit, Michigan
- Book Tower – Detroit, Michigan
- Louis Kamer Building – Detroit, Michigan
- Renaissance Center – Detroit, Michigan
- Ascension Providence Parking Structure
Rochester, Michigan
- Ashley Terrance – Ann Arbor, Michigan
- ProMedica – Toledo, Ohio

Certifications and Training:

- 30-hour OSHA
- Swing Stage Competent Person
- Tubular Scaffold Competent Person
- First Aid CPR
- Confined Space
- Brick/Block Laying
- Caulking and Tuck-Pointing
- Must Safety Program
- Jahn Cathedral Stone Products
- Conproco Stone Repair
- Aerial Lift
- Fork Lift Operator



Ron Clapper
Concrete Restoration Superintendent
810-523-2398 | rclapper@ramservices.com

Background Experience:

Ron Clapper has over 20 years in residential construction. Responsibilities include managing and overseeing the Foreman for the Concrete Restoration Division, coordinating manpower, schedule projects and attends project meetings as needed. Ron works in the Concrete Restoration Division where he supervises crews primarily in Michigan and throughout the Midwest. The majority of this work deals primarily with universities, hospitals, city/county projects and stadiums.

Areas of Expertise:

- Epoxy Overlays
- Concrete Repairs
- Epoxy and Chemical Grout Injection
- Shotcrete, Guniting, Pneumatically Placed Mortar
- Carbon and Glass Fiber Wrap
- Corrosion Resistant Coatings
- Concrete Surface Coatings
- Structural Concrete Repairs
- Shotblasting
- High-Pressure "Water Blasting" Cleaning
- Joint Sealing
- Crack Sealing
- Expansion Joints
- Waterproofing
- Penetrating Sealers

Project Experience:

- City of Lansing Parking Structure Repairs – Lansing, Michigan
- WCAA Routine & On-Call Maintenance of Parking Decks, Parking Lots and Associated Facilities at Detroit Metropolitan Wayne County Airport – Detroit, Michigan
- Blue Cross Blue Shield Deck Rehab – Lansing, Michigan
- University of Michigan Structural Tunnel Repairs – Ann Arbor, Michigan
- 101 North Main Apartments – Traverse City, Michigan
- Oxmoor Apartments Parking Deck – Louisville, Kentucky
- U of M Hospital Ann Arbor Parking Decks – Ann Arbor, Michigan
- Ann Arbor DDA Parking Decks – Ann Arbor, Michigan
- Ludington Hydro Plant – Ludington, Michigan

Certifications & Training:

- Neogard Applicator Certification
- Watson Bowman Expansion Joint Certified
- ACI Concrete Certification
- ASI Structural Welding Certification
- Dale Carnegie Graduate
- AWP/Forklift Certified Trainer
- Lead and Asbestos
- OSHA 30 hour
- First Aid/CPR/AED
- Safe to Work Mods & Training
- Confined Space Certification
- Member of the safety committee and is actively involved with setting up specific training courses for the RAM team



Scott Hamill
Project Manager/Estimator
(313) 268- 7484 | shamill@ramservices.com

Background Experience:

Scott Hamill is a Project Manager/Estimator for the Concrete Restoration division at RAM Construction Services. His responsibilities include project management, resource/subcontractor coordination and sequencing, Scheduling, budgets, attending bids and other onsite meetings. He also has experience with developing and maintaining customer relationships, marketing, and negotiations.

Areas of Expertise:

- Expansion Joint Replacement
- Building Inspections
- Traffic Bearing Membranes
- Traffic Coatings
- Drain / Drain Piping Replacements
- Exterior Joint Sealing
- Concrete Sealers and Coatings
- Vertical Caulking & Sealing
- Crack Repairs
- Concrete & Structural Repairs
- Overhead & Post Tension Repairs
- Silicone Gun & Trowel Applied Sealant
- Urethane Injection
- Epoxy Injection
- Excavate
- Exterior Cleaning

Project Experience:

Mott Community College – Flint, Michigan

- Expansion Joints
- Structural Concrete Repairs
- Structural Crack Repairs
- Overhead Concrete Repairs
- Post Tension Repairs

Cargill Salt Plant – St. Clair, Michigan

- Excavate
- Concrete Pads
- Drain Covers
- Concrete Repairs

City of East Lansing Parking Decks – East Lansing, Michigan

- Structural Concrete Repairs
- Structural Crack Repairs
- Fully System Deck Coating
- Partial Depth Concrete Repairs
- Full Depth Concrete Repairs

Marriott of Troy – Troy, Michigan

- Vertical Column Concrete Repairs
- Vertical Caulking and Sealing
- Install Concrete Flush to Vertical Column, Matching Design

Education:

- EMT / Paramedic
- Firefighting Degree & Certifications

Certifications and Training:

- CPR / First Aid
- Automated External Defibrillator (AED)



Greg Bridwell
Safety Director

734-718-5458 | gbridwell@ramservices.com

Background Experience:

Greg Bridwell creates and enforces policies and procedures for our corporate office in Livonia, Michigan as well as our regional offices, including Cleveland, Ohio. He oversees the extensive mandatory training program for hundreds of field employees; courses and certifications necessary include various MIOSHA Certifications, Aerial Work Platform Certification, Fall Protection - CET Division Training, Suspended Scaffolding Competent Person Certification, and many more. Greg Bridwell is also responsible for enforcing RAM Construction's policies and procedures with the help of his Safety Team.

Areas of Expertise:

- Policy Review and Reform
- Construction Safety
- Project Management
- Budgeting
- Resource Management
- Fall Protection
- Inspections
- Behavior Base Safety
- Safety Audits

Professional Participation and Training:

- 30 Hour MIOSHA
- First Aid CPR/AED Certified
- M.U.S.T. – 18 Modules
- Aerial Lift
- Fall Protection Competent Person Training
- Calibration Bump Testing for Confined Space Equipment
- Boatswain Chair Trained
- Suspended Confined Scaffolding (SCF) Competent Person
- Alcohol & Drug Reasonable Suspicion
- Asbestos Awareness Supervisor
- Lead Awareness Supervisor
- Comp Person Excavation
- Forklift Training
- Hydro Mobil Trained
- NLB 10K Trained
- Hazard Communication
- Resp. FIT Tested - current
- Tubular Scaffolding Competent Person

Professional Affiliations

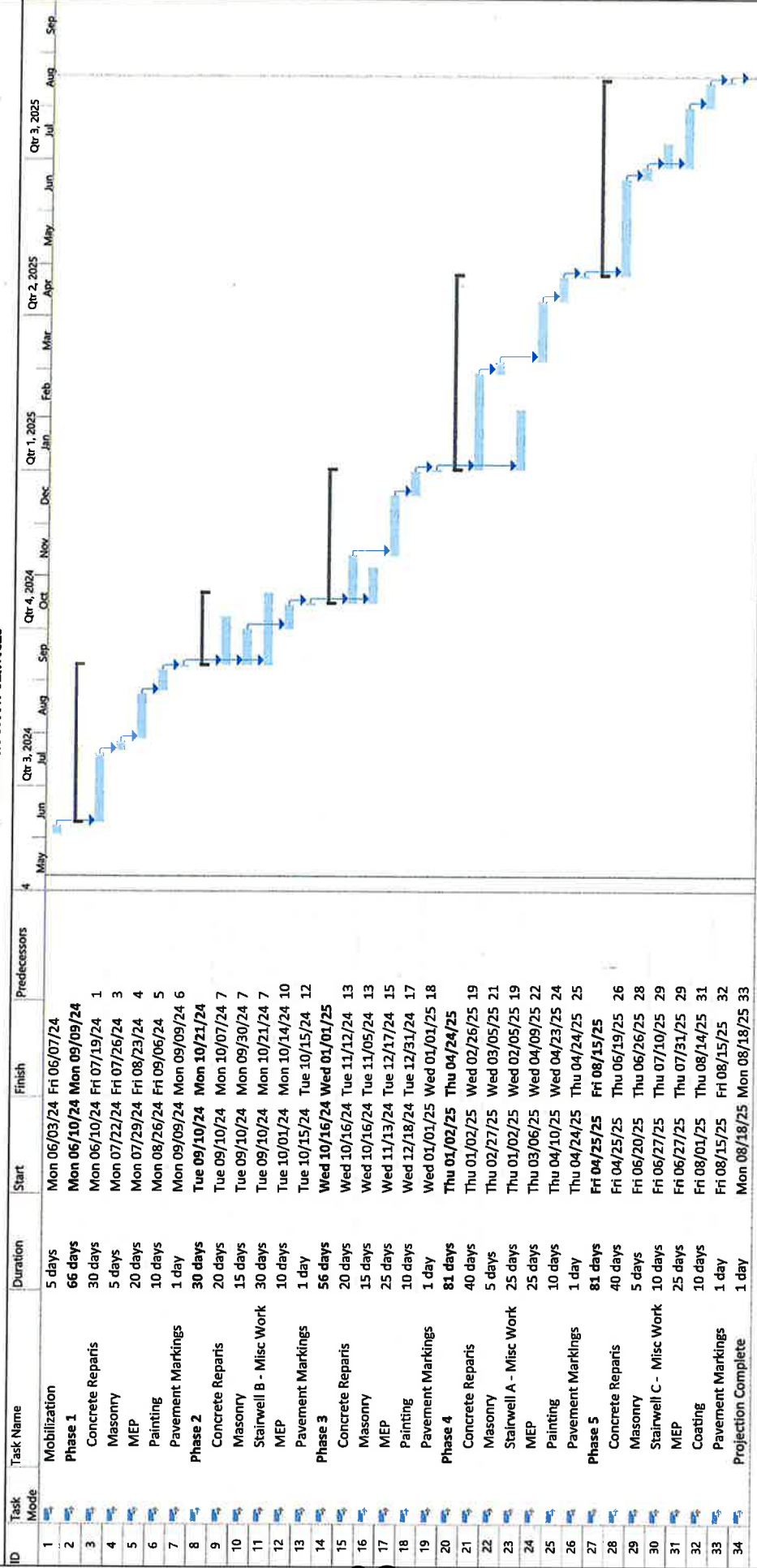
- Sealants, Waterproofing, Restoration Institute (SWRI)
- Association of General Contractors (AGC)

Project Experience:

Implements safety policies and procedures for all RAM Construction locations:

- Livonia, Michigan
- Grand Rapids, Michigan
- Minneapolis, Minnesota
- Cleveland, Ohio
- Toledo, Ohio

Chester Street Parking Deck Restoration



SITE SAFETY

SAFETY

The following procedures and precautionary measures will be implemented to ensure the safety of the project team:

Barricades and Overhead Protection

- Barricade the area where falling objects could potentially land to protect workers and pedestrians.
- Implement overhead protection measures to further enhance safety.
- Procure and set adequate barricades, fencing, and signage around and within our work area, accessible only to authorized personnel.
- Display proper signage such as "Do Not Enter," "People Working Above," "Falling Object Hazard," and "Authorized Personnel Only."
- Treat this area as a controlled access zone, and schedule work of other trades within these areas in advance through onsite Foreman coordination.



Shoring of High-Risk Demolition Areas

- Shore up high-risk demolition areas to minimize risks associated with structural instability.

Proper Signage

- Use clear and prominent signage, including "Working Above," "Danger," and "Do Not Enter," to raise awareness in areas with unknown conditions.

Project Team Coordination

- Ensure effective coordination among the project team to maintain a cohesive and safe working environment.
- Maintain daily communication with building management and other trades on site to facilitate collaboration and address any emerging concerns promptly.
- Conduct a pre-lift meeting at the beginning of each workday to discuss procedures and best practices.

By using a mixture of barricades, overhead protection, shoring and signage, along with proper training, RAM can eliminate fall hazards when working with deteriorating materials and unknown conditions. All systems put in place will be performed by qualified personnel. Systems will be inspected daily.



WORKPLACE SAFETY & TRAINING PROGRAM

Our commitment to safety begins with the establishment of comprehensive safety policies and procedures that outline our dedication to creating a safe working environment. We invest in regular safety training programs to ensure that all employees are equipped with the knowledge and skills to identify and mitigate potential hazards.

Additionally, we proactively assess our jobsites for risks, promptly address any safety concerns, and implement appropriate control measures to eliminate or minimize hazards. We maintain accurate records of incidents and near misses, enabling us to analyze trends, continuously improve our safety programs, and meet OSHA's recordkeeping requirements.

TRAINING PROGRAM

OSHA 10/30 Hour

All field employees are expected to obtain a minimum OSHA 10-hour certification. This training can be obtained through the union hall or through RAM Construction Services third-party administrator, "MUSTbSafe.com".

MUST Modules

All field employees are required to complete MUST training modules. Each employee is to be registered on MUSTbSafe.com and complete the 18 safety modules prior to new hire orientation. There is a 2-week leniency to complete all modules. If modules are not complete within the 2-week period from hire date, the employee will be pulled from the jobsite until completion of the MUST safety modules.

Confined Space

Prior to entry into a confined space. All employees assigned to the job will be required to complete confined space training through RAM Construction Services' third party administrator. Employees must be trained on confined space entry, hazards, and rescue prior to entry.

Aerial Work Platform/Forklift

Before operating or working on any aerial work platform or forklifts, employees must complete MEWP/Forklift training. Outside certifications will not be accepted. Each employee must complete RAM Construction Service's training before operating.



QUALITY STATEMENT

At RAM Construction Services, our commitment to quality is paramount. Our quality reflects our values, our workmanship, and our commitment to our clients. Our goal is to deliver projects that are on time, on budget, and within scope, with a focus on truly understanding and exceeding our client's quality expectations.

To achieve this goal, we have developed a Quality Management System that is based on the following principles:

CLIENT FOCUS

We understand client satisfaction is a blueprint for success. We strive to understand their needs, expectations, and preferences and to deliver projects that meet or exceed them.

LEADERSHIP

Commitment to quality starts at the top. Our management team is committed to promoting a culture of quality throughout our organization. Building quality awareness empowers our employees to truly take ownership of their work, and they are continuously provided with the necessary training and resources to excel.

OUR PEOPLE

We partner with our local unions to ensure that RAM employs the finest men and women the trades have to offer, their level of skill and knowledge is second to none, and it is reflected in our projects.

PROCESS APPROACH

Quality is not just about the result, it's about the process. We have established a set of standard operating procedures that ensure that every aspect of our projects are planned, executed, and monitored with quality in mind, every time.

CONTINUOUS IMPROVEMENT

We strive to be the best in our industry and that requires continuous improvement. RAM is always in search of better, more efficient ways to perform our work. We are committed to monitoring and analyzing our performance, identifying opportunities, teaching and training our workforce, and implementing the latest technologies to improve our quality, efficiency, and effectiveness.

SAFETY AND SUSTAINABILITY

We believe that quality is not just about meeting technical specifications but also about promoting safety, health, and sustainability. We comply with all Federal, State, and Local laws & regulations to promote safe and healthy working conditions, minimize the environmental impact of our operations, and contribute to the sustainable development of our communities.

Adhering to these principles allows us to consistently deliver projects that meet the highest standards of quality, safety, and sustainability and earn the trust and loyalty of our clients, employees, and stakeholders.



QUALITY CONTROL PLAN

PROJECT INITIATION AND PLANNING

- Once a contract is awarded to RAM, an in-office meeting is conducted with the Estimator/PM, Superintendent, and Foreman.
- The meeting outlines project specifics, discusses the best approach, and determines the overall schedule.
- The Estimator reviews the specified materials, while the Superintendent and Foreman compile a detailed equipment list for on-site work.
- The list is given to the Warehouse Manager, who arranges the necessary equipment based on the mobilization date.

PRE-START MEETING AND PROJECT MANAGEMENT

- Within a week of mobilization, a Pre-Start meeting is arranged on-site with the owner's representative, RAM's PM, Superintendent, and Foreman.
- The meeting focuses on discussing project scope, logistics, and any special requirements.
- All RAM projects are managed through Procore, a project management system.
- Procore is used to upload drawings, sketches, specifications, job-specific tasks, lineal footage, and square footage.
- The system enables efficient work management and provides visibility into daily productions.

DAILY OPERATIONS, PROJECT MANAGEMENT SYSTEM AND COMMUNICATION

- Foremen are required to photo document progress and update completed work daily.
- They can communicate questions or concerns by red-lining drawings and emailing through Procore to the PMs and Superintendent.
- Procore access can be granted to the Owner's Representative, allowing them to view photos and promptly respond to RFIs.
- Superintendents visit the job sites frequently, with the frequency varying based on the scope of work.
- Each morning, the Superintendent meets or has a call with each Foreman to discuss daily expectations and address any problems or concerns.
- Depending on the project size, a Weekly PM/Owners status meeting and site walkthrough may be conducted to discuss and address current issues.

QUALITY ASSURANCE AND COORDINATION

- RAM coordinates with the Owner's Representative, Testing Laboratories, and other required Inspectors during the project.
- The aim is to ensure that quality work is performed in accordance with project specifications.
- Inspectors provide written signoffs at milestone work points before proceeding to the next phase of work.

PROJECT COMPLETION AND FINAL WALKTHROUGH

- Upon project completion, the Superintendent and Project Foreman conduct a Jobsite walk to review quality, quantities/tasks, and job site clean-up.
- The Owner's Representative is invited to review the site and note any areas that need attention.
- A punch list is created to address and complete all concerns before fully demobilizing.
- Once punch list work is completed, another site walkthrough is conducted with the Owner's Representative to ensure satisfaction.
- The project is considered completed after the Owner's Representative signs off on the work.



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WJE
ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

Wes. Jersey, Blower Associates, Inc.
30700 Telegraph Road, Suite 3500
Birmingham, Michigan 48005
248.553.0800
www.wje.com

Project
Chester Street Parking
Structure
2024 Repairs
180 Chester Street
Birmingham, Michigan 48009

Client
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Drawn
SHEMIRM

Checked
SHEMIRM

Date
As Noted

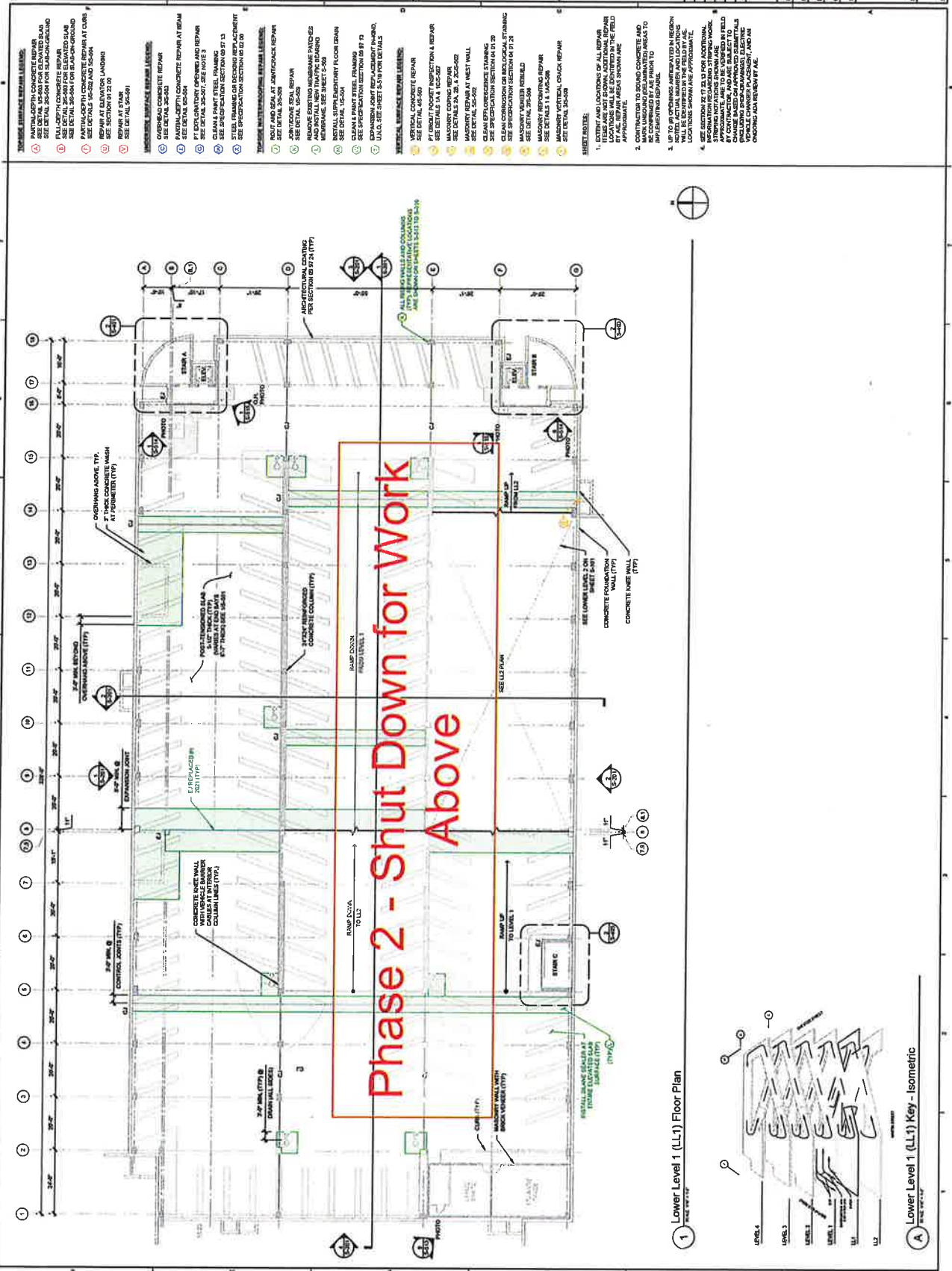
Project No.
2022.0066.5

Date
March 27, 2024

Scale
SHEMIRM

Sheet
S-102

Lower Level 1 (LL1) Floor Plan



1 Lower Level 1 (LL1) Floor Plan

Lower Level 1 (LL1) Key - Isometric

8C



**Chester Street Parking
Structure
2024 Repairs
180 Chester Street
Birmingham, Michigan 48009**

City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Level 1 Floor Plan

S-103

TEMPERATURE DEPTH CONCRETE REPAIRS 1. PARTIAL DEPTH CONCRETE REPAIRS SEE DETAIL 25-500 FOR REINFORCED SLAB AND DETAIL 25-501 FOR UNREINFORCED SLAB 2. FULL DEPTH CONCRETE REPAIRS SEE DETAIL 25-502 FOR REINFORCED SLAB AND DETAIL 25-503 FOR UNREINFORCED SLAB 3. DETAIL 25-504 FOR LAID-ON-GROUND CONCRETE REPAIRS 4. DETAIL 25-505 FOR REPAIRS AT CURBS AND DETAIL 25-506 FOR REPAIRS AT ELEVATION LANDINGS 5. SEE SECTION 11.22.05 FOR REPAIRS AT STAIRS AND DETAIL 25-507 FOR REPAIRS AT WALLS		UNDERGROUND SURFACE REPAIRS 1. OVERSIGHT CONCRETE REPAIR SEE DETAIL 25-508 2. PARTIAL DEPTH CONCRETE REPAIR AT SOUM SEE DETAIL 25-509 3. FULL DEPTH CONCRETE REPAIR SEE DETAIL 25-510 4. PATCH EXPANSION OFFERING AND REPAIR SEE DETAIL 25-511, SEE NOTE 3 5. SEE SPECIFICATION SECTION 10.07.13 FOR REPAIRS AT ELEVATION LANDINGS 6. STEEL FRAMING AND DOWEL REPLACEMENT SEE SPECIFICATION SECTION 10.02.05 7. REPAIRS, MULTIDIRECTIONAL SURFACE REPAIRS SEE DETAIL 25-512 8. ROUT AND SEAL AT JOINT/CHECK REPAIR SEE DETAIL 25-513 9. JOINT/SEAL REPAIR SEE DETAIL 25-514 10. REMOVE EXISTING MORTAR PATCHES AND INSTALL NEW TRAFFIC BEARING MORTAR. SEE DETAIL 25-515 11. ASHRAVE, SEE SHEET 6-508 12. REPAIRS AT WAST WATER SEE DETAIL 25-516 13. CLEAN & PAINT STEEL FRAMING SEE SPECIFICATION SECTION 10.07.13 14. REPAIRS AT ELEVATION LANDINGS SEE DETAIL 25-517 15. LAID-ON-GROUND CONCRETE REPAIRS SEE SHEET 25-518 FOR DETAIL		VERTICAL SURFACE REPAIRS 1. VERTICAL CONCRETE REPAIR SEE DETAIL 25-519 2. REPAIRS AT ELEVATION LANDINGS SEE DETAIL 25-520 3. REPAIRS AT ELEVATION LANDINGS SEE DETAIL 25-521 4. REPAIRS AT ELEVATION LANDINGS SEE DETAIL 25-522 5. REPAIRS AT ELEVATION LANDINGS SEE DETAIL 25-523 6. REPAIRS AT ELEVATION LANDINGS SEE DETAIL 25-524 7. REPAIRS AT ELEVATION LANDINGS SEE DETAIL 25-525 8. REPAIRS AT ELEVATION LANDINGS SEE DETAIL 25-526 9. REPAIRS AT ELEVATION LANDINGS SEE DETAIL 25-527 10. REPAIRS AT ELEVATION LANDINGS SEE DETAIL 25-528 11. 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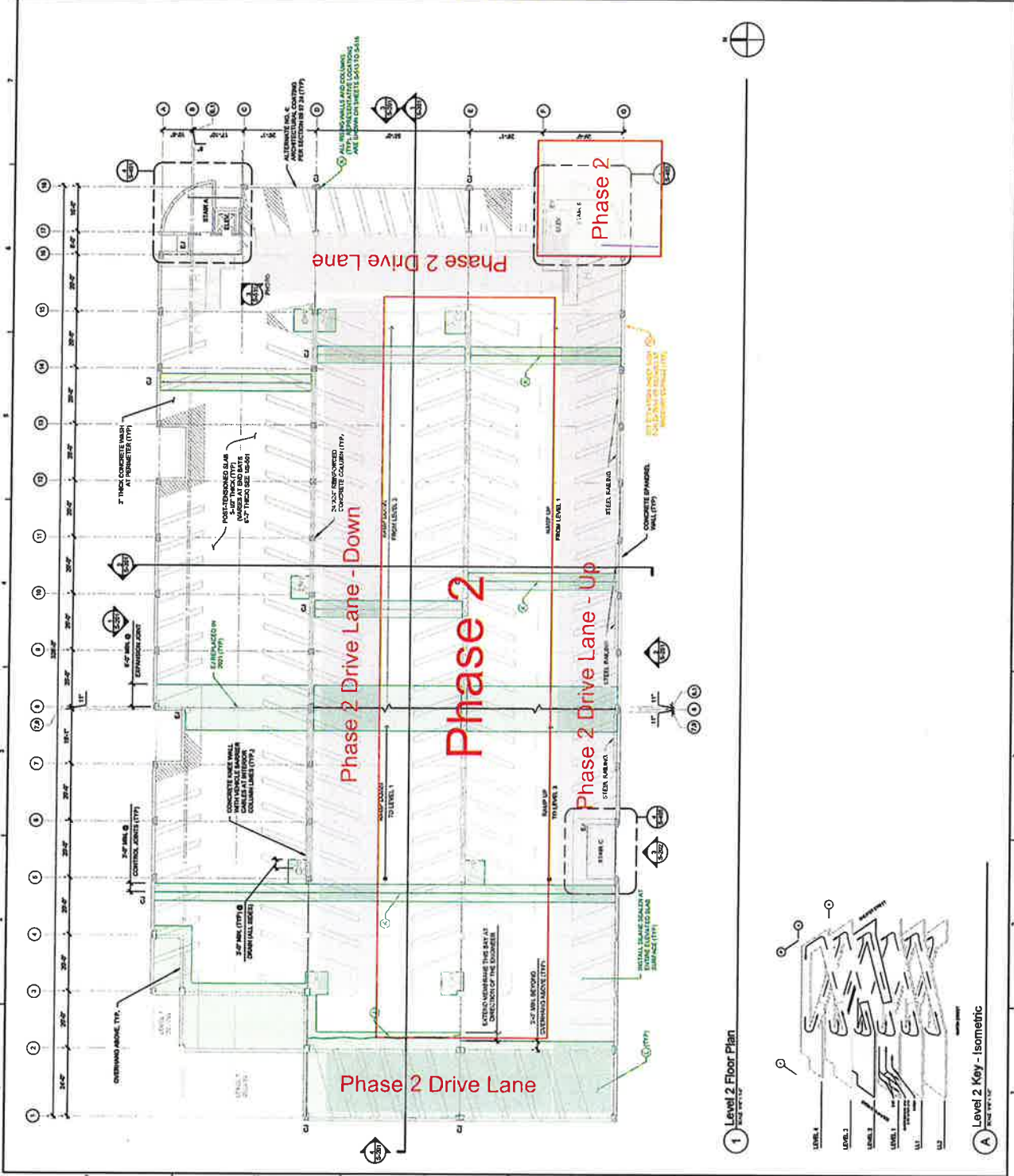
SHEET NOTES:

1. EXTENT AND LOCATIONS OF ALL REPAIR ITEMS ARE NOT SHOWN. ADDITIONAL REPAIRS MAY BE REQUIRED IN THE FIELD BY A/E. REPAIR AREAS SHOULD BE APPROXIMATE.
2. EXISTING DRIVEWAYS AND CONCRETE PAVEMENT SHALL BE MAINTAINED AND MARK CALCULATED UNPAVED AREAS TO BE CONSIDERED BY A/E PRIOR TO ANY CHANGES.
3. UP TO 10 OFFSHORE ACTIVITIES IN REGION HOTEL ACTUAL NUMBER AND LOCATION WILL BE DETERMINED BY A/E. THE LOCATIONS SHOWN ARE APPROXIMATE.
4. SEE SECTION 37.02.13 FOR ADDITIONAL INFORMATION REGARDING WORK STRIPPED OUTSIDE SHOW AREA. IF CONTRACTORS ARE TO BE DESIGNED IN FIELD CHANGE BASED ON APPROVED SUBMITTALS FOR VERTICAL CURVE PLACEMENT, AN IN-CONCRETE SIGN RETURN AT A/E.

Quantity	Unit	Description
1	Set	Chest Parking Deck

1 Level 1 Floor Plan

Level 1 Key - Isometric



- PHASE 2 DRIVE LANE - DOWN**
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WJE
ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

William J. Edwards, Inc.
30700 Telegraph Road, Suite 3000
Birmingham, Alabama 35260
205.993.0900 | Fax 205.993.0932
www.wje.com

Project: Chester Street Parking Structure Repairs
2024 Repairs
180 Chester Street
Birmingham, Alabama 35203

Client: City of Birmingham
151 Martin Street
Birmingham, Alabama 35203

Rev	Date	Description
0.0.1	2/1/24	Issued for Bid
0.0.2	2/1/24	For Owner Review

Project No. 2022-0559-1.5
Date: March 21, 2024
Drawn: BENJAMIN
Checked: SVR
Title: Level 2 Floor Plan
Sheet No. S-104



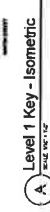
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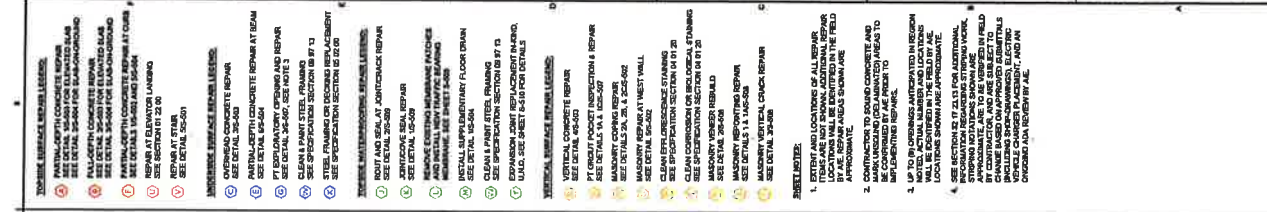
1. EXTENT AND LOCATIONS OF ALL REPAIRS AND PATCHES TO BE IDENTIFIED IN THE FIELD BY A/E. REPAIR AREAS SHOWN ARE APPROXIMATE.
2. CONTRACTOR TO SOUND CONCRETE AND REPAIR CRACKS AND REPAIRS TO BE ASKED TO BE CONFIRMED BY A/E PRIOR TO IMPLEMENTING REPAIR.
3. UP TO 10 OPENINGS ANTICIPATED IN REGION NOTED. ACTUAL NUMBER AND LOCATIONS OF OPENINGS TO BE IDENTIFIED IN THE FIELD. LOCATIONS SHOWN ARE APPROXIMATE.
4. SEE SECTION 17.05 FOR ADDITIONAL INFORMATION REGARDING STOPPING MOTIF. STOPPING INDICATIONS SHOWN ARE APPROXIMATE. CONTRACTOR TO BE RESPONSIBLE IN FIELD FOR CONTRACTION, AND ARE SUBJECT TO CHANGE BASED ON APPROVED SUBMITTALS. CONTRACTOR TO PROVIDE SIGNAGE FOR TRUCK VEHICLE CHANGER PLACEMENT, AND AN ONGOING A/E REVIEW BY A/E.

777

Lower Level 1 (LL1) Key - Isometric

	ENGINEERS ARCHITECTS MATERIALS SCIENTISTS	Wiss, Janney, Elstner Associates, Inc. 30700 Telegraph Road, Suite 3000 Farmington Hills, Michigan 48334-3000 248-592-0900 fax 248-591-8572 www.wje.com Project Name: Chester Street Parking Structure Project Location: 180 Chester Street, Birmingham, Michigan 48009 Project Description: Construction of a four-level parking structure with a total of 480 spaces. The structure will be built on an existing site and will include a new entrance and exit ramp. The project will also include the installation of new lighting and signage. The project is scheduled to start in the fall of 2024 and is expected to be completed by the end of 2025.											
	Project Chester Street Parking Structure 2024 Repairs 180 Chester Street Birmingham, Michigan 48009	Client City of Birmingham 151 Martin Street Birmingham, Michigan 48009											
Consultants		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Item</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>03.13.24</td> <td>Revised for Bids</td> <td></td> </tr> <tr> <td>07.05.24</td> <td>For Owner Review</td> <td></td> </tr> </tbody> </table> 1/4\"/>		Item	Date	Description	03.13.24	Revised for Bids		07.05.24	For Owner Review		
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Contractors		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Project No.</th> <th>2022-0506.5</th> </tr> </thead> <tbody> <tr> <td>Date</td> <td>March 21, 2024</td> </tr> <tr> <td>Drawn</td> <td>BDJ/MHM</td> </tr> <tr> <td>Checked</td> <td>DJR</td> </tr> <tr> <td>Notes</td> <td>As Noted</td> </tr> </tbody> </table>		Project No.	2022-0506.5	Date	March 21, 2024	Drawn	BDJ/MHM	Checked	DJR	Notes	As Noted
Project No.	2022-0506.5												
Date	March 21, 2024												
Drawn	BDJ/MHM												
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Notes	As Noted												
Lower Level 1 (LL-1) Floor Plan		Sheet Title											





Current Practice

City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

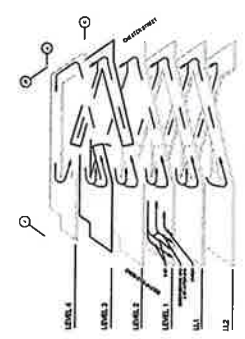
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Level 2 Floor Plan

S-104







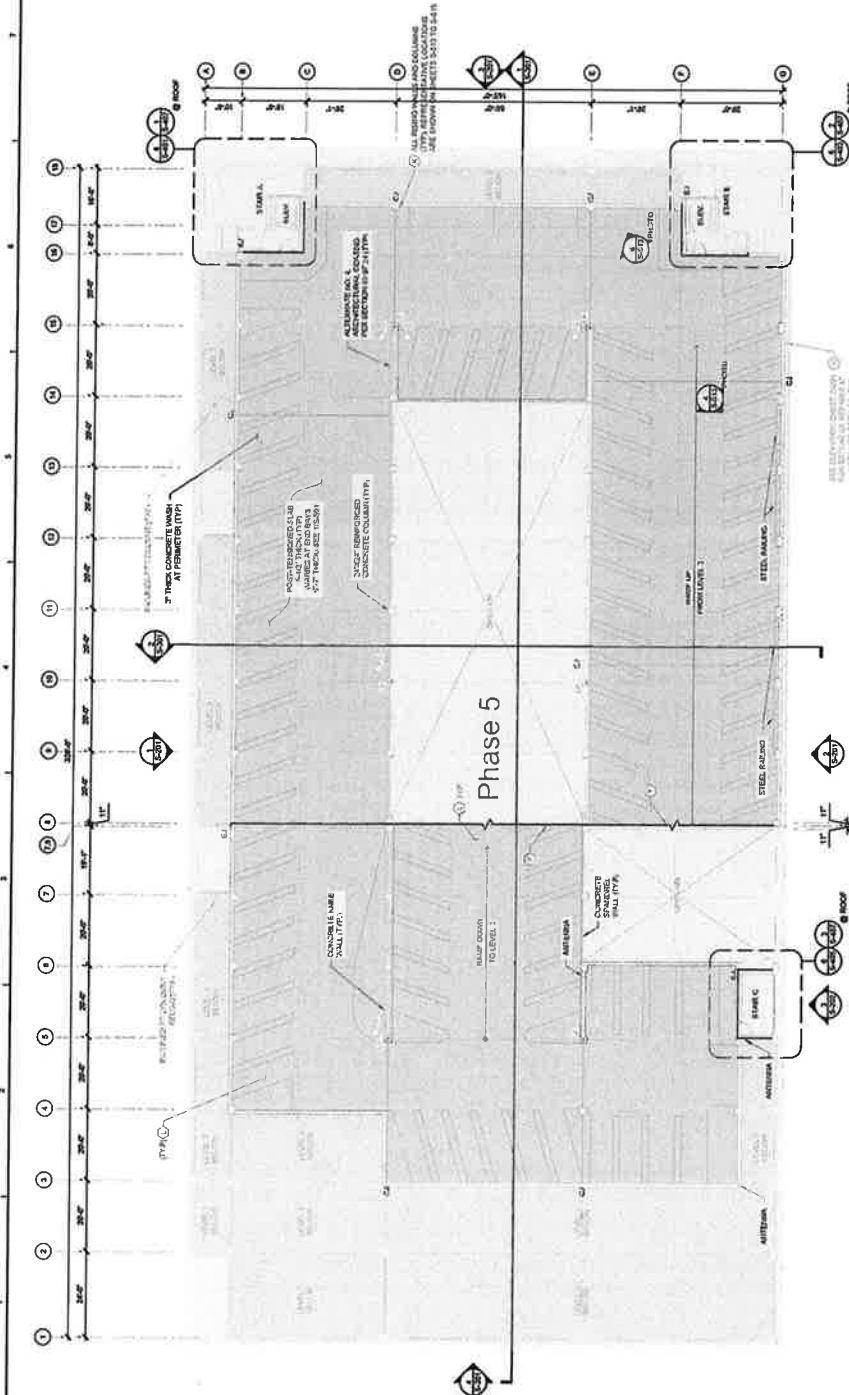
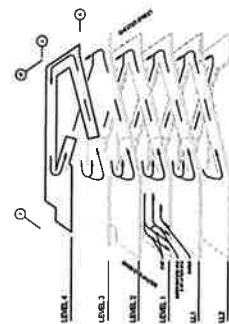
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Serial No. **S-105**



Level 3 Key - Isometric

2. UP TO 10% OPENINGS AUTHORIZED IN REGION 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 83

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SHEET NOTES:

1. EXTENT AND LOCATIONS OF ALL REPAIR AND PATCH WORK TO BE IDENTIFIED IN THE FIELD BY AE. REPAIR AREAS SHALL HAVE APPROXIMATE.
2. CONTRACTOR TO SOUND CONCRETE AND REPAIR ALL UNSOUND (CRACKED) AREAS TO BE IDENTIFIED BY AE PRIOR TO IMPLEMENTING REPAIRS.
3. UP TO 10% OF DAMAGED ANTICIPATED IN REGION HOTEL, ACTUAL NUMBER AND LOCATIONS WILL BE IDENTIFIED IN THE FIELD BY AE. LOCATIONS SHOWN ARE APPROXIMATE.
4. SEE SECTION 32.13.23 FOR ADDITIONAL REPAIRS TO BE IDENTIFIED AND WORK STOPPING LOCATIONS SHOWN ARE APPROXIMATE. ARE TO BE VERIFIED IN FIELD BY AE. REPAIRS TO BE IDENTIFIED BY AE TO CHANGE WINDING AND REINFORCING (INCLUDING SHOP-DRAWINGS, SELECT VEHICLE CHASSIS PLACEMENT, AND AN OVERALL AREA REVIEW BY AE.

Project No.	2022-0596LS
Date	March 21, 2024
Drawn	SEHAMETUL
Checked	SVR
Scale	As Noted
Sheet Title	Level 4 Floor Plan
Sheet No.	S-106

AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND RAM Construction Services of Michigan, Inc For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

This AGREEMENT, made this 10th day of May, 2024, by and between, the **CITY OF BIRMINGHAM** having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and RAM Construction Services of Michigan, Inc., having its principal office at 13800 Eckles Road, Livonia, MI 48150 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, Michigan, is desirous of hiring a qualified professional contractor to furnish labor, equipment, material and supervision necessary to complete repairs as detailed in the City owned parking structure known generally as: Chester St.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform **2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT** as detailed in the specifications for Chester St., and in connection therewith has prepared a request for sealed Invitation to Bid proposals ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform **2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT**.

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

1. **MUTUALLY AGREED:** It is mutually agreed by and between the parties that the documents consisting of the Invitation to Bid to perform **2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT** and the Contractor's cost proposal dated May 10, 2024 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.) If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.
2. **TERM:** This Agreement shall have a term of 15 months from the date stated above, and is renewable upon expiration for two (2) month terms. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all services, goods and information prepared by the Vendor through such date.
3. **FEES.** The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$5,938,510.00 as set forth in the Contractor's May 10, 2024 cost proposal.
4. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed,

the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

5. **GOOD MORAL CHARACTER:** The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

6. **INSURANCE SUBMISSION REQUIREMENTS:** The has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor's acceptance of the terms of this Agreement.

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

8. **INDEPENDENT CONTRACTOR:** The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

9. **COMPLIANCE WITH LAWS:** The Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the Contractor is subject, Contractor hereby agrees to be bound by

all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

10. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

11. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

12. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on

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

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of \$1,000,000, per occurrence preferred, but claims made accepted.

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

F. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

H. Proof of Insurance Coverage: The Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

I. **Maintaining Insurance:** Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. **WRITTEN NOTICES:** All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City: City of Birmingham
151 Martin Street
Birmingham, MI 48009
Attn: Parking Systems Manager, Aaron Ford

Contractor: RAM Construction Services of Michigan, Inc.
13800 Eckles Road
Livonia, MI 48150
Attn: Scott Hamill

14. **COVID:** The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor's 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 Contractor's 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 Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

15. **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.

16. **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.

17. **COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of the Contractor's agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions, or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

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

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

20. **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.

21. **RESPONSE TO REQUESTS FOR PROPOSALS:** The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated May 10, 2024, to the City's Request for Proposals dated May 10, 2024. In the event of a conflict in any of the terms of this Agreement and the Contractor's May 10, 2024 (date of response) response, the terms of this Agreement shall prevail.

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

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date and year above written.

CONTRACTOR

By: 
Robert T. Mazur

CONTRACTOR Its: President

STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

On this 10th day of May, 2024, Robert T. Mazur, before me personally appeared who acknowledged that with authority on behalf of RAM Construction Services of Michigan, Inc. to do so he signed this Agreement.

 Notary Public
Kristen Wickens Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: December 28, 2024



CITY OF BIRMINGHAM

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

Approved:

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

Aaron Ford, Parking Systems Manager
(Approved as to substance)

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

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

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

Robert T. Mazur	May 10, 2024
PREPARED BY (Print Name)	DATE
President	May 10, 2024
TITLE	DATE
	shamill@ramservices.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
RAM Construction Services of Michigan, Inc.	
COMPANY	
13800 Eckles Road, Livonia, MI 48150	313-268-7484
ADDRESS	PHONE
RAM Construction Services of Michigan, Inc.	734-464-3800
NAME OF PARENT COMPANY	PHONE
13800 Eckles Road, Livonia, MI 48150	
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

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

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the ITB (p. 6)

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$ 950,000.00
Labor	\$ 1,744,510.00
Miscellaneous (Attach Detailed Description) & Subs	\$ 2,175,000.00
GRAND BASE BID AMOUNT	\$ 4,869,510.00
ADDITIONAL BID ITEMS	
Alternatives	\$ 1,000,012.00
	\$
ALTERNATIVES TOTAL AMOUNT	\$ 1,000,012.00

UNIT COST BID ITEMS	
Please see WJE Bid Proposal Form	\$ per

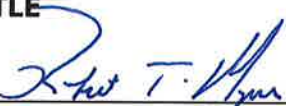
Contractor Name RAM Construction Services of Michigan, Inc.

Authorized signature  Date May 10, 2024
 Robert T. Mazur

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

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

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

<u>Robert T. Mazur</u>	<u>May 10, 2024</u>
PREPARED BY	DATE
(Print Name)	
<u>President</u>	<u>May 10, 2024</u>
TITLE	DATE
	<u>shamill@ramservices.com</u>
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
<u>RAM Construction Services of Michigan, Inc.</u>	
COMPANY	
<u>13800 Eckles Road, Livonia, MI 48150</u>	<u>313-268-7484</u>
ADDRESS	PHONE
<u>RAM Construction Services of Michigan, Inc.</u>	<u>734-464-3800</u>
NAME OF PARENT COMPANY	PHONE
<u>13800 Eckles Road, Livonia, MI 48150</u>	
ADDRESS	
<u>38-1164400</u>	
TAXPAYER I.D.#	

SECTION 00 41 44
BID FORM

PART 1 GENERAL

PROJECT: Chester Street Parking Structure
2024 Repairs
180 Chester Street
Birmingham, Michigan 48009

BID DUE: Refer to City of Birmingham bidding instructions.

SUBMITTED TO: Aaron Ford
City of Birmingham
Email: aford@bhamgov.org

COPY TO: Wiss, Janney, Elstner Associates, Inc.
Attn: Sarah Rush, PE and Matthew Lewis, PE
Email: srush@wje.com and mlewis@wje.com
Phone: 248-593-0900

SUBMITTED BY: RAM Construction Services of Michigan, Inc.

Bidder name

13800 Eckles Road, Livonia, MI 48150

Bidder address

May 10, 2024

Date

1.1 BIDDER CERTIFIES THE FOLLOWING:

- A. Bidder has carefully read and understands Bidding Documents.
- B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions, materials, and attachments to remain, on existing facility.
- C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents. Bidding Documents include Project Drawings and Project Manual dated March 21, 2024, prepared by WJE and addenda.
- D. Bidder shall notify Architect/Engineer of discrepancies, omissions, conflicts, or unclear meaning within Bidding Documents; Architect/Engineer will interpret Bidding Documents and, if necessary, issue written addendum. Contracted Work will be based on Architect/Engineer's interpretation of Bidding Documents.
- E. Bidder may not withdraw Bid within 60 calendar days after Bid Due date.

F. Bidder agrees that Owner has right to waive informalities and irregularities in Bid received and to accept Bid which, in Owner's judgment, is in Owner's own best interests.

G. Bidder acknowledges receipt of following addenda by checking the corresponding box(es) below.

No. <u>1</u>	Dated <u>4/29/24</u>	☒
No. <u>2</u>	Dated <u>5/7/24</u>	☒

1.2 LUMP SUM WORK ITEMS

A. Refer to Section 01 11 00.

1.3 ALLOWANCES

A. Refer to section 01 21 00.

B. To address changes in the work not indicated by the Contract Documents and Specifications, and upon written instruction of the Owner, the following prices shall prevail in accordance with the General Conditions.

C. Labor costs: All trades at their prevailing hourly rate plus ten percent (10 %) for profit and overhead.

D. Material costs: At cost plus ten percent (10 %) for profit and overhead.

1.4 UNIT PRICES

A. Refer to Section 01 22 00. See Bid Proposal Form for estimated quantities.

B. Unit Prices as defined in Section 01 22 00 shall be used to determine adjustments to the Contract Amount when changes are made in the quantity of work, regardless of the magnitude of the change. If, however, in the opinion of the Architect/Engineer, a significant increase or decrease in quantity for any unit price work item is justifiable cause for a change in the original unit price, then the Owner reserves its right to re-negotiate the unit price with the contractor.

C. Bidder must state a Unit Price and Total Amount of Bid for each item. In filling out the Bid Form, the Total Amount of Bid in Dollars for each item must be the product of the estimated quantity and the Unit Price. The "GRAND TOTAL" must be the sum of the total amounts bid for the respective individual items.

D. Should the final quantities for each item vary from the estimated quantity, the difference between the final and estimated quantity shall be multiplied by the Unit Price. If the quantity difference is positive, the dollar amount is considered as an additional cost. If the quantity difference is negative, the dollar amount is considered a credit.

E. Prior to beginning any work on a Unit Price basis, the Contractor shall notify the Architect/Engineer sufficiently in advance to permit measurements to be verified. Only quantities which have been verified and approved by the Architect/Engineer shall be used to determine adjustments to the Contract Amount. Performance of any work not required by the Contract Documents, not verified by the Architect/Engineer, or authorized by signed Change Order shall not be considered for payment under the terms of Unit Prices. The Contractor shall be solely responsible for all unauthorized work.

BID PROPOSAL FORM

NOTE: Bidder shall state Unit Price Bid and Total Bid amount for each unit price item. Total Bid amount for each item shall be product of Estimated Quantity by Unit Price. Unit Price Bid and Total Bid amounts shall be written numerically in spaces provided.

GRAND TOTAL shall be sum of Total Bid amounts for various items.

All words and numbers shall be written in non-erasable medium.

1.5 BASE BID

- A. For all labor, materials, services and equipment necessary for completion of the work specified, the Bidder bids:

LUMP SUM WORK ITEMS		
Item	Description	Total
1.	General conditions	\$ 520,000.00
2.	Performance bond, labor, and material payment bond	\$ 33,000.00
3.	Brick masonry coping repair	\$ 410,000.00
4.	Ledge repair at west foundation wall	\$ 6,000.00
5.	Vertical crack repair at Stairs A and B	\$ 51,000.00
6.	Facade and wall cleaning	\$ 27,000.00
7.	Cove seal replacement	\$ 80,000.00
8.	Joint sealant replacement at slab-on-ground	\$ 40,000.00
9.	Roofing replacement at stair towers	\$ 70,000.00
10.	Curtainwall and glazing repairs	\$ 46,000.00
11.	Architectural coating (non-elastomeric) at lower levels	\$ 125,000.00
12.	Steel coating of utilities	\$ 63,000.00
13.	Pavement markings	\$ 15,000.00
14.	Lighting fixture replacement	\$ 735,000.00
15.	Electrical work	\$ 373,000.00
16.	Mechanical work	\$ 144,000.00
17.	Plumbing work	\$ 204,000.00
18.	All other work items defined on Drawings (see Summary of Work)	\$ 22,000.00

LUMP SUM WORK ITEMS		
Item	Description	Total
Base Bid Lump Sum Work Items – Subtotal:		\$2,964,000.00

ALLOWANCE WORK ITEMS		
Item	Description	Total
19.	Contingency allowance	\$ 250,000
20.	Localized steel coating	\$ 50,000
21.	New mechanical room and concrete pads for mechanical equipment	\$ 50,000
22.	Lighting modifications	\$ 50,000
Allowance Work Items – Subtotal:		\$ 400,000

UNIT PRICE WORK ITEMS					
Item	Description	Est. Qty	Unit	Unit Price	Total
CONCRETE REPAIR ITEMS					
23.	Partial-depth top surface concrete repair	500	sq ft	\$ 39.00	\$ 19,500.00
24.	Full-depth concrete slab repair	2,500	sq ft	\$ 55.00	\$ 137,500.00
25.	Partial-depth overhead concrete repair	250	sq ft	\$ 85.00	\$ 21,250.00
26.	Partial-depth concrete beam repair	1,500	sq ft	\$ 55.00	\$ 82,500.00
27.	Vertical concrete column or wall repair	1,000	sq ft	\$ 65.00	\$ 65,000.00
28.	Bumper wall curb and curb repair	250	lin ft	\$ 40.00	\$ 10,000.00
29.	Supplemental epoxy-coated reinforcing steel	1,000	lb	\$ 4.00	\$ 4,000.00
30.	Supplemental dowels	500	each	\$ 50.00	\$ 25,000.00
31.	Full-depth slab-on-ground repair	50	sq ft	\$ 40.00	\$ 2,000.00
POST-TENSIONING REPAIR ITEMS					
32.	Slab exploratory opening	125	each	\$ 225.00	\$ 28,125.00
33.	Grout pocket exploratory opening	250	each	\$ 170.00	\$ 42,500.00
34.	Tendon sheathing repair	1,000	lin ft	\$ 36.00	\$ 36,000.00
35.	New 7-wire strand	2,500	lin ft	\$ 35.00	\$ 87,500.00

UNIT PRICE WORK ITEMS					
Item	Description	Est. Qty	Unit	Unit Price	Total
36.	Strand coupler	100	each	\$ 475.00	\$ 47,500.00
37.	Central stressing coupler, including restressing	50	each	\$ 625.00	\$ 31,250.00
38.	New fixed end anchorage	15	each	\$ 650.00	\$ 9,750.00
39.	Reseat tendon in existing end anchor	5	each	\$ 450.00	\$ 2,250.00
40.	Reseat tendon in existing stressing end anchor, including restressing	10	each	\$ 600.00	\$ 6,000.00
WATERPROOFING AND DURABILITY WORK ITEMS					
41.	Rout and seal cracks in slab	1,500	lin ft	\$ 5.50	\$ 8,250.00
42.	Horizontal joint sealant replacement	2,500	lin ft	\$ 6.25	\$ 15,625.00
43.	Traffic-bearing membrane installation	80,000	sq ft	\$ 3.20	\$ 256,000.00
44.	Leveling course installation	20,000	sq ft	\$ 1.50	\$ 30,000.00
45.	Silane sealer installation	140,000	sq ft	\$.31	\$ 43,400.00
46.	Winged expansion joint sealant replacement	350	lin ft	\$ 98.00	\$ 34,300.00
47.	Premolded expansion joint seal replacement	250	lin ft	\$ 79.00	\$ 19,750.00
48.	Silicone-coated precompressed seal replacement	40	lin ft	\$ 135.00	\$ 5,400.00
49.	New floor drain	5	each	\$ 1,400.00	\$ 7,000.00
50.	Elastomeric coating on vertical surfaces	500	sq ft	\$ 7.50	\$ 3,750.00
STAIR AND ELEVATOR LANDING REPAIR ITEMS					
51.	Concrete topping replacement at stair treads/landings	1,500	sq ft	\$ 45.00	\$ 67,500.00
52.	Concrete topping replacement at elevator landings	250	sq ft	\$ 50.00	\$ 12,500.00
53.	Metal stair tread and riser replacement	60	each	\$ 400.00	\$ 24,000.00
54.	Metal pan and support framing replacement at stair landings	5	each	\$ 950.00	\$ 4,750.00
55.	Metal decking replacement at elevator landings	100	sq ft	\$ 21.00	\$ 2,100.00
56.	Structural steel ledger angle replacement at elevator landings	200	lin ft	\$ 70.00	\$ 14,000.00

UNIT PRICE WORK ITEMS					
Item	Description	Est. Qty	Unit	Unit Price	Total
57.	Clean and paint steel framing or decking	2,500	sq ft	\$ 5.50	\$13,750.00
58.	Perimeter sealant at Stairs A and B	6	level	\$ 950.00	\$ 5,700.00
59.	Perimeter sealant at Stair C	3	level	\$ 950.00	\$ 2,850.00
60.	Railing post base repair	8	each	\$1,100.00	\$ 8,800.00
61.	Glazing replacement	1	each	\$3,600.00	\$3,600.00
MASONRY AND FLASHING REPAIR ITEMS					
62.	Rebuild brick veneer	2,500	sq ft	\$ 50.00	\$ 125,000.00
63.	Repoint brick veneer	2,000	lin ft	\$ 7.50	\$ 15,000.00
64.	Repoint brick veneer	2,000	sq ft	\$ 38.00	\$ 76,000.00
65.	Vertical brick crack repair	500	lin ft	\$ 82.00	\$ 41,000.00
66.	Helical anchor installation	250	each	\$ 44.00	\$ 11,000.00
Base Bid Unit Price Work Items - Subtotal					\$1,505,510.00

\$1,508,650.00

SUMMARY PORTION OF BASE BID

Subtotal Lump Sum Work Items:	\$	2,964,000.00	
Subtotal Allowance Work Items:	\$	400,000.00	
Subtotal Unit Price Work Items:	\$	1,505,510.00	\$1,508,650.00

BASE BID GRAND TOTAL (Sum of Subtotals): \$ ~~4,869,510.00~~ **\$4,872,650.00**

BASE BID GRAND TOTAL (in words): _____

~~Four Million Eight Hundred Sixty-nine Thousand Five Hundred Ten~~

Dollars

Four Million Eight Hundred Seventy-two Thousand Six Hundred Fifty

**BID
CLARIFICATION
AND REVISION
PER MAY 21,
2024 EMAIL
AUTHORED BY
SCOTT HAMILL
OF RAM**

1.6 CONSTRUCTION SCHEDULE

- A. It is anticipated that this project will be authorized in Spring 2024 via a written Notice to Proceed.
- B. The Contractor agrees to reach substantial completion before Fall 2025 or as otherwise indicated in the City of Birmingham bidding instructions.
- C. Time of completion of the proposed Contract is of importance to the Owner and will be considered in the award of the Contract.
- D. The Contractor agrees to commence work under the Contract on or before 6/3/24 calendar date or a date to be specified in a written "Notice to Proceed."
- E. The Contractor proposes to complete all defined Base Bid work within 454 calendar days from the date specified in the Notice to Proceed.
- F. The selected Contractor shall submit a detailed construction/work sequence schedule describing the work to be performed in each phase on an event by event basis, together with an estimate of time necessary to complete each phase of the Project.

1.7 ALTERNATES

- A. Refer to Section 01 11 00.
- B. Alternate bid amounts include labor, materials, services, and equipment necessary for completion of Alternate Work, including costs of related coordination, modification, or adjustment required to fully integrate Alternate Work into Project.
- C. Alternate bid amount is net adjustment to Contract Sum to incorporate Alternate into Work. No other adjustments will be made to Contract Sum.
- D. For completion of the work specified, the Bidder bids:

ALTERNATE LUMP SUM AND UNIT PRICE WORK ITEMS

Item	Description	Bid Qty	Unit	Unit Cost	Total
1.	Sheet metal coping replacement	-	-	\$ (185,000.00)	\$ 225,000.00
2.	Limestone coping replacement	-	-	\$ (45,000.00)	\$ 365,000.00
3.	Traffic-bearing membrane at Level 3	-	-	\$3.38	\$ 67,000.00
4.	Architectural coating (non-elastomeric) at upper levels	-	-	-	\$ 305,000.00
5.	Lighting fixture modifications	-	-	-	\$ 50,000.00

CONTRACT GRAND TOTAL WITH A3, A4, A5 ACCEPTED = \$5,294,650.00

BID
CLARIFICATION
AND REVISION
PER MAY 20,
2024 EMAIL
AUTHORED BY
SCOTT HAMILL
OF RAM

ACCEPTED ALTERNATES AT
TIME OF CONTRACT

1.8 SUBCONTRACTORS

A. Indicate portion(s) of work to be completed by a subcontractor and name of subcontractor:

Portion of Work	Subcontractor (if used)
Post-tensioning	
Traffic-bearing membrane	
Sealant or expansion seals	
Masonry	
Roofing	Bloom Roofing
Curtainwall	Modern Mirror
Mechanical	MSS Mechanical
Electrical	Conti
Plumbing	MSS Mechanical
Painting	Seaway Painting
Pavement Markings	Zebra Striping

1.9 BIDDER'S RESUME

- A. List a minimum of three projects of similar type and scope performed in the last five years (this form may be copied for providing information on additional projects for each subcontractor):

B. Project 1
Client: Henry Ford Health System, Brian Utterback
Building: Henry Ford Foote Hospital Parking Structure
Address: 100 E. Michigan Ave., Jackson, MI 49201
Phone: 517-205-7175, 517-206-5080 cell
Year when work was performed: 2023
Cost of work performed by contractor: \$1,728,542.00
Description of scope performed by contractor: Parking construction, supported level and plaza level structural repairs.

C. Project 2
Client: Transwestern, Nick Amato
Building: Southfield Town Center
Address: Transwestern, 2000 Town Center Road, Southfield, MI 48075
Phone: 248-514-5161
Year when work was performed: 2023
Cost of work performed by contractor: \$2,400,000.00
Description of scope performed by contractor: Concrete repairs, expansion joints, joint sealants and structural repairs.

D. Project 3
Client: Thomas Duke & Assoc., Trevor Duke
Building: Liberty Center Parking Structure Restoration
Address: 100 W. Big Beaver Road, Troy, MI 48084
Phone: 248-476-5382
Year when work was performed: 2023
Cost of work performed by contractor: \$698,845.00
Description of scope performed by contractor: Concrete repairs, structural repairs.

1.10 BIDDER'S ENDORSEMENT

I hereby certify that all statements herein are made on behalf of _____

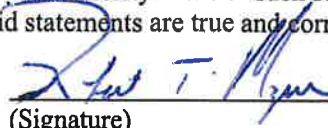
RAM Construction Services of Michigan, Inc.

13800 Eckles Road, Livonia, MI 48150

(Name and Address of Corporation, Partnership, or Person submitting bid)

of the City of Livonia State of Michigan

that I have examined and carefully prepared this Bid from the plans and specifications and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.


(Signature)

Robert T. Mazur

(Title)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION 00 41 44

AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND RAM Construction Services of Michigan, Inc For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

This AGREEMENT, made this 10th day of May, 2024, by and between, the **CITY OF BIRMINGHAM** having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and RAM Construction Services of Michigan, Inc., having its principal office at 13800 Eckles Road, Livonia, MI 48150 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, Michigan, is desirous of hiring a qualified professional contractor to furnish labor, equipment, material and supervision necessary to complete repairs as detailed in the City owned parking structure known generally as: Chester St.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform **2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT** as detailed in the specifications for Chester St., and in connection therewith has prepared a request for sealed Invitation to Bid proposals ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform **2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT**.

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

1. **MUTUALLY AGREED:** It is mutually agreed by and between the parties that the documents consisting of the Invitation to Bid to perform **2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT** and the Contractor's cost proposal dated May 10, 2024 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.) If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.

2. **TERM:** This Agreement shall have a term of 15 months from the date stated above, and is renewable upon expiration for two (2) month terms. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all services, goods and information prepared by the Vendor through such date.

3. **FEES.** The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$5,938,510.00 as set forth in the Contractor's May 10, 2024 cost proposal.

4. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed,

the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

5. **GOOD MORAL CHARACTER:** The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

6. **INSURANCE SUBMISSION REQUIREMENTS:** The has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor's acceptance of the terms of this Agreement.

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

8. **INDEPENDENT CONTRACTOR:** The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

9. **COMPLIANCE WITH LAWS:** The Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the Contractor is subject, Contractor hereby agrees to be bound by

all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

10. **NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

12. **STANDARD INSURANCE REQUIREMENTS:**

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

A. Workers' Compensation Insurance:

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

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on

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

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of \$1,000,000, per occurrence preferred, but claims made accepted.

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

F. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

H. Proof of Insurance Coverage: The Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

I. **Maintaining Insurance:** Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. **WRITTEN NOTICES:** All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City: City of Birmingham
151 Martin Street
Birmingham, MI 48009
Attn: Parking Systems Manager, Aaron Ford

Contractor: RAM Construction Services of Michigan, Inc.
13800 Eckles Road
Livonia, MI 48150
Attn: Scott Hamill

14. **COVID:** The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor's 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 Contractor's 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 Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

15. **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.

16. **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.

17. **COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of the Contractor's agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions, or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

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

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

20. **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.

21. **RESPONSE TO REQUESTS FOR PROPOSALS:** The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated May 10, 2024, to the City's Request for Proposals dated May 10, 2024. In the event of a conflict in any of the terms of this Agreement and the Contractor's May 10, 2024 (date of response) response, the terms of this Agreement shall prevail.

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

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date and year above written.

CONTRACTOR

By: _____

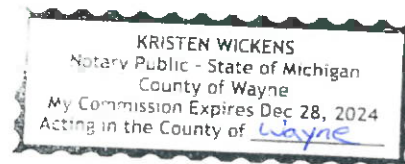
Robert T. Mazur

CONTRACTOR Its: President

STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

On this 10th day of May, 2024, Robert T. Mazur, before me personally appeared who acknowledged that with authority on behalf of RAM Construction Services of Michigan, Inc. to do so he signed this Agreement.

 Notary Public
Kristen Wickens Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: December 28, 2024



CITY OF BIRMINGHAM

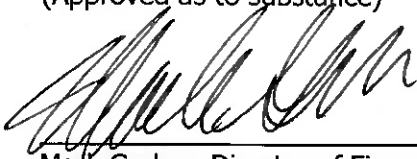
By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

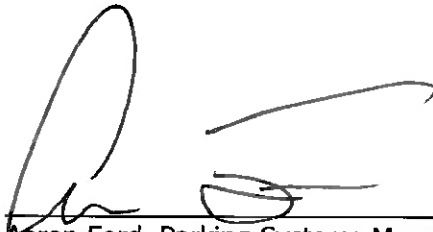
Approved:



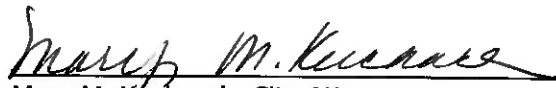
Jana L. Ecker, City Manager
(Approved as to substance)



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



Aaron Ford, Parking Systems Manager
(Approved as to substance)



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

ATTACHMENT B - BIDDER'S AGREEMENT
For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

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

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

Robert T. Mazur	May 10, 2024
PREPARED BY (Print Name)	DATE
President	May 10, 2024
TITLE	DATE
	shamill@ramservices.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
RAM Construction Services of Michigan, Inc.	
COMPANY	
13800 Eckles Road, Livonia, MI 48150	313-268-7484
ADDRESS	PHONE
RAM Construction Services of Michigan, Inc.	734-464-3800
NAME OF PARENT COMPANY	PHONE
13800 Eckles Road, Livonia, MI 48150	
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

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

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the ITB (p. 6)

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$ 950,000.00
Labor	\$ 1,744,510.00
Miscellaneous (Attach Detailed Description) & Subs	\$ 2,175,000.00
GRAND BASE BID AMOUNT	\$ 4,869,510.00
ADDITIONAL BID ITEMS	
Alternatives	\$ 1,000,012.00
	\$
ALTERNATIVES TOTAL AMOUNT	\$ 1,000,012.00

UNIT COST BID ITEMS	
Please see WJE Bid Proposal Form	\$ per

Contractor Name RAM Construction Services of Michigan, Inc.

Authorized signature  Date May 10, 2024
 Robert T. Mazur

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For 2024 CHESTER ST. PARKING STRUCTURE REPAIR PROJECT

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.

Robert T. Mazur	May 10, 2024
PREPARED BY (Print Name)	DATE
President	May 10, 2024
TITLE	DATE
	shamill@ramservices.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS

RAM Construction Services of Michigan, Inc.

COMPANY

13800 Eckles Road, Livonia, MI 48150	313-268-7484
ADDRESS	PHONE
RAM Construction Services of Michigan, Inc.	734-464-3800
NAME OF PARENT COMPANY	PHONE

13800 Eckles Road, Livonia, MI 48150

ADDRESS

38-1164400

TAXPAYER I.D.#

SECTION 00 41 44
BID FORM

PART 1 GENERAL

PROJECT: Chester Street Parking Structure
2024 Repairs
180 Chester Street
Birmingham, Michigan 48009

BID DUE: Refer to City of Birmingham bidding instructions.

SUBMITTED TO: Aaron Ford
City of Birmingham
Email: aford@bhamgov.org

COPY TO: Wiss, Janney, Elstner Associates, Inc.
Attn: Sarah Rush, PE and Matthew Lewis, PE
Email: srush@wje.com and mlewis@wje.com
Phone: 248-593-0900

SUBMITTED BY: RAM Construction Services of Michigan, Inc.

Bidder name

13800 Eckles Road, Livonia, MI 48150

Bidder address

May 10, 2024

Date

1.1 BIDDER CERTIFIES THE FOLLOWING:

- A. Bidder has carefully read and understands Bidding Documents.
- B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions, materials, and attachments to remain, on existing facility.
- C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents. Bidding Documents include Project Drawings and Project Manual dated March 21, 2024, prepared by WJE and addenda.
- D. Bidder shall notify Architect/Engineer of discrepancies, omissions, conflicts, or unclear meaning within Bidding Documents; Architect/Engineer will interpret Bidding Documents and, if necessary, issue written addendum. Contracted Work will be based on Architect/Engineer's interpretation of Bidding Documents.
- E. Bidder may not withdraw Bid within 60 calendar days after Bid Due date.

F. Bidder agrees that Owner has right to waive informalities and irregularities in Bid received and to accept Bid which, in Owner's judgment, is in Owner's own best interests.

G. Bidder acknowledges receipt of following addenda by checking the corresponding box(es) below.

No. <u>1</u>	Dated <u>4/29/24</u>	☒
No. <u>2</u>	Dated <u>5/7/24</u>	☒

1.2 LUMP SUM WORK ITEMS

A. Refer to Section 01 11 00.

1.3 ALLOWANCES

A. Refer to section 01 21 00.

B. To address changes in the work not indicated by the Contract Documents and Specifications, and upon written instruction of the Owner, the following prices shall prevail in accordance with the General Conditions.

C. Labor costs: All trades at their prevailing hourly rate plus ten percent (10 %) for profit and overhead.

D. Material costs: At cost plus ten percent (10 %) for profit and overhead.

1.4 UNIT PRICES

A. Refer to Section 01 22 00. See Bid Proposal Form for estimated quantities.

B. Unit Prices as defined in Section 01 22 00 shall be used to determine adjustments to the Contract Amount when changes are made in the quantity of work, regardless of the magnitude of the change. If, however, in the opinion of the Architect/Engineer, a significant increase or decrease in quantity for any unit price work item is justifiable cause for a change in the original unit price, then the Owner reserves its right to re-negotiate the unit price with the contractor.

C. Bidder must state a Unit Price and Total Amount of Bid for each item. In filling out the Bid Form, the Total Amount of Bid in Dollars for each item must be the product of the estimated quantity and the Unit Price. The "GRAND TOTAL" must be the sum of the total amounts bid for the respective individual items.

D. Should the final quantities for each item vary from the estimated quantity, the difference between the final and estimated quantity shall be multiplied by the Unit Price. If the quantity difference is positive, the dollar amount is considered as an additional cost. If the quantity difference is negative, the dollar amount is considered a credit.

E. Prior to beginning any work on a Unit Price basis, the Contractor shall notify the Architect/Engineer sufficiently in advance to permit measurements to be verified. Only quantities which have been verified and approved by the Architect/Engineer shall be used to determine adjustments to the Contract Amount. Performance of any work not required by the Contract Documents, not verified by the Architect/Engineer, or authorized by signed Change Order shall not be considered for payment under the terms of Unit Prices. The Contractor shall be solely responsible for all unauthorized work.

BID PROPOSAL FORM

NOTE: Bidder shall state Unit Price Bid and Total Bid amount for each unit price item. Total Bid amount for each item shall be product of Estimated Quantity by Unit Price. Unit Price Bid and Total Bid amounts shall be written numerically in spaces provided.

GRAND TOTAL shall be sum of Total Bid amounts for various items.

All words and numbers shall be written in non-erasable medium.

1.5 BASE BID

- A. For all labor, materials, services and equipment necessary for completion of the work specified, the Bidder bids:

LUMP SUM WORK ITEMS		
Item	Description	Total
1.	General conditions	\$ 520,000.00
2.	Performance bond, labor, and material payment bond	\$ 33,000.00
3.	Brick masonry coping repair	\$ 410,000.00
4.	Ledge repair at west foundation wall	\$ 6,000.00
5.	Vertical crack repair at Stairs A and B	\$ 51,000.00
6.	Facade and wall cleaning	\$ 27,000.00
7.	Cove seal replacement	\$ 80,000.00
8.	Joint sealant replacement at slab-on-ground	\$ 40,000.00
9.	Roofing replacement at stair towers	\$ 70,000.00
10.	Curtainwall and glazing repairs	\$ 46,000.00
11.	Architectural coating (non-elastomeric) at lower levels	\$ 125,000.00
12.	Steel coating of utilities	\$ 63,000.00
13.	Pavement markings	\$ 15,000.00
14.	Lighting fixture replacement	\$ 735,000.00
15.	Electrical work	\$ 373,000.00
16.	Mechanical work	\$ 144,000.00
17.	Plumbing work	\$ 204,000.00
18.	All other work items defined on Drawings (see Summary of Work)	\$ 22,000.00

LUMP SUM WORK ITEMS		
Item	Description	Total
Base Bid Lump Sum Work Items – Subtotal:		\$2,964,000.00

ALLOWANCE WORK ITEMS		
Item	Description	Total
19.	Contingency allowance	\$ 250,000
20.	Localized steel coating	\$ 50,000
21.	New mechanical room and concrete pads for mechanical equipment	\$ 50,000
22.	Lighting modifications	\$ 50,000
Allowance Work Items – Subtotal:		\$ 400,000

UNIT PRICE WORK ITEMS					
Item	Description	Est. Qty	Unit	Unit Price	Total
CONCRETE REPAIR ITEMS					
23.	Partial-depth top surface concrete repair	500	sq ft	\$ 39.00	\$ 19,500.00
24.	Full-depth concrete slab repair	2,500	sq ft	\$ 55.00	\$ 137,500.00
25.	Partial-depth overhead concrete repair	250	sq ft	\$ 85.00	\$ 21,250.00
26.	Partial-depth concrete beam repair	1,500	sq ft	\$ 55.00	\$ 82,500.00
27.	Vertical concrete column or wall repair	1,000	sq ft	\$ 65.00	\$ 65,000.00
28.	Bumper wall curb and curb repair	250	lin ft	\$ 40.00	\$ 10,000.00
29.	Supplemental epoxy-coated reinforcing steel	1,000	lb	\$ 4.00	\$ 4,000.00
30.	Supplemental dowels	500	each	\$ 50.00	\$ 25,000.00
31.	Full-depth slab-on-ground repair	50	sq ft	\$ 40.00	\$ 2,000.00
POST-TENSIONING REPAIR ITEMS					
32.	Slab exploratory opening	125	each	\$ 225.00	\$ 28,125.00
33.	Grout pocket exploratory opening	250	each	\$ 170.00	\$ 42,500.00
34.	Tendon sheathing repair	1,000	lin ft	\$ 36.00	\$ 36,000.00
35.	New 7-wire strand	2,500	lin ft	\$ 35.00	\$ 87,500.00

UNIT PRICE WORK ITEMS					
Item	Description	Est. Qty	Unit	Unit Price	Total
36.	Strand coupler	100	each	\$ <u>475.00</u>	\$ <u>47,500.00</u>
37.	Central stressing coupler, including restressing	50	each	\$ <u>625.00</u>	\$ <u>31,250.00</u>
38.	New fixed end anchorage	15	each	\$ <u>650.00</u>	\$ <u>9,750.00</u>
39.	Reseat tendon in existing end anchor	5	each	\$ <u>450.00</u>	\$ <u>2,250.00</u>
40.	Reseat tendon in existing stressing end anchor, including restressing	10	each	\$ <u>600.00</u>	\$ <u>6,000.00</u>
WATERPROOFING AND DURABILITY WORK ITEMS					
41.	Rout and seal cracks in slab	1,500	lin ft	\$ <u>5.50</u>	\$ <u>8,250.00</u>
42.	Horizontal joint sealant replacement	2,500	lin ft	\$ <u>6.25</u>	\$ <u>15,625.00</u>
43.	Traffic-bearing membrane installation	80,000	sq ft	\$ <u>3.20</u>	\$ <u>256,000.00</u>
44.	Leveling course installation	20,000	sq ft	\$ <u>1.50</u>	\$ <u>30,000.00</u>
45.	Silane sealer installation	140,000	sq ft	\$ <u>.31</u>	\$ <u>43,400.00</u>
46.	Winged expansion joint sealant replacement	350	lin ft	\$ <u>98.00</u>	\$ <u>34,300.00</u>
47.	Premolded expansion joint seal replacement	250	lin ft	\$ <u>79.00</u>	\$ <u>19,750.00</u>
48.	Silicone-coated precompressed seal replacement	40	lin ft	\$ <u>135.00</u>	\$ <u>5,400.00</u>
49.	New floor drain	5	each	\$ <u>1,400.00</u>	\$ <u>7,000.00</u>
50.	Elastomeric coating on vertical surfaces	500	sq ft	\$ <u>7.50</u>	\$ <u>3,750.00</u>
STAIR AND ELEVATOR LANDING REPAIR ITEMS					
51.	Concrete topping replacement at stair treads/landings	1,500	sq ft	\$ <u>45.00</u>	\$ <u>67,500.00</u>
52.	Concrete topping replacement at elevator landings	250	sq ft	\$ <u>50.00</u>	\$ <u>12,500.00</u>
53.	Metal stair tread and riser replacement	60	each	\$ <u>400.00</u>	\$ <u>24,000.00</u>
54.	Metal pan and support framing replacement at stair landings	5	each	\$ <u>950.00</u>	\$ <u>4,750.00</u>
55.	Metal decking replacement at elevator landings	100	sq ft	\$ <u>21.00</u>	\$ <u>2,100.00</u>
56.	Structural steel ledger angle replacement at elevator landings	200	lin ft	\$ <u>70.00</u>	\$ <u>14,000.00</u>

UNIT PRICE WORK ITEMS					
Item	Description	Est. Qty	Unit	Unit Price	Total
57.	Clean and paint steel framing or decking	2,500	sq ft	\$ <u>5.50</u>	\$ <u>13,750.00</u>
58.	Perimeter sealant at Stairs A and B	6	level	\$ <u>950.00</u>	\$ <u>5,700.00</u>
59.	Perimeter sealant at Stair C	3	level	\$ <u>950.00</u>	\$ <u>2,850.00</u>
60.	Railing post base repair	8	each	\$ <u>1,100.00</u>	\$ <u>8,800.00</u>
61.	Glazing replacement	1	each	\$ <u>460.00</u>	\$ <u>460.00</u>
MASONRY AND FLASHING REPAIR ITEMS					
62.	Rebuild brick veneer	2,500	sq ft	\$ <u>50.00</u>	\$ <u>125,000.00</u>
63.	Repoint brick veneer	2,000	lin ft	\$ <u>7.50</u>	\$ <u>15,000.00</u>
64.	Repoint brick veneer	2,000	sq ft	\$ <u>38.00</u>	\$ <u>76,000.00</u>
65.	Vertical brick crack repair	500	lin ft	\$ <u>82.00</u>	\$ <u>41,000.00</u>
66.	Helical anchor installation	250	each	\$ <u>44.00</u>	\$ <u>11,000.00</u>
Base Bid Unit Price Work Items - Subtotal					\$ <u>1,505,510.00</u>

SUMMARY PORTION OF BASE BID

Subtotal Lump Sum Work Items: \$ 2,964,000.00

Subtotal Allowance Work Items: \$ 400,000.00

Subtotal Unit Price Work Items: \$ 1,505,510.00

BASE BID GRAND TOTAL (Sum of Subtotals): \$ 4,869,510.00

BASE BID GRAND TOTAL (in words): _____

Four Million Eight Hundred Sixty-nine Thousand Five Hundred Ten _____ Dollars

1.6 CONSTRUCTION SCHEDULE

- A. It is anticipated that this project will be authorized in Spring 2024 via a written Notice to Proceed.
- B. The Contractor agrees to reach substantial completion before Fall 2025 or as otherwise indicated in the City of Birmingham bidding instructions.
- C. Time of completion of the proposed Contract is of importance to the Owner and will be considered in the award of the Contract.
- D. The Contractor agrees to commence work under the Contract on or before 6/3/24 calendar date or a date to be specified in a written "Notice to Proceed."
- E. The Contractor proposes to complete all defined Base Bid work within 454 calendar days from the date specified in the Notice to Proceed.
- F. The selected Contractor shall submit a detailed construction/work sequence schedule describing the work to be performed in each phase on an event by event basis, together with an estimate of time necessary to complete each phase of the Project.

1.7 ALTERNATES

- A. Refer to Section 01 11 00.
- B. Alternate bid amounts include labor, materials, services, and equipment necessary for completion of Alternate Work, including costs of related coordination, modification, or adjustment required to fully integrate Alternate Work into Project.
- C. Alternate bid amount is net adjustment to Contract Sum to incorporate Alternate into Work. No other adjustments will be made to Contract Sum.
- D. For completion of the work specified, the Bidder bids:

ALTERNATE LUMP SUM AND UNIT PRICE WORK ITEMS

Item	Description	Bid Qty	Unit	Unit Cost	Total
1.	Sheet metal coping replacement	-	-	-	\$ <u>225,000.00</u>
2.	Limestone coping replacement	-	-	-	\$ <u>365,000.00</u>
3.	Traffic-bearing membrane at Level 3	-	-	\$3.38	\$ <u>67,000.00</u>
4.	Architectural coating (non-elastomeric) at upper levels	-	-	-	\$ <u>305,000.00</u>
5.	Lighting fixture modifications	-	-	-	\$ <u>50,000.00</u>

1.8 SUBCONTRACTORS

A. Indicate portion(s) of work to be completed by a subcontractor and name of subcontractor:

Portion of Work	Subcontractor (if used)
Post-tensioning	
Traffic-bearing membrane	
Sealant or expansion seals	
Masonry	
Roofing	Bloom Roofing
Curtainwall	Modern Mirror
Mechanical	MSS Mechanical
Electrical	Conti
Plumbing	MSS Mechanical
Painting	Seaway Painting
Pavement Markings	Zebra Striping

1.9 BIDDER'S RESUME

- A. List a minimum of three projects of similar type and scope performed in the last five years (this form may be copied for providing information on additional projects for each subcontractor):

B. Project 1
Client: Henry Ford Health System, Brian Utterback
Building: Henry Ford Foote Hospital Parking Structure
Address: 100 E. Michigan Ave., Jackson, MI 49201
Phone: 517-205-7175, 517-206-5080 cell
Year when work was performed: 2023
Cost of work performed by contractor: \$1,728,542.00
Description of scope performed by contractor: Parking construction, supported level and plaza level structural repairs.

C. Project 2
Client: Transwestern, Nick Amato
Building: Southfield Town Center
Address: Transwestern, 2000 Town Center Road, Southfield, MI 48075
Phone: 248-514-5161
Year when work was performed: 2023
Cost of work performed by contractor: \$2,400,000.00
Description of scope performed by contractor: Concrete repairs, expansion joints, joint sealants and structural repairs.

D. Project 3
Client: Thomas Duke & Assoc., Trevor Duke
Building: Liberty Center Parking Structure Restoration
Address: 100 W. Big Beaver Road, Troy, MI 48084
Phone: 248-476-5382
Year when work was performed: 2023
Cost of work performed by contractor: \$698,845.00
Description of scope performed by contractor: Concrete repairs, structural repairs.

1.10 BIDDER'S ENDORSEMENT

I hereby certify that all statements herein are made on behalf of _____

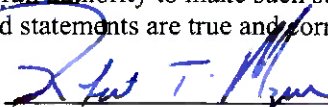
RAM Construction Services of Michigan, Inc.

13800 Eckles Road, Livonia, MI 48150

(Name and Address of Corporation, Partnership, or Person submitting bid)

of the City of Livonia State of Michigan

that I have examined and carefully prepared this Bid from the plans and specifications and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.



(Signature)

Robert T. Mazur

(Title)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION 00 41 44



MEMORANDUM

Parking System

DATE: June 3, 2024

TO: Jana L. Ecker, City Manager

FROM: Aaron Ford, Parking Systems Manager

SUBJECT: 2024 Chester St. Garage Repair – Construction Period Services

INTRODUCTION:

Structural assessment reports were completed at all five of the City's parking structures by Wiss, Janney, Elstner Associates, Inc. (WJE). As part of those assessments, WJE was asked to prepare a 5-year plan to address all the repairs needed. "Immediate Repair Recommendations" were approved by the City Commission and completed by the end of 2022. WJE received approval to design repairs and develop construction documents for each of the City's five parking structures as part of a long-term (3-5 years) repair plan with construction starting at the North Old Woodward Garage with repairs to the Chester St. Garage coming second. RAM Construction was awarded the repair contract and the City is looking to have WJE provide Construction Period Services for the duration of the repairs at The Chester St. Garage.

BACKGROUND:

In 2020 and 2021, WJE performed condition assessments at four of the five subject parking structures for the purpose of developing short, mid, and long-term repair and maintenance strategies, as well as solutions to rehabilitate and extend the useful life of the structures. Following the completion of the condition assessments, the City chose to perform limited repairs at the North Old Woodward, Chester, Park, and Peabody parking structures. WJE designed repairs, developed construction documents, and provided construction period services for the repair projects during fall 2021. The projects at the Chester, Park, Peabody, and NOW parking structures have been completed. WJE also has previous experience, prior to the 2020-2021 assessment program, with the North Old Woodward and Pierce Street parking structures.

At a meeting with WJE on February 3, 2022, staff requested that WJE submit a proposal to design repairs and prepare construction drawings for the anticipated comprehensive repair projects at each parking structure, with the repair work to be performed over the subsequent years. The anticipated repair projects were to include all remaining repair recommendations outlined in WJE's original condition assessment reports, which generally consist of structural repairs, waterproofing

and facade repairs. City staff also requested that WJE include aesthetic and serviceability improvements within the parking structures and stairwells, including painting, and lighting.

The scope of services in the proposed agreement provides the City with a consultant that has extensive knowledge of the structures and recommended repairs. WJE will lead preconstruction and progress meetings, observe work in progress to ensure it is completed within the specifications required in the BID documents, measure work quantities to verify payments to contractors, review and make recommendations requiring further inspection once concrete is removed and review contractor submittals and quantities. WJE estimates 96 site visits during construction.

LEGAL REVIEW:

The City Attorney reviewed and approved the agreement with WJE and the Construction Period Services Proposal.

FISCAL IMPACT:

WJE's proposal for construction period services for the 2024 Chester St. Garage Repair project are \$465,000. During the budgeting process for the 2023-2024 fiscal year, the repair design and construction documents were still being developed. Repair recommendations were unknown at the time and therefore only a placeholder of \$67,000 was budgeted for construction period services; and an additional \$110,000 was budgeted for construction period services in the 2024-2025 budget, bringing the total budget for construction period services to \$177,000. The proposed cost is \$288,000 over budget and will require a budget amendment.

The current unrestricted net position of the APS fund is approximately \$25,782,900

PUBLIC COMMUNICATIONS:

None.

SUMMARY:

RAM Construction will begin repairs to the Chester St. Garage in June 2024. Work is expected to be completed by the end of summer 2025.

Staff recommends this construction period services agreement with WJE to provide the City with a consultant to oversee the work done by RAM Construction and to provide on-site inspections and ensure conformance with repair specifications. Additionally, WJE will measure work quantities to verify contractor payments.

ATTACHMENTS:

1. Proposal from WJE – Construction Period Services
2. Agreement between the City and WJE.

SUGGESTED COMMISSION ACTION:

Make a motion to adopt a resolution awarding the contract to Wiss, Janney, Elstner Associates, Inc. for construction period services in an amount of \$465,000; further, to charge this expense to account number 514.1-594.008-977.000; to authorize the Mayor and City Clerk to sign the contract on behalf of the city; and further to appropriate and amend the 2024-2025 Automobile Parking System Fund budget as follows:

Revenues

514.1-000.000-400.0000

Draw from Net Position

\$288,000

Expenses

514.1-594.008-977.0000

Buildings

\$288,000



Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Suite 3580
Bingham Farms, Michigan 48025
248.593.0900 tel
www.wje.com

April 16, 2024

Aaron Ford
Parking Systems Manager
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Birmingham Parking Structures

Construction Period Services for Chester Street 2024-2025 Repairs
WJE No. 2024.1252

Dear Mr. Ford:

As requested, Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to present this proposal to provide construction period services during the upcoming repairs for the 2024-2025 construction season at the Chester Street parking structure located at 180 Chester Street in Birmingham, Michigan. This letter summarizes our proposed scope of construction period services and provides our terms to perform the work.

BACKGROUND AND PROJECT DESCRIPTION

On behalf of the City of Birmingham, WJE performed a condition assessment of the Chester Street parking structure in 2020, as documented in our April 30, 2021, report. Based on the recommendations presented in our report, the City of Birmingham elected to proceed with a limited scope of repair items to address immediate and selected "near term" conditions. Repair documents were prepared by WJE and the work was performed by Pullman SST during the 2021 and 2022 construction seasons. Construction period services were provided by WJE during this work.

WJE prepared an additional set of construction documents to perform work items remaining from those recommended in our 2021 condition assessment report, including structural concrete, post-tensioning, masonry, and waterproofing repairs, as well as work associated with painting, roofing replacement, glazing repairs, stairwell repairs, and MEP repairs and improvements as elected by the City. Peter Basso Associates, Inc. (PBA) was retained as WJE's subconsultant for the MEP-related scope. The construction documents dated March 21, 2024 were issued to the City for bid solicitation. Please refer to our proposal dated September 30, 2022 for more information.

PROJECT SCHEDULE AND BUDGET

The following includes relevant project design and construction related deadlines, which we've considered as part of this scope development:

- Bid documents posted to MITN for bid solicitation – Friday, April 5, 2024
- Pre-bid meeting – Thursday, April 18, 2024

- Bid submissions due – Friday, May 10, 2024
- Contracts finalized between City and Awarded Contractor – Monday, June 3, 2024

Based on the anticipated work scope and our understanding of the City's bidding and contract award procedures, we anticipate construction will commence by June 2025 and be completed by August 2025 (estimated 15 month total construction duration). Of these 15 calendar months, we anticipate active construction activities that will necessitate WJE site presence will occur over 12 months to account for mobilization, construction administration, winter weather conditions, and project closeout activities.

SCOPE OF SERVICES

Based on our understanding of the project objectives and our experience with the City of Birmingham parking structures, we propose the following scope of services for the 2024-2025 Chester Street repairs to help assure it is performed in general accordance with the intent of the contract documents. This scope includes services performed by the MEP subconsultant.

Contract Administration

WJE will perform construction administration services, including:

- Lead a pre-construction meeting at the site with the City and the awarded contractor prior to the start of construction to review the work scope, logistics, and schedule. Issue addendum(s) to address contractor questions during the bid process.
- Attend bi-weekly progress meetings with the City and the awarded contractor throughout the duration of the project. These meetings will be attended by one WJE staff, either onsite or virtually.
- Review and approve contractor submittals, including samples and shop drawings.
- Review and approve contractor field mock-ups.
- Track completed quantities for unit price items.
- Review and certify contractor payment applications.
- Answer formally submitted Requests for Information (RFIs).
- Review, negotiate, and approve contractor change order requests and itemized contractor proposals, as part of the disbursement of the allowance work items or other project changes.
- Review and approve contractor project closeout submittals, including warranties, maintenance manuals, and as-built project record documents.
- Attend a punchlist walkthrough with the project team upon Substantial Completion and revisit the site to verify completion of the punchlist items.

We anticipate that all construction administration documents will be managed through Procore.

Construction Observations and Site Reports

WJE will observe the work in progress on a periodic basis to assess conformance with the contract documents, to address contractor questions, and to measure work quantities for verification of contractor

payment applications. We will visit the site to observe critical portions of the work, and to review concealed conditions where exposed at exploratory openings specifically identified in the contract documents.

The level of effort required during the construction period will depend on the duration and phasing of the construction, the relative intensity of the work, the capabilities of the contractor, and any unforeseen problems encountered during the work. For the purposes of this proposal, we anticipate performing an average of **2 site visits per week** throughout the estimated **12 month active construction duration, for a total of 96 visits.**

Site visit reports (SVRs) will be provided on a periodic basis to summarize site observations and changes in the project scope or schedule. These site reports will also serve as a running punchlist of the work if conditions are noted that do not meet the project specifications, which will be tracked by WJE through the duration of the project.

As the project progresses, we will keep the City updated regarding unforeseen efforts so that an agreed upon resolution can be implemented should additional visits or services be desired.

TERMS AND CONDITIONS

WJE will perform the Scope of Services above on a fixed fee basis as outlined in Table 1, inclusive of expenses and MEP subcontractor involvement. In the absence of other mutually agreed upon terms, all work will be performed in accordance with our previous *Agreement for Repair Design and Construction Document Development* dated November 14, 2022; however, we anticipate that a new agreement will be required for this work. WJE will not perform additional services that exceed the budget without written authorization from the City of Birmingham.

Table 1 Fee Breakdown

Task	Associated Fee
Construction Administration	\$195,000
Construction Observation	\$270,000
TOTAL	\$465,000

Please note that during WJE's execution of the work, WJE may shift budgetary funds from one task to another depending on actual effort and timing of the work, however, we will not exceed WJE's overall contract value without prior approval from City. WJE can submit a proposal for additional services at your request once the final scope is determined and the bidding contractor is awarded.

For the purposes of this proposal, the following weekly fee will be accrued for each additional week that construction activities extend beyond the assumed construction duration of 15 calendar months (60 weeks). A fee per extra site visit beyond the allowance is also provided. This is based on maintaining consistent periodic observations of work progress and quality. A fee deduction of this amount is not applicable if the actual construction duration is shorter than assumed.

Task	Associated Fee
Additional week of construction duration beyond 60 weeks	\$4,800
Additional single site visit and SVR	\$1,800

WJE PERSONNEL

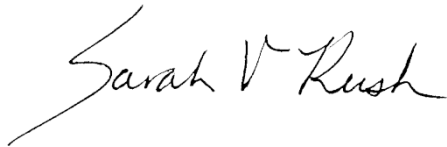
The project will be managed by Ms. Sarah Rush, PE, Project Manager and Senior Associate with WJE's Metro Detroit office. During the project, the majority of the work is anticipated to be performed by Ms. Rush and Associate-level Detroit staff, though other WJE personnel will be utilized based on their specific expertise, qualifications, and availability.

CLOSING

Thank you for the opportunity to submit this proposal. We look forward to continuing our successful relationship and playing our part to help improve the infrastructure of the City of Birmingham. If the provided information is acceptable, please return a signed copy of this document where indicated below or send a purchase order to srush@wje.com to serve as WJE's authorization to proceed. Should you have any questions or would like to discuss modifications to the project scope to better meet the City's needs, please call 248-594-0153.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Sarah V. Rush, PE
Senior Associate and Project Manager

Agreed and approved

Birmingham Parking Structures

Construction Period Services for 2024-2025 Repairs at Chester Street

Name: _____ (please print)

Signature: _____

Title: _____

As Agent or Principal for: _____

Date: _____

AGREEMENT OF CONSTRUCTION PERIOD SERVICES

THIS AGREEMENT is entered into this 28 day of MAY, 2024, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **WJE ENGINEERS AND ARCHITECTS**, A Michigan P.C., whose address is 30700 Telegraph Road, Suite 3580, Bingham Farms, MI 48025, (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires hiring a qualified professional firm to furnish construction period services and supervision necessary to complete inspections as detailed in the City owned parking structure known as: Chester St; and

WHEREAS, the Contractor has professional qualifications and unique historical knowledge that meet the project requirements and has provided a response and cost proposal to perform the requested repair design and construction document development as descriptive in the scope of work.

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 City's Request for Construction Period Services for 2024 Chester St. Parking Structure Repairs and the Contractors cost proposal dated April 16, 2024, 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: This Agreement shall have a term of one (1.5) years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all design and construction documents prepared by the Contractor through such date.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City. The total contract amount is \$465,000 and includes the scope of work as indicated in the Terms and Conditions on page 2 and 3 of the Construction Period Services for 2024 Chester St. Parking Structure Repairs which is attachment A.

4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the

term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors acceptance of the terms of this Agreement.

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

7. INDEPENDENT CONTRACTOR: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its professional efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, to the extent caused by the negligent acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers 4 Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

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

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers**

thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

F. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
5. If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Aaron Ford
(248) 530-1257

Contractor: Matthew E. Lewis, PE
Senior Associate and Project Manager
WJE Engineers and Architects
(Wiss, Janney, Elstner Associates)
30700 Telegraph Road - Suite 3580
Bingham Farms, MI 48025
Phone: 248-593-0900

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor 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 Contractor's 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 Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. 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.

15. 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.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

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

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

19. 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.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written proposal dated September 30, 2022. In the event of a conflict in any of the terms of this Agreement and the proposal dated September 30, 2022, the terms of this Agreement shall prevail.

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

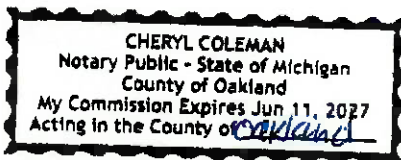
IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

WJE ENGINEERS AND ARCHITECTS

By: Sarah M. Rush
Its: SENIOR ASSOCIATE, PROJECT MANAGER

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 28 day of MAY, 2024, before me personally appeared SARAH RUSH, who acknowledged that with authority on behalf of WJE ENGINEERS AND ARCHITECTS to do so he/she signed this Agreement.



Cheryl Coleman
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 6/11/2027

CITY OF BIRMINGHAM:

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

Aaron Ford
Aaron Ford, Parking Manager
(Approved as to substance)

Mark A. Gerber
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)



Alex Bingham <abingham@bhamgov.org>

Shirley/ Arlington

1 message

'bconnolly1@aol.com' via City Commission <city-commission@bhamgov.org>

Thu, May 23, 2024 at 11:31 AM

Reply-To: "bconnolly1@aol.com" <bconnolly1@aol.com>

To: City Commission <city-commission@bhamgov.org>

Dear Commissioners -

Thank you for the opportunity to speak on this matter at the last commission meeting. I have been following and communicating on this issue for a number of months and, while I would have wished for a different outcome, I have found the process to be courteous and respectful with the tone being set by Mayor McLain. Based on a comment by the City Manager at the meeting I did find information on the city website that already addressed some, but not all, of the issues raised by Mr Mirro. Not finding this earlier is my own responsibility but I wonder if this type of information might not be made more easily accessible for people like myself who are not familiar with the workings of city government.

I have been a Birmingham resident for 50 years but I knew little about how the city operates until I became involved in this matter. I have now a better awareness of what the city Commission does and how arduous and time consuming your role is. You have a very full agenda and I understand some impatience about having to repeatedly return to our issue but it has been a matter of great importance to us with seemingly valid new options emerging.

I admire and appreciate your service to our community,

Thank you,

Brian Connolly MD.

843 Arlington.

Sent from AOL Mobile Mail

--

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 on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/1449762231.1890290.1716478268618%40mail.yahoo.com>.



Alex Bingham <abingham@bhamgov.org>

Shirley/Arlington Road Improvement Project1 message

Kathleen Devereaux <kcodevereaux@yahoo.com>

Tue, May 28, 2024 at 3:33 PM

To: "emclain@bhamgov.com" <emclain@bhamgov.com>, "kschafer@bhamgov.org" <kschafer@bhamgov.org>, "cballer@bhamgov.org" <cballer@bhamgov.org>, "ahaig@bhamgov.org" <ahaig@bhamgov.org>, "bhost@bhamgov.org" <bhost@bhamgov.org>, "along@bhamgov.org" <along@bhamgov.org>, "tlonge@bhamgov.org" <tlonge@bhamgov.org>
Cc: "abingham@bhamgov.org" <abingham@bhamgov.org>

Dear Mayor McLain, Mayor Pro Tem Schafer, and members of the City Commission:

I have watched all the previous meetings at which Jim Mirro and other residents addressed the Shirley/Arlington (et al) street improvement project, including the April 8, 2024 meeting where the original motion made by Commissioner Anthony Long was discussed and this Commission considered what would have to happen to change that motion.

Here's my take on it.

There is no reason why this motion could not be partially set aside, in order to change the nature of the improvement ordered—in order to leave the road surface the same as what preexisted before the reconstruction, an unimproved road.

The original motion, which passed on February 5, 2024, was intended to address three issues, which Commissioner Andrew Haig had previously recommended be considered separately. Commissioner A. Long prefaced his motion with the statement that he was considering these separately. These issues and their resolutions were: Sidewalks and street narrowing, (no) Sewers and Drains, (yes) and improvement of the road surface,(Yes).

The third prong is the only one that affected residents continue to voice opposition to.

If over 50 percent of the residents of the streets in question are opposed to improving the road surface in a way that will cause them to be assessed large amounts, then there is no reason why the motion could not be set aside on *that issue only*. It goes to the question of necessity.

I urge the Commission, to revisit this aspect of the motion, and I urge you to do it before proceeding with a hearing of necessity on improvements a majority don't agree are necessary.

This is only the second case under the new rules allowing City-initiated street improvement projects. A precedent was set with the first, Westwood, where the Commission voted to let them keep the cape-seal surface. There is no good rationale to treat Shirley and Arlington any differently.

10A

Respectfully submitted,

Kathleen Devereaux

1019 Rivenoak

Birmingham MI 48009



Alex Bingham <abingham@bhamgov.org>

Shirley and Arlington rd repairs

3 messages

s h <sbh_999@yahoo.com>

Sun, Mar 3, 2024 at 6:53 PM

To: "emclain@bhamgov.org" <emclain@bhamgov.org>, "kschafer@bhamgov.org" <kschafer@bhamgov.org>, "along@bhamgov.org" <along@bhamgov.org>, "tlong@bhamgov.org" <tlong@bhamgov.org>, "ahaig@bhamgov.org" <ahaig@bhamgov.org>, "bhost@bhamgov.org" <bhost@bhamgov.org>
Cc: "jecker@bhamgov.org" <jecker@bhamgov.org>, "abingham@bhamgov.org" <abingham@bhamgov.org>

Dear Commissioners,

Thank you for you time and effort spent on this subject. This letter is in support of consideration to be given to Horizontal Directional Drilling (HDD) method to replace water and sewer lines. Our understanding is that this method will reduce considerably the cost of assessment to the homeowners, in addition to environmental benefits.

Thank you for your consideration

Best Regards,

Greta and Safi Hamid
708 Shirley

s h <sbh_999@yahoo.com>

Sun, Mar 17, 2024 at 9:52 PM

To: "emclain@bhamgov.org" <emclain@bhamgov.org>, "kschafer@bhamgov.org" <kschafer@bhamgov.org>, "along@bhamgov.org" <along@bhamgov.org>, "tlong@bhamgov.org" <tlong@bhamgov.org>, "ahaig@bhamgov.org" <ahaig@bhamgov.org>, "bhost@bhamgov.org" <bhost@bhamgov.org>
Cc: "jecker@bhamgov.org" <jecker@bhamgov.org>, "abingham@bhamgov.org" <abingham@bhamgov.org>

Dear Commissioners,

As a resident of Shirley Rd., we would like you to consider the Horizontal Directional Drilling (HDD) method to replace water mains/sewers on Arlington/Shirley. This is strictly to reduce the cost to us in addition to environmental benefits. I understand this method is approved by OCRC and MDOT for our street.

Respectfully,

[Quoted text hidden]

s h <sbh_999@yahoo.com>

Mon, May 20, 2024 at 5:15 PM

To: "emclain@bhamgov.org" <emclain@bhamgov.org>, "kschafer@bhamgov.org" <kschafer@bhamgov.org>, "along@bhamgov.org" <along@bhamgov.org>, "tlong@bhamgov.org" <tlong@bhamgov.org>, "ahaig@bhamgov.org" <ahaig@bhamgov.org>, "bhost@bhamgov.org" <bhost@bhamgov.org>
Cc: "jecker@bhamgov.org" <jecker@bhamgov.org>, "abingham@bhamgov.org" <abingham@bhamgov.org>

Dear Commissioners,

We are in support of the new proposal submitted on 5/19/24 which takes into consideration some of points raised by the commission.

This proposal is mainly to reduce the cost to us and the city, in addition to shorter duration and tree conservation. We appreciate your consideration of the latest proposal.

Best Regards,

Greta and Safi Hamid
708 Shirley

5/20/24, 7:14 PM

City of Birmingham MI Mail - Shirley and Arlington rd repairs

[Quoted text hidden]



Alex Bingham <abingham@bhamgov.org>

New Arlington/Shirley Information & Proposal

1 message

James Mirro <jmirro@intromarketing.com>

Sun, May 19, 2024 at 4:53 PM

To: emclain@bhamgov.org, kshafer@bhamgov.org, along@bhamgov.org, tlonge@bhamgov.org, ahaig@bhamgov.org, bhost@bhamgov.org

Cc: jecker@bhamgov.org, abingham@bhamgov.org, mkucharek@bhlaw.us.com, cballer@bhamgov.org

Dear Commissioners:

New Information: Prior to the May 6 meeting, you received 6 expert opinion letters from a local road construction company, the county and state road commissions, MSU and 2 Birmingham realtors—all recommending against full excavation of Arlington/Shirley Streets. We have now received letters from 5 tree arborists and the owner of an international construction materials company—with the same recommendation (see 1st attachment list).

Tree Arborist Letters: The certified tree arborist letters are from the following companies: Father & Son Tree Service, Franklin's Tree Care, Davey Tree Company, SavATree/Mike's Tree Surgeons, and Alpine Tree Service. To avoid risk to the 208 mature trees within 17 feet of the curb, they all recommend using HDD or narrow trenching rather than excavation. They also state that excavation would require property owners to pay for the considerable cost of root feeding all 208 trees to offset construction shock and under-street root disturbance, as well as extensive fencing to protect branches and trunks from construction equipment damage. None of this, however, would guarantee tree survival. The 2nd through 6th attachments are the signed letters from these 5 certified arborists. One of these 5 companies, Davey Tree, is the City's contracted tree arborist and created Birmingham's Tree Manual & Standards of Practice.

Edward Levy Letter: The 7th attachment is a letter from the owner/Chairman of the Board of the Edward C. Levy Company which operates in 7 countries and is one of the largest construction materials companies in the world. Ed Levy also recommends against excavation since it would force us to lose our current street foundation of slag chips which is more expensive and more durable than the 21AA crushed limestone road mix that would replace it based on the City's civil drawings of the Arlington-Shirley Street Project recently provided to bid contractors (8th attachment).

Durability Goal: At the May 6 meeting, Commissioner Anthony Long stated that he no longer believes in the durability of the cape seal treatment approved for the Westwood Unimproved Street Project and would only approve 4 inches of asphalt for future street upgrades. At this meeting, the other Commissioners did not disagree with his assessment.

New Proposal: Based on the additional expert opinion letters received and Commissioner Long's assessment, Arlington/Shirley property owners offer the following compromise. We will pay for 4 inches of asphalt (rather than cape seal) in the SAD if allowed to keep our present foundation. We will also pay for the present top 4 inches of pavement to be milled to make room for the new 4 inches of asphalt. This plan assumes that our water mains and sewers are replaced with HDD or narrow trenching and this cost is paid from the Water & Sewer Fund. If approved by the Commission on May 20, this plan will cost less than excavation for both the property owners (85%) and the City (15%), keep a more durable foundation, not risk our 208 trees, reduce non-access time to homes during construction and result in upgraded streets that are in all appearance and function the same or better than all other streets in Birmingham.

Timing/Wording: If this plan can be adopted at the May 20 meeting, it will streamline and reduce costs for both the construction bid process and the SAD process. It also eliminates objections at the Public Meeting of Necessity, appeals to the Michigan Tax Tribunal and potential litigation. Because of this, we ask that a Commissioner make a motion to do this on May 20 and all Commissioners vote "Yes." Because this motion will be made well after the original 2-5-24 vote on

Arlington/Shirley Streets, it requires only a majority vote to succeed, not a 2/3 super majority vote according to Robert's Rules of Order. The motion is as follows: "During the street upgrade SAD project, Arlington and Shirley are permitted to keep their present foundation, followed by a 4.0" milling of the present asphalt, followed by 2.0" MDOT 4EML HMA Pavement Leveling Course, followed by 2.0" MDOT 5EML HMA Pavement Wearing Course. The water mains/sewers will be replaced with either HDD or narrow trenching/patching and this cost will be charged to the Water & Sewer Fund."

Jim Mirro, Resident Agent, Save Our Streets & Trees, A MI Nonprofit Foundation, 737 Arlington, 248-420-5113

8 attachments

-  **Arlington-Shirley Expert Opinion Letters List..pdf**
230K
-  **Father & Son Tree Service Letter, 4-29-24..pdf**
506K
-  **Franklin's Tree Care Letter, 5-10-24..pdf**
539K
-  **Davey Tree Company Letter, 5-13-24..pdf**
457K
-  **SavATree-Mike's Tree Surgeons Letter, 5-14-24..pdf**
407K
-  **Alpine Tree Service Letter, 5-15-24..pdf**
472K
-  **Edward Levy Letter, 5-17-24..pdf**
431K
-  **Civil Drawings of Arlington-Shirley Street Project..pdf**
1484K

ARLINGTON/SHIRLEY EXPERT OPINION LETTERS

<u>DATE</u>	<u>ORGANIZATION</u>	<u>BUSINESS</u>
2-26-24	Cranbrook Pavement	Road Construction
3-8-24	Oakland County Road Commission	Government
3-15-24	MI Department of Transportation	Government
4-18-24	MSU School of Construction	Education
4-28-24	Max Broock Realtor	Real Estate
4-29-24	Keller Williams Realtor	Real Estate
4-29-24	Father & Son Tree Service	Arborist
5-10-24	Franklin's Tree Care	Arborist
5-13-24	Davey Tree Service	Arborist
5-14-24	SaveATree/Mike's Tree Surgeons	Arborist
5-15-24	Alpine Tree Service	Arborist
5-17-24	Edward Levy	Road Mtls Co. Owner
5-18-24		

Father & Son
TREE SERVICE

April 29, 2024

Mr. Jim Mirro
737 Arlington Street
Birmingham, MI 48009

Serving SE Michigan
Residential Commercial Industrial

Family Owned and Operated
728 South Lapeer Rd
Oxford, MI 48371
Phone 248/628-3035 Fax 248/628-0210

Dear Jim,

Thank you for asking me to provide some comments regarding Arlington and Shirley Streets. As you, know, our company has been serving you and your neighbors on these two streets for the past 40 years. And it is helpful to hear about the alternative ways that are being considered for replacing your water mains and sewer pipes which I understand are about 100 years old.

I also appreciate you showing me the opinion letters from Cranbrook Pavement, the Oakland County Road Commission, MDOT and the MSU School of Construction. Based on these opinions and my own on-site observations, I would agree with their recommendation that your streets should not be fully excavated and reconstructed to replace your infrastructure if alternative methods are available to save your trees.

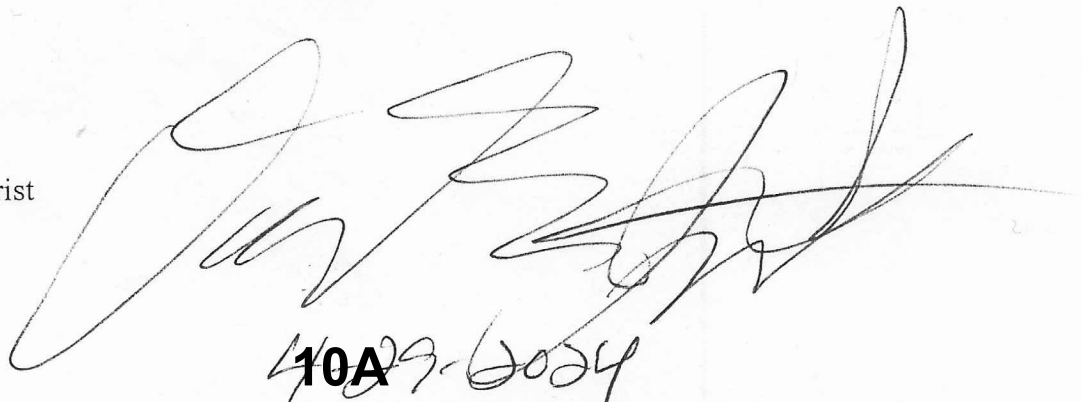
As a certified arborist and co-owner of Father & Son Tree Service, I believe that HDD or narrow trenching would be the safest alternatives to avoid under-street root disturbance to the many, mature trees that line your streets, both in the right of way space and also on private property. It is a reasonable expectation that the roots of approximately 100 to 200 trees could be damaged and could lead to their demise if full excavation is used.

I am pleased to see from the other letters that HDD is not only the safest alternative for your trees, but could be the least expensive alternative to achieve your neighborhood infrastructure goals. Narrow trenching and repair could be the second least expensive.

I can also comment that our heavy-duty trucks and tree-pruning equipment have never experienced a problem on your streets. Based on my experience, this suggests that your streets have a sufficiently-durable foundation to simply be paved over after HDD or trenching/patch repair and top paving is completed. Please call me if you have any other tree-related questions. Thank you.

Best Regards,

Dave Jenkins
Certified Tree Arborist



4029-6034



May 10, 2024

Mr. James A. Mirro
737 Arlington Street
Birmingham, MI 48009

Dear Mr. Mirro,

Thank you for calling me yesterday to visit Arlington and Shirley Streets today since I was working nearby. And I am glad that you enjoyed learning that our company's name, Franklin's Tree Care, is derived from owner Cameron Bogard's middle name, Franklin. There is a reason for everything.

I also appreciated reading the letters you received from MDOT, The Oakland County Road Commission, Cranbrook Pavement and The MSU School of Construction. It is hear-warming to see that they all recommend narrow trenching or HDD instead of complete excavation for your streets when replacing water mains and sewers to avoid loss of trees from root cutting. In our business, we are always pleased to see construction-related organizations be concerned for our trees as well as building roads.

As a certified tree arborist, it makes complete sense to me to use the least invasive method to work under streets where many roots exist. Because tree roots are attracted to water, we must assume that the some roots of trees in the right-of-way space and just outside the right-of-way space live under the street where the pipes are located.

If you and your neighbors have identified 208 trees near the street, then avoiding excavation will probably save most of them and this is something you want to do to maintain the appearance of the street. Arlington and Shirley have some of the oldest and tallest trees in the City of Birmingham that make the neighborhood so special. You definitely do not want to risk losing this valuable benefit.

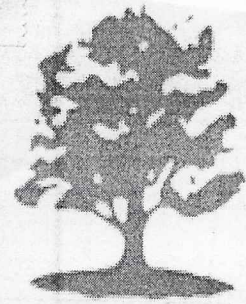
Please call me for any other tree advice in the future and best wishes on saving your trees.

Best,

Douglas Creamer
Certified Tree Arborist



DAVEY



May 13, 2024

Mr. James Mirro
737 Arlington
Birmingham, MI 48009

Dear Mr. Mirro,

Thank you for making an appointment with Alicia last week for me to visit Arlington and Shirley Streets today. And I appreciate you telling me about your streets being part of the Coryell Tree Nursery founded in 1915.

I also appreciate reading the letters you received from Cranbrook Pavement, MDOT and the Oakland County Road Commission, as well as the letter from Michigan State University. It looks like all of them agree that street excavation would be an unwise method to replace your water mains and sewers because of the danger to under-street tree roots of the 208 trees located within 17 feet of the curbs.

Based on my professional experience, I agree with the letters you have already received and also recommend a less invasive approach such as HDD or narrow trenching. These two methods would minimize the number of feeder roots cut and, as a result, also minimize the number of trees that might die from excavation root cutting.

While the loss of any number of mature trees is a shame, to lose them in a neighborhood that was once a tree nursery would be especially sad. I am hopeful that this does not happen and that Davey can service your trees for years to come.

Sincerely Yours,

Mark Witucki
Certified Tree Arborist

Mark D. Witucki

Sales Representative

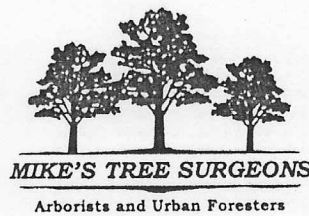
ISA Certified Arborist® MI-0609A
ISA Tree Risk Assessment Qualified
Associate of Science in Horticulture, Oakland Community College

O: 248.371.9007
F: 248.371.9076

mark.witucki@davey.com

THE DAVEY TREE EXPERT COMPANY





Two leading companies joining forces
to serve Metro Detroit communities.

May 14, 2024

Mr. Jim Mirro
737 Arlington
Birmingham, MI 48009

Dear Mr. Mirro,

Thank you for allowing me to visit Arlington and Shirley Streets to advise your neighborhood on the best practices for insuring the long-term health of your trees. I also appreciate seeing the recommendations from Cranbrook Pavement, the Oakland County Road Commission, MDOT, and Michigan State University, all of whom do not recommend excavation of your streets to avoid under-street root disturbance.

As a certified tree arborist, I would also suggest a less-invasive approach like narrow trenching or Horizontal Directional Drilling to avoid root disturbance that could seriously impact the long-term health of all your trees. I understand that you and your neighbors have made a count of 208 trees on your two streets within 17 feet of the curb. Based on this count, excavation could have a tremendous impact on quite a few trees and the overall appearance of your neighborhood if they were to die from street excavation.

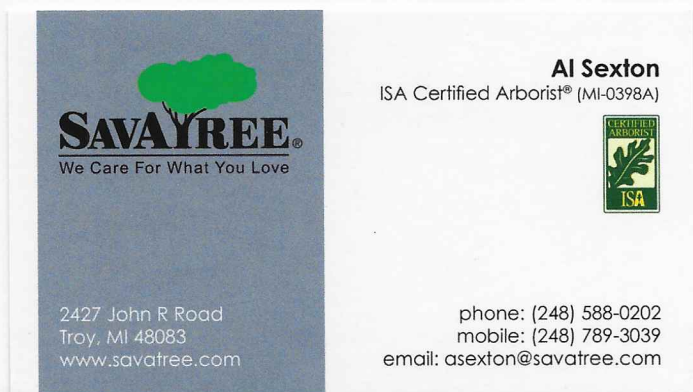
Assuming that you are successful in using a less-invasive process and your trees continue to thrive, SavATree is here for you and your neighbors to serve all your tree needs as done in the past. Thank you.

Sincerely,

Al Sexton
Certified Tree Arborist

MI-0398-A

SavATree LLC





May 15, 2024

Mr. James Mirro
737 Arlington Street
Birmingham, MI 48009

Dear Mr. Mirro,

Thank you for calling me last week to set up today's appointment. As the owner of Alpine Tree Service, I am always happy to meet with Arlington and Shirley property owners about the lovely trees in your neighborhood and how Alpine Tree Service can maintain them in the best possible way.

Also thank you for sharing with me the letters you received from the Oakland County Road Commission and MDOT about seeking a minimally invasive method of replacing your water and sewer pipes. It looks like MSU and Cranbrook Pavement agree with them, as well as the two realtors who each provided their opinion on how not losing trees to root disturbance will help maintain your property values.

While we can never be sure what a street excavation will do to nearby tree roots, it is always better to be safe rather than sorry. If your aging pipes under the street are dripping water, then it does make sense that feeder roots have been attracted to them. And, under this scenario, yes, a full excavation will do more damage to these roots than either HDD or narrow trenching/patching.

It is also my understanding that your street foundation is made of slag chips rather than gravel and you prefer to keep this superior base. In this event, then HDD makes the most sense since even narrow trenching would remove some of the slag. With the camera/sensors used in HDD, contractors have the ability to steer the bit around any root encountered which is the best way to avoid root disturbance. And, as you can see from our logo, we think that maintaining good roots is very important.

Please keep me posted on what happens. I hope that you and your neighbors can save as many of your magnificent trees as possible. Assuming that this occurs, I look forward to providing our tree services to you and your neighbors for a long time to come.

Yours truly,

Anthony Crismon
Owner
ISA Certified Arborist
TCIA Member



Edward C. Levy, Jr.
970 Shirley Road
Birmingham, MI 48009

May 17, 2024

Mr. Jim Mirro
737 Arlington Street
Birmingham, MI 48009

Dear Jim,

I want to extend my gratitude for taking the time to visit two weeks ago and for keeping me informed about the plans regarding Arlington St. and Shirley Rd. Linda and I are grateful for the opportunity to sign the petition advocating against full excavation of our streets during the replacement of the water main and sewers.

While preserving over 200 trees from root disturbance due to excavation is crucial, there's another significant reason to reconsider complete excavation. The existing base material of Arlington and Shirley is already well-compacted, and the current road contains valuable blast furnace slag chips from previous chip seal applications. Slag is a co-product of iron production, and it makes a strong, stable base for new asphalt pavement. Leaving the road undisturbed could provide cost savings and increased quality.

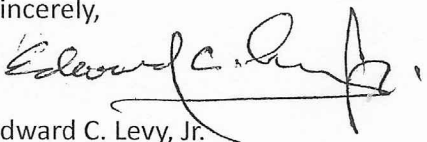
If feasible, Horizontal Directional Drilling (HDD) for water/sewer pipe replacement may be a more prudent approach. The associated costs could be charged to the Water & Sewer Fund. Following this, the current road surface can be milled and replaced with new asphalt. This method ensures a more durable street compared to full excavation, at a reasonable cost and with minimal risk to nearby tree roots. This cost could serve as the foundation for the Special Assessment District and would be perceived by property owners as providing excellent value for their investment.

If HDD is deemed unfeasible or too costly due to the current location of the existing water main and sewer lines, trenching for utility replacement should be considered to preserve and minimize disturbance to the existing road base. The excavated material could then be reused onsite.

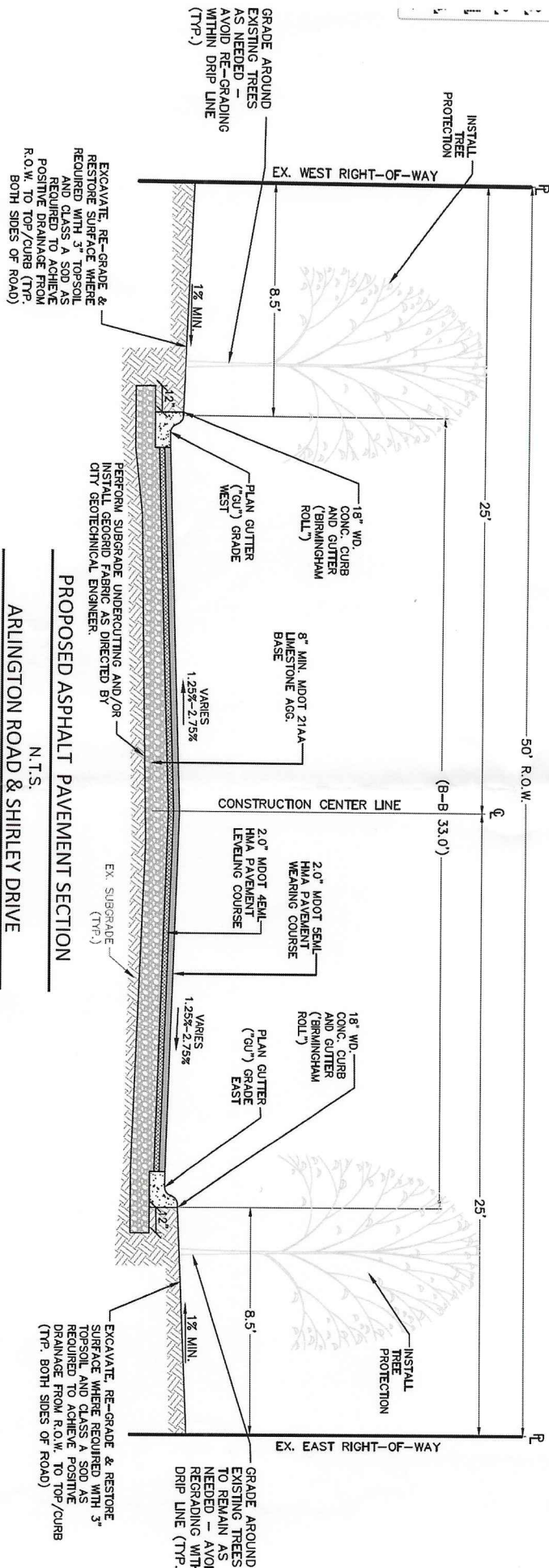
By adopting HDD or trenching, our streets will maintain the appearance of other excavated streets while performing better and costing less. This approach presents a win-win scenario for both the City and property owners.

Thank you for considering these suggestions. I am hopeful that together, we can arrive at a solution that benefits everyone involved.

Sincerely,



Edward C. Levy, Jr.



- APPLIES TO:
- ARLINGTON ROAD
 - STA. P.O.B. TO 16+78 & 22+52 TO 30+95
 - ROAD WIDTH TRANSITIONS OCCUR BETWEEN: 16+78 TO 22+52 AND 30+95 TO P.O.E.
 - SHIRLEY DRIVE (SOUTH):
 - STA. 1+49 TO P.O.E.
 - ROAD WIDTH TRANSITIONS OCCUR BETWEEN STA. P.O.B. TO 1+49.
 - SHIRLEY DRIVE (NORTH):
 - STA. P.O.B. TO 10+00
 - ROAD WIDTH TRANSITIONS OCCUR BETWEEN STA 10+00 TO P.O.E.



Alex Bingham <abingham@bhamgov.org>

I support the compromise proposal for Arlington-Shirley Rds

1 message

Gary Saltzgiver <gsaltzgiver@yahoo.com>

Mon, May 20, 2024 at 4:30 PM

To: "emclain@bhamgov.org" <emclain@bhamgov.org>, "kschafer@bhamgov.org" <kschafer@bhamgov.org>, "along@bhamgov.org" <along@bhamgov.org>, "tlonge@bhamgov.org" <tlonge@bhamgov.org>, "ahaig@bhamgov.org" <ahaig@bhamgov.org>, "bhost@bhamgov.org" <bhost@bhamgov.org>
Cc: "jecker@bhamgov.org" <jecker@bhamgov.org>, "abingham@bhamgov.org" <abingham@bhamgov.org>, "mkucharek@bhlaw.us.com" <mkucharek@bhlaw.us.com>, "cballer@bhamgov.org" <cballer@bhamgov.org>

I support the following proposal: "During the street upgrade SAD project, Arlington and Shirley are permitted to keep their present foundation, followed by a 4.0" milling of the present asphalt, followed by 2.0" MDOT 4EML HMA Pavement Leveling Course, followed by 2.0" MDOT 5EML HMA Pavement Wearing Course. The water mains/sewers will be replaced with either HDD or narrow trenching/patching and this cost will be charged to the Water & Sewer Fund."

I would add to this that (1) the new mains and sewers should / will be fully protected as needed by appropriate base and asphalt, and (2) the curbs are mostly in good condition and should only be "replaced as needed."

Full excavation of the roads with new base will be averted, thus endangering fewer trees, creating less disruption, and lowering the cost of the anticipated assessments while creating solid roads and reducing / eliminating the legal vulnerability to the City of "a substantial or unreasonable disproportionality between the amount assessed and the value which accrues to the land as a result of the improvements" due to the current anticipated \$50,000 special assessment and insignificant increase in fair market values, resulting in minimal special benefit to each parcel.

Gary Saltzgiver
188 Shirley



Alex Bingham <abingham@bhamgov.org>

Proposal

1 message

JOHN SMITH <johnjrspop@aol.com>

Mon, May 20, 2024 at 10:20 AM

To: Elaine McClain <emclain@bhamgov.org>, Katie Schafer <kschafer@bhamgov.org>, Anthony Long <along@bhamgov.org>, Therese Longe <tlonge@bhamgov.org>, Andrew Haig <ahaig@bhamgov.org>, Brad Host <bhost@bhamgov.org>
Cc: Ecker <jecker@bhamgov.org>, Alexandria Bingham <abingham@bhamgov.org>, Kucharek <mkucharek@bhlaw.us.com>, cballer@bhamgov.org

Ladies and Gentlemen,

Please vote yes on our compromise proposal offered for the Arlington/Shirley project. It would save funding for both residents and the city, help to preserve 208 large trees, save the current slag chip foundation (known to be more durable than a replacement foundation), and would provide 4 inches of asphalt in the finish topping.

All the best,
John and Joan Smith

Sent from my iPhone



NOTICE OF INTENTION TO APPOINT TO THE GREENWOOD CEMETERY ADVISORY BOARD

At the regular meeting of Monday, July 8, 2024 the Birmingham City Commission intends to appoint three regular members to the Greenwood Cemetery Advisory Board to serve three-year terms to expire July 6, 2027.

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

Interested citizens may submit a form available at the City Clerk's Office on or before noon on Wednesday, July 3, 2024. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

Committee Duties

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

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

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.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Must be a resident of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals.	07/03/2024	07/08/2024



**NOTICE OF INTENTION TO APPOINT
ALTERNATE HEARING OFFICER**

At the regular meeting of Monday, June 24, 2024, the Birmingham City Commission intends to appoint an alternate hearing officer to serve a three-year term to expire June 30, 2027. The alternate Hearing Officer shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to the fee collection ordinances (section 1-17).

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

The hearing officer or alternate shall schedule periodic meetings for hearings as needed.

Interested citizens may submit an application available at the City Clerk's office on or before noon on Wednesday, June 19, 2024. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointment.

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.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be residents of the city who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the hearing officer.	6/19/2024	6/24/2024



NOTICE OF INTENTION TO APPOINT TO THE MUSEUM BOARD

At the regular meeting of Monday, July 8, 2024, the Birmingham City Commission intends to appoint two regular members to the Museum Board to serve a three-year terms to expire July 5, 2027.

Interested parties may submit an application available at the City Clerk's office on or before noon on Wednesday, July 3, 2024. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Board Duties

The Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The Board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the City Commission with respect to properties that, in the opinion of the Board, have historic significance. Further, the Board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Shall be qualified electors of the City.	7/3/2024	7/8/2024

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: May 21, 2024

TO: Jana L. Ecker, City Manager

FROM: Aaron Ford, Parking Systems Manager

SUBJECT: Parking Kiosk Help Button

In January 2023 the City replaced all of the Skidata pay-in-lane units with new TIBA Parking Solutions units. The new TIBA units were a significant improvement from the previous units.

The Skidata units required guests to insert their credit cards to enter and exit all five (5) City owned parking garages. The units did not dispense tickets and did not have an interactive system to help direct patrons on how to use the equipment. The equipment had multiple types of add on stickers to inform the guests on how to interact with the equipment. Guests having to insert a credit card on entry and exit was frustrating to guests visiting the City.

When guests had issues interacting with the equipment they would press the “help” button which would go to a third party call center located in one of SP+’s three (3) national call centers. There were issues with the call centers as their processes were lengthy, resulting in longer call times and there were occasionally language barriers with many of the call center representatives.

In January 2023 the City replaced all the Skidata equipment with new TIBA Parking Solutions equipment. Included in the change was the ability for the patrons to pull a ticket on entry which helped reduce the potential for lines on entry. The TIBA devices are also much more user friendly and have a voice prompts to helps direct patrons on how to interact with the equipment.

In February 2024 the City entered into an agreement with a new call center, Parker Technology. Parker Technology specializes in parking call centers and is located in Indianapolis, Indiana. In May 2024, all “help” calls from the TIBA units started being answered in the local Chester St. garage parking office Monday through Friday, 8 a.m. – 5 p.m. Off hours (after 5 p.m. and weekends) calls are directed to Parker Technology. The transition from the previous SP+ call center to Parker Technology, and using the local staff in the Chester office has improved the customer service experience significantly.

The TIBA equipment also has a "help" button located on the touchscreen portion of the unit. The button is easy to see and press. Since the implementation of the TIBA units, the amount of calls from patrons needing help has decreased significantly. Staff rarely receives complaints about the equipment and have found most feedback has been very positive.

Below are photos of where the "help" button is location on the TIBA units. Placing additional messaging on the unit to bring attention to the "help" button would not be recommended as we rarely receive complaints about the "help" button and adding stickers would cause the new kiosks to look cluttered and unprofessional.





Bill would crack down on loud cars with modified exhaust systems

By [David Eggert](#)

[Reprints](#)

[Share](#)



Credit: [Autoweek](#)

The problem of loud vehicles is especially acute along the Woodward Avenue corridor in Oakland County.

May 21, 2024 03:49 PM 17 HOURS AGO

LANSING — Drivers who alter their vehicles to be very loud could see a crackdown from law enforcement if legislation up for debate gets a green light from Michigan legislators.

[House Bill 5696](#), which was considered by a House committee Tuesday, is designed to bring relief to communities dealing with ear-splitting, disruptive noise from cars whose exhaust systems are modified with aftermarket parts. It is worsening problem all over but especially along the Woodward Avenue corridor in metro Detroit, according to police chiefs and city leaders who testified that an existing prohibition on exhaust cutouts, bypasses and amplifiers is contradictory and difficult to enforce.

INFORMATION ONLY

The measure would increase the \$100 fine to \$500, impose a \$1,000 fine for additional violations and make third and subsequent violations a misdemeanor instead of a civil infraction. Police could impound vehicles operated by motorists who violate the prohibition on excessive or unusual noise three or more times.

If drivers bring their cars into compliance, the fines would be waived for first-time offenders and cut in half to \$500 for second-time offenders. A distinction would be made between deliberate violators and motorists whose mufflers fall into disrepair, with fines waived for those who make a fix before their court date.

The bill sponsor, Rep. Natalie Price, D-Berkley, said Woodward Avenue is increasingly being used as a "racetrack" by people who illegally alter their exhausts to make excessive noise that sometimes sounds like gunshots.

"This issue has been longstanding and it's only getting worse," she told the Democratic-led House Transportation, Mobility and Infrastructure Committee. "It was once a seasonal problem. It's now becoming what feels like a nearly year-round issue. This noise is negatively impacting the quality of life of my constituents and their most basic and fundamental right to quiet enjoyment and ability to sleep consistently in their home."

The goal, she said, is "not to be punitive so much as it is to incentivize personal responsibility, (for) people to get their vehicles into compliance and reduce excessive noise as a result."

Royal Oak Police Chief Michael Moore and Birmingham Police Chief Scott Grewe pointed to what they called conflicting provisions in current law that make enforcement tough. A proposed change would remove a reference to decibel level limits, so driving with modified exhausts would be illegal on its face.

"At Woodward, it's an eight-lane roadway — four lanes north, four lanes south. ... For an officer to be out there with a decibel meter and to mark off 50 feet away and say, 'I think it was that black car racing southbound away from me,' it's nearly impossible to tie that to those decibel levels," Moore said.

Rep. Tom Kunse, R-Clare, criticized the bill as written.

"There's no (decibel) numbers here. What's excessive noise to you sounds like a cool motorcycle to me. I can't support a bill that's arbitrary. I understand the difficulty of measuring decibels. But we've got to have it," he said.

Price said decibel level standards would remain in place for automakers, which use meters on testing tracks.

"What we are saying is that the specific decibel levels, which can only be measured in those controlled environments, don't need to apply when we're talking about vehicles

INFORMATION ONLY

modified to make intentionally loud noises out in our public areas where measuring with the meter is just not practical. That's the separation we're trying to achieve," she said.

Grewe said the existing fine system is inadequate.

"What we're finding is that because it's a \$100 fine — it's basically a defective equipment-type ticket, it's not a moving violation — that people that we're issuing these citations to are paying the fine. They're not fixing their cars. They're right back on the road causing a nuisance," he said.

The committee did not vote on the legislation Tuesday.

[Bill would crack down on loud cars in Michigan | Crain's Detroit Business \(crainsdetroit.com\)](https://www.craindetroit.com/story/news/politics/2019/05/21/bill-would-crack-down-on-loud-cars-in-michigan/1141117001/)



Alex Bingham <abingham@bhamgov.org>

Arlington/Shirley Letters of Appraisal

1 message

James Mirro <jmirro@intromarketing.com>

Mon, Jun 3, 2024 at 3:18 PM

To: emclain@bhamgov.org, kschafer@bhamgov.com, along@bhamgov.org, tlonge@bhamgov.org, ahaig@bhamgov.org, bhost@bhamgov.org

Cc: jecker@bhamgov.org, mkucharek@bhlaw.us.com, abingham@bhamgov.org, cballer@bhamgov.org

Dear Commissioners,

Background: Thank you for allowing me to speak at the last Commission Meeting on May 20 and for your vote on February 5 to exempt Arlington and Shirley Streets from sidewalks, street narrowing and a concrete surface. We still have one final request, however, and that is to exempt us from full street excavation in order to save 208 trees, save our street foundations and save us from a \$50,000 assessment by using narrow trenching or HDD to replace our water mains/sewers. We thought that we were getting close to an acceptable compromise at the last meeting, but this did not materialize. And we are now 3 weeks away from the Public Meeting of Necessity on June 24 which will not go well if we cannot reach a compromise today.

New Information: During the past weekend, we received letters from 2 realtors (first 2 attachments) that state the planned Special Assessment District amount of approximately \$50,000 per 100' frontage will far exceed the zero to \$2,000 appraisal value increase for Arlington/Shirley property owners as a result of the City's planned street actions. As a result, most property owners will be filing a protest and a Special Assessment Appeal with the Michigan Tax Tribunal and probably litigation will also occur unless there is a change in the current plan. This is because state law requires that there exist a "direct and proportional increase in property value as a result of the SAD." This was described in the 3-31-24 SAD paper I emailed to all Commissioners on 4-5-24 (3rd attachment) and nothing has changed since then except we now have letters from 2 realtors confirming the low appraisals conjectured in that paper.

Proposal: Despite this last-minute situation we have gotten ourselves into, not all is lost. We propose that the Commission choose either narrow trenching as approved for Westwood or HDD as being used on Redding Street to avoid excavation, plus any type of asphalt top coat preferred by the City, which will bring the SAD cost per 100' frontage more in line with the average realtors' appraised value increase. For this to happen, we need Commissioners McLain, Long, Longe or Schafer to make a motion at today's meeting and the rest of the Commissioners to vote "yes." If this does not happen today, we have both failed to act in the best interest of all tax payers in the City of Birmingham and certainly Arlington/Shirley property owners.

City-Wide Interest: The letter the Commissioners received on May 28 from Kathleen Devereaux, who does not even live on Arlington and Shirley Streets (4th attachment), shows just how much the Arlington/Shirley issue is being keenly followed by many citizens of the City to see how sincere the Commissioners are in listening to compromise plans from property owners. If there are any new ideas from the 4 Commissioners mentioned above to resolve our present dilemma, we need to hear about them and act upon them today. Thank you.

Jim Mirro, Resident Agent

Save Our Streets & Trees

A MI Nonprofit Foundation

248-420-5113

4 attachments



Lauren Buttazzoni Appraisal Letter, 6-1-24..pdf
393K



Midge Moran Appraisal Letter, 6-2-24..pdf
413K



Arlington-Shirley Special Assessment District, 3-31-24..pdf
596K



Kathleen Devereaux Commissioner Letter, 5-28-24..pdf
764K

LAUREN M. BUTTAZZONI
REAL ESTATE ATTORNEY & BROKER

June 1, 2024

Mr. Jim Mirro
737 Arlington Street
Birmingham, MI 48009

Dear Jim

I have been a licensed attorney for 32 years and a licensed realtor and broker for 25 years. Based on this experience, I can give you my opinion of how the City's planned work on your streets will impact the value of the homes there.

Regarding work to the street surfaces, while there can be value differences between homes on paved versus gravel or dirt roads, there is negligible difference in the value of homes on an older paved road versus a newer paved road. Arlington and Shirley are currently paved roads and after the City's work they will be the same and therefore no difference in the value of the homes.

As for the City's plan to replace the water and sewer pipes, that will also have negligible effect on the value of the homes. Functioning water and sewer services are basic expected services for any property owner in the City of Birmingham, on any street, and in any city. Whether they have been recently updated or not is not a factor in market value, nor is it a factor in its appraisal value.

That said, what WOULD BE a factor is an active or pending ASSESSMENT for such work which becomes a LIEN on the property and which would most definitely affect the market and appraised values. Especially an approximately \$50,000 assessment which would not only negatively affect the market and appraisal values, but would also negatively affect the marketing of the home in general and hinder the sale by longer days on market, among other things.

In sum, it is my opinion there is no basis for any increase in market or appraisal value of the homes on Arlington and Shirley due to any of the work the City has planned. Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in dark ink, reading "Lauren M Buttazzoni". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Lauren M. Buttazzoni
Attorney & Real Estate Broker
MI Bar # P47174
MI Broker License # 6502427378

MIDGE MORAN
KELLER WILLIAMS REAL ESTATE

June 2, 2024

Mr. Jim Mirro
737 Arlington Street
Birmingham, MI 48009

Dear Jim,

Thank you for talking with me today about the City of Birmingham's plans to upgrade the water mains/sewers of Arlington and Shirley Streets and to excavate/replace the existing streets in the process. I understand that the City plans to charge property owners an assessment to cover 85% of the cost for doing this and you would like to know the impact on the average value of each property on these two streets should these changes occur.

As a Birmingham resident for my entire life and a realtor for the past 31+ years, I know that anyone planning to buy a property on Arlington and Shirley Streets expect that the water mains and sewers will work properly, especially in view of the size/value of these homes. So, replacing underground water mains/sewer pipes that no one can see will have zero effect on what someone is willing to pay for a property on these two streets.

As to the street excavation and replacement, as long as Arlington and Shirley Streets are similar to other streets in the City of Birmingham, which they are, a new property buyer is not going to make a big deal about whether or not there is a low spot in the pavement or a crack in the curb when making an offer on a property that is currently on the market. He/she will assume that the City will repair any defects in the street as needed to bring it "up to code."

Based on my viewpoint as an experienced realtor, I believe that the planned upgrade in Arlington and Shirley Streets will not make a difference in the appraised value of any property by more than a few thousand dollars. It is also entirely possible that an appraisal will not change at all after the streets are upgraded. Based on these two scenarios, I believe that the infrastructure and street changes planned by the City will have an appraisal change from zero to \$2,000 per property.

Thank you for the opportunity to comment on the appraised value impact of these proposed changes.

Sincerely,

A handwritten signature in blue ink that reads "Midge Moran". The signature is fluid and cursive, with the first name "Midge" and last name "Moran" clearly distinguishable.

Midge Moran
Keller Williams Realtor
MI License #6501147440

Special Assessment District and Arlington/Shirley Application

Special Assessment District: Michigan law states that a local government entity such as a township or municipality may create a SAD (Special Assessment District) for the purpose of financing a neighborhood improvement project through an assessment against each individual parcel of real property benefitting from the improvement. However, the SAD plan must demonstrate that the levy will create a “direct, specific and unique monetary benefit to the parcels.” In addition, it must be demonstrated that the “market value will rise in proportion to the assessment amount.” While the amount of market value increase need not be exactly equal to the assessment, there must exist some proportionate increase for the levy to be legally valid. If this “direct and proportionate” test is not demonstrated, the Michigan Tax Tribunal has the authority to declare the SAD to be null and void, with funding of the improvement project being declared the responsibility of the local government entity that initiated the SAD.

Normal Process: In most normal situations, demonstrating a “direct and proportionate benefit” for the land parcels is not difficult. This most often happens when a gravel road is upgraded to an asphalt road or when an unimproved road is upgraded to an improved road with some of the following engineered features: curbs, gutters, crowns, drain grates, water/sewer access chambers, manhole covers, etc.

Arlington/Shirley: In the case of Arlington/Shirley Streets, however, these streets already have all the engineered features described above and that are normally associated with an improved street. Excavating these streets to replace needed water mains and sewers, then reconstructing these two streets with the same features will not result in a “direct and proportionate” increase in each parcel’s market value due to the approximately \$50,000 assessment necessary to cover the approximately \$4 million project cost spread over 80 parcels. In fact, the parcel values may actually decline if street excavation leads to the expected loss of approximately 100 trees due to root disturbance under the streets. Because of this probable outcome, Arlington and Shirley property owners will appeal the SAD to the Michigan Tax Tribunal with a likely outcome that the \$4 million cost will be reassigned to the City of Birmingham which will trigger a budget deficit condition.

Better SAD Plan: Based on the above analysis, it makes more sense to use HDD (Horizontal Directional Drilling) to install new water mains and sewers on Arlington and Shirley Streets with this drilling cost and the pipe cost charged to the water and sewer fund. Then, repair both streets’ existing rough spots and lateral connection borings. Finally, finish both streets with a cape seal top coat after the 15 new house projects are completed in 2025. If Westwood Street is a good example, the cost for this plan should be approximately \$400,000 which results in a more reasonable \$5,000 Special Assessment for each of the 80 parcels. This amount can more easily pass the “direct and proportionate” test due to a smoother pavement and no loss of trees. Best of all, this plan will not be appealed to the Tax Tribunal by Arlington and Shirley property owners.

James Mirro

From: Kathleen Devereaux <kcdevereaux@yahoo.com>
Sent: Tuesday, May 28, 2024 3:38 PM
To: Jmirro
Subject: Fw: Shirley/Arlington Road Improvement Project

Hi Jim,

As promised, here is the statement I sent to the Commission. Please feel free to share this as you see fit.
Kathleen

----- Forwarded Message -----

From: Kathleen Devereaux <kcdevereaux@yahoo.com>
To: emclain@bhamgov.com <emclain@bhamgov.com>; kschafer@bhamgov.org <kschafer@bhamgov.org>; cballer@bhamgov.org <cballer@bhamgov.org>; ahaig@bhamgov.org <ahaig@bhamgov.org>; bhost@bhamgov.org <bhost@bhamgov.org>; along@bhamgov.org <along@bhamgov.org>; tlonge@bhamgov.org <tlonge@bhamgov.org>
Cc: abingham@bhamgov.org <abingham@bhamgov.org>
Sent: Tuesday, May 28, 2024 at 03:33:13 PM EDT
Subject: Shirley/Arlington Road Improvement Project

Dear Mayor McLain, Mayor Pro Tem Schafer, and members of the City Commission:

I have watched all the previous meetings at which Jim Mirro and other residents addressed the Shirley/Arlington (et al) street improvement project, including the April 8, 2024 meeting where the original motion made by Commissioner Anthony Long was discussed and this Commission considered it. It is to happen to change that motion.

Here's my take on it.

There is no reason why this motion could not be partially set aside, in order to change the nature of the improvement ordered -- in order to leave the road surface the same as what preexisted before the reconstruction, an unimproved road.

The original motion, which passed on February 5, 2024, was intended to address three issues, which Commissioner Andrew Haig had previously recommended be considered separately. Commissioner A. Long prefaced his motion with the statement that he was considering these separately. These issues and their resolutions were: Sidewalks and street narrowing, (no) Sewers and Drains, (yes) and improvement of the road surface, (Yes).

The third prong is the only one that affected residents continue to voice opposition to.

If over 50 percent of the residents of the streets in question are opposed to improving the road surface in a way that will cause them to be assessed large amounts, then there is no reason why the motion could not be set aside on *that issue only*. It goes to the question of necessity.

I urge the Commission, to revisit this aspect of the motion, and I urge you to do it before proceeding with a hearing of necessity on improvements a majority don't agree are necessary.

This is only the second case under the new rules allowing City-initiated street improvement projects. A precedent was set with the first, Westwood, where the Commission voted to let them keep the cape-sand surface. There is no good rationale to treat Shirley and Arlington any differently.

Respectfully submitted,

Kathleen Devereaux

1019 Rivenoak

Birmingham MI 48009

