Agenda
City Commission Regular Meeting
Monday, March 9, 2026 - 7:00 PM
151 Martin Street, Birmingham, MI
City Commission Room 205

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1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Clinton Baller, Mayor

2. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

A. The City welcomes all members of the public to use the new public portal to view City Commission agendas and meeting packet materials. The portal makes it much easier to navigate through and isolate items of interest.

- Navigate to bhamgov.org/commission on your web browser or smartphone
- Scroll down to the Agenda and Minutes portal
- Click on the meeting
- Navigate through the packet using the overview or meeting files
- Use two fingers to zoom in and out of documents on a touchscreen device

APPOINTMENTS

A. Parks and Recreation Board
   1. Joe Wrobel
   2. Narlu Castellano
   3. Sarah Kupczyk

To appoint _____ as a regular member to the Parks and Recreation Board to serve a three-year term to expire March 13, 2029.

To appoint _____ as a regular member to the Parks and Recreation Board to serve a three-year term to expire March 13, 2029.

To appoint _____ as an alternate member to the Parks and Recreation Board to serve a three-year term to expire March 13, 2029.

B. Board of Zoning Appeals
   1. Victoria Policicchio

To appoint _____ as an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire February 18, 2029.

C. Martha Baldwin Park Board
   1. David Krivan

To appoint _____ as a regular member to the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2028.

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

The City of Birmingham welcomes public comment which may be limited to a certain number of minutes per person speaking, announced at the Mayor's discretion at the beginning of the public comment portion of the agenda, on items or discussions that do not appear anywhere else in the printed agenda. The Commission will not participate in a question and answer session and will take no action on any item not appearing on the posted agenda. The public can also speak to agenda items as they occur when the presiding officer opens the floor to the public. When recognized by the presiding officer, please state your name for the record, and direct all comments or questions to the presiding officer.

5. 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 February 23, 2026.

B. Resolution to approve the warrant list, including Automated Clearing House payments, dated February 25, 2026, in the amount of $5,750,049.30.

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated March 04, 2026, in the amount of $958,828.99.

D. Resolution approving the budget amendment for emergency water main repair across Woodward Ave, performed by D'Angelo Brothers Inc., 30836 West 8 Mile Road, Farmington Hills, MI 48336, in the amount of $139,385.00, to be charged to Water Supply System Fund account #591.0-544.000-811.0000
AND

Make a motion adopting a resolution to approve the appropriation and amendment of the FY 2025/2026 budget as follows:

Water Supply System Fund

Revenues:		
Draw from Fund Balance	591.0-000.000-400.0000	$139,385.00
Expenditures:		
Other Contractual Services	591.0-544.000-811.0000	$139,385.00

E. Resolution to approve the FY 2025 Emergency Management Performance Grants (EMPG) Agreement and approve the awarded funds totaling $9,283.00. Further, to direct the Mayor

to sign the agreement on behalf of the City and any required quarterly reports or surveys associated with the EMPG grant, and to authorize the Fire Chief as the sub-recipient authorized representative in order to sign any related EMPG documents on the City's behalf.

F. Resolution to adopt an ordinance to amend Part II, Chapter 26. – Businesses, Article IV.- Peddlers, Commercial Vendors and Solicitors, Sec. 26-117 – Requirements for All Applications.

G. Resolution to set a public hearing date of April 13, 2026 to consider the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward, to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor.

6. 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.

7. UNFINISHED BUSINESS

8. NEW BUSINESS

A. Public Hearing for Outstanding Liquor Licenses for the 2025 Review Period

1. Resolution to approve the renewal of liquor licenses for the 2025 licensing period for the following restaurants which hold a Class C Liquor License and are in compliance with Chapter 10, Alcoholic Liquors of the City Code:
   - 220 Restaurant
   - Sidecar/Slice/Shift

B. Public Hearing for Confirmation of the Roll - 2026 Cape Seal Program Confirmation of the Roll for Cape Seal Special Assessment District Roll 917

WHEREAS, Special Assessment Roll, designated Roll No. 917, has been heretofore prepared for Collection; and

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

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

WHEREAS, the Commission Resolution 02-035-26 provided it would meet this 9th day of March, 2026 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this March 9, 2026, 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. 917 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 seven and three-quarters percent (7.75%) on all unpaid installments.

Sidwell Number	Street Address	Cape Seal Assessment
19-25-151-037	692 Oak Ave	$ 1,429.18
19-25-151-139	680 Oak Ave	$ 1,275.03
19-25-151-140	670 Oak Ave	$ 1,275.03
19-25-151-039	640 Oak Ave	$ 1,020.84
19-25-151-040	608 Oak Ave	$ 1,531.26
19-25-151-137	556 Oak Ave	$ 2,143.77
19-25-151-138	520 Oak Ave	$ 1,633.35
19-25-151-127	450 Oak Ave #100	~~$ 127.95~~ **$235.20**
19-25-151-130	450 Oak Ave #101	~~$ 255.19~~ **$235.20**
19-25-151-129	450 Oak Ave #102	~~$ 212.15~~ **$235.20**
19-25-151-128	450 Oak Ave #103	~~$ 274.01~~ **$235.20**
19-25-151-133	450 Oak Ave #201	~~$ 255.19~~ **$235.20**
19-25-151-132	450 Oak Ave #202	~~$ 212.15~~ **$235.20**
19-25-151-131	450 Oak Ave #203	~~$ 274.01~~ **$235.20**
19-25-151-136	450 Oak Ave #301	~~$ 255.19~~ **$235.20**
19-25-151-135	450 Oak Ave #302	~~$ 212.15~~ **$235.20**
19-25-151-134	450 Oak Ave #303	~~$ 274.01~~ **$235.20**
19-25-326-023	885 N Old Woodward Ave Unit 1	$ 141.07
19-25-326-024	885 N Old Woodward Ave Unit 2	$ 141.07
19-25-326-025	885 N Old Woodward Ave Unit 3	$ 141.07
19-25-326-026	885 N Old Woodward Ave Unit 4	$ 141.07
19-25-326-027	885 N Old Woodward Ave Unit 5	$ 141.07
19-25-326-028	885 N Old Woodward Ave Unit 6	$ 141.07
19-25-326-029	885 N Old Woodward Ave Unit 7	$ 141.07
19-25-326-030	885 N Old Woodward Ave Unit 8	$ 141.07
19-25-326-031	885 N Old Woodward Ave Unit 9	$ 141.07
19-25-326-032	885 N Old Woodward Ave Unit 10	$ 141.07
19-25-326-033	885 N Old Woodward Ave Unit 11	$ 141.07
19-25-326-034	885 N Old Woodward Ave Unit 12	$ 141.07
19-25-326-035	885 N Old Woodward Ave Unit 13	$ 141.07

19-25-326-036	885 N Old Woodward Ave Unit 14	$ 141.07
19-25-326-037	885 N Old Woodward Ave Unit 15	$ 141.07
19-25-326-038	885 N Old Woodward Ave Unit 16	$ 141.07
19-25-326-003	533 Oak Ave	$ 939.17
19-25-326-002	551 Oak Ave	$ 939.17
19-25-326-001	858 Woodland St	$ 939.17
19-25-303-007	607 Oak Ave	$ 1,020.84
19-25-303-006	615 Oak Ave	$ 1,020.84
19-25-303-005	635 Oak Ave	$ 1,020.84
19-25-303-004	651 Oak Ave	$ 1,020.84
19-25-303-003	667 Oak Ave	$ 1,020.84
19-25-303-002	679 Oak Ave	$ 1,020.84
13-25-303-001	850 Greenwood St	$ 1,082.09
19-26-427-001	890 Lakeside Dr	$ 1,355.68
19-26-427-002	840 Lakeside Dr	$ 3,634.34
19-26-427-003	790 Lakeside Dr	$ 3,540.28
19-26-427-004	774 Lakeside Dr	$ 3,526.39
19-26-427-005	752 Lakeside Dr	$ 3,540.28
19-26-427-006	726 Lakeside Dr	$ 3,539.93
19-26-427-039	700 Lakeside Dr	$ 2,478.19
19-26-427-040	660 Lakeside Dr	$ 2,478.19
19-26-427-008	640 Lakeside Dr	$ 2,460.15
19-26-427-009	620 Lakeside Dr	$ 2,295.28
19-26-427-010	592 Lakeside Dr	$ 2,572.95
19-26-427-041	568 Lakeside Dr	$ 3,978.30
19-26-427-042	532 Lakeside Dr	$ 4,446.87
19-26-478-014	490 Lakeside Dr	$ 2,977.30
19-26-478-015	470 Lakeside Dr	$ 2,741.98
19-26-478-012	440 Lakeside Dr	$ 3,990.10
19-26-478-013	430 Lakeside Dr	$ 1,908.97
19-26-478-007	412 Lakeside Dr	$ 2,499.02
19-26-476-008	392 Lakeside Dr	$ 2,499.02
19-26-476-009	370 Lakeside Dr	$ 2,499.02
19-26-476-010	350 Lakeside Dr	$ 2,990.84
19-26-476-011	320 Lakeside Dr	$ 1,245.43
19-26-237-012	871 N Glenhurst Dr	$ 2,429.60
19-26-237-013	825 N Glenhurst Dr	$ 2,429.60
19-26-237-014	781 N Glenhurst Dr	$ 2,429.60
19-26-237-015	755 N Glenhurst Dr	$ 2,429.60
19-26-237-016	717 N Glenhurst Dr	$ 2,429.60
19-26-237-017	693 N Glenhurst Dr	$ 2,074.88

19-26-237-018	655 N Glenhurst Dr	$ 2,074.88
19-26-237-019	639 N Glenhurst Dr	$ 2,429.60
19-26-237-020	617 N Glenhurst Dr	$ 2,429.60
19-26-237-021	587 N Glenhurst Dr	$ 2,429.60
19-26-237-022	559 N Glenhurst Dr	$ 2,429.60
19-26-237-023	535 N Glenhurst Dr	$ 2,429.60
19-26-237-024	515 N Glenhurst Dr	$ 2,041.91
19-26-328-011	520 N Glenhurst Dr	$ 1,776.04
19-26-328-010	534 N Glenhurst Dr	$ 2,429.60
19-26-328-009	550 N Glenhurst Dr	$ 2,429.60
19-26-328-008	584 N Glenhurst Dr	$ 2,429.60
19-26-328-007	612 N Glenhurst Dr	$ 2,429.60
19-26-328-006	634 N Glenhurst Dr	$ 2,429.60
19-26-328-005	650 N Glenhurst Dr	$ 2,028.72
19-26-328-004	690 N Glenhurst Dr	$ 2,028.72
19-26-328-003	736 N Glenhurst Dr	$ 3,817.95
19-26-328-002	770 N Glenhurst Dr	$ 3,817.95
19-26-328-001	Birmingham School District	$ 1,429.18
19-35-426-019	1390 Northlawn Blvd	$ 3,182.08
19-35-426-018	1360 Northlawn Blvd	$ 2,776.69
19-35-426-017	1330 Norhtlawn Blvd	$ 2,776.69
19-35-426-016	1300 Northlawn Blvd	$ 2,776.69
19-35-428-012	1393 Latham St	$ 3,868.48
19-35-428-013	1132 Northlawn Blvd	$ 2,984.94
19-35-428-014	1112 Northlawn Blvd	$ 2,221.35
19-35-428-015	1098 Northlawn Blvd	$ 2,082.52
19-35-428-016	1076 Norhtlawn Blvd	$ 1,735.43
19-35-428-017	1052 Northlawn Blvd	$ 1,735.43
19-35-428-018	1034 Northlawn Blvd	$ 1,735.43
19-35-428-019	1000 Northlawn Blvd	$ 1,735.43
19-35-428-020	988 Northlawn Blvd	$ 1,735.43
19-35-428-021	972 Northlawn Blvd	$ 1,735.43
19-35-428-022	956 Northlawn Blvd	$ 1,735.43
19-35-428-011	1308 Southfield Rd	$ 3,817.95
19-35-430-010	1400 Southfield Rd	$ 3,817.95
19-35-430-009	955 Northlawn Blvd	$ 3,123.77
19-35-430-008	979 Northlawn Blvd	$ 1,735.43
19-35-430-007	1005 Northlawn Blvd	$ 1,735.43
19-35-430-006	1049 Northlawn Blvd	$ 1,735.43
19-35-430-005	1061 Northlawn Blvd	$ 2,603.15
19-35-430-004	1083 Northlawn Blvd	$ 2,603.15
19-35-430-003	1121 Northlawn Blvd	$ 2,429.60
19-35-430-002	1155 Northlawn Blvd	$ 2,429.60

19-35-430-001	1187 Northlawn Blvd	$ 2,188.72
19-35-429-023	1225 Northlawn Blvd	$ 1,541.06
19-35-429-022	1231 Northlawn Blvd	$ 1,735.43
19-35-429-004	1301 Northlawn Blvd	$ 2,637.85
19-35-429-003	1323 Northlawn Blvd	$ 3,436.15
19-35-429-027	1355 Norhlawn Blvd	$ 2,603.15
19-35-429-026	1371 Northlawn Blvd	$ 1,735.43
19-35-429-025	1385 Northlawn Blvd	$ 1,735.43
19-35-429-024	1395 Northlawn Blvd	$ 1,735.43
		$ 225,872.58

C. Make a motion adopting a resolution to award the 2026 Cape Seal Program #5-26 (P) to Highway Maintenance & Construction Co. in the amount of $417,727.25 and a 10% construction contingency for a total of $459,499.98. In addition, to authorize the Mayor and the 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 Highway Maintenance & Construction Co. Funding for this project has been budgeted in the following accounts:

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Local Street Fund	203.0-449.001-981.0100	$397,309.00	$39,730.90	$437,039.90
Park Fund	101.0-751.000-811.0000	$20,418.25	$2,041.83	$22,460.08

AND

To install the advanced intersection signage at the southeast corner of Oak and Lakeside for Lakeview, as shown in Fleis and Vandenbrink Report.

D. Public Hearing of Necessity for Water and Sewer Lateral Special Assessment District - Bird Phase 1B Project

WHEREAS, Notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property and lots to be assessed, by first class mail, and by publication in a newspaper generally circulated in the City; and

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project replacing sewer services 50 years of age or older or constructed of material that is not acceptable for City standards and replacing water services that are 60 years or older or less than 1 inch in diameter on Bird Street from Grant Street to Cummings Avenue; and

WHEREAS, The City has previously established a policy requiring replacement of sewer services 50 years of age or older or constructed of materials that are not acceptable for City standards and water services less than 1 inch in diameter and the City street is open for repairs or reconstruction; and

WHEREAS, The City Commission, after the public hearing, has determined that the Bird Phase 1B Project, the replacement of sewer services that are 50 years of age or older or of material that is not acceptable for City standards, the replacement of water services that are 60 years or older or less than 1 inch in diameter, is a necessity and is in the best interest of the City; and

WHEREAS, The Commission has approved the detailed plans and estimates of cost prepared by the City Engineer; and

WHEREAS, Formal bids have been received and the actual cost of sewer service and water service replacement has been determined; and

WHEREAS, The City Engineer has determined the boundaries of sewer service lateral and water service laterals located within the limits of the following streets shall be installed as part of the Bird 1B Project (Contract #7-26(W)):

Bird Avenue – Grant Street to Cummings Avenue

WHEREAS, The formula used in making the assessment is 100% of the contractor's charge for replacing the lateral service that is 50 years of age or older or constructed of materials that are not acceptable and water service that is 60 years of age or older or less than 1 inch in diameter within the public right-of-way between the utility and the property line (calculated at the rate of $112.00 per foot of 6" diameter sewer service pipe, $53.00 per foot of 1-inch water service pipe).

THEREFORE LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will benefit the properties listed in the assessment roll and is a necessity, and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the City Commission for confirmation and further set a Public Hearing of Confirmation on March 23, 2026 and give notice of same.

Sewer and/or Water Lateral

Sidwell Number	Street Address	Estimated Sewer SAD Costs	Estimated Water SAD Costs
1936482001	616 Bird Ave	-	-
1936480026	623 Bird Ave	-	-
1936480027	631 Bird Ave	-	-
1936482002	638 Bird Ave	-	-
1936482003	644 Bird Ave	-	-
1936480060	655 Bird Ave	-	-
1936482004	668 Bird Ave	$2,912.00	-
1936480061	671 Bird Ave	-	-
1936482005	684 Bird Ave	$2,912.00	$954.00
1936480030	695 Bird Ave	$2,912.00	$1,749.00
1936480031	711 Bird Ave	$2,912.00	$1,749.00
1936482006	716 Bird Ave	$2,800.00	-
1936482007	730 Bird Ave	$2,800.00	$954.00
1936480066	731 Bird Ave	-	-

1936482008	740 Bird Ave	-	-
1936480067	747 Bird Ave	$2,912.00	-
1936482009	768 Bird Ave	-	-
1936480033	771 Bird Ave	-	-
1936482010	784 Bird Ave	-	-
1936482063	808 Bird Ave	-	-
1936480034	811 Bird Ave	-	-
1936480064	831 Bird Ave	-	-
1936482064	832 Bird Ave	-	-
1936482061	852 Bird Ave	-	-
1936480065	855 Bird Ave	-	-
1936482062	860 Bird Ave	-	-
1936480059	871 Bird Ave	-	-
1936482047	888 Bird Ave	-	-
1936480038	891 Bird Ave	$2,912.00	$1,749.00
1936482048	900 Bird Ave	$2,800.00	-
1936480039	907 Bird Ave	$2,912.00	$1,749.00
1936480062	925 Bird Ave	-	-
1936482015	926 Bird Ave	-	-
1936482016	954 Bird Ave	$2,800.00	-
1936480063	955 Bird Ave	$2,912.00	-
1936480042	963 Bird Ave	-	-
1936482017	976 Bird Ave	$2,800.00	-
1936482018	990 Bird Ave	-	$954.00
1936480043	993 Bird Ave	$2,912.00	$1,749.00
1936482019	1016 Bird Ave	$2,800.00	$954.00
1936480044	1019 Bird Ave	-	-
1936482020	1038 Bird Ave	$2,800.00	-
1936480045	1039 Bird Ave	-	-
1936480046	1063 Bird Ave	$2,912.00	$1,749.00
1936482021	1080 Bird Ave	-	-
1936480047	1087 Bird Ave	$2,912.00	-
1936482022	1092 Bird Ave	-	-

E. Resolution to approve the playground layout design for Pembroke Park and purchase of equipment through Landscape Structures, Inc with Sourcewell cooperative purchase pricing in the amount of $222,554.94, and the installation of the playground equipment, shade structure, and site amenities by Penchura, LLC in the amount of $443,381.55 for a total purchase price of $665,936.49.

In addition, to appropriate and amend the 2025-2026 budget as follows:

Park System Construction Fund
Revenues
Draw from Fund balance 408.0-000.000-400.0000 $35,936.49
Expenditures

Land Improvements	408.2-901.751-979.0000	$35,936.49

F. Make a motion adopting a resolution to proceed with the replacement of the existing retaining walls along Brookside Avenue, Ravine Road, and Park Street as part of the 2025 and 2026 Asphalt Resurfacing Program; and

Make a motion adopting a resolution to set the Public Hearing Date of Necessity for the replacement of staircases in the retaining wall meeting the requirements of assessments for all properties within the project area on Park Street, Brookside Avenue, and Ravine Road on April 13, 2026, at 7:00 p.m.; and

If necessity is determined on April 13, to meet on Monday, April 27, 2026, at 7:00 p.m., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement of staircases meeting the requirements for the assessments, for all properties with the project area within the project area of Park Street, Brookside Avenue, and Ravine Road.

G. Resolution to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled The City of Birmingham v The Community House Association, Birmingham, Michigan, Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren.

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

H. Resolution to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(d) of the Open Meetings Act to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

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

I. 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.

J. Commission discussion on items from a prior meeting.

1. Discussion on Department of Homeland Security Actions

9. REMOVED FROM CONSENT AGENDA

10. COMMUNICATIONS

A. Communication regarding ICE

B. Communications regarding the cape seal program

C. Communication regarding trees

D. Communication regarding street conditions and maintenance

11. REPORTS

A. Commissioner Reports

1. Notice of intention to appoint to the Housing Board of Appeals

B. Commissioner Comments

C. Advisory Boards, Committees, Commissions' Report

D. Legislation

E. City Staff

F. Information Only

12. ADJOURN

This agenda was amended on March 9, 2026 at 3:35 p.m. to correct some of the special assessment calculations for item 8B.

City boards and committees meet in person, and most have a virtual option available to the public. Members of the public may attend the City Commission meeting in person at Birmingham City Hall or attend virtually.

Link to Access Virtual Meeting: https://zoom.us/j/655079760
Telephone Meeting Access: 877 853 5247 US Toll-free
Meeting ID Code: 655 079 760

City Hall is open to the public during regular business hours, Monday through Friday from 8 a.m. – 5 p.m. The Police Department lobby entrance on the east side of City Hall on Pierce Street operates as the after-hours public entrance.

Individuals requiring assistance to enter the building should request aid via the intercom system at the parking lot entrance gate on Henrietta Street.

Persons who require mobility, visual, hearing, or other assistance for effective participation in this public meeting should contact the City Clerk's Office at (248) 530-1880, or (248) 644-3405 (TDD) at least one day before the meeting to request help.

Las personas con incapacidad que requieren algún tipo de ayuda para la participación en esta sesión pública deben ponerse en contacto con la oficina del escribano de la ciudad en el número (248) 530-1800 o al (248) 644-3405 (para las personas con incapacidad auditiva) por lo menos un dia antes de la reunión para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias. (Title VI of the Civil Rights Act of 1964)

BIRMINGHAM

NOTICE OF INTENTION TO APPOINT TO THE PARKS AND RECREATION BOARD

At the regular meeting of Monday, March 9, 2026, the Birmingham City Commission intends to appoint the following positions to the Parks and Recreation Board:

- Three regular members to serve three-year terms to expire March 13, 2029
- One alternate member to serve a three-year term to expire March 13, 2029

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 4, 2026. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Duties

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

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

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications Members must be electors of the City of Birmingham.
Joe Wrobel	28-year resident, registered elector, and current alternate board member seeking reappointment.
Narlu Castellano	9-year resident, registered elector, and current alternate board member seeking a regular member position.
Sarah Kupczyk	6.5-year resident, registered elector, and current board member seeking reappointment.

SUGGESTED COMMISSION ACTION:

To appoint _____ as a regular member to the Parks and Recreation Board to serve a three-year term to expire March 13, 2029.

To appoint _____ as a regular member to the Parks and Recreation Board to serve a three-year term to expire March 13, 2029.

To appoint _____ as an alternate member to the Parks and Recreation Board to serve a three-year term to expire March 13, 2029.

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

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#109]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Sat, Jan 24, 2026 at 12:28 PM
Reply-To: no-reply@wufoo.com
To: clerksOffice@bhamgov.org

Board/Committee of Interest	Parks & Recreation Board
Specific Category/Vacancy on Board (see below)	Alternate Member appointment expires 3/13/2026 - Renewal
Name	Joe Wrobel
Residential Address	2665 Windemere Road Birmingham, MI 48009 United States
Business Address	2665 Windemere Road Birmingham, MI 48009 United States
Phone Number *	(248) 225-5937
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.**	wrobel4j@aol.com
Length of Residence	28 years
Occupation	ERISA Attorney
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	Pembroke Manor Association past Treasurer. Parks & Rec Board Alternate past 1.5 years. Active park and golf course user.
List your related employment experience	Corporate Counsel - Quintes, Watsonville, CA Consultant - Michigan Pension & Actuarial, Farmington Hills, MI
List your related community activities	Currently assist Pembroke Manor Association with activities planning at Pembrook Park.
List your related educational experience	Law Degree & MI State Bar Member. Past positions with Oakland County Circuit Court and Special Sentencing Guidelines Study.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.	None.
Do you currently have a relative serving on the board/committee to which you have applied?	No
Are you an elector (registered voter) in the City of Birmingham? *	Yes

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#121]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Fri, Feb 6, 2026 at 10:10 AM
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)	Regular Member
Name	Narlu Castellano
Residential Address	1553 E Lincoln St Birmingham, Michigan 48009 United States
Phone Number *	(412) 498-2836
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	9 years
Occupation	Attorney
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	As a mother of a young child, I'm a regular user of our parks. I have also served as an Alternate Member of this Board since 2025 and would love to continue to serve on a regular basis.
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

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#122]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Wed, Feb 11, 2026 at 4:23 PM
Reply-To: no-reply@wufoo.com
To: clerksOffice@bhamgov.org

Board/Committee of Interest	Park and recreation
Specific Category/Vacancy on Board (see below)	Park and RECREATION
Name	Sarah Kupczyk
Residential Address	592 W. Lincoln St. Birmingham, MI 48009 United States
Business Address	592 W. Lincoln St. Birmingham, MI 48009 United States
Phone Number *	(773) 414-4727
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.**	sc23carroll@gmail.com
Length of Residence	6.5 years
Occupation	SAHM
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I am already on the board, so I am renewing. My son is a disabled and 6 years old. I am the voice for the disabled community bringing up key points and concerns when new parks are being built.
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? *	Birmingham

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 Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Carmona 887 Lakeview Ave.	**Heather**	(248) 867-1346 *htcarmona@sbcglobal.net*	3/12/2018 Regular Member	3/13/2027
Castellano 1553 E Lincoln	**Narlu**	*narlu.castellano@gmail.com*	6/3/2024 Alterante	3/13/2028
Collins 958 Pleasant	**Susan**	(248) 761-6873 *sbdcollins@comcast.net*	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 *jessicaeinstein@gmail.com*	5/8/2023 Regular Member	3/13/2027
Graham 884 Knox	**Pam**	(248) 408-6277 *pamcracker@gmail.com*	1/13/2020 Regular Member	3/13/2026
Kupczyk 592 W Lincoln	**Sarah**	(773)414-4727 *sc23carroll@gmail.com*	3/27/2023 Regular Member	3/13/2026
Lipp 2682 Buckingham	**Anne**	(248) 225-0136 *aecubera@gmail.com*	11/23/2020 Regular Member	3/13/2028
Vacated	**12/2/2025**		Regular Member	3/13/2026
Wrobel 2665 Windemere	**Joe**	(248)225-5937 *wrobel4j@aol.com*	4/3/2023 Alternate	3/13/2026

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Parks and Recreation Board **Year:** 2024
Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Heather Carmona	P	P	P	A	P	P	P	P	P	P	P	A			10	2	83%
Susan Collins	P	P	P	P	A	P	P	P	P	P	A	P			10	2	83%
Anne Lipp	P	P	P	P	P	P	A	P	P	P	P	P			11	1	92%
Pam Graham	P	P	P	P	A	P	P	A	P	P	P	P			10	2	83%
Sarah Kupczyk	P	P	A	A	P	A	P	P	P	P	P	P			9	3	75%
John Rusche (resigned 3/5/2024)	P	P	P												3	0	100%
Jessica Einstein (appointed 3/18/2024)				P	P	P	P	P	A	P	A	P			7	2	78%
Steve Sweeney	P	P	P	P	A	P	P	A	A	A	P	A			7	5	58%
STUDENTS																	
Ella Bassett (appointed 2/2024)			P	P	P	A	P	A	A	A	P	P			6	4	60%
ALTERNATES																	
Narlu Castellano (appointed 6/3/2024)										P	P	P					
Jessica Einstein (appointed 5/8/2023)	P	P													2	0	100%
Joe Wrobel (appointed 4/3/2023)			P	P	P	P					P				5	0	100%
Present or Available	**8**	**8**	**7**	**7**	**6**	**7**	**7**	**5**	**5**	**7**	**8**	**7**	0	0			

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

Department Head Signature

Parks and Recreation ATTENDANCE RECORD

Name of Board: Parks and Recreation **Year:** 2025
Members Required for Quorum: 4

MEMBER NAME	1/14	2/4	3/4	4/1	5/6	6/10	7/8	8/5	9/9	10/28	11/18	12/2	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Heather Carmona	P	P	P	P	P	A	CM	P	P	P	CM	P			9	1	90%
Susan Collins	A	P	P	P	P	P	CM	P	P	P	CM	P			9	1	90%
Anne Lipp	P	P	P	P	P	P	CM	P	P	P	CM	P			10	0	100%
Pam Graham	P	P	P	P	P	P	CM	P	P	P	CM	P			10	0	100%
Sarah Kupczyk	P	P	P	A	P	P	CM	P	P	P	CM	A			8	2	80%
Jessica Einstein	P	P	P	A	A	P	CM	P	P	P	CM	A			7	3	70%
Steve Sweeney	A	P	A	P	P	A	CM	P	A	A	CM				4	5	44%
															0	0	#DIV/0!
															0	0	#DIV/0!
ALTERNATES																	
Narlu Castellano (appointed 6/3/24)	P					P	CM		P		CM				3	0	100%
Joe Wrobel (appointed 4/3/2023)	P			P		P	CM	P		P	CM	P			6	0	100%
STUDENTS (after February, 2025)																	
Jack Bassett (Student)			P	A	A	A	CM	P	P	A		P			4	4	50%
Abiagail Murphy (Student)			P	P	P	P	CM	P	A	P		P			7	1	88%
Present or Available	**7**	**7**	**8**	**7**	**7**	**8**	0	**10**	**8**	**8**	0	**7**	0	0			

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

ARTICLE II. PARKS AND RECREATION BOARD[1]

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)

[1]Cross 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.

BIRMINGHAM

NOTICE OF INTENTION TO APPOINT TO THE BOARD OF ZONING APPEALS

At the regular meeting of Monday, February 23, 2026, the Birmingham City Commission intends to appoint the following position to the Board of Zoning Appeals:

- One alternate member to serve the remainder of a three-year term to expire February 18, 2029

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, February 18, 2026. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Duties

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The Board hears and decides appeals from and reviews any order, requirement, decision or determination made by the Building Official.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Members shall be property owners of record and registered electors.
Victoria Policicchio	35-year resident and registered voter, currently employed as an attorney, with professional experience in the construction industry and prior involvement in zoning cases.

SUGGESTED COMMISSION ACTION:

To appoint _____ as an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire February 18, 2029.

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

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#123]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Thu, Feb 12, 2026 at 11:25 AM
Reply-To: no-reply@wufoo.com
To: clerksOffice@bhamgov.org

Board/Committee of Interest	Board of Zoning Appeals
Specific Category/Vacancy on Board (see below)	Alternate
Name	Victoria Policicchio
Residential Address	236 Pleasant Street Birmingham, MI 48009 United States
Business Address	755 West Big Beaver Road Suite 1000 Troy, MI 48084 United States
Phone Number *	(248) 376-6266
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.**	vickipolicicchio@gmail.com
Length of Residence	35 years
Occupation	Attorney
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I worked within the construction industry for many years, have worked on zoning cases as an attorney, and am currently serving as a litigation manager for a manufactured home company.

List your related employment experience

I am a seasoned legal professional with over 20 years of experience in litigation management, regulatory compliance, and trial advocacy. Currently serving as Associate Counsel for Champion Home Builders, Inc., I manage civil litigation across the U.S. and Canada, oversee regulatory matters and claims against the company, and advise management, subsidiaries, and the Board on legal rights and obligations. My work focuses on minimizing legal risk, ensuring compliance, and supporting business strategy across a publicly traded S&P 600 company.

Before moving in-house, I built a distinguished career as Assistant Prosecuting Principal Trial Attorney with the Macomb County Prosecutor's Office, where I led the Domestic Violence Unit, prosecuted capital cases including homicides, and partnered with senior leadership and public agencies to strengthen community trust and case outcomes.

Recognized as a collaborative, pragmatic, and solutions-oriented counsel, I leverage my litigation expertise, regulatory

insight, and business acumen to deliver practical, results-driven legal strategies. My colleagues know me as a trusted partner who can balance legal risk with business priorities to achieve optimal outcomes.

List your related community activities

Multi-Modal Transportation Board Member

City of Birmingham, Michigan

Jan 2022 - Feb 2024 · 2 yrs 2 mos

• Implement the city-wide transportation plan, with the goal of maintaining a safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways
• Review project phasing and budgeting… more

Principal Shopping District- Maintenance Committee Member

City of Birmingham, Michigan

Dec 2013 - Feb 2017 · 3 yrs 3 mos

• Developed and launched the downtown Birmingham Recycling Program
• Collaborated with city officials and the Department of Public Services to carry out the alignment of objectives with standing ad hoc city committees, ultimately enhancing city services for visitors, store owners, and residents.
Member

Michigan Manufactured Housing Commission

May 2025 - Present · 10 mos

The Manufactured Housing Commission is responsible for establishing uniform policy relating to all phases of manufactured housing, business, manufactured housing parks, and seasonal manufactured housing parks. The Commission has the legal authority to approve local governmental ordinances which would regulate manufactured housing, grant variances to the Manufactured Housing Commission Rules, approve licenses for manufactured home installer/servicers and retailers, and impose penalties on persons who have violated the Mobile Home Commission Act or Rules.

List your related educational experience

Michigan State University College of Law
Juris Doctor, Trial Practice
2001 – 2004

University of Michigan
Bachelor of Arts (B.A.), English Language and Literature/Letters and Italian Literature

1997 – 2001
Cranbrook Schools

	High School Diploma 1997
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

BIRMINGHAM
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BOARD OF ZONING APPEALS

Chapter 126 – Article 8: 8.01 – Seven Members – Three Year Terms
Requirements – Property owners of record and registered voter

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The board hears and decides appeals from and reviews any order, requirement, decision or determination made by the building official.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Canvasser 369 Kimberly st	**Jason**	248-231-9972 *jcanvasser@clark.hill.com*	Regular member	10/10/2026
Hart 2051 Villa	**Kevin**	(248) 4967363 *khartassociates@aol.com*	2/27/2012 Regular Member	10/10/2026
Kona 439 W. Merrill St	**Carl**	(248)540-2810 *carlsbox@hotmail.com*	4/25/2022 Regular Member	10/10/2028
Lilley 648 Cherry Ct.	**Richard**	248-594-6737 *dicklilley@icloud.com*	9/6/2018 Regular Member	10/10/2028
Miller 544 Brookside	**John**	(248) 703-9384 *jnmillerstudio@gmail.com*	1/23/2012 Regular Member	10/10/2027
Morganroth 631 Ann	**Erik**	(248) 762-9822 *emorganroth@comcast.net*	10/12/2015 Regular Member	10/10/2027

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Reddy 763 Wallace	**Ron**	(313) 820-7491 *ron.reddy01@gmail.com*	2/11/2019 Regular member	10/10/2028
Susan 870 Purdy Street	**Shacket**	(248) 224-5150 *susangayles@yahoo.com*	11/17/2025 Alternate Member	2/18/2029
Vacated	**2/1/2026**		Alternate Member	2/18/2029

BIRMINGHAM
A WALKABLE CITY

CHAPTER 126 - ZONING

ARTICLE 8: ENFORCEMENT AND PENALTIES

8.01 The Board of Zoning Appeals

A. Establish: There shall be established and appointed by the City Commission, in accordance with Section 5, Act No. 207 of the Public Acts of Michigan of 1921 (MCL 125.585, MSA 5.2935), as amended, a Board of Zoning Appeals consisting of seven members each to be appointed for a term of three years.

B. Alternate Members: The City Commission may also appoint not more than two alternate members for the same term as regular members of the Board of Zoning Appeals. The alternate member may be called on a rotating basis to sit as a regular member of the Board of Zoning Appeals 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. The alternate member having been appointed shall serve in the case until a final decision has been made. The alternate member shall have the same voting rights as a regular member of the Board of Zoning Appeals.

C. Procedure: Meetings of the Board of Zoning Appeals shall be held at the call of the chairperson, and at such other times as the Board of Zoning Appeals may determine. Such chairperson, or in his/her absence, the acting chairperson, may administer oaths and compel the attendance of witnesses. The Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and the action thereon, which shall be a public record.

D. Appeals: An appeal to the Board of Zoning Appeals, based in whole or in part on the provisions of the Zoning Ordinance, may be taken by any person aggrieved, or by any governmental officer, department, Board of Zoning Appeals or bureau affected by the decision of the Building Official. Such appeal shall be taken by filing with the Board of Zoning Appeals a notice of appeal, on forms provided by the Building Official, specifying the ground thereof, and by paying the required fee. The Building Official shall transmit to the Board of Zoning Appeals all papers constituting the records upon which the appeal action was taken.

E. Hearing and Notice: The Board of Zoning Appeals shall fix a reasonable time for the hearing of an appeal and shall give due notice of the appeal to the persons to whom real property within 300 feet of the premises in question is assessed, and to the occupants of single- and two-family dwellings within 300 feet, the notice to be delivered personally or by mail to the respective owners and tenants at the address given in the last assessment roll. If the tenant's name is not known, the term "occupant" may be used. A notice sign shall also be posted in a conspicuous place on the subject property. Notice signs will be provided by the City of Birmingham. It is the responsibility of the applicant to post the notice sign as required, to ensure that the notice sign remains posted during the entire notice period and to remove the notice sign the day after the public hearing the notice sign was advertising. At the hearing, any person or party may appear in person, by agent or by attorney. All such hearings shall be open to the public.

F. Powers and Duties: The Board of Zoning Appeals shall have the powers and duties set forth in MCL 125.581 et seq., MSA 5.2931 et seq. and as more particularly hereinafter enumerated. The Board of Zoning Appeals shall not have the power to change the zoning district of any property. The Board of Zoning Appeal's power and duties shall include the following:

1. Review of administrative decisions.
    a. The Board of Zoning Appeals shall hear and decide appeals from and review any order, requirement, decision or determination made by an administrative official charged with the enforcement of the Zoning Ordinance.
    b. It may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and shall make such order, requirement, decision or determination as in its opinion ought to be made in the situation, and to that end shall have all the powers of the officer from whom the appeal is taken.
2. Mapping disputes.
    a. Where disputes arise as to the location of the floodplain boundary or the limits of the floodway, the Board of Zoning Appeals shall resolve the dispute and establish the boundary location in accordance with Section 1.15.

In all cases, the decision of the Board of Zoning Appeals shall be based upon the most current floodplain studies issued by the Office of Federal Insurance and Hazard Mitigation. Where the Office of Federal Insurance and Hazard Mitigation information is not available, the best available floodplain information shall be utilized.

b. Where a dispute involves an allegation that the boundary is incorrect as mapped and Office of Federal Insurance and Hazard Mitigation floodplain studies are being questioned, the Board of Zoning Appeals shall modify the boundary of the floodplain or the floodway only upon receipt of an official letter of map amendment issued by the Office of Federal Insurance and Hazard Mitigation.

3. Variances.

a. The Board of Zoning Appeals shall hear and grant or deny requests for variances from the strict application of the provisions of the Zoning Ordinance where there are practical difficulties or unnecessary hardships in carrying out the strict letter of such chapter. In granting a variance, the Board of Zoning Appeals may attach such conditions as it may deem reasonably necessary to promote the spirit and intent of the Zoning Ordinance. The Board of Zoning Appeals shall not grant any variance unless it first determines that:

   i. Because of special conditions applicable to the property in question, the provisions of the Zoning Ordinance, if strictly applied, unreasonably prevent the property owner from using the property for a permitted purpose;

   ii. Literal enforcement of the chapter will result in unnecessary hardship;

   iii. The granting of the variance will not be contrary to the spirit and purpose of the Zoning Ordinance nor contrary to the public health, safety and welfare; and

   iv. The granting of the variance will result in substantial justice to the property owner, the owners of property in the area and the general public.

b. Variances from the provisions of Section 4.13, Floodplain Regulations, shall only be granted by the Board of Zoning Appeals upon a determination of compliance with the general standards for variances contained in the Zoning Ordinance and in accordance with the following:

   i. The variance granted will not result in flood heights in excess of those permitted by the Zoning Ordinance, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.

   ii. The variance granted shall be the minimum necessary, considering the flood hazard, to afford relief to the applicant.

   iii. Variances may be granted for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the Michigan Historic Markers listing of historic sites, or any other state register of historic places without meeting the requirements of this section.

c. Sign Variance Procedure. Any person who feels aggrieved by a decision of the City Planner or Design Review Board may have the sign reviewed by the Board of Zoning Appeals. A variance may be granted by the Board of Zoning Appeals only in cases involving practical difficulties when the evidence in the official record of the appeal supports all the following affirmative findings:

   i. That the alleged practical difficulties are peculiar to the property of the person requesting the variance by reasons of the physical and/or dimensional constraints of the building and/or site, and result from conditions which do not exist generally throughout the City;

   ii. That the granting of the requested variance would not be materially detrimental to the property owners in the immediate vicinity;

   iii. That the granting of the variance would not be contrary to the general objectives of this Chapter and is in keeping with the spirit and intent of this ordinance; and

   iv. That granting the variance will result in substantial justice being done, considering the public benefits intended to be secured by this Chapter, the individual hardships that will be suffered by a failure of the Board of Zoning Appeals to grant a variance, and the rights of others whose property would be affected by the allowance of the variance.

v. In granting a variance, the Board of Zoning Appeals may attach such conditions as it may deem reasonably necessary to promote the spirit and intent of the Zoning Ordinance and the conditions specified in the sign ordinance, Chapter 86, Article 02, Section 2.06.

G. Miscellaneous:

1. No order of the Board of Zoning Appeals permitting the erection or alteration of buildings shall be valid for a period longer than one year, unless a building permit for such erection or alteration is obtained within such period and such erection or alteration is commenced and proceeds to completion in accordance with the terms of such permit.
2. No order of the Board of Zoning Appeals permitting a use of a building or premises shall be valid for a period longer than one year unless such use is established within such period; provided, however, that if the use of such permit is dependent upon the erection or alteration of a building, such order shall continue in full force and effect if a building permit for such use, erection or alteration is obtained within such period and such erections or alterations are commenced and proceed to completion in accordance with the terms of such permit.

CITY OF BIRMINGHAM
BOARD OF ZONING APPEALS
RULES OF PROCEDURE

ARTICLE I - Appeals

A. Appeals may be filed under the following conditions:

1. A property owner may appeal for variance, modification or adjustment of the requirements of the Zoning Ordinance.

2. A property owner may appeal for variance, modification or adjustment of the requirements of the Sign Ordinance.

3. Any aggrieved party may appeal the decision of the Planning Board and/or the Building Official in accordance with the City of Birmingham Zoning Ordinance, Article Eight, Section 8.01 (D) Appeals. If an appellant requests a review of any determination of the Building Official, a complete statement setting forth the facts and reasons for the disagreement with the Building Official's determination shall include the principal point, or points on the decision, order or section of the ordinance appealed from, on which the appeal is based.

B. Procedures of the Board of Zoning Appeals (BZA) are as follows:

1. Regular BZA meetings, which are open to the public, shall be held on the second Tuesday of the month at 7:30 P.M. provided there are pending appeals. There will be a maximum of seven appeals heard at the regular meeting which are taken in the order received. If an appeal is received on time after the initial seven appeals have been scheduled, it will be scheduled to the next regular meeting.

2. All applications for appeal shall be submitted to the Community Development Department on or before the 12th day of the month preceding the next regular meeting. If the 12th falls on a Saturday, Sunday, or legal holiday, the next working day shall be considered the last day of acceptance.

3. All property owners and occupants within 300 feet of the subject property will be given written notice of a hearing by the City of Birmingham.

4. See the application form for specific requirements. If the application is incomplete, the BZA may refuse to hear the appeal. The Building Official or City Planner may require the applicant to provide additional information as is deemed essential to fully advise the Board in reference to the appeal. Refusal or failure to comply shall be grounds for dismissal of the appeal at the discretion of the Board.

5. In variance requests, applicants must provide a statement that clearly sets forth all special conditions that may have contributed to a practical difficulty that is preventing a reasonable use of the property.

6. Where the Birmingham Zoning Ordinance requires site plan approval of a project by the City Planning Board before the issuance of a building permit, applicants must obtain preliminary site plan approval by the Planning Board before appeal to the BZA for a variance request. If such appeal is granted by the BZA, the applicant must seek final site plan and design review approval from the Planning Board before applying for a building permit.

7. An aggrieved party may appeal a Planning Board decision. Such appeal must be made within 30 days of the date of the decision. The BZA, in its discretion, may grant additional time in exceptional circumstances.

8. Appeals from a decision of the Building Official shall be made within 30 days of the date of the order, denial of permit, or requirement or determination contested. The BZA, in its discretion, may grant additional time in exceptional circumstances.

9. An appeal stays all proceedings in accordance with Act #110, Public Acts of 2006, Article VI, Section 125.3604 (3).

C. The order of hearings shall be:

1. Presentation of official records of the case by the Building Official or City Planner as presented on the application form.

2. Applicant's presentation of his/her case—the applicant or his/her representative must be present at the appeal hearing.

3. Interested parties' comments and view on the appeal.

4. Rebuttal by applicant.

5. The BZA may make a decision on the matter or request additional information.

D. Motions and Voting

1. A motion is made to either grant or deny a petitioner's request
    a) For a motion to grant or deny a non-use variance request, the motion must receive four (4) affirmative votes to be approved.
    b) For a motion to grant or deny a use variance request, the motion must receive five (5) affirmative votes to be approved.
    c) For a motion to grant or deny an appeal of a decision or order by an administrative official or board, the motion must receive four (4) affirmative votes to be approved.

2. When a motion made is to approve or deny a petitioner's request and if there is a tie vote, then the vote results in no action by the board and the petitioner shall be given an opportunity to have his or her request heard the next regularly scheduled meeting when all the members are present.

3. When there are less than seven (7) members of the board present for a meeting, then a petitioner requesting a use variance shall be given an opportunity at the beginning of the meeting to elect to have it heard at the next regularly scheduled meeting.

4. When there are less than six (6) members present for a meeting, then all petitioners shall be given an opportunity at the beginning of the meeting to elect to have the request heard at the next regularly scheduled meeting.

ARTICLE II - Results of an Appeal

A. The Board may reverse, affirm, vary or modify any order, requirement, decision or determination as in its opinion should be made, and to that end, shall have all the powers of the officer from whom the appeal has been taken.

B. The decisions of the Board shall not become final until the expiration of five (5) days from the date of entry of such orders or unless the Board shall find that giving the order immediate effect is necessary for the preservation of property and/or personal rights and shall so certify on the record.

C. Whenever any variation or modification of the Zoning Ordinance is authorized by resolution of the BZA, a Certificate of Survey must be submitted to the Community Development Department with the building permit application. A building permit must be obtained within one year of the approval date.

D. Failure of the appellant, or his representative, to appear for his appeal hearing will result in the appeal being adjourned to the next regular meeting. If, after notice, the appellant fails to appear for the second time, it will result in an automatic withdrawal of the appeal. The appellant may reapply to the BZA.

E. Any applicant may, with the consent of the Board, withdraw his application at any time before final action.

F. Any decision of the Board favorable to the applicant is tied to the plans submitted, including any modifications approved by the Board at the hearing and agreed to by the applicant, and shall remain valid only as long as the information or data provided by the applicant is found to be correct and the conditions upon which the resolution was based are maintained.

ARTICLE III - Rehearings

A. No rehearing of any decision of the Board shall be considered unless new evidence is submitted which could not reasonably have been presented at the previous hearing or unless there has been a material change of facts or law.

B. Application or rehearing of a case shall be in writing and subject to the same rules as an original hearing, clearly stating the new evidence to be presented as the basis of an appeal for rehearing.

I certify that I have read and understand the above rules of procedure for the City of Birmingham Board of Zoning Appeals.

_____

Signature of Applicant

CITY AND VILLAGE ZONING ACT (EXCERPT)
Act 207 of 1921

***** *125.585 THIS SECTION IS REPEALED BY ACT 110 OF 2006 EFFECTIVE JULY 1, 2006* *****

125.585 Board of appeals; rules governing procedure; appointment and terms of members; powers and duties of board; appeals; variances; remuneration; finality of decision; judicial review.

Sec. 5. (1) The legislative body of a city or village may act as a board of appeals upon questions arising under a zoning ordinance. The legislative body may establish rules to govern its procedure as a board of appeals. In the alternative, the legislative body may appoint a board of appeals consisting of not less than 5 members, each to be appointed for a term of 3 years. Appointments of the first members shall be for terms of 1, 2, and 3 years, respectively, so as nearly as possible to provide for the subsequent appointment of an equal number of members each year. After the initial appointments, each member shall hold office for the full 3-year term.

(2) Under procedures specified in the zoning ordinance, the legislative body of a city or village may appoint not more than 2 alternate members for the same term as regular members of the board of appeals. The alternate members may be called on a rotating basis as specified in the zoning ordinance to sit as regular members of the board of appeals in the absence of a regular member. An alternate member may also be called to serve 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. The alternate member called shall serve in the case until a final decision is made. The alternate member has the same voting rights as a regular member of the board of appeals.

(3) The board of appeals shall hear and decide appeals from and review any order, requirements, decision, or determination made by an administrative official or body charged with the enforcement of an ordinance adopted under this act. The board of appeals shall also hear and decide matters referred to the board or upon which the board is required to pass under an ordinance adopted under this act. For special land use and planned unit development decisions, an appeal may be taken to the board of appeals only if provided for in the zoning ordinance.

(4) In a city or village having a population of less than 1,000,000, the concurring vote of a majority of the members of the board is necessary to reverse an order, requirement, decision, or determination of an administrative official or body, or to decide in favor of the applicant a matter upon which the board is required to pass under an ordinance, or to effect a variation in an ordinance except that a concurring vote of 2/3 of the members of the board is necessary to grant a variance from uses of land permitted in an ordinance. In a city having a population of 1,000,000 or more, the concurring vote of 2/3 of the members of the board is necessary to reverse an order, requirement, decision, or determination of an administrative official or body, or to decide in favor of the applicant a matter upon which the board is required to pass under an ordinance, or to grant a variance in an ordinance.

(5) An appeal may be taken by a person aggrieved, or by an officer, department, board, or bureau of the city or village. In addition, a variance in an ordinance may be applied for and granted pursuant to section 4 of the uniform condemnation procedures act, 1980 PA 87, MCL 213.54, and this act. A board of rules or board of building appeals of a city or village may be enlarged to consist of not less than 5 members, and these may be appointed as the board of appeals as provided in this section.

(6) An appeal under this section shall be taken, within a time prescribed by the board of appeals by general rule, by filing, with the officer or body from whom the appeal is taken and with the board of appeals, a notice of appeal specifying the grounds for the appeal. The officer or body from whom the appeal is taken shall immediately transmit to the board all the papers constituting the record upon which the action appealed from was taken.

(7) An appeal under this section stays all proceedings in furtherance of the action appealed from unless the officer or body from whom the appeal is taken certifies to the board of appeals, after the notice of appeal is filed, that by reason of facts stated in the certificate, a stay would in the opinion of the officer or body cause imminent peril to life or property. If such a certification is filed, the proceedings shall only be stayed by a restraining order. A restraining order may be granted by the board of appeals or by the circuit court, on application, on notice to the officer or body from whom the appeal is taken and on due cause shown.

(8) The board of appeals shall fix a reasonable time for the hearing of the appeal and give notice of the appeal to the persons to whom real property within 300 feet of the premises in question is assessed, and to the occupants of single and 2-family dwellings within 300 feet. The notice shall be delivered personally or by mail addressed to the respective owners and tenants at the address given in the last assessment roll. If a

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tenant's name is not known, the term “occupant” may be used. Upon the hearing, a party may appear in person or by agent or by attorney.

(9) The board of appeals shall decide the appeal within a reasonable time. The board of appeals may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and shall make an order, requirement, decision, or determination as in the board's opinion ought to be made in the premises, and to that end shall have all the powers of the officer or body from whom the appeal is taken. If there are practical difficulties or unnecessary hardship in carrying out the strict letter of the ordinance, the board of appeals may in passing upon appeals grant a variance in any of its rules or provisions relating to the construction, or structural changes in, equipment, or alteration of buildings or structures, or the use of land, buildings, or structures, so that the spirit of the ordinance shall be observed, public safety secured, and substantial justice done.

(10) The board of appeals may impose conditions upon an affirmative decision, as provided in section 4c(2). The legislative body of a city or village may authorize the remuneration of the members of the board for attendance at each meeting.

(11) The decision of the board of appeals is final. However, a person having an interest affected by the zoning ordinance may appeal to the circuit court. Upon appeal, the circuit court shall review the record and decision of the board of appeals to ensure that the decision meets all of the following requirements:

(a) Complies with the constitution and laws of this state.

(b) Is based upon proper procedure.

(c) Is supported by competent, material, and substantial evidence on the record.

(d) Represents the reasonable exercise of discretion granted by law to the board of appeals.

(12) If the court finds the record of the board of appeals inadequate to make the review required by this section, or that additional material evidence exists that with good reason was not presented to the board of appeals, the court shall order further proceedings before the board of appeals on conditions that the court considers proper. The board of appeals may modify its findings and decision as a result of the new proceedings, or may affirm the original decision. The supplementary record and decision shall be filed with the court.

(13) As a result of the review required by this section, the court may affirm, reverse, or modify the decision of the board of appeals.

History: 1921, Act 207, Imd. Eff. May 17, 1921;—CL 1929, 2637;—Am. 1941, Act 306, Eff. Jan. 10, 1942;—Am. 1947, Act 272, Eff. Oct. 11, 1947;—CL 1948, 125.585;—Am. 1952, Act 97, Eff. Sept. 18, 1952;—Am. 1968, Act 202, Eff. Nov. 15, 1968;—Am. 1973, Act 204, Imd. Eff. Jan. 11, 1974;—Am. 1978, Act 638, Eff. Mar. 1, 1979;—Am. 1979, Act 180, Eff. Mar. 18, 1980;—Am. 1986, Act 191, Imd. Eff. July 8, 1986;—Am. 2000, Act 20, Imd. Eff. Mar. 8, 2000.

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BIRMINGHAM

NOTICE OF INTENTION TO APPOINT TO THE MARTHA BALDWIN PARK BOARD

At the regular meeting of Monday, March 9, 2026, the Birmingham City Commission intends to appoint the following positions to the Martha Baldwin Park Board:

- Two regular members to serve the remainder of four-year terms to expire May 1, 2028

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 4, 2026. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Duties

The Martha Baldwin Park Board is responsible for the control and management of the Martha Baldwin Park. Members must be electors in the City of Birmingham.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications Members must be electors in the City of Birmingham.
David Krivan	30-year resident and registered voter with a Master's of Business Administration from Michigan State University.

SUGGESTED COMMISSION ACTION:

To appoint _____ as a regular member to the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2028.

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

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#124]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Mon, Feb 16, 2026 at 10:28 AM
Reply-To: no-reply@wufoo.com
To: clerksOffice@bhamgov.org

Board/Committee of Interest	Martha Baldwin Park
Specific Category/Vacancy on Board (see below)	Vacancy
Name	David Krivan
Residential Address	832 Madison Street Birmingham, Michigan 48009-5745 United States
Phone Number *	(248) 659-2800
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.**	dkrivan71@gmail.com
Length of Residence	30+ years
Occupation	Business Professional
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	Interested in supporting city government and thought this Board would be an excellent start.
List your related employment experience	30+ year career with a broad range of functional experiences.
List your related community activities	Active in Walk for ALZ
List your related educational experience	MBA from MSU BA from Albion Certificate "Leading for Results", Insead, France
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

MARTHA BALDWIN PARK BOARD

Chapter 78 - Section 78-56 Ordinance No. 65, Adopted May 10, 1915
Term: four years
Appointed by the City Commission

Qualifications: The board shall consist of four persons who shall be electors of the city.

Duties: The control and management of the Martha Baldwin Park shall be vested in the Martha Baldwin Park Board. (Section 78-56)

Last Name	First Name	Home Business Fax E-Mail	Appointed	Term Expires
Cillette 195 E Southlawn blvd	**Nicole**	312-937-7920 *cillette@gmail.com*		5/1/2027
Forrester 1252 S. Bates	**Linda**	(248) 761-2367 *linozfor@att.net*	6/26/2023	5/1/2027
Vacant				5/1/2028
Vacated	**5/1/2024**			5/1/2028

ARTICLE III. - MARTHA BALDWIN PARK BOARD

Footnotes:
*--- (**3**) ---*
***Cross reference—** Boards and commissions, § 2-171 et seq.*

Sec. 78-56. - Scope.

The control and management of the Martha Baldwin Park shall be vested in the Martha Baldwin Park Board.

(Code 1963, § 3.11)

Sec. 78-57. - Continuance of board.

The Martha Baldwin Park Board, heretofore established, is hereby continued in full force and effect.

(Code 1963, § 3.11)

Sec. 78-58. - Composition, appointment, terms.

The Martha Baldwin Park Board shall consist of four persons who shall be electors of the city, one of whom shall be appointed to office each year by the city commission to hold office from May 1 of the year in which appointed for a term of four years.

(Code 1963, § 3.11; Ord. No. 2180, 5-9-16)

Sec. 78-59. - Filling vacancies, removal of member.

Any vacancy occurring in the membership of the Martha Baldwin Park Board shall be filled for the remainder of the unexpired term by the city commission. The commission may remove any member of the board for cause.

(Code 1963, § 3.11)

Sec. 78-60. - Compensation.

The members of the Martha Baldwin Park Board shall serve without compensation therefor.

(Code 1963, § 3.11)

Sec. 78-61. - Tax for park purposes.

The city commission shall each year appropriate and raise by general tax not less than the sum of $25.00, which sum shall be expended for the improvement and maintenance of Martha Baldwin Park.

(Code 1963, § 3.11)

Secs. 78-62—78-80. - Reserved.

City Commission Minutes
Monday, February 23, 2026 - 7:00 p.m.
151 Martin Street, Birmingham
City Commission Room 205
Vimeo Link: https://vimeo.com/1167498641

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1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Clinton Baller, Mayor, opened the meeting with the Pledge of Allegiance.

2. ROLL CALL

City Clerk Bingham called the roll.

Present: Mayor Clinton Baller
Temporary Mayor Pro Tem Therese Longe
Commissioner Andrew Haig
Commissioner Brad Host
Commissioner Kevin Kozlowski
Commissioner William Kolb

Absent: Mayor Pro Tem Anthony Long

Staff: Assistant City Manager Clemence; Assistant City Manager Fairbairn, City Clerk Bingham, Finance Director Chavez, City Engineer Coatta, Planning Director Dupuis, City Attorney Gaudenzi, City Attorney Kucharek

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

ANNOUNCEMENTS

Oakland County Treasurer's Office Foreclosure Prevention

Birmingham Public Portal

APPOINTMENTS

02-031-26 Nomination of Temporary Mayor Pro Tem

MOTION: Motion by Baller:

To nominate Commissioner Longe for the appointment.

VOICE VOTE
Ayes: Longe, Baller, Kozlowski, Kolb
Nays: Haig, Host
Recused: None

02-032-26 2026 Student Board Appointments to City Boards and Committees

The present students were interviewed for the appointments.

MOTION: Motion by Longe:
To make a motion adopting a resolution to appoint the following students as non-voting student members for the calendar year 2026: Claire Aikins to the Historic District Commission/Design Review Board, Antonia Lawrence to the Museum Board, and Sienna Weinberg to the Parks and Recreation Board.

VOICE VOTE
Ayes: Longe, Baller, Host, Kozlowski, Kolb, Haig
Nays: None
Recused: None

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

Zach Weaver spoke regarding stormwater runoff onto his property from a neighbor's property.

Danielle Mallon commented that the Commission should pass a resolution to prohibit United States Immigrations and Customs Enforcement, United States Customs and Border Protection, and United States Department of Homeland Security activity on City of Birmingham property without a judicial warrant, and that the Commission should pass a resolution prohibiting the City from participating in the 287(g) Program.

5. CONSENT AGENDA

02-033-26 Consent Agenda

MOTION: Motion by Longe, seconded by Kolb:
To advance the consent agenda, excluding the items that have been removed: K and Q.

ROLL CALL VOTE
Ayes: Longe, Baller, Host, Kozlowski, Kolb, Haig
Nays: None
Recused: None

A. Resolution to approve the City Commission workshop meeting minutes of February 9, 2026.

B. Resolution to approve the regular City Commission meeting minutes of February 9, 2026.

C. Resolution to approve the warrant list, including Automated Clearing House, dated February 11, 2026, in the amount of $4,581,215.73.

D. Resolution to approve the warrant list, including Automated Clearing House, dated February 19, 2026, in the amount of $302,176.55.

E. Resolution to approve a Special Event permit as requested by the Huntington's Disease Society of America to hold Yoga in the Park on June 20, 2026, contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

F. Resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold Birmingham Movie Nights on Fridays June 5, July 10, August 7, and September 4, (with rain dates of June 6, July 11, August 8, and September 5), 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

G. Resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Birmingham Cruise Event on August 15, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

H. Resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Day on the Town event on July 25, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

I. Resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Birmingham Farmers Market on Sundays from May 3 – October 25, 2026 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.

J. Resolution to approve the addendum to extend the contract with Bob Adams Towing for towing and storage of impounded, abandoned, accident and other motor vehicles until February 26th, 2028. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

L. Resolution to join the Clinton River Watershed's WaterTowns Initiative.

M. Resolution to make a motion adopting an ordinance to repeal City Code, Chapter 54, Fire Prevention and Protection, Article II, Fire Prevention Code, Section 54-32 - Extinguishing system, in its entirety.

N. Resolution to approve the 123 Net Conduit Lease Agreement. In addition, authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

O. Resolution to set a public hearing date of March 23, 2026 to consider the Special Land Use Permit, Final Site Plan & Design Review application for 600 N. Old Woodward Suites 101 & 203 - Old World Pizza.

P. Resolution to approve the contract with Wiss, Janney, Elstner Associates, Inc. (WJE) in the amount of $155,000 for professional consulting and design services for the Chester Street Parking Structure Aesthetic and Lighting Improvements.

6. CITY MANAGER'S REPORT

ACM Clemence presented the report.

7. UNFINISHED BUSINESS

None.

8. NEW BUSINESS

02-034-26 Public Hearing of Necessity for Staircase Special Assessment District (SAD) - 2025 and 2026 Asphalt Resurfacing Program

The Mayor opened the public hearing at 7:21 p.m.

CE Coatta presented the item.

John Miller, 544 Brookside, commended staff for their work, commented that staff should solicit input from residents first and integrate those comments into initial designs for projects like these, opposed being individually assessed for the stairs in front of his home, supported the City maintaining this and

similar features throughout the neighborhood, and commented regarding other unique characteristics of the neighborhood.

Seeing no further public comment, the Mayor closed the public hearing at 7:34 p.m.

Staff answered questions and Commissioners discussed the following regarding the item:

- Former City Manager Markus expressed his support in 2021 for replacing the retaining wall.
- The City could adjust the special assessment district to remove Mr. Miller's stairs from the proposed project.
- Creating ADA access would be required as part of this project.
- An ADA-compliant ramp would not align with the historic context of the neighborhood, which is a concern.
- This project may not be necessary right now, the City should be particularly careful with its spending at present, and questions about how this project might affect the neighborhood's character have arisen. More consideration would be appropriate.
- Alternatively, the wall is compromised and this project is necessary at present.
- This item is regarding the repair of the stairs, and not regarding the retaining wall. It might be appropriate to adjourn this item until the retaining wall is before the Commission.

MOTION: Motion by Longe, seconded by Host:
To adjourn this matter and to reconsider it when the retaining wall project is presented so that we can discuss them relative to each other.

ROLL CALL VOTE
Ayes: Haig, Host, Kolb, Kozlowski, Baller, Longe
Nays: None
Recused: None

02-035-26 Public Hearing of Necessity for Cape Seal Special Assessment District (SAD) - 2026 Cape Seal Program

The Mayor opened the public hearing at 7:53 p.m.

CE Coatta and staff presented the item.

Noah Miller, resident of Oak, protested the special assessment and commented that Oak should be treated as a major road and should have a different cost share.

Guy Diplacido, 726 Lakeside, protested the special assessment and supported bonding contractors in order to repair the road surfaces they may damage so that residents might be charged proportionately less.

Nancy Rothfeder, 690 N. Glenhurst, protested the special assessment and commented that Glenhurst was damaged during construction on Oak, making it consequently unfair to charge residents of

Glenhurst to repair the road.

Michelle Areeda, 450 Oak #201, protested the special assessment, supported reconsidering the City's cost splits for special assessment districts, and commented her confusion regarding why the City might pay for retaining wall repairs and not for the entirety of road repairs.

Alan Rothfeder, 690 N. Glenhurst, concurred with his neighbors and asked why Glenhurst north of Oak was improved without costs to the residents at the time.

John Deplanche, 450 Oak #202, protested the special assessment and supported the addition of curbs if cape seal is used for the road surface on Oak.

Mark Pierret, 1083 Northlawn, protested the special assessment and recommended a different cost split for repairs of Northlawn given its use.

Jonathan Schreiber, 1231 Northlawn, protested the special assessment, supported traffic calming on Northlawn, supported Northlawn being treated like a major road for cost split purposes, commented that part of Northlawn may have been capesealed in 2019, and commented that traffic to Birmingham Country Club may be affecting Northlawn's road surface.

Jay Shell, 1121 Northlawn, protested the special assessment, asked how often builders' bonds are used for road reconstruction, commented regarding improved and unimproved roads, commented regarding Northlawn's road surface, and supported Northlawn being treated as a major road.

Joseph Ciemniecki, 1098 Northlawn, protested the special assessment and supported traffic calming and traffic reduction for Northlawn.

Gary Oudersluys, 955 Northlawn, protested the special assessment and supported reevaluating how benefit is calculated for special assessment districts.

Tim Tapert, 551 Oak, commented that adding curbs and asphalt would increase the costs of the special assessment and that improving Oak could increase speeds.

Evamarie Voss, 450 Oak #302, protested the special assessment.

Ross Kaplan, 635 Oak, protested the special assessment and supported the trucks that carry dredged material from Quarton Lake in using another route besides Oak.

Josh Wegener, 956 Northlawn, protested the special assessment.

The Karrys of 559 Glenhurst protested the special assessment and commented that the Bloomfield Road improvement may have increased the number of vehicles that travel Glenhurst.

Jeanette Niemisto, 320 Lakeside, protested the special assessment, supported postponing the project

due to nearby home construction, commented regarding bonds collected from builders, and commented regarding the long and short sides of her property.

Seeing no further public comment, the Mayor closed the public hearing at 8:56 p.m.

Staff answered questions and Commissioners discussed the following regarding the item:

- The Commission is pursuing the development of an infrastructure master plan to address a number of the matters raised by residents during this and other public hearings.
- This public feedback was valuable and the Commission noted a number of matters to look into further, including compensation from builders for road damage, concerns about safety issues, truck routing, and parking.
- The City has done an 85-15% split for unimproved road repairs since 1948. Circumstances on a given street would have to be relatively extraordinary to deviate from that split. Oak may qualify because of how much traffic it has, and because it qualifies as a major street.

MOTION: Motion by Kozlowski, seconded by Haig:
WHEREAS, Notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property and lots to be assessed, by first class mail, and by publication in a newspaper generally circulated in the City; and

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project of resurfacing unimproved roads by method of pulverizing, cement stabilization, spray patching, and capeseal surface, and replacement of City sidewalk ramps; and

WHEREAS, The City has previously established a policy to defray the costs of Cape Seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that are benefiting from this treatment; and

WHEREAS, The City Commission, after the public hearing, has determined that the 2026 Cape Seal Program is a necessity and is in the best interest of the City and will specially benefit the properties included in the Special Assessment District; and

WHEREAS, The Commission has approved the detailed plans and estimates of cost prepared by the City Engineer, except for those provided addresses on Oak Avenue – Greenwood to Old Woodward, which will now change and be advertised accordingly in the confirmation of the roll, but to the benefit of those residents on Oak; and

WHEREAS, Proposed costs by change order have been received and the costs of the unimproved roads resurfacing have been determined; and

WHEREAS, The City Engineer has determined the boundaries of the road resurfacing and sidewalk ramp replacement located within the limits of the following streets shall be installed as part of the 2026 Cape Seal Program (Contract #5-26(P)):

Oak Avenue – Greenwood to Old Woodward; and
Lakeside Drive – Oak to Millrace; and

N Glenhurst Drive– Oak to Pine; and
Northlawn Boulevard – Rouge River to Southfield Road; and

WHEREAS, The formula used in making the assessment is 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement, 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement, 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement, and 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement for resurfacing of the unimproved roads and replacement of sidewalk ramps to meet ADA compliance (calculated at the rate of $40.83 per foot for properties on streets that will be pulverized, cement stabilization, and cape seal resurfaced), except for those properties on Oak Avenue as listed on page 8B of page 301 of the agenda packet, which will be assessed at 50% of the front foot costs for residential properties 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement, 50% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement, and 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement for resurfacing of the unimproved roads and replacement of sidewalk ramps to meet ADA compliance (calculated at the rate of $40.83 per foot for properties on streets that will be pulverized, cement stabilization, and cape seal resurfaced); and,

THEREFORE LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will benefit the properties listed in the assessment roll is a necessity, and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the City Commission for confirmation and further set a Public Hearing for Confirmation of the Roll on March 9, 2026 and give notice for same, as depicted, all Sidwell numbers, street addresses, cape seal assessments, except as otherwise stated above, as found on section 8B of the agenda pages 301, 302, 303, and 304.

Commissioners discussed the following regarding the motion:

- The amount collected from builders for bonds for potential road repairs during home construction, and the definitions of local and major streets.
- Given the amount of traffic, it might be appropriate to have affected Oak residents pay the equivalent of 50% of a cape seal process and to have the City pay the remainder to fully improve Oak Avenue – Greenwood to Old Woodward. Northlawn should also be split 50-50% because government should pay for public services, safety, utilities, and roads.
- While there is reason to fully improve Oak Avenue – Greenwood to Old Woodward in the future, those changes could not occur by summer 2026 when the project is due to start.
- The road should be capesealed for now to improve driving experience. It should also be fully improved in the future. When and how that occurs should be decided as part of the infrastructure master plan process.
- Many other municipalities also do an 85-15% cost split for road improvements. The City has discussed bonding as another option, though that raises fairness concerns for the residents who already paid 85% to have their roads improved with the understanding they would not have to pay for road maintenance again.
- The City aims to capeseal roads every ten years, though in practice it is closer to 15.
- The capeseal cost split is what all Birmingham neighbors on capesealed roads have done dating back to 1948.

- The Commission will continue working towards developing an infrastructure master plan. In the interim, this work still needs to be completed.
- Oak is a state-designated major road. Wimbleton is also a state-designated major road, and a 50-50% cost split was implemented for Wimbleton as well.

Public Comment
Ed Pollack, 692 Oak, supported the motion.

Ms. Areeda supported the motion, further commenting that safety and road improvements should be the responsibility of the City.

ROLL CALL VOTE
Ayes: Haig, Kolb, Kozlowski, Baller, Longe
Nays: Host
Recused: None

The Commission entered into, and returned from, recess.

02-036-26 Agreement Between the City of Birmingham and Next – Your Place to Stay Active & Connected Regarding 400 E. Lincoln Street

CA Kucharek presented the item.

Public Comment
David Underdown commented regarding some of the individuals who have been important to Next's work and regarding the value of supporting seniors in the community.

MOTION: Motion by Longe, seconded by Kozlowski:
To approve the Agreement Between the City of Birmingham and Next – Your Place to Stay Active & Connected Regarding 400 E. Lincoln Street, and further to direct the Mayor and City Clerk to sign the Agreement.

Commissioners discussed the following regarding the motion:

- Whether including a 'morals clause' in the lease would be appropriate, and whether the lease should be ten years with additional five year options.
- The 30 year lease offering makes sense, since Next has been operating for at least that amount of time and the City hopefully intends to offer senior services for at least another 30 years.
- With a 30 year lease in place, Next and its donors would be more incentivized to invest in the space.
- To resolve the differences in preferred lease duration, it might be possible to keep a 30 year lease with defined review periods.
- The interlocal agreement might sufficiently offer defined review periods.
- Section Nine, 'Termination for Reasons Other Than Default' adequately covers anything that

would be covered under a 'morals clause'.
- Having this information provided to the Commission well in advance of this meeting was helpful. Doing the same for similarly complex topics in the future would also be helpful.
- This lease is different from a commercial lease, because the City's goal in offering this lease is supporting Next, not profit generation.
- This is a fair and acceptable proposal, and would result in progress for both Next and the City.
- On page seven, item nine, it could be helpful to clarify Next's manner, form, and substance. Next's own description of its purpose could be used.
- Alternatively, listing Next's obligations in this lease could amount to dictating specific activities and their frequency, which is not necessary. Page seven, item nine sufficiently obligates Next to provide senior community, engagement, education, and support without micromanaging how those obligations are met. If those obligations are not met, the City can evaluate how to proceed.
- Alternatively, noting Next's obligations by including its own description of its purpose and bylaws would not likely be excessively prescriptive.
- The lease includes sufficient language for addressing potential future changes in the relationship between the City and Next.

Public Comment
Cris Braun, Director of Next, thanked all involved for their work and supported the proposed lease terms.

ROLL CALL VOTE
Ayes: Haig, Kozlowski, Baller, Longe
Nays: Host, Kolb
Recused: None

02-037-26 Proposed Design for North Old Woodward Avenue from Oak Street to Woodward Avenue

CE Coatta presented the item.

Staff answered questions and Commissioners discussed the following regarding the item:
- Updated signage heading southbound on Old Woodward could help clarify how drivers should be using the right two lanes.
- Starting after Dream Cruise might end up with this project being affected by winter weather if it continues into November. Staff should explore options for minimizing the risk that this project continues into November.
- Concept two might be better because of the way it addresses turning into the gas station, because concept one removes a meaningful amount of road for greenbelt, and because concept two has a useful left turn lane.
- If the right turn lane could be shortened a bit, it might be possible to retain one more parking space in front of the condominiums.

- If it were possible and would not inconvenience nearby residents, the far northbound lane could become the left turn lane, the present northbound left turn lane could become a straight lane, and the east side of the roadway could be modified for additional parking.
- The bumpout in front of the parking by Bloomfield Court protects the parked vehicles.
- It would be worth exploring whether the evergreen trees could be moved to offer more parking as well. If the parking were free, it might be used by employees in town who otherwise face difficulty paying for parking.
- Staff should also explore whether there might be any space to add and screen some parking amongst trees on a permeable gravel lot.
- Adding metered parking to the north end of Old Woodward might also be useful.
- The Pearl was required by the Commission to put up signs inviting their retail customers to park internally, and that has not occurred.
- This plan would create two bus stops within approximately 100 yards. One is also immediately after an intersection. There is no shelter on either stop right now, and the Planning Department received a grant to add a shelter to the bus stop to the south.
- Staff might consider whether one of those bus stops could be turned into parking spaces.

MOTION: Motion by Longe, seconded by Kolb:
To make a motion adopting a resolution to approve the proposed Concept 2 for the North Old Woodward Project, and to investigate adding additional parking as discussed.

ROLL CALL VOTE
Ayes: Host, Kolb, Haig, Kozlowski, Baller, Longe
Nays: None
Recused: None

Commission Items for Future Discussion

Commissioner Host made a motion to discuss the City's policy regarding developers' responsibility for lost parking revenue and inconvenience of shutting down public roads during construction.

Other Commissioners noted this matter had previously been voted on and implemented. Motion died for lack of a second.

02-038-26 Report on Potential DHS – City Interactions

MOTION: Motion by Baller, seconded by Haig:
To make a motion regarding what if the Department of Homeland Security comes to town. I would like a report on that and that is something we probably ought to discuss.

ROLL CALL VOTE
Ayes: Host, Kolb, Kozlowski, Baller, Longe
Nays: Haig
Recused: None

02-039-26 City Procedure Regarding Builders' Bonds and Road Repair

MOTION: Motion by Baller, seconded by Host:
To discuss the bonds that we take from contractors and how we capture some of that money and then what we do with that money, and the notion that we might look at the whole street, and if it is even possible, to determine the extent to which maybe the street has been damaged by a particular project, and if we keep that money, what do we do with it.

ROLL CALL VOTE
Ayes: Haig, Host, Kolb, Kozlowski, Baller, Longe
Nays: None
Recused: None

02-040-26 Number of Required Parking Spaces in Former Parking Assessment District

MOTION: Motion by Kolb, seconded by Host:
To know, based on current density, the number of parking spaces required in the old Parking Assessment District (PAD).

Commissioners discussed the following regarding the motion:

- It was too broad.
- There would not be an outcome from the motion that would create parking.
- The motion seemed to be asking the cumulative required number of parking spaces for all of the buildings included in the former PAD.

ROLL CALL VOTE
Ayes: Haig, Host, Kolb
Nays: Kozlowski, Baller, Longe
Recused: None

Motion failed.

Commission discussion on items from a prior meeting

None.

02-041-26 Closed Session Pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act

MOTION: Motion by Longe, seconded by Kozlowski:
To meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled The City of Birmingham v The Community House Association, Birmingham, Michigan, Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren.

ROLL CALL VOTE
Ayes: Host, Kolb, Long, Kozlowski, Baller, Longe
Nays: None
Recused: Haig

The Commission entered into closed session at 10:45 p.m. and returned from closed session at 11:20 p.m.

The Mayor stated the following:

> We are happy to give you a brief update. Since our last update, we received a letter from the attorneys for The Community House, who renewed the invitation to have us make an offer on the building.
>
> They gave us a tour of the building just this morning. They have provided us with some information about its maintenance, and have said they will sit down with us to discuss an offer.
>
> Their invitation, however, included a timeline that would be difficult for any governmental body to meet, but we are hopeful that they will recognize our good faith, that we too see that time is of the essence, and give us the grace necessary to carry out our responsibilities.
>
> With everything we do on this matter, including with our lawsuit, the City's singular goal is to see that the property's deed and the association's founding documents are honored. Those documents dictate that the building be used as a center for civic, social, and philanthropic activities for the residents of the City of Birmingham, and if the Community House Association dissolves or abandons its charitable purpose, that the building be given to another nonprofit organization within the City of Birmingham, or leased to the City at a nominal rate.
>
> If we have updates before our next meeting, we will send them out on our social media and other channels.

9. REMOVED FROM CONSENT AGENDA

Items K and Q should be addressed at a future meeting.

10. COMMUNICATIONS

A. Communications regarding the Community House

11. REPORTS

A. Commissioner Reports
    1. Notice of Intention to Appoint to the Multi-Modal Transportation Board
B. Commissioner Comments

The Mayor noted that discussions are occurring regarding the YMCA possibly using the portions of 400

E. Lincoln that would otherwise be vacant to continue serving the community. He said the community would continue to receive updates on those discussions.

The Mayor reported back from a presentation on waste management given by the Southeast Oakland County Mayors' Association (SOCMA), noted that educating residents on the importance of composting and recycling would be valuable, and requested that the SOCMA report be linked on the City's website.

The Mayor noted that having all of the City's financial information available online is proof of the City's commitment to transparency in governance and of the Commission's oversight of the City's finances. He encouraged the Commissioners to review the financial information on the portal intermittently.

C. Advisory Boards, Committees, Commissions' Report
D. Legislation
E. City Staff
    1. 2nd Quarter Financial Report
    2. 2nd Quarter Investment Report
F. SOCWA Second Quarterly Report

12. ADJOURN

The Commission motioned to adjourn at 11:22 p.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

City of Birmingham
Warrant List Dated 02/25/2026

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
307999	*	000855	48TH DISTRICT COURT	500.00
308000	*	000855	48TH DISTRICT COURT	309.00
308001		BDREFUND	AAMIR BUTT	1,000.00
308002		007266	AETNA BEHAVIORAL HEALTH LLC	579.09
308003		BDREFUND	ALIMOFF BUILDING & DEVELOPMENT LLC	800.00
308004		006324	ALTA CONSTRUCTION EQUIPMENT LLC	912.33
308005	*	007033	APPLIED INNOVATION	14,754.82
308006	*	006759	AT&T	210.85
308007	*	006759	AT&T	437.26
308008	*	003703	AT&T MOBILITY	1,199.58
308009		BDREFUND	BEDIENT CONSTRUCTION	100.00
308010		BDREFUND	C E Gleeson Constructors	700.00
308011	*	009078	CANON SOLUTIONS AMERICA INC	99.30
308012		007732	CAPITAL TIRE, INC.	1,524.00
308013		BDREFUND	CARDINAL PROPERTY SERVICES LLC	200.00
308014	*	TAXMISC	CARLA SUE WHITNEY	859.30
308015		000595	CARRIER & GABLE INC	2,319.60
308016		BDREFUND	CICHOSKI, MATTHEW DAVID	100.00
308017	*	001086	CITY OF BIRMINGHAM	1,000.00
308018		009167	COL'S FAMILY RESTAURANT	125.25
308019		BDREFUND	CONSTANTINE CONSTRUCTION INC	100.00
308020	*	000627	CONSUMERS ENERGY	18,985.06
308021		009815	CULLIGAN OF ANN ARBOR/DETROIT	42.95
308022	*	MISC	DANIELLE DEVESON	15.55
308023		000233	DEAN SELLERS	1,506.04
308024		009130	DOG WASTE DEPOT	1,245.24
308025	*	000179	DTE ENERGY	194.00
308026		000179	DTE ENERGY	17.41
308027	*	000179	DTE ENERGY	2,037.88
308028	*	000179	DTE ENERGY	60.64
308029	*	000179	DTE ENERGY	437.94
308030	*	000179	DTE ENERGY	7,139.44
308031	*	000179	DTE ENERGY	2,351.83
308032	*	000179	DTE ENERGY	6,090.36
308033	*	000179	DTE ENERGY	3,949.86
308034	*	000179	DTE ENERGY	17.41
308035	*	000179	DTE ENERGY	1,995.79
308036	*	000179	DTE ENERGY	37.61
308037	*	000179	DTE ENERGY	18.26
308038	*	000179	DTE ENERGY	48.79
308039	*	000179	DTE ENERGY	28.15
308040	*	000179	DTE ENERGY	211.68

City of Birmingham
Warrant List Dated 02/25/2026

Check Number	Early Release	Vendor #	Vendor	Amount
308041	*	000179	DTE ENERGY	399.91
308042	*	000179	DTE ENERGY	20.87
308043	*	000179	DTE ENERGY	31.97
308044	*	000179	DTE ENERGY	54.43
308045	*	000179	DTE ENERGY	244.84
308046	*	000179	DTE ENERGY	83.50
308047		BDREFUND	EUGEN SILVIU MUNTEAN	200.00
308048	*	000936	FEDEX	151.58
308049	*	007366	FIRST ADVANTAGE OCCUPATIONAL CORP	98.90
308050		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	400.00
308051		007173	FULLER APPRAISAL, L.L.C.	12,387.50
308052		BDREFUND	GREAT OAKS LANDSCAPE	300.00
308053		BDREFUND	GREWAL, AJITPAL S	200.00
308054	*	000249	GA BUSINESS PURCHASER LLC	356.62
308055		010180	HALLAHAN & ASSOCIATES, PC	28,029.60
308056		BDREFUND	HANSONS GROUP LLC	500.00
308057		MRREFUND	HARVRON BUILDING LLC	180.00
308058	*	001956	HOME DEPOT CREDIT SERVICES	1,617.89
308059		BDREFUND	HOME DEPOT USA INC	500.00
308060		BDREFUND	HOME INSPECTION PLUS INC	200.00
308061		009348	HUTSON, INC. OF MICHIGAN	786.80
308062	*	010155	IMPERIAL DADE	2,732.34
308063		BDREFUND	INGRAM ROOFING INC	100.00
308064		BDREFUND	INTERCITY NEON	200.00
308065		000342	INTERSTATE BATTERIES OF SE MICH	399.62
308066		006521	INTERSTATE BILLING SERVICE INC	644.26
308067		BDREFUND	JAMES J JOHNSON	100.00
308068	*	009403	JUSTIN ZAYID	768.00
308069		010065	K & M TIRE INC	404.00
308070		005291	KAESER & BLAIR INC	1,119.16
308071		BDREFUND	KENDALL DESIGN AND BUILD	500.00
308072	*	009133	KIMBERLY FENCE & SUPPLY INC	2,383.31
308073	*	009963	LAW OFFICE OF ROBERT J MORAD PLLC	384.00
308074		009375	LITHIA MOTORS, INC SUPPORT SERVICES	624.99
308075		BDREFUND	MAPLE ELM DEVELOPMENT CO II LLC	101,600.00
308076	*	009546	MASTERS TELECOM	64.35
308077	*	000369	MCMI	1,581.25
308078		010190	MICHIGAN DRONE ASSOCIATION	800.00
308079	*	007819	MICHIGAN STATE UNIVERSITY	75.00
308080	*	001677	STATE OF MICHIGAN-ELEVATOR	180.25
308081		000230	MIKE SAVOIE CHEVROLET INC	2,598.04
308082	*	000649	MML WORKERS' COMP FUND	95,714.00
308083		007163	MOBILE HEALTH RESOURCES	1,848.57

City of Birmingham
Warrant List Dated 02/25/2026

Check Number	Early Release	Vendor #	Vendor	Amount
308084		009915	OAKLAND COMMUNITY HEALTH NETWORK	14,293.29
308085	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	437.00
308086		001626	OXFORD OVERHEAD DOOR SALES CO.	300.00
308087	*	009949	SMALL LAW PLLC	512.00
308088		BDREFUND	ROLLYN ROBERT LLEWELLYN, III	500.00
308089		000218	ROYAL OAK P.D.Q. LLC	273.00
308090		002314	S.E.M.A.C.P.	225.00
308091	*	002806	SAM'S CLUB/SYNCHRONY BANK	443.16
308092		BDREFUND	SARGENT SERVICES LLC	100.00
308093		BDREFUND	SCRAFANO, CHARLES	100.00
308094		BDREFUND	SKYVIEW DETROIT	200.00
308095		005128	SOCPWA	360.00
308096		010144	BONDY LAW, PLLC	768.00
308097		BDREFUND	STATE & LIBERTY CLOTHING CO	100.00
308098		002809	STATE OF MICHIGAN	962.38
308099	*	008713	STEFAN SYTS	798.44
308100		BDREFUND	STERLING DEVELOPMENT CORP	250.00
308101	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	4,359.20
308102		BDREFUND	VAFA, VIDA	100.00
308103	*	007226	VALLEY CITY LINEN, INC	22.33
308104	*	000158	VERIZON WIRELESS	459.74
308105	*	000158	VERIZON WIRELESS	308.16
308106	*	000158	VERIZON WIRELESS	89.96
308107		004512	WOLVERINE POWER SYSTEMS	1,016.34
			SUBTOTAL PAPER CHECK	$362,805.82
ACH TRANSACTION				
15232	*	010185	PREMIER POLYSTEEL	2,121.14
15233		003708	AIRGAS USA, LLC	523.50
15234		007329	ALL AMERICAN ARENA PRODUCTS LLC	434.75
15235	*	000517	BEIER HOWLETT P.C.	49.50
15236	*	000517	BEIER HOWLETT PC	37,618.85
15237	*	007345	BEVERLY HILLS ACE	15.29
15238	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	3,302,221.16
15239		009183	BOB ADAMS TOWING	306.45
15239	*	009183	BOB ADAMS TOWING	85.00
15240	*	003282	LISA MARIE BRADLEY	398.25
15241	*	009326	CAPFINANCIAL PARTNERS, LLC	15,913.50
15242	*	009122	CLAIRE CHUNG	593.75
15243	*	007835	SARAH CHUNG	575.00
15244		000605	CINTAS CORPORATION	414.88
15245		000605	CINTAS CORPORATION	292.92
15246	*	000605	CINTAS CORPORATION	8.95

City of Birmingham
Warrant List Dated 02/25/2026

Check Number	Early Release	Vendor #	Vendor	Amount
15247		001750	COMERICA BANK - RETIREMENT	1,649.50
15247		001750	COMERICA BANK - RETIREMENT	313,287.42
15248		003176	COMERICA BANK - RHC	43.08
15248		003176	COMERICA BANK - RHC	16,682.00
15249		008486	CONNECTEDSIGN, LLC	651.82
15250		001367	CONTRACTORS CONNECTION INC	562.00
15251		009920	CORPORATE DINING CONCEPTS	279.00
15252		009195	CROWN CASTLE FIBER LLC	6,949.39
15253		009024	D.M. BURR GROUP	4,964.66
15254		009873	D/A CENTRAL INC.	4,453.39
15255	*	009340	DVM UTILITIES	20,500.00
15256		003801	JANA ECKER	524.00
15257	*	004574	FAIR-WAY TILE & CARPET, INC.	5,581.00
15258		000213	FIRE DEFENSE EQUIP CO INC	39.06
15259	*	007314	FLEIS AND VANDENBRINK ENG. INC	390.00
15260	*	009387	FRAIBERG & PERNIE PLLC	5,422.55
15261	*	010153	FRAIBERG, MATTHEW	1,600.00
15262	*	004604	GORDON FOOD	157.54
15263	*	000243	GRAINGER	303.21
15264	*	001672	HAYES PRECISION INC	90.00
15265		007927	MICHELLE HOLLO	700.00
15266	*	003824	THOMAS I. HUGHES	785.60
15267	*	008851	INSIGHT INVESTMENT	8,853.29
15268		000261	J.H. HART URBAN FORESTRY	36,455.53
15269	*	002576	JAX KAR WASH	110.00
15270		009298	JCR SUPPLY INC	377.65
15271	*	003458	JOE'S AUTO PARTS, INC.	1,288.97
15272	*	008827	KANOPY, INC	640.05
15273	*	009392	LAMB LEGAL CONSULTING SERVICES	768.00
15274	*	005550	LEE & ASSOCIATES CO., INC.	6,174.82
15275	*	003527	LOWER HURON SUPPLY CO INC	606.67
15276		002013	MIDWEST TAPE	8,065.13
15277	*	001194	NELSON BROTHERS SEWER	2,529.00
15278	*	007856	NEXT	1,122.80
15279	*	009706	NORTHSTAR MAT SERVICE	444.82
15280	*	006359	NYE UNIFORM COMPANY	354.70
15281	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	1,457,200.39
15282	*	002767	OSCAR W. LARSON CO.	510.49
15283	*	010154	PERNIE, ERIC	2,342.40
15284		000486	PLANTE & MORAN PLLC	10,070.00
15285		002852	QMI GROUP INC	20.00
15286	*	003554	RKA PETROLEUM	9,357.52
15287	*	001181	ROSE PEST SOLUTIONS	85.00

City of Birmingham
Warrant List Dated 02/25/2026

Check Number	Early Release	Vendor #	Vendor	Amount
15288	*	009939	RYAN KATZ	24.29
15289		000254	SOCRRA	81,619.00
15290		005787	SOUTHEASTERN EQUIPMENT CO. INC	3,255.90
15291		000273	TERMINAL SUPPLY CO.	507.55
15292	*	005806	ULINE	843.36
15293	*	009266	US SIGNAL COMPANY LLC	5,900.04
15294	*	000969	VIGILANTE SECURITY INC	528.00
			SUBTOTAL ACH TRANSACTION	$5,387,243.48
			GRAND TOTAL	$5,750,049.30

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

Mary Chavez
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 03/04/2026

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
308108	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,135.42
308109	*	000855	48TH DISTRICT COURT	500.00
308110	*	000855	48TH DISTRICT COURT	285.00
308111	*	000855	48TH DISTRICT COURT	267.00
308112	*	000855	48TH DISTRICT COURT	5,000.00
308113		006638	ACTION MAT & TOWEL RENTAL, INC	70.72
308114		009507	AIR HANDLERS SERVICE CORP.	542.50
308115	*	MISC	ALAN RUTTER	65.22
308116		MISC	ANDRA SANDY	25.33
308117		BDREFUND	ANTHONY PROPERTIES AND INVESTMENT L	65.00
308118	*	006759	AT&T	683.08
308119	*	006759	AT&T	639.35
308120		BDREFUND	BABI CONSTRUCTION INC	2,000.00
308121		BDREFUND	BEAR MECHANICAL SERVICES	107.00
308122		009568	BEDROCK EXPRESS LTD	1,718.03
308123		BDREFUND	BELFOR USA GROUP INC	500.00
308124		000524	BIRMINGHAM LOCKSMITH INC	115.00
308125		001201	BIRMINGHAM YOUTH ASSISTANCE	7,665.57
308126		BDREFUND	BLOOMINGDALE HOMES INC	1,400.00
308127		003526	BOUND TREE MEDICAL, LLC	442.40
308128		003907	CADILLAC ASPHALT, LLC	6,712.55
308129		MISC	CAMERON CRAWFORD	13.64
308130	*	009078	CANON SOLUTIONS AMERICA INC	248.21
308131	*	000444	CDW GOVERNMENT INC	59.90
308132		004269	CENTER POINT LARGE PRINT	60.14
308133		BDREFUND	CHOCO MANIA CAFE	100.00
308134		009167	COL'S FAMILY RESTAURANT	111.55
308135		010196	COMMUNITY VOICE LA VOZ MI LLC	500.00
308136	*	000627	CONSUMERS ENERGY	1,604.00
308137	*	009549	DAN'S LAWN MAINTENANCE	1,650.00
308138		009309	DEALER AUTO PARTS	279.51
308139		000233	DEAN SELLERS	1,634.14
308140	*	000179	DTE ENERGY	6,818.02
308141		MISC	ELECTRICAL CONTRACTING	510.00
308142		004493	ELITE IMAGING SYSTEMS, INC	135.62
308143		001495	ETNA SUPPLY	513.75
308144		010086	FOSTER, SWIFT, COLLINS & SMITH PC	1,228.20
308145		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	300.00
308146		BDREFUND	GALAXY SIGN & HOISTING CO	300.00
308147	*	008489	PAUL GILLIN	33.25
308148	*	008007	GREAT LAKES WATER AUTHORITY	9,001.04
308149	*	000726	GUARDIAN ALARM	250.00

City of Birmingham
Warrant List Dated 03/04/2026

Check Number	Early Release	Vendor #	Vendor	Amount
308150		BDREFUND	GUMMA GROUP, LLC	200.00
308151		BDREFUND	HANSONS GROUP LLC	1,000.00
308152	*	009782	HERSCH'S INC.	3,627.61
308153	*	001956	HOME DEPOT CREDIT SERVICES	2,167.53
308154	*	010155	IMPERIAL DADE	739.82
308155		009037	INNOVATIVE INTERFACES INC	4,181.74
308156	*	009551	INTERMEDIA. NET INC	774.07
308157		007379	JOHN R. GLASS	948.75
308158		000347	JOHN R. SPRING & TIRE CENTER INC.	177.90
308159		MISC	JOSHUA KING	78.30
308160		004904	KONICA MINOLTA BUSINESS SOLUTIONS	13,720.00
308161		BDREFUND	LAKES DEVELOPMENT GROUP	500.00
308162		006043	LANDSCAPE STRUCTURES INC	516,164.35
308163		BDREFUND	LANSDOWNE CONTRACTING INC	325.00
308164		009533	LIBRARY IDEAS, LLC	265.10
308165		BDREFUND	LOTT, ROBERT	845.00
308166		010197	MCMASTER-CARR SUPPLY COMPANY	192.72
308167	*	009200	MICHAEL MORRISON	3,050.00
308168		004687	MICHIGAN DEPT. OF TRANSPORATION	74,855.46
308169		BDREFUND	MILLCREEK CONSTRUCTION MGMT CO	200.00
308170	*	001452	MONTGOMERY & SONS INC	1,488.48
308171		BDREFUND	MULLIGAN HTG INC	280.00
308172	*	009735	NATHAN BARANSKI	295.00
308173		002853	OAKLAND COMMUNITY COLLEGE	400.00
308174	*	000477	OAKLAND COUNTY	93.60
308175	*	009478	ODP BUSINESS SOLUTIONS, LLC	461.31
308176		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00
308177		009612	PLAYAWAY PRODUCTS LLC	9,497.48
308178	*	001132	PRIMO'S PIZZA	806.65
308179		009951	PRINTMASTERS	108.00
308179	*	009951	PRINTMASTERS	65.45
308180		BDREFUND	PRM CUSTOM BUILDERS LLC	175.00
308181		BDREFUND	PURE ENERGY WINDOW	200.00
308182		BDREFUND	RENEWAL BY ANDERSEN	500.00
308183		BDREFUND	ROBERT GREGORY HOMES	1,400.00
308184		BDREFUND	ROBERT J SOWLES	2,250.00
308185		BDREFUND	ROCC-PHIL HOMES INC	500.00
308186		BDREFUND	ROCK ELECTRIC INC	110.00
308187	*	002806	SAM'S CLUB/SYNCHRONY BANK	824.76
308188	*	006590	SECURE DOOR, LLC	170.00
308189		009548	SHARE CORPORATION	293.40
308190	*	007142	SHERWIN-WILLIAMS COMPANY	41.95
308191	*	009009	SIGNATURE CLEANING LLC	4,937.99

City of Birmingham
Warrant List Dated 03/04/2026

Check Number	Early Release	Vendor #	Vendor	Amount
308192		BDREFUND	SIGNGRAPHIX, INC.	300.00
308193		BDREFUND	STEWART BUILDING	2,000.00
308194	*	010166	STICKER GENIUS, LLC	210.52
308195	*	MISC	SYMETRI	3,185.83
308196		BDREFUND	TRIAC CONSTRUCTION	300.00
308197	*	004379	TURNER SANITATION, INC	340.00
308198		010199	VARNUM LLP	94,219.00
308199	*	000158	VERIZON WIRELESS	699.60
308200	*	000158	VERIZON WIRELESS	149.85
308201	*	000158	VERIZON WIRELESS	295.56
308202	*	000158	VERIZON WIRELESS	49.26
308203		BDREFUND	WALLSIDE INC	100.00
308204		004497	WATERFORD REGIONAL FIRE DEPT.	175.00
308205		BDREFUND	WEATHERGARD WINDOW CO INC	100.00
308206		009026	WELLS FARGO VENDOR FIN SERV	162.02
308206	*	009026	WELLS FARGO VENDOR FIN SERV	820.73
308207	*	010187	WENDY ABDOO	20.00
308208		BDREFUND	WHALEN & COMPANY, INC.	100.00
308209		000306	WOLVERINE CONTRACTORS INC	98.93
308210		005112	WOLVERINE FREIGHTLINER-EASTSIDE INC	203.98
308211		MRREFUND	XANDER GABRIEL PUMA	20.00
308212		BDREFUND	XCELLENT HOMES LLC	500.00
			SUBTOTAL PAPER CHECK	$808,752.84
ACH TRANSACTION				
15295	*	003825	DEERE ELECTRIC INC	274.50
15340	*	007033	APPLIED INNOVATION	2,367.91
15341	*	007345	BEVERLY HILLS ACE	20.67
15342		000902	CENGAGE LEARNING INC	199.90
15343		000605	CINTAS CORPORATION	207.44
15344		000605	CINTAS CORPORATION	14.50
15345	*	000605	CINTAS CORPORATION	199.87
15346		001367	CONTRACTORS CONNECTION INC	1,061.65
15347		009840	THOMAS S. KLISE COMPANY, INC	306.32
15348		009873	D/A CENTRAL INC.	739.35
15349	*	000565	DORNBOS SIGN & SAFETY INC	153.15
15350		009998	EMME KRAMER	321.00
15351		004574	FAIR-WAY TILE & CARPET, INC.	390.00
15352	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	142.00
15353	*	004604	GORDON FOOD	335.59
15354	*	000243	GRAINGER	210.00
15355	*	006666	GRID 4 COMMUNICATIONS INC.	255.20
15356		000331	HUBBELL ROTH & CLARK INC	2,315.89
15357		000261	J.H. HART URBAN FORESTRY	53,657.91

City of Birmingham
Warrant List Dated 03/04/2026

Check Number	Early Release	Vendor #	Vendor	Amount
15358	*	009482	JAMIL KIM	1,600.00
15359		009559	JENETTE MAITZ	1,838.00
15360	*	003458	JOE'S AUTO PARTS, INC.	257.29
15361		009663	MACQUEEN EQUIPMENT, LLC	100.36
15362	*	009888	MEGAN BECK	560.50
15363		002013	MIDWEST TAPE	572.50
15365		008336	NBS COMMERCIAL INTERIORS	852.00
15366	*	009706	NORTHSTAR MAT SERVICE	444.82
15367		001864	NOWAK & FRAUS ENGINEERS	64,410.00
15368	*	006359	NYE UNIFORM COMPANY	153.00
15369	*	006027	PENCHURA, LLC	269.00
15370		009820	PLUNKETT COONEY	855.00
15371	*	005344	RESERVE ACCOUNT	8,000.00
15372	*	001181	ROSE PEST SOLUTIONS	165.00
15373	*	003785	SIGNS-N-DESIGNS INC	140.00
15374		005787	SOUTHEASTERN EQUIPMENT CO. INC	657.54
15375	*	002037	TOTAL ARMORED CAR SERVICE, INC.	303.97
15376	*	005806	ULINE	4,538.91
15377		005861	UNIQUE MGMT SERVICE, INC	82.40
15378		000666	NATIONAL LADDER & SCAFFOLD	488.01
15379		000306	WOLVERINE CONTRACTORS INC	615.00
			SUBTOTAL ACH TRANSACTION	$150,076.15
			GRAND TOTAL	$958,828.99

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

Mary Chavez
Finance Director/ Treasurer

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

MEMORANDUM

Department of Public Services

DATE: March 9, 2026

TO: Jana Ecker, City Manager

FROM: Scott Zielinski, DPS Director

SUBJECT: Emergency Water Main Repair, Woodward Ave at 14 Mile Road

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INTRODUCTION:

On January 31, 2026 water was found coming out of the median of Woodward Ave just north of 14 Mile Road. It was determined there was a break on the 12-inch water main that traverses Woodward Ave between the intersection of 14 Mile on the west side of Woodward Ave and the intersection with Sheffield Road on the east side of Woodward. DPS crews were able to determine the break was located under the southbound lanes of Woodward Ave.

BACKGROUND:

On January 31, 2026, the Police Department notified DPS of three suspected water main breaks within the City. DPS crews responded and were able to isolate valves to limit water flow at the Woodward Avenue location while prioritizing a more severe break in a residential area.

On February 1, 2026, DPS began further investigation of the Woodward water main. Crews confirmed that water was originating from beneath the southbound lanes. Department records indicated the affected water main was a 12-inch ductile iron pipe installed in 1928.

After evaluation, the Engineering Department and DPS determined that the most efficient and least disruptive repair method was to pipe-burst and replace the segment of water main from the west side of Woodward Avenue to the east side. The City Manager provided her approval for the emergency repair.

D'Angelo Brothers, a contractor with prior emergency repair experience for the City, was contacted. The firm maintains an emergency services contract through the Oakland County Water Resources Commissioner (WRC), which was publicly bid and whose pricing is honored for City emergency work. D'Angelo coordinated with the City to develop a work plan, including traffic control requirements, site layout, staging areas, and access to water necessary for preparation and installation of the replacement main.

The Engineering Department and DPS coordinated with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the Michigan Department of Transportation (MDOT) to secure the necessary permits for the emergency repair. Review of WRC records

indicated that the City water main runs in close proximity to WRC sewer mains, requiring additional coordination and verification.

Upon receipt of permits, D'Angelo mobilized on February 5, 2026. The contractor performed field investigations to confirm the exact locations of the existing water and sewer mains while simultaneously fusing and preparing the new 12-inch DR-11 HDPE water main for pressure testing and installation.

Pipe bursting and re-connection of the water main were completed on February 10, 2026. Site cleanup and surface restoration associated with the emergency repair were finalized on February 11, 2026. DPS will continue to monitor the area and complete any additional restoration that may be necessary as conditions warrant.

LEGAL REVIEW:
No legal review was performed due to the emergency nature of the work.

FISCAL IMPACT:

This emergency repair was not budgeted and therefore requires a budget amendment to the FY 2025/2026 budget. There is money available in the water supply revenue fund to fund the emergency repair.

SUSTAINABILITY:
The Engineering and Department of Public Services looked to complete the repair in the fastest way that would disturb the least amount of ground and concrete to limit the environmental impact.

DESIGN CONSIDERATIONS:
After considering traffic impacts and the risks associated with utilities in the area—including the gas main, WRC sewer mains, City sewer main, and Royal Oak water and sewer mains—it was determined that pipe bursting was the least invasive repair method. This approach minimized disruption, protected the integrity of Woodward Avenue, and provided a long-term solution that reduces the likelihood of future breaks beneath the roadway.

PUBLIC COMMUNICATIONS:
Local notifications regarding lane closures and traffic impacts were provided as necessary during the repair process.

SUMMARY:
The Department of Public Services requests approval of a budget amendment to fund the emergency repair of the 12-inch water main located under Woodward Avenue at 14 Mile Road.

ATTACHMENTS:
1. D'Angelo Woodward WM Invoice
2. Woodward Water Main Replacement Section Diagram

SUGGESTED COMMISSION ACTION:

Resolution approving the budget amendment for emergency water main repair across Woodward Ave, performed by D'Angelo Brothers Inc., 30836 West 8 Mile Road, Farmington Hills, MI 48336, in the amount of $139,385.00, to be charged to Water Supply System Fund account #591.0-544.000-811.0000
AND

Make a motion adopting a resolution to approve the appropriation and amendment of the FY 2025/2026 budget as follows:

Water Supply System Fund

Revenues:		
Draw from Fund Balance	591.0-000.000-400.0000	$139,385.00
Expenditures:		
Other Contractual Services	591.0-544.000-811.0000	$139,385.00

30836 W 8 Mile.
Farmington Hills MI

TO: *Birmingham*

ATTN: *Scott Z*

Invoice 1008-06

2/24/26

Woodward & 14 Mile 12" Pipe Burst

DESCRIPTION OF WORK	Qty.	Unit	Hrs.	Rate	Total Per Line
Mobilize Crew, & Equipment	1	LS	-	$ 5,400.00	$ 5,400.00
Hydro Vac / Explorartory Due to Utilities on East Side. HP Gas, 48" Storm & Duct Bank	1	LS	-	$ 5,000.00	$ 5,000.00
Traffic Control Per MDOT Standards	1	LS	-	$ 4,250.00	$ 4,250.00
Fuse Pipe, pre chlorinate & pressure test	1	LS	-	$ 3,250.00	$ 3,250.00
Excavate Burst Pit w/ Proper Trench Box	1	LS	-	$ 9,884.00	$ 9,884.00
Excavate Receiving Pit	1	LS	-	$ 7,926.00	$ 7,926.00
Burst Pipe: 200lf of 12" Cast Iron Pipe W/ 12" DR 11 HDPE	1	LS	-	$ 46,360.00	$ 46,360.00
Finial Connections to existing	2	EA	-	$ 4,800.00	$ 9,600.00
Backfill Excavations W/Class II & 21AA Compacted	1	LS	-	$ 7,300.00	$ 7,300.00
					$ 98,970.00
Added Costs					
Additional Traffic Control for 14 Mile Closing	1	LS	-	$ 2,535.00	$ 2,535.00
Additional Sawcutting in 14 Mile Road	1	LS	-	$ 3,875.00	$ 3,875.00
2/6. Additional Vac Locating Storm/Sewer Per WRC	1	LS	-	$ 5,000.00	$ 5,000.00
2/9. Additional Vac Locating Storm/Sewer Per WRC	1	LS	-	$ 5,000.00	$ 5,000.00
2/10. Additional Vac Locating Storm/Sewer Per WRC	1	LS	-	$ 5,000.00	$ 5,000.00
Additional FMG Coring For WRC Sewer In Turn Ln	1	LS	-	$ 850.00	$ 850.00
Additional (2) Days of Explortory Excavation / Crew	2	Day	-	$ 7,800.00	$ 15,600.00
Grout Fill & Cold Patch for Vactor Holes & Bedding of WRC Sewer	1	LS	-	$ 2,555.00	$ 2,555.00
					$ 40,415.00
				Overall TOTAL	**$ 139,385.00**

Vince D'Angelo (248) 515-1942

WOODWARD AVE
SHEFFIELD RD
E 14 MILE RD
E 14 MILE RD
1583
12
12
12
12
8
8
8

MEMORANDUM

Fire Department

DATE: March 9, 2026

TO: Jana Ecker, City Manager

FROM: Matt Bartalino, Fire Chief

SUBJECT: Emergency Management Performance Grants (EMPG) Grant Agreement

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INTRODUCTION:

The City of Birmingham operates an emergency management program. The Emergency Management Performance Grant (EMPG), through the Department of Homeland Security Appropriations Act, has granted the City $9,283.00 for their fiscal year (FY 2025) performance period 10/1/2024-9/30/2025.

These funds are for developing and maintaining the City's emergency management program.

BACKGROUND:

The City of Birmingham is unique in that it has an emergency management program separate from Oakland County. This program falls under the Michigan Emergency Management Act 390 of 1976. The advantage of Birmingham having its own program is that the City has direct contact with State and Federal agencies. This allows the City to recoup funds directly, provides for more training opportunities, allows us to directly control all emergency response, and much more. The City also has the support of the Oakland County Emergency Management Division and maintains regular training with the County and State.

The Fire Chief serves as the Emergency Manager for the City of Birmingham. The EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain the capabilities of the emergency management program. The grant funds are used to support core areas such as prevention, protection, mitigation, response, and recovery after emergencies. This year, the grant is awarding $9,283.00 to the City of Birmingham. The grant amount is based on a percentage of the Emergency Manager's (Fire Chief) salary. The awarded grant is a partial reimbursement of the Fire Chief's annual compensation.

Each year the City is required to sign an agreement for the previous performance period (10/1/2024-9/30/2025) in order to accept the awarded EMPG funds. The grant agreement details the program's requirements for activities, training, reporting, etc.

LEGAL REVIEW:

A legal review was conducted and no legal concerns were identified.

FISCAL IMPACT:
Not signing the agreement would prevent receiving the current award as well as future grant awards received through the emergency management program.

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
N/A

PUBLIC COMMUNICATIONS:
The agreement and memo are included in the meeting packet.

SUMMARY:
It is recommended that the City Commission approve the FY 2025 Emergency Management Performance Grants (EMPG) Grant Agreement and accept the grant award funds totaling $9,283.00. The funds will be used to support the City's Emergency Management program.

ATTACHMENTS:
1. FY 25 EMPG Grant Agreement Packet City of Birmingham

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the FY 2025 Emergency Management Performance Grants (EMPG) Agreement and approve the awarded funds totaling $9,283.00. Further, to direct the Mayor to sign the agreement on behalf of the City and any required quarterly reports or surveys associated with the EMPG grant, and to authorize the Fire Chief as the sub-recipient authorized representative in order to sign any related EMPG documents on the City's behalf.

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JAMES F. GRADY II
DIRECTOR

February 17, 2026

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2025 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed ***Subrecipient Checklist*** to our office via email:

Attention: Mr. Paul Lounsberry
Emergency Management and Homeland Security Division
Michigan Department of State Police
LounsberryP@michigan.gov

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2025 EMPG Grant Agreement.

Some articles included in the federal award letter have been deemed unenforceable. The document titled "Agreement Articles Applicable to Subrecipients Fiscal Year 2025 Emergency Management Performance Grants" includes all articles from the original award letter. Please see the reservation of rights letter from the State of Michigan, Department of State Police found on PDF page (pg.) 37 that outlines the articles of agreement that are no longer valid. Please also see court order case: 6:25-cv-02053-AP Document 55, found on PDF pg. 38 as supporting documentation.

This grant agreement and all required attachments must be completed, signed, and returned **no later than April 18, 2026.** If this requirement is not met, this grant agreement will be invalid unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Kevin Sweeney, Captain
Commander
Emergency Management and Homeland Security Division

SUBRECIPIENT CHECKLIST

FY 2025 EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG)
GRANT AGREEMENT

CFDA NO: 97.042

Email the following items to: LounsberryP@michigan.gov

SUBRECIPIENT WILL NOT BE REIMBURSED FOR FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS ARE RECEIVED

- ☐ **1. Grant Agreement**
- ☐ **2. Subrecipient Risk Assessment Certification**
- ☐ **3. Standard Assurances**
- ☐ **4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**
- ☐ **5. Audit Certification (EMHSD-053)**
- ☐ **6. Request for Taxpayer Identification Number and Certification (W-9)**

POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200. **If required, the Subrecipient submits an audit copy by email to: MSP-EMHSD-Audit@michigan.gov.**

FOR GRANT AGREEMENT QUESTIONS, PLEASE CONTACT PAUL LOUNSBERRY AT 517-256-3920 OR LOUNSBERRYP@MICHIGAN.GOV

Michigan State Police
Emergency Management
and
Homeland Security
Division

Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	ASSISTANCE LISTING
City of Birmingham	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)**	**FEDERAL AWARD DATE**
38-6004664	EMC-2025-EP-05001	9/26/2025
SUBRECIPIENT UEI	**SUBAWARD PERFORMANCE PERIOD** FROM 10/1/2024 TO 9/30/2025	
J32HKEJRJNJ8	**BUDGET PERIOD** 10/1/2024 9/30/2025	

RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	**$9,283**
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	**$9,283**
None on file	Total Amount of Federal Award Committed	**$9,283**

FEDERAL AWARD PROJECT DESCRIPTION

2025 Emergency Management Performance Grants (EMPG)

DETAILS

The 2025 EMPG allocation is 8.498% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50% of the total budget.

FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME
Federal Emergency Management Agency - GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909

State of Michigan
Fiscal Year 2025
Emergency Management Performance Grant
Grant Agreement

October 1, 2024 to September 30, 2025

Assistance Listing: 97.042
Grant Number: EMC-2025-EP-05001

This Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

CITY OF BIRMINGHAM
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2025 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2025 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2025 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2025 EMPG Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual located at https://www.fema.gov/grants.

II. Statutory Authority

Funding for the FY 2025 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977, as amended* (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4 & 1101.

The Subrecipient agrees to comply with all FY 2025 EMPG program requirements in accordance with the FY 2025 EMPG NOFO, and the FY 2025 FEMA Preparedness Grants Manual; both are located at https://www.fema.gov/grants/preparedness/emergency-management-performance; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976; the *Robert T. Stafford Disaster Relief and Emergency Assistance Act,* as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at https://www.fema.gov/disaster/stafford-act; and the *FY 2025 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2025 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

A. 2 C.F.R., Part 200 of the Code of Federal Regulations (C.F.R.), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at http://www.ecfr.gov.

B. The FEMA Policy #108-023-1, Revision 2 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

III. Award Amount and Restrictions

A. The **City of Birmingham** is awarded **$9,283** or **8.498**% of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2025 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager is less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for EMPG form (EMHSD-17).

B. The FY 2025 EMPG covers eligible costs from October 1, 2024, to September 30, 2025. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.

C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager**. Up to five percent of the total allocation may be utilized for other allowable organization costs after all payroll costs for the grant award year have been reimbursed. No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.

D. The FY 2025 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act,* as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

   The FEMA administers cost sharing requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2025 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series, or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional, or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook (EMD-PUB 208) and work agreement. The FY 2025 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.

   The EMPG funded programs are required to complete quarterly training and exercise reports identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.

G. In the event that the DHS determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

A. **Grant funds must supplement, not supplant, state or local funds**. Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2025 EMPG NOFO; the FEMA FY 2025 Preparedness Grants Manual; the FY 2025 EMPG *Agreement Articles Applicable to Subrecipients,* included with the grant agreement package for reference*;* and the EMPG Guidebook.

C. The subrecipient shall not use FY 2025 EMPG funds to generate program income.

D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
   1. Subrecipient Risk Assessment Certification;
   2. Standard Assurances;
   3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
   4. Audit Certification (EMD-053);
   5. Request for Taxpayer Identification Number and Certification (W-9);
   6. Other documents that may be required by federal or state officials.

E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Reporting Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31).

F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.

G. Appoint an emergency management program manager who can assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.

H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.

I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.

J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan. This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program and the EMPG Guidebook, to accomplish this goal.

K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.

L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.

M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2024 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html under Finance Forms.

N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
   1. Account for receipts and expenditures, maintain adequate financial records and refund expenditures disallowed by federal or state audits.
   2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
   3. Non-federal organizations that expend $1,000,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit requirements under 2 C.F.R., Part 200, Subpart F.

O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.

P. Maintain a valid Unique Entity Identifier through SAM.gov at all times during the performance period of this grant.

Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with

these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, specifically in the DHS General Acknowledgements and Assurances on page 1.

R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order (EO) 13347.

S. Comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and EO 14005.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.

B. Provide direction and technical assistance to the Subrecipient.

C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.

D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.

E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

A. The Subrecipient agrees to prepare quarterly work reports using the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31).

B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.

C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2025 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.

D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2025 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.

B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.

C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq*.; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq*., and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of their race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at https://www.sam.gov.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2024, to September 30, 2025. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the state of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of their rights, interests, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
B. Failure to comply with the requirements or statutory objectives of federal or state law.
C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
D. Failure to follow grant agreement requirements or special conditions.
E. Failure to submit required reports.
F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 C.F.R., Part 29) and Protection of Sensitive Security Information (49 C.F.R., Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Subrecipient Name	Subrecipient UEI

For the Chief Elected Official

Printed Name	Title
Signature	Date

For the Local Emergency Manager

Printed Name	Title
Signature	Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney	Commander, Emergency Management and Homeland Security Division
Printed Name	Title
Signature	February 12, 2026
	Date

SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

As required by 2 CFR §200.331(b), the purpose of this assessment is to evaluate subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of a subaward, and to determine appropriate subrecipient monitoring during the grant performance period. Limited program experience, results of previous audits and site monitoring visits, new personnel or new or substantially changed systems, may increase a subrecipient's degree of risk.

Subrecipient:	County:	UEI:

Questions

1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?
   - ☐ No grants
   - ☐ 1-3 grants
   - ☐ 4-5 grants
   - ☐ 6+ grants

2. What percentage of your grant management staff has fewer than 2 years of grant experience?
   - ☐ 0-25% of staff
   - ☐ 26-50% of staff
   - ☐ 51-75% of staff
   - ☐ 76-100% of staff

3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?
   - ☐ Yes
   - ☐ No

4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years? **(A*ttach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)***
   - ☐ Never Audited or No findings
   - ☐ Unsupported costs (lack of documentation)
   - ☐ Unreasonable use of funds
   - ☐ Questioned costs or required to return funds

5. Does your agency have staff primarily dedicated (>50%) to grants management activities?
   - ☐ Yes
   - ☐ No

Certification

I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.

Authorized Representative Signature:		Date:
Authorized Representative Printed Name:		Title:
Point of Contact Printed Name:	Title:	Email:

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property

Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

_____ _____

Signature Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the iden-tification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforce-ment, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap-plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, posses-sion, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-087/48024

EMHSD-053 (09/2026)
Michigan State Police
Emergency Management and Homeland Security Division

AUTHORITY: MCL 30.407a and 2 CFR Part 200, Subpart F;
COMPLIANCE: Voluntary, but necessary to be considered for grant assistance.

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend $1,000,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients MUST email a copy of their audit report for each year they meet the funding threshold to: MSP-EMHSD-Audit@michigan.gov.

I. Program Information			
Program Name	CFDA Number		
II. Subrecipient Information			
Subrecipient Name			
Street Address	City	State	ZIP Code
III. Certification for Fiscal Year			

Subrecipient Fiscal Year Period: _____to _____.

☐ I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.

☐ I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. **A copy of the audit report will be submitted to**: A copy of the audit report will be submitted by email to: MSP-EMHSD-Audit@michigan.gov.

Signature of Subrecipient's Authorized Representative	**Date**

Email audit report to:
MSP-EMHSD-Audit@michigan.gov

Submit this completed audit certification form and return with your grant agreement.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

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 Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out 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, contributions 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** ▶ **Date** ▶

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 (stock 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 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Agreement Articles Applicable to Subrecipients

Fiscal Year 2025 Emergency Management Performance Grants

Unless specifically stated otherwise, all requirements that apply to grant recipients also apply to subrecipients. Subrecipients are expected to comply with the same rules, regulations, and obligations as recipients.

Article 1. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications.

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable.

Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2. General Acknowledgment and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2

C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.

Article 3. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from

discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7. Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
(2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

(3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 10. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and

advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the

U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

1. All recipients, subrecipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
    a. They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:
        i. sending such information to, or requesting or receiving such information from, Federal immigration officials;
        ii. maintaining such information; or
        iii. exchanging such information with any other Federal, State, or local government entity;
    b. They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
    c. That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
    d. That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
    e. That they will not leak or otherwise publicize the existence of an immigration enforcement operation.
2. The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
3. The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the DHS may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12. Copyright

Recipients and subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13. Debarment and Suspension

Recipients and subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R., Part 180 as implemented by DHS at 2 C.F.R., Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14. Drug-Free Workplace Regulations

Recipients and subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R., Part 3001, which adopts the Government- wide implementation (2 C.F.R., Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 15. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients and subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The DHS implementing regulations are codified at 6 C.F.R., Part 17. Recipients and subrecipients of a federal award from the FEMA must also comply with FEMA's implementing regulations at 44 C.F.R., Part 19.

Article 17. Energy Policy and Conservation Act

Recipients and subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18. Equal Treatment of Faith Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients and subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R., Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article 19. Anti-Discrimination

Recipients and subrecipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion."(b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) The DHS reserves the right to suspend payments in whole or in part and/or terminate financial

assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20. False Claims Act and Program Fraud Civil Remedies

Recipients and subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C.

§§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21. Federal Debt Status

All recipients and subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22. Federal Leadership on Reducing Text Messaging while Driving

Recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging

while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23. Fly America Act of 1974

Recipients and subrecipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation,

https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 24. Hotel and Motel Fire Safety Act of 1990

Recipients and subrecipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 25. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R., Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients and subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency to their

programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 27. Lobbying Prohibitions

Recipients and subrecipients must comply with 31 U.S.C. § 1352 and 6 C.F.R., Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R., Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R., Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R., Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28. National Environmental Policy Act

Recipients and subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA, which require recipients and subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

Recipient and subrecipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. Definition. “Covered institutions” means recipient research institutions receiving federal RR&D science and engineering support “in excess of $50 million per year.”

Article 30. Non-Supplanting Requirement

Recipients and subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients and subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32. Patents and Intellectual Property Rights

Recipients and subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R., Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 33. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R., Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35. Rehabilitation Act of 1973

Recipients and subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the subrecipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R., Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37. Reporting Subawards and Executive Compensation

For federal awards that total or exceed $30,000, recipients and subrecipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R., Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient

and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39. SAFECOM

Recipients and subrecipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | Cybersecurity and Infrastructure Agency (CISA).

Article 40. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R., Part 25, Appendix A, the full text of which is incorporated reference.

Article 42. Termination of a Federal Award

1. By DHS. The DHS may terminate a federal award, in whole or in part, for the following reasons:
    a. If the recipient fails to comply with the terms and conditions of the federal award;
    b. With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
    c. Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
2. By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
3. Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
4. Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.

Article 43. Terrorist Financing

Recipients and subrecipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients and subrecipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients and subrecipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients and subrecipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48. Environmental Planning and Historic Preservation (EHP) Review

Department of Homeland Security (DHS)/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. The DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the NEPA; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. The DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. Executive Order 11988, Floodplain Management, and Executive Order 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. Federal Emergency Management Agency's (FEMA's) regulations at 44 C.F.R., Part 9 implement the Executive Orders and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49. Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter

its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50. Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R., section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R., section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R., section 200.313(e).

Article 52. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R., section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R., section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R., section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53. Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54. Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R., section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55. Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial

recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial

recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity.

ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1) (A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 56. Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the DHS or the Department of Justice has designated as a sanctuary jurisdiction. If the DHS or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the DHS or Department of Justice removes that designation. b. The DHS designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the DHS, that the local government will comply with the following requirements related to coordination and cooperation with the DHS and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it

lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the DHS's decision to make this grant award and DHS may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 57. Non-Applicability of Specific Terms and Agreement Articles

Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the DHS and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.

Article 58. Impact of San Francisco v. Trump Preliminary Injunction

Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 59. Impact of State of Illinois v. FEMA Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. FEMA, et. al, No. 25-206 (D.R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the DHS and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 60. Non-Applicability of Specific Agreement Articles

Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the NOFO that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the NOFO for the terms governing award termination.

Article 61. Period of Performance and Budget Period

Notwithstanding language in the Obligating Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025; to September 30, 2026. The Period of Performance and Budget Period stated in the Obligating Document shall not apply.

Article 62. Funding Hold: Verification of State's Population

The FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award.

To release the funding hold, the State Administrative Agency must provide a certification of the recipient state's population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States.

The FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.

Article 63. Rescission of Agreement Articles Pursuant to State of Illinois, et al. v. FEMA, et al.

In accordance with the U.S. District Court for the District of Rhode Island's Order in State of Illinois, et al. v. FEMA, et al., No. 25-206 (D. R.I.), dated October 14, 2025, and FEMA Information Bulletin No. 538, the following terms and conditions are rescinded under this award: # Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions. 1. Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions. 2. The "Communication and Cooperation with the DHS and Immigration Officials" Agreement Article. 3. Paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination". 4. The "Compliance with Federal Immigration Law" Agreement Article. 5. The "Impact of State of Illinois v. FEMA Injunction" Agreement Article. 6. The "Impact of San Francisco v. Trump Preliminary Injunction" Agreement Article.

Article 64. Amended Period of Performance and Budget Period Pursuant to State of , et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period" of your award package is rescinded. The new Period of Performance and Budget Period for this award is October 1, 2024 to September 30, 2027.

Article 65. Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded.

MEMORANDUM

City Clerk's Office

DATE: March 9, 2026

TO: Jana Ecker, City Manager

FROM: Mya Brown, Deputy City Clerk

SUBJECT: An ordinance to amend Part II, Chapter 26. – Businesses, Article IV.-Peddlers, Commercial Vendors and Solicitors, Sec. 26-117 – Requirements for All Applications

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INTRODUCTION:

The City of Birmingham requires all vendors operating within its jurisdiction to obtain proper licensing. This licensing process is a key measure to protect public health, safety, and welfare by ensuring that all commercial activities comply with relevant local and state regulations. Through licensing, the City promotes lawful business practices, verifies operator qualifications, and enforces compliance with zoning, building, fire, and health standards.

BACKGROUND:

Chapter 26. – Businesses, Article IV.-Peddlers, Commercial Vendors and Solicitors, Sec. 26-117 – Requirements for All Applications outlines the licensing requirements for vendors seeking to operate within the City. This section has been amended to update and modernize the application requirements and to improve ease of interpretation, implementation, and enforcement.

LEGAL REVIEW:

The City Attorney has prepared the ordinance amendment and supports the suggested commission action.

FISCAL IMPACT:

N/A

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:

N/A

PUBLIC COMMUNICATIONS:

If adopted, applications (paper and electronic) will be updated, a notice will be posted in the Oakland Press, and the updated ordinance will be sent to Municode for posting on the online index.

SUMMARY:

The Clerk's office requests that the City Commission consider an ordinance amendment to Part II, Chapter 26. – Businesses, Article IV.-Peddlers, Commercial Vendors and Solicitors, Sec. 26-117 – Requirements for All Applications as presented.

ATTACHMENTS:

1. Redlined Amendment to Chapter 26, Sec 26.117 Requirements for apps
2. Clean Copy Amendment to Chapter 26, Sec 26.117 Requirements for apps

SUGGESTED COMMISSION ACTION:

Make a motion to adopt an ordinance to amend Part II, Chapter 26. – Businesses, Article IV.-Peddlers, Commercial Vendors and Solicitors, Sec. 26-117 – Requirements for All Applications.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PART II, CHAPTER 26 – BUSINESSES, ARTICLE IV. – PEDDLERS, COMMERCIAL VENDORS AND SOLITICTORS, SEC. 26-117 – REQUIREMENTS FOR ALL APPLICATIONS

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 26. – Businesses, Article IV.-Peddlers, Commercial Vendors and Solicitors, Sec. 26-117 – Requirements for All Applications, shall read as follows:

Chapter 26 – BUSINESSES

ARTICLE IV. – PEDDLERS, COMMERCIAL VENDORS AND SOLITICTORS

Sec. 26-117. Requirements for all applications.

(a) Applications. All applicants for a license under this chapter shall pay to the city the fee required by the schedule of fees, bonds, charges and insurance, and, file with the city clerk a sworn application in the form required by the city clerk, which shall include the following:

(1) The name of the person(s) who will engage in vending, soliciting or peddling within the city, including the person's current address of residence and length of residence at such address, business address if other than the residence address, business and residence telephone numbers, driver's license number, and a physical description including height, weight, and color of hair and eyes.

(2) A brief description of the business or activity to be conducted including the methods to be used and a description of the types of goods or services to be sold.

(3) The dates, hours and location for which the right to engage in vending, soliciting or peddling is sought.

(4) Proof that the applicant has obtained all licenses or permits required by state law.

(5) The names of three references who will certify as to the applicant's good moral character and business responsibility.

(6) If employed and acting as an agent, the name, address and telephone number of the parent organization who is being represented, and when and where this organization was formed, including the form of its organization.

(7) A statement as to whether the applicant or its parent organization has ever been found to have violated a municipal ordinance regulating vending, soliciting or peddling.

(8) A statement as to whether the applicant or an officer or director of the applicant's parent organization has ever been convicted of a felony, and if so, the date and location of such conviction, and a brief description of the offense.

(9) ~~A current photograph of t~~The applicant ~~and/or a photograph of the~~and/or the person(s) who will be engaged in ~~the~~ vending, shall be required to submit or present a valid State ID card or driver's license for the Clerk to make a photocopy. ~~taken within 60 days immediately prior to the date of the filing of the application, which picture shall be two inches by two inches in size showing the head and shoulders of the applicant and or vendor, peddler or solicitor, in a clear and distinguishing manner.~~

(10) The application shall be signed by the applicant stating that the information contained therein is true and correct, that the city shall have the right to investigate and verify the information contained in the application, and that the applicant has read the vendors, solicitors and peddlers ordinance and agrees to abide by its terms.

(11) It shall be a requirement that the applicant supply a map showing, depicting, or demonstrating the location of intended vending areas and planned activity.

(~~11~~12) Such other information as the city clerk shall determine to be appropriate.

(b) Requirements of all vendors, solicitors and peddlers.

(1) Loud noises, speaking devices, lights. No drum, loudspeaker, amplifier, or other instrument or device which creates noise, or flashing lights which are for the purpose of attracting attention to commercial or noncommercial enterprises so as to annoy or disturb the quiet, comfort or repose of persons in any office, dwelling or other residence, or other place of employment or repose shall be used and may be treated as a violation under this chapter, and chapter 50, article II, division 4.

(2) Frozen confection vendors shall not utilize any bell, chime or other noisemaking device beyond a moderate noise level for the purpose of attracting persons to buy the frozen confection. This prohibition shall not be construed to exclude the customary horn required under the motor vehicle laws of the state.

(3) Off-limit locations. No vendor, peddler or solicitor shall conduct business within 50 feet of any school, church, synagogue or place of worship during services or within one hour of services; courthouse; police station; or other public location unless specifically authorized pursuant to the terms of the license. In

addition, the city manager shall have power to designate such streets, sidewalks, parts of streets, or sidewalks, districts or areas where it shall be unlawful for any licensee to operate or conduct her/his business, such designation to be made based upon congested traffic conditions, character of the neighborhood, or if the conduct of such business constitutes a public nuisance.

(4) "No Soliciting" signs and "No Soliciting" list. No solicitor or peddler shall enter into property that has a posted "No Soliciting" sign or shall remain on property after being requested to leave by the occupant. No solicitor or peddler shall solicit or peddle their wares or enter any property that is listed on the no soliciting list on file at the city clerk's office.

(5) Threatening or harassing behavior. No vendor, solicitor or peddler shall threaten or harass any citizen in the course of their activities or in any way engage in conduct that threatens the health and safety of another or causes a nuisance.

(6) Effect of delinquent personal property taxes. No vendor, solicitor or peddler license shall be granted to any person owing any personal property taxes or other indebtedness to the city, or who contemplates using any personal property on which personal property taxes are owed, in the operation of such business.

(7) Sales limited to products on application. Vendors, solicitors and peddlers shall be limited to the sale of products specified on their application. Amendments to originally approved applications must be submitted to the city clerk for review and approval, and shall not be effective prior to such approval. An application fee of an amount established in the schedule of fees, charges, bonds and insurance must accompany each request for an amendment.

(8) Licenses non-sellable and non-transferable. Vendor, solicitor and peddler's licenses issued under the authority of this chapter shall be non-sellable and non-transferable, either as to persons or as to location.

(c) Traffic regulations, obstructing public places.

(1) Vendors, solicitors and peddlers shall observe all traffic and parking regulations. Unless specifically approved, vendors, peddlers and solicitors shall not conduct business in a congested area, or occupy a stationary location on a public street, sidewalk, parkway, park, parking lot, or any other public property which is to be used by pedestrians or persons operating motor vehicles. Such vendors, peddlers and/or solicitors shall be presumed to have occupied a location if he/she has conducted business in any such public place for a period in excess of ten minutes.

(2) Sales to persons standing in roadway, to vehicles at red lights and to vehicles in moving traffic lanes are prohibited.

(d) Display of license required. All vendors, solicitors and peddlers shall display the license provided by the city clerk, on his or her person or in a prominent place on their vehicle or removable or non-permanent stand. The failure of a vendor, peddler and/or solicitor to conspicuously and constantly exhibit such license when engaged in his/her licensed business shall be sufficient cause for the suspension or revocation of his/her license.

Any certificate or license issued by the Oakland County Health Department shall also be prominently displayed on any vehicle or stand subject to this article.

(e) Prices posted. A vendor and frozen confection vendor shall have posted on their vehicle, removable stand or non-permanent stand, the current prices charged for each item sold and no item shall be sold for more than the posted price.

(f) Litter clean-up required. Vendors shall (at their own expense) keep the sidewalks, streets, and other public places adjoining and adjacent to their locations of business clean and free from any refuse generated or resulting from the operation of their business.

(1) Under no circumstances may any vendor, solicitor or peddler use any city trash can, dumpster or other receptacle, drain or sewer to dispose of any litter, refuse, substance, fluid, liquid or grease.

(2) Violation of this subparagraph more than twice during one license year may constitute license revocation.

(g) Cash deposit for litter clean-up. Vendors shall file with the city a cash deposit for the removal of any litter on any sidewalk, street and/or other public place adjoining and adjacent to their locations in the event the vendor fails to maintain such areas in compliance with this article. The amount of the cash deposit shall be set forth in the schedule of fees, charges, bonds and insurance. If the vendor fails to remove any such litter, the city may remove the litter and charge the costs against the cash deposit. In the event a vendor exhausts its cash deposit, the vendor shall be invoiced by the city for any restoration or litter on city property in excess of the amount of the deposit.

(h) Commercial vendors, peddlers and solicitors shall obtain insurance as set forth in the schedule of fees, charges, bonds and insurance.

(i) Commercial vendors shall agree to indemnify and hold the city harmless, the language of which is set forth in the schedule of fees, charges, bonds and insurance.

All other Sections of Chapter 26. – BUSINESSES shall remain unaffected.

Ordained this _____ day of _____, 2026. Effective upon publication.

_____
Clinton Baller, Mayor

_____
Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____ and that a summary was published _____, 2026.

_____
Alexandria D. Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PART II, CHAPTER 26 – BUSINESSES, ARTICLE IV. – PEDDLERS, COMMERCIAL VENDORS AND SOLITICTORS, SEC. 26-117 – REQUIREMENTS FOR ALL APPLICATIONS

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 26. – Businesses, Article IV.-Peddlers, Commercial Vendors and Solicitors, Sec. 26-117 – Requirements for All Applications, shall read as follows:

Chapter 26 – BUSINESSES

ARTICLE IV. – PEDDLERS, COMMERCIAL VENDORS AND SOLITICTORS

Sec. 26-117. Requirements for all applications.

(a) Applications. All applicants for a license under this chapter shall pay to the city the fee required by the schedule of fees, bonds, charges and insurance, and, file with the city clerk a sworn application in the form required by the city clerk, which shall include the following:

(1) The name of the person(s) who will engage in vending, soliciting or peddling within the city, including the person's current address of residence and length of residence at such address, business address if other than the residence address, business and residence telephone numbers, driver's license number, and a physical description including height, weight, and color of hair and eyes.

(2) A brief description of the business or activity to be conducted including the methods to be used and a description of the types of goods or services to be sold.

(3) The dates, hours and location for which the right to engage in vending, soliciting or peddling is sought.

(4) Proof that the applicant has obtained all licenses or permits required by state law.

(5) The names of three references who will certify as to the applicant's good moral character and business responsibility.

(6) If employed and acting as an agent, the name, address and telephone number of the parent organization who is being represented, and when and where this organization was formed, including the form of its organization.

(7) A statement as to whether the applicant or its parent organization has ever been found to have violated a municipal ordinance regulating vending, soliciting or peddling.

(8) A statement as to whether the applicant or an officer or director of the applicant's parent organization has ever been convicted of a felony, and if so, the date and location of such conviction, and a brief description of the offense.

(9) The applicant and/or the person(s) who will be engaged in vending, shall be required to submit or present a valid State ID card or driver's license for the Clerk to make a photocopy.

(10) The application shall be signed by the applicant stating that the information contained therein is true and correct, that the city shall have the right to investigate and verify the information contained in the application, and that the applicant has read the vendors, solicitors and peddlers ordinance and agrees to abide by its terms.

(11) It shall be a requirement that the applicant supply a map showing, depicting, or demonstrating the location of intended vending areas and planned activity.

(12) Such other information as the city clerk shall determine to be appropriate.

(b) Requirements of all vendors, solicitors and peddlers.

(1) Loud noises, speaking devices, lights. No drum, loudspeaker, amplifier, or other instrument or device which creates noise, or flashing lights which are for the purpose of attracting attention to commercial or noncommercial enterprises so as to annoy or disturb the quiet, comfort or repose of persons in any office, dwelling or other residence, or other place of employment or repose shall be used and may be treated as a violation under this chapter, and chapter 50, article II, division 4.

(2) Frozen confection vendors shall not utilize any bell, chime or other noisemaking device beyond a moderate noise level for the purpose of attracting persons to buy the frozen confection. This prohibition shall not be construed to exclude the customary horn required under the motor vehicle laws of the state.

(3) Off-limit locations. No vendor, peddler or solicitor shall conduct business within 50 feet of any school, church, synagogue or place of worship during services or within one hour of services; courthouse; police station; or other public location unless specifically authorized pursuant to the terms of the license. In addition, the city manager shall have power to designate such streets, sidewalks, parts of streets, or sidewalks, districts or areas where it shall be unlawful for any licensee to operate or conduct her/his business, such designation to be made based upon congested traffic conditions, character of

the neighborhood, or if the conduct of such business constitutes a public nuisance.

(4) "No Soliciting" signs and "No Soliciting" list. No solicitor or peddler shall enter into property that has a posted "No Soliciting" sign or shall remain on property after being requested to leave by the occupant. No solicitor or peddler shall solicit or peddle their wares or enter any property that is listed on the no soliciting list on file at the city clerk's office.

(5) Threatening or harassing behavior. No vendor, solicitor or peddler shall threaten or harass any citizen in the course of their activities or in any way engage in conduct that threatens the health and safety of another or causes a nuisance.

(6) Effect of delinquent personal property taxes. No vendor, solicitor or peddler license shall be granted to any person owing any personal property taxes or other indebtedness to the city, or who contemplates using any personal property on which personal property taxes are owed, in the operation of such business.

(7) Sales limited to products on application. Vendors, solicitors and peddlers shall be limited to the sale of products specified on their application. Amendments to originally approved applications must be submitted to the city clerk for review and approval, and shall not be effective prior to such approval. An application fee of an amount established in the schedule of fees, charges, bonds and insurance must accompany each request for an amendment.

(8) Licenses non-sellable and non-transferable. Vendor, solicitor and peddler's licenses issued under the authority of this chapter shall be non-sellable and non-transferable, either as to persons or as to location.

(c) Traffic regulations, obstructing public places.

(1) Vendors, solicitors and peddlers shall observe all traffic and parking regulations. Unless specifically approved, vendors, peddlers and solicitors shall not conduct business in a congested area, or occupy a stationary location on a public street, sidewalk, parkway, park, parking lot, or any other public property which is to be used by pedestrians or persons operating motor vehicles. Such vendors, peddlers and/or solicitors shall be presumed to have occupied a location if he/she has conducted business in any such public place for a period in excess of ten minutes.

(2) Sales to persons standing in roadway, to vehicles at red lights and to vehicles in moving traffic lanes are prohibited.

(d) Display of license required. All vendors, solicitors and peddlers shall display the license provided by the city clerk, on his or her person or in a prominent place on their vehicle or removable or non-permanent stand. The failure of a vendor, peddler and/or solicitor to conspicuously and constantly exhibit such license when engaged in his/her licensed business shall be sufficient cause for the suspension or revocation of his/her license.

Any certificate or license issued by the Oakland County Health Department shall also be prominently displayed on any vehicle or stand subject to this article.

(e) Prices posted. A vendor and frozen confection vendor shall have posted on their vehicle, removable stand or non-permanent stand, the current prices charged for each item sold and no item shall be sold for more than the posted price.

(f) Litter clean-up required. Vendors shall (at their own expense) keep the sidewalks, streets, and other public places adjoining and adjacent to their locations of business clean and free from any refuse generated or resulting from the operation of their business.

(1) Under no circumstances may any vendor, solicitor or peddler use any city trash can, dumpster or other receptacle, drain or sewer to dispose of any litter, refuse, substance, fluid, liquid or grease.

(2) Violation of this subparagraph more than twice during one license year may constitute license revocation.

(g) Cash deposit for litter clean-up. Vendors shall file with the city a cash deposit for the removal of any litter on any sidewalk, street and/or other public place adjoining and adjacent to their locations in the event the vendor fails to maintain such areas in compliance with this article. The amount of the cash deposit shall be set forth in the schedule of fees, charges, bonds and insurance. If the vendor fails to remove any such litter, the city may remove the litter and charge the costs against the cash deposit. In the event a vendor exhausts its cash deposit, the vendor shall be invoiced by the city for any restoration or litter on city property in excess of the amount of the deposit.

(h) Commercial vendors, peddlers and solicitors shall obtain insurance as set forth in the schedule of fees, charges, bonds and insurance.

(i) Commercial vendors shall agree to indemnify and hold the city harmless, the language of which is set forth in the schedule of fees, charges, bonds and insurance.

All other Sections of Chapter 26. – BUSINESSES shall remain unaffected.

Ordained this _____ day of _____, 2026. Effective upon publication.

_____
Clinton Baller, Mayor

_____
Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____ and that a summary was published _____, 2026.

_____
Alexandria D. Bingham, City Clerk

MEMORANDUM

Planning Department

DATE: March 9, 2026

TO: Jana Ecker, City Manager

FROM: Nick Dupuis, Planning Director

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

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INTRODUCTION:

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

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

BACKGROUND:

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

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

On June 10, 2025 (Agenda – Minutes), the Board of Zoning Appeals moved to grant a

dimensional variance of 1 usable off-street loading space with a condition that should the compactor no longer be required that the loading space be returned to the required dimensions.

On August 25, 2025 (Agenda – Minutes), the City Commission moved to adjourn the original public hearing after having postponed it once before to await an executed Special Land Use Permit Contract. In addition, the City Commission moved to require the applicant to cover the cost of the additional noticing that will be required to reset the public hearing.

On February 9, 2026 (Agenda - Minutes), the City Commission moved to postpone a public hearing to a date certain of February 23, 2026 to work through some contract and enforcement concerns. Unfortunately, the Planning Department did not get the item on the agenda for the 23rd, and thus the item needs to be re-noticed.

LEGAL REVIEW:
The City Attorney has reviewed this request and has no objections as to form and content.

FISCAL IMPACT:
There are no fiscal impacts related to the Special Land Use Permit Amendment and Final Site Plan & Design Review request submitted.

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

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

PUBLIC COMMUNICATIONS:
As required for Special Land Use Permit Reviews, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the Planning Board on May 28, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site. Similar notices were provided in advance of the public hearings at the City Commission on July 28, 2025, August 25, 2025 and February 9, 2026. A new round of similar public notices will be provided in advance of the public hearing at the City Commission on April 13, 2026.

SUMMARY:
The Planning Department requests that the City Commission set a public hearing date of April 13, 2026 to consider the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward, to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor.

ATTACHMENTS:
1. Daxton Hotel - Special Land Use Permit Resolution

2. Daxton Hotel - Special Land Use Permit Contract 2026
3. Daxton Hotel - Site/Design Plans
4. Planning Board Report - May 28, 2025
5. Board of Zoning Appeals Case Description - June 10, 2025

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of April 13, 2026 to consider the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward, to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor.

Daxton Hotel
298 S. Old Woodward
Special Land Use Permit Amendment 2026

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

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

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

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

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

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

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

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

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

WHEREAS, The Birmingham City Commission has conducted a public hearing on February 9, 2026 and has reviewed the Special Land Use Permit Amendment and Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, Sections 7.27 and 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission adopts the findings of the Planning Board and finds the standards imposed in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and other applicable standards in the City Code have been met, subject to the conditions below, and that the Daxton Hotel's application for a Special Land Use Permit Amendment and Final Site Plan & Design Review at 298 S. Old Woodward is hereby approved.

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

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

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

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

BE IT FURTHER RESOLVED that the Daxton Hotel is recommended for approval of a modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor at 298 S. Old Woodward, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on April 13, 2026.

_____

Alexandria Bingham
City Clerk

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

This Contract is entered into this____day of_____, 2025 by and between **WOODWARD BROWN VENTURES, LLC**, whose address is 6400 Telegraph Rd. Ste. 2000, Bloomfield Hills MI 48301 (hereinafter referred to as "Daxton Hotel"), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WOODWARD BROWN VENTURES, LLC (Daxton Hotel)

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 15th day of December, 2025, before me personally appeared Mark Mitchell who acknowledged that with authority on behalf **WOODWARD BROWN VENTURES, LLC** to do so signed this Agreement.

Sherri Dagastino
Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My commission expires: Feb 23, 2030

SHERRI DAGASTINO
Notary Public - State of Michigan
County of Macomb
My Commission Expires Feb 23, 2030
Acting in the County of Oakland

CITY OF BIRMINGHAM

By: _____
Clinton Baller, 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
Mary M. Kucharek, City Attorney w/per TJG
(Approved as to form)

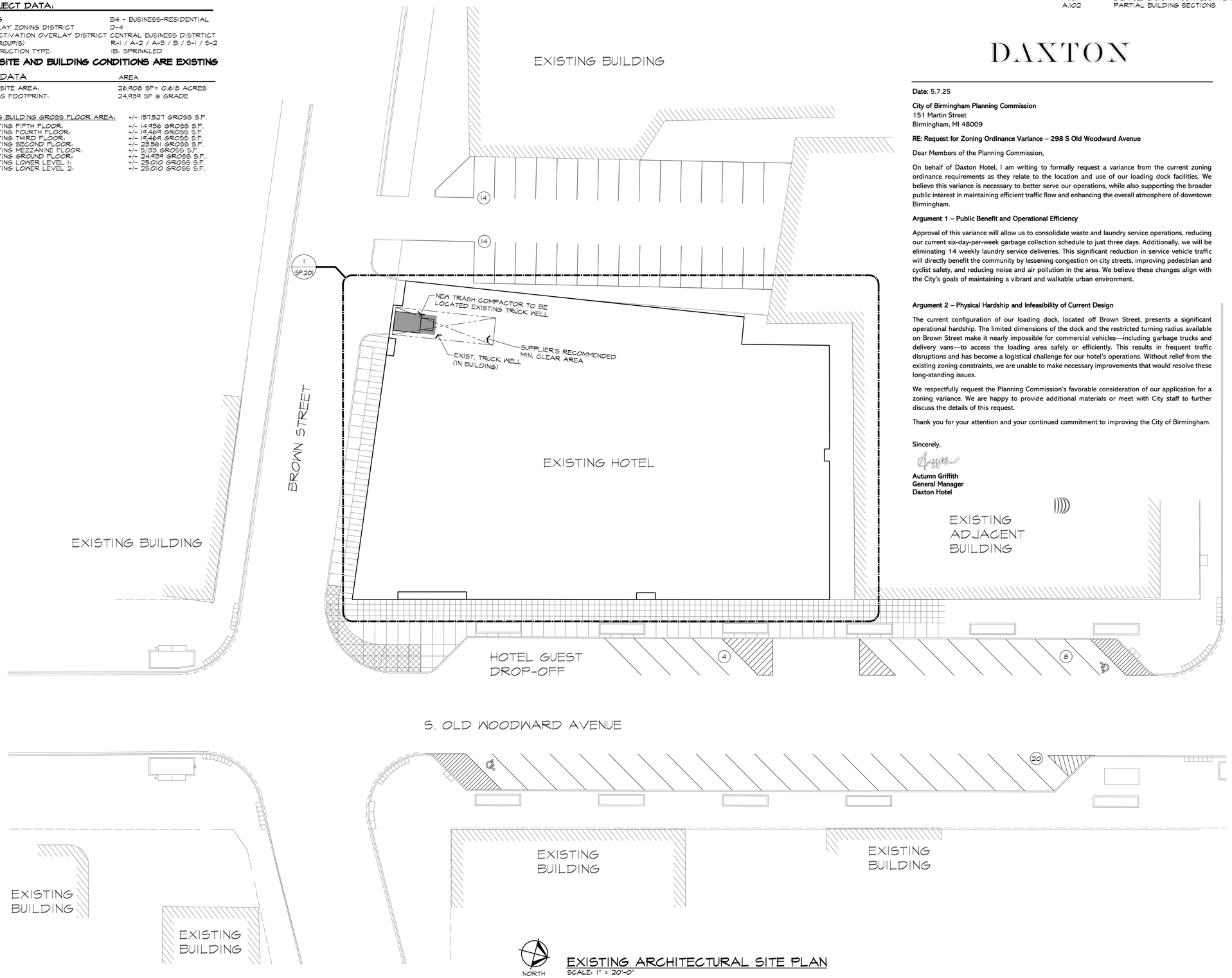
PROJECT DATA:

ZONING	B4 - BUSINESS-RESIDENTIAL
OVERLAY ZONING DISTRICT	D-4
VIA ACTIVATION OVERLAY DISTRICT	CENTRAL BUSINESS DISTRTICT
USE GROUP(S)	R-1 / A-2 / A-3 / B / S-1 / S-2
CONSTRUCTION TYPE:	1B: SPRINKLED

ALL SITE AND BUILDING CONDITIONS ARE EXISTING

SITE DATA	AREA
TOTAL SITE AREA:	26,908 SF= 0.618 ACRES
BUILDING FOOTPRINT:	24,934 SF @ GRADE

EXISTING BUILDING GROSS FLOOR AREA:	+/- 157,527 GROSS S.F.
EXISTING FIFTH FLOOR:	+/- 14,936 GROSS S.F.
EXISTING FOURTH FLOOR:	+/- 19,469 GROSS S.F.
EXISTING THIRD FLOOR:	+/- 19,461 GROSS S.F.
EXISTING SECOND FLOOR:	+/- 23,561 GROSS S.F.
EXISTING MEZZANINE FLOOR:	+/- 5,133 GROSS S.F.
EXISTING GROUND FLOOR:	+/- 24,934 GROSS S.F.
EXISTING LOWER LEVEL 1:	+/- 25,010 GROSS S.F.
EXISTING LOWER LEVEL 2:	+/- 25,010 GROSS S.F.



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

SHEET INDEX

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

DAXTON

Date: 5.7.25

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

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

Dear Members of the Planning Commission,

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

Argument 1 – Public Benefit and Operational Efficiency

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

Argument 2 – Physical Hardship and Infeasibility of Current Design

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

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

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

Sincerely,

Autumn Griffith
General Manager
Daxton Hotel

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

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

GAV ASSOCIATES

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

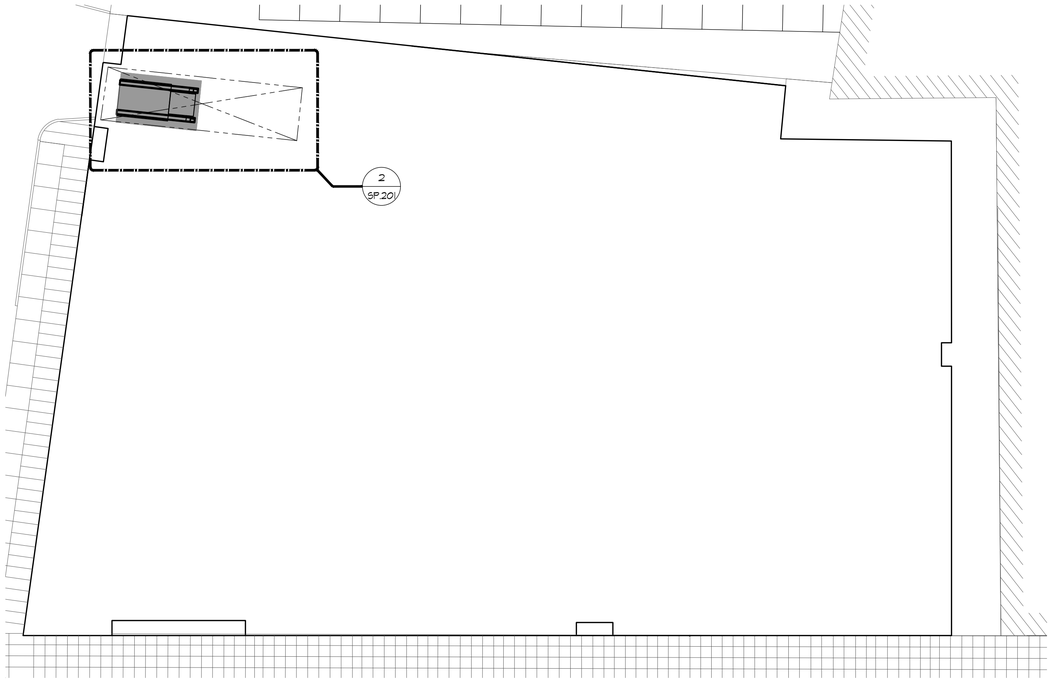
DRAWN:	DESIGNED:	CHECKED:
DG	DG	DG

SCALE : 1" = 20'-0"

FILE NAME : 24085_SP101

JOB #: 24085

SHEET TITLE
EXISTING ARCHITECTURAL SITE PLAN
SHEET #
SP.101



NORTH

1 SP.101

BUILDING KEY PLAN
NOT TO SCALE

GENERAL TRASH COMPACTOR NOTES:

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

SC-20 Self-Contained Compactor

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

All Specifications are subject to change without notice.

Installation Requirements

Minimum Recommended Requirements:

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

Minimum Clearance Requirements:

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

Electrical Disconnect Requirements		
10 HP Motor		
Voltage	Amperage	Fuse
208	60	50
240	60	40
480	30	20

Standard Features

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

Available Options

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

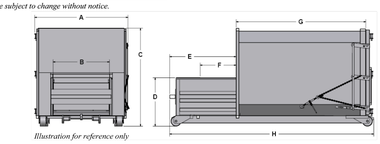


Illustration for reference only

A	B	C	D	E	F	G	H	Capacity
99 1/4"	60"	104 1/2"	52"	71"	30 5/8"	138"	217 1/2"	20-Yard

CONTRACT WELDING & FABRICATING, INC.

Distributor

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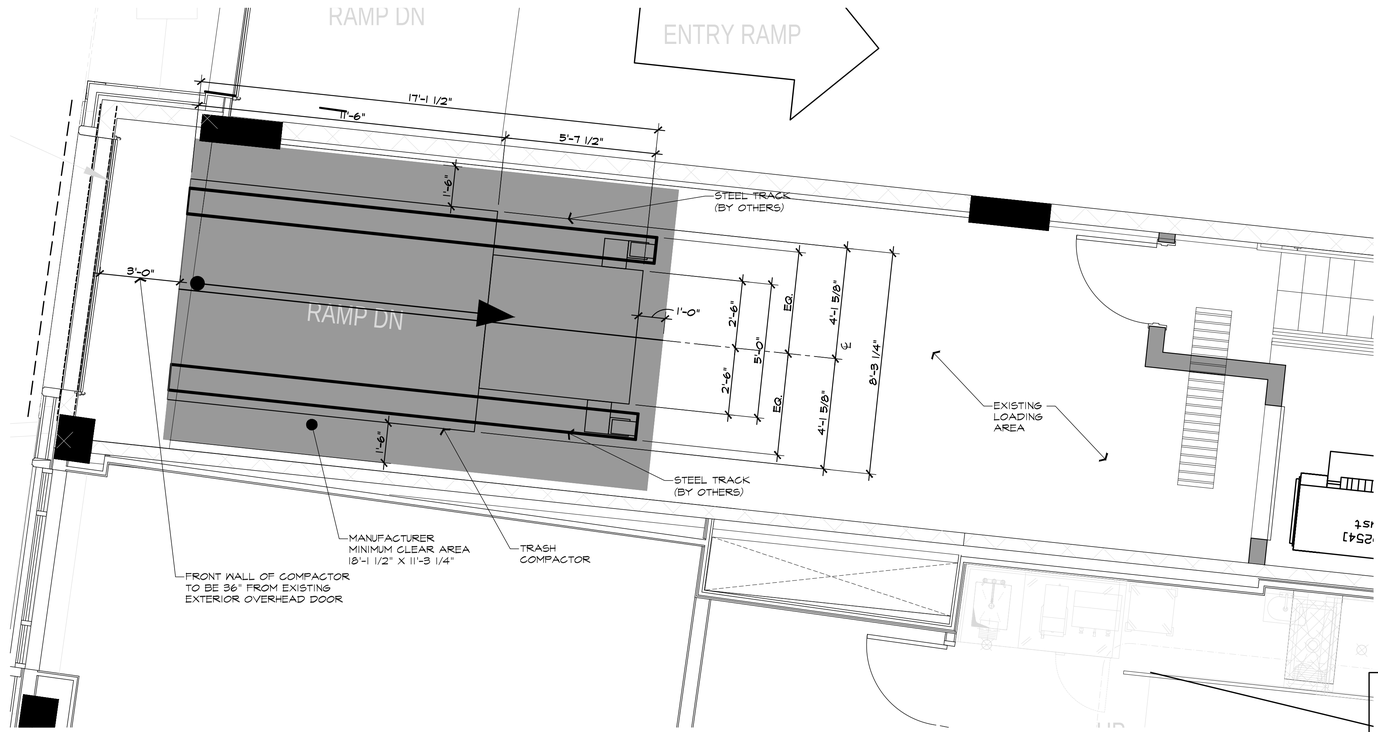

NORTH

2 SP.201

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

ISSUED FOR	DATE
OWNER REVIEW	1-24-2025
PERMITS	2-4-2025
SPA/SLU/ZBA	5-12-2025
COMPACTOR REVISION	5-20-2025
SPA/SLU/ZBA REVISIONS	5-23-2025
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PROPOSED INTERIOR RENOVATION FOR:
DAXTON HOTEL
298 S. OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN 48009

DRAWN:	DESIGNED:	CHECKED:
DG	DG	DG

SCALE : VARIES

FILE NAME : 24085_SP201

JOB #: 24085

SHEET TITLE
TRASH COMPACTOR LOCATION AND INFORMATION

SHEET #
SP.201

STATE OF MICHIGAN
SAMIR M KARIM
ARCHITECT
No. 1301038452
LICENSED ARCHITECT

CODE REVIEW & BLDG ANALYSIS:

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

1. GENERAL CONTR. TO COMPLY W/ ALL FEDERAL, STATE, CITY AND LOCAL CODES WHERE APPLICABLE
   - MICHIGAN BUILDING CODE 2015
   - ICC/ANSI A117.1 2009 AND MICHIGAN BARRIER FREE DESIGN LAW P.A. 1 OF 1966 AS AMENDED
   - MICHIGAN MECHANICAL CODE 2021 (M.M.C.)
   - MICHIGAN PLUMBING CODE 2021 (M.P.C.)
   - FIRE SUPPRESSION NFPA 13-2013
   - FIRE ALARM NFPA 72-2012
   - INTERNATIONAL FUEL GAS CODE 2015 (I.F.G.C)
   - MICHIGAN ENERGY CODE 2015, PART 10a (M.E.C.) ANSI/ASHRAE/IESNA STANDARD 90.1 1999 EDITION
   - MICHIGAN ELECTRICAL CODE BASED ON 2023 N.E.C. W/ PART 8 AMENDMENTS
   - INTERNATIONAL FIRE CODE 2015 (I.F.C.)
   - PROJECT SHALL COMPLY W/ MBC 2015 CHP. 35 REFERENCE STANDARDS

FLOOR AREA (MBC):

GROUND LEVEL
PROPOSED AREA OF WORK 5541 SF

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

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

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

EXIT ACCESS TRAVEL DISTANCE
'S-1' USE GROUP = 250' ALLOWED (SPRINKLED BLDG.)
'S-1' USE GROUP = 159'-6 3/8" PROVIDED (SPRINKLED BLDG.) - COMPLIES

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

DEMOLITION NOTES:

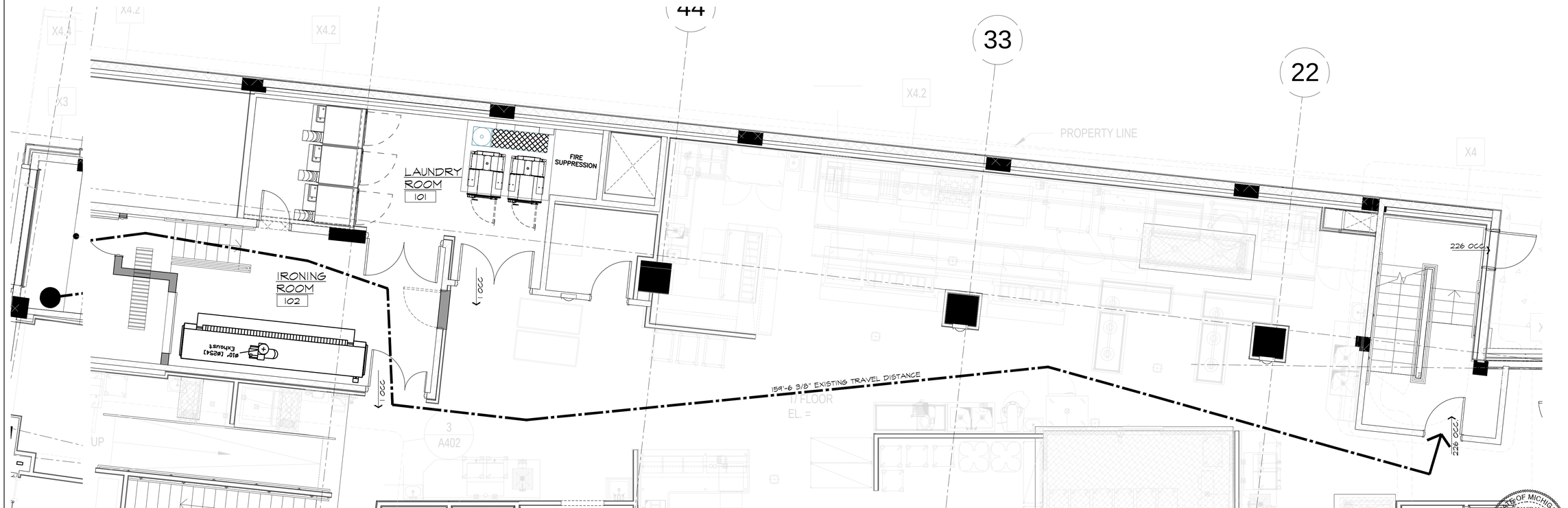
1. CONTRACTOR TO VERIFY THAT ALL EXISTING UTILITIES ARE SHUT OFF PRIOR TO THAT PHASE OF DEMOLITION. COORDINATE WITH LOCAL UTILITY COMPANIES AS NECESSARY.
2. ALL TRADES ARE TO USE GFCI FOR ELECTRICAL USE DURING DEMO WORK.
3. CONTRACTORS SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO START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

GENERAL CONSTRUCTION NOTES:

1. DO NOT SCALE DRAWINGS. USE GIVEN DIMENSIONS ONLY (TO FACE OF GYP. BD. ON MTL. STUDS & TO FACE OF UNFINISHED BLOCK WALLS), IF DIMENSIONS ARE IN QUESTION THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH THE WORK.
2. GENERAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATIONS OF DUCTS, PIPING BOXES, CHASES, CONDUITS, ETC.
3. VERIFY LOCATION OF ALL EQUIPMENT AND VERIFY SIZES, WALL OPENINGS, AND SUPPORT REQUIREMENTS WITH MANUFACTURER. PROVIDE OPENINGS, BRACING AND REINFORCEMENT AS REQUIRED BY MANUFACTURER
4. POINT LOADS SHALL NOT BE ALTERED W/ OUT NOTIFYING ARCHITECT.
5. ALL DOORS TO COMPLY WITH THE, 2015 EDITION OF THE MICHIGAN BUILDING CODE SECTION 1010 AND ICC/ANSI A117.1-2009 SECTION 404.2.
6. THIS BUILDING HAS AN AUTOMATIC SPRINKLER SYSTEM. ALL INTERIOR EXIT STAIRWAYS AND RAMPS AND EXIT PASSAGEWAYS SHALL HAVE CLASS 'B' INTERIOR WALL AND FINISHES. ALL CORRIDORS AND ENCLOSURE FOR EXIT ACCESS STAIRWAYS AND RAMPS SHALL HAVE CLASS 'C' INTERIOR WALL AND FINISHES. ROOMS AND ENCLOSED SPACES SHALL HAVE CLASS 'C' INTERIOR WALL AND FINISHES.
7. ALL GYPSUM BOARD MATERIALS AND ACCESSORIES SHALL CONFORM TO THE APPROPRIATE STANDARDS IN ACCORDANCE WITH TABLE 2506.2 MBC 2015
8. DOOR HANDLES, PLUS LATCH, LOCKS AND OTHER OPERATING MAXIMUM HEIGHT OF 34"-48" ABOVE FINISH FLOOR. OPERATING DEVICES SHALL BE CAPABLE OF OPERATION WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. ALL MEANS OF EGRESS WHERE SERVING AN OCCUPANT LOAD OF 50 OR MORE PERSONS. THE OPENING FORCE FOR INTERIOR SIDE-SWING DOORS WITH- OUT CLOSERS SHALL NOT EXCEED 5-POUND FORCE. FOR ALL OTHER SIDE-SWING, SLIDING AND FOLDING DOORS, THE DOOR LATCH SHALL RELEASE WHEN SUBJECT TO A 15-POUND FORCE. THE DOOR SHALL SWING TO A FULL-OPEN POSITION WHEN SUBJECTED TO A 15 POUND FORCE. FORCES SHALL BE APPLIED TO THE LATCHSIDE..
9. ALL MEANS OF EGRESS DOORS SHALL BE READILY OPERABLE FROM THE SIDE FROM WHICH EGRESS IS TO BE MADE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE, OR EFFORT.
10. ALL EXIT DOORS & MEANS OF EGRESS DOORS SHALL BE SIDE HINGED, NON-LOCKING & SWING IN DIRECTION OF EGRESS.
11. ALL GLASS SHALL BE SAFETY GLASS AS REQ'D PER SECTION 2406.4 AND SHALL PASS THE TEST REQ'MTS. OF CPSC 16 CFR, PART 1201.
12. EGRESS SIGNAGE SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED AT ALL TIMES. SIGNS SHALL STAY LIT MINIMUM 90 MINUTES DUE TO POWER OUTTAGE.
13. SUSPENDED CEILING GRID SYSTEM SHALL COMPLY WITH MBC SECTION 803.11.
14. ALL PENETRATIONS IN WALLS FOR PIPING, CONDUIT, ETC. SHALL BE SEALED.
15. A PORTABLE FIRE EXTINGUISHER MUST BE PRESENT DURING CONSTRUCTION. PERMANENT PORTABLE FIRE EXTINGUISHER LOCATIONS TO BE DETERMINED PER I.F.C. AND FIELD BUILDING INSPECTOR.
16. APPROVED FIRE STOP MATERIAL SHALL BE PROVIDED IN ALL DROPS FOR ELECTRICAL, PLUMBING, & HEATING.
17. ALL EXIT DISCHARGE DOORS TO CONTAIN A TACTILE SIGN (TS) STATING "EXIT" COMPLYING WITH ICC A117.1 SECTION 703.3 AS REQ'D BY MBC 2015 SECTIONS 1111.3 (ITEM #2) AND 1013.3. LOCATION OF SIGNS SHALL BE ALONGSIDE THE DOOR AT THE LATCH SIDE, ON THE INACTIVE LEAF OF DOUBLE DOOR, ON THE RIGHT HAND DOOR OF DOUBLE ACTIVE DOORS OR ON NEAREST ADJACENT WALL WHERE NO WALL IS ADJACENT TO LATCH SIDE OF DOOR. HT OF CHARACTERS SHALL BE 48" AFF TO BASELINE OF LOWEST TACTILE CHARACTER AND 60" AFF TO BASELINE OF HIGHEST.
18. "EXIT" SIGNS SHALL HAVE RED LETTERS AT LEAST 6" HIGH AND THE MINIMUM WIDTH OF EACH STROKE SHALL BE 3/4" ON A WHITE BACKGROUND OR IN OTHER APPROVED DISTINGUISHABLE COLOR. THE WORD "EXIT" EXCEPT THE LETTER "I" SHALL HAVE LETTERS HAVING A WIDTH NOT LESS THEN 2 INCHES AND THE MINIMUM SPACING BETWEEN LETTERS SHALL NOT BE LESS THAN 3/8" OF AN INCH. SIGNS LARGER THAN THE MINIMUM SIZE REQUIRED SHALL HAVE LETTERS WIDTH AND SPACING IN THE SAME PROPORTION TO THE HEIGHT AS INDICATED IN THIS CODE. IF AN ARROW IS PROVIDED AS PART OF AN 'EXIT' SIGN, THE CONSTRUCTION SHALL BE SUCH THAT THE ARROW CANNOT BE READILY CHANGED. THE WORD "EXIT" SHALL BE CLEARLY DISCERNIBLE WHEN THE SIGN IS ILLUMINATION MEANS IS NOT ENERGIZED.
19. REPAIR AND PATCH WALLS / FLOORS AS NEEDED.
20. PER AHJ HOTELS TO HAVE PORTABLE FIRE EXTINGUISHERS PER ALL APPLICABLE CODES.
21. ALL FINISHES BY OWNER AND CONTRACTOR.
22. SOUND BATTS IN INTERIOR WALLS.
23. NOT USED.
24. NOT USED.
25. ALL METAL STUD WALLS THAT RUN TO UNDERSIDE OF FLOOR/ROOF DECK TO HAVE A DEFLECTION TRACK AT TOP OF WALL.

SHEET INDEX

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



NORTH

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

ISSUED FOR	DATE
OWNER REVIEW	1-24-2025
PERMITS	2-4-2025
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PROPOSED INTERIOR RENOVATION FOR:
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BIRMINGHAM, MICHIGAN 48009

DRAWN:	DESIGNED:	CHECKED:
DG	DG	DG

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

FILE NAME : 18123_A100

JOB #: 24085

SHEET TITLE
AFFECTED AREA LIFE SAFETY FLOOR PLAN
SHEET #
A.100

STATE OF MICHIGAN
SAMIR M KARIM
ARCHITECT
No. 1301038452
LICENSED ARCHITECT

DOOR SCHEDULE

DOOR HARDWARE TO PROVIDED TO OWNER COMPLYING WITH APPLICABLE CODES AND PER GENERAL DOOR SPECIFICATION.

NO.	ROOM NAME	DOOR SIZE	DOOR TYPE	DOOR MATERIAL	FRAME TYPE	FRAME MATERIAL	HARDWARE SET	NOTE LEGEND	REMARKS
FIRST FLOOR									
101A	LAUNDRY ROOM	(2) 3'-0" x 7'-0" x 1 3/4"	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING		
101B	LAUNDRY ROOM	(2) 3'-0" x 7'-0" x 1 3/4"	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING		
101C	DRYER AREA DOOR	2'-6" x 7'-0" x 1 3/4"	2	HM	B	HM	F, G, J		DRYER MAINTENANCE AREA DOOR
102A	IRONING ROOM	3'-0" x 7'-0" x 1 3/4" 1'-8" x 7'-0" x 1 3/4"	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING		
102B	IRONING ROOM	3'-0" x 7'-0" x 1 3/4"	1	HM	A	HM	E, F, G, H, M	1	
102C	IRONING ROOM	3'-0" x 7'-0" x 1 3/4"	B	HM	C	HM	D, E, F, G		ROLL-UP OVERHEAD DOOR

WALL LEGEND

A	6 W/1 3/8" FLANGE 20 GA METAL STUDS AT 16" O.C. WITH 5/8" CEMENT BD ON EACH SIDE - EXTEND TO BOTTOM OF DECK. PROVIDE R-21 KRAFT-FACED BATT INSULATION. PROVIDE DEFLECTION TRACK. PAINT TO MATCH EXIST. WALL CONSTRUCTION
B	8 W/1 3/8" FLANGE 20 GA METAL STUDS AT 16" O.C. WITH 5/8" HIGH IMPACT GYP. BD. ON EACH SIDE - EXTEND TO BOTTOM OF DECK. PROVIDE DEFLECTION TRACK. - PAINT TO MATCH EXIST. ADJ. WALL CONSTRUCTION

ABBREVIATION (DOORS):

HM - HOLLOW METAL

HARDWARE:

A - PRIVACY LOCK SET
B - PASSAGE SET
C - OFFICE SET LOCK
D - CLASSROOM LOCK SET
E - CLOSER
F - KICKPLATE
G - WALL/FLOOR DOOR STOP
H - PANIC PUSH PAD, PULL BAR NON-LOCKING AGAINST EGRESS.
J - LOKSET
K - CARD READER
L - INTERCOM SYSTEM
M - DOOR TO HAVE EGRESS SIGNAGE PER NFPA 101 2015 14.2.10.10

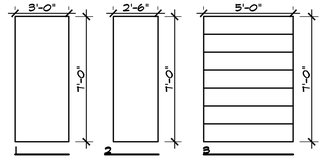
NOTE, VERIFY FINAL HARDWARE SETS WITH OWNER AND CONSTRUCTION MANAGER

DOOR NOTE LEGEND:

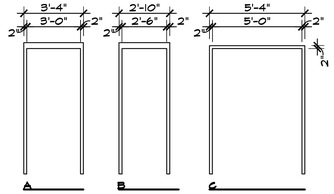
1. 45 MINUTE FIRE-RATED DOORS, FRAMES, AND GLASS. SEE DOOR TYPE FOR DOORS WITH GLASS (100 SQ. IN. MAXIMUM, REINFORCED WITH WIRE).
2. SMOKE TIGHT DOOR SEAL

GENERAL DOOR SPECIFICATION

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



DOOR PANEL TYPES



DOOR FRAME TYPES

CODE REVIEW & BLDG ANALYSIS:

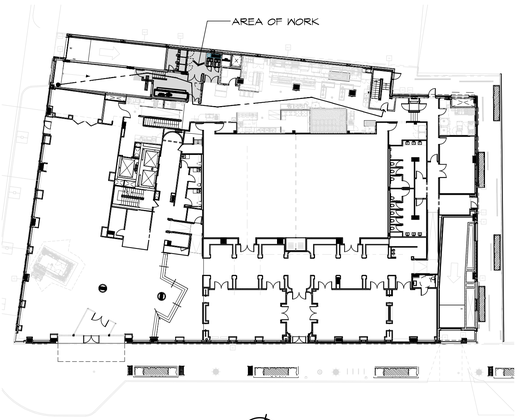
THE BUILDING PLANS ARE BEING SUBMITTED FOR THE PROPOSED ALL NEW CONSTRUCTION, SHALL COMPLY TO THE FOLLOWING.

1. GENERAL CONTR. TO COMPLY W/ ALL FEDERAL, STATE, CITY AND LOCAL CODES WHERE APPLICABLE
   - MICHIGAN BUILDING CODE 2015
   - ICC/ANSI A117.1 2009 AND MICHIGAN BARRIER FREE DESIGN LAW P.A. 1 OF 1966 AS AMENDED
   - MICHIGAN MECHANICAL CODE 2021 (M.M.C.)
   - MICHIGAN PLUMBING CODE 2021 (M.P.C.)
   - FIRE SUPPRESSION NFPA 13-2013
   - FIRE ALARM NFPA 72-2012
   - INTERNATIONAL FUEL GAS CODE 2015 (I.F.G.C)
   - MICHIGAN ENERGY CODE 2015, PART 10a (M.E.C.) ANSI/ASHRAE/IESNA STANDARD 90.1 1999 EDITION
   - MICHIGAN ELECTRICAL CODE BASED ON 2023 N.E.C. W/ PART 8 AMENDMENTS
   - INTERNATIONAL FIRE CODE 2015 (I.F.C.)
   - PROJECT SHALL COMPLY W/ MBC 2015 CHP. 35 REFERENCE STANDARDS

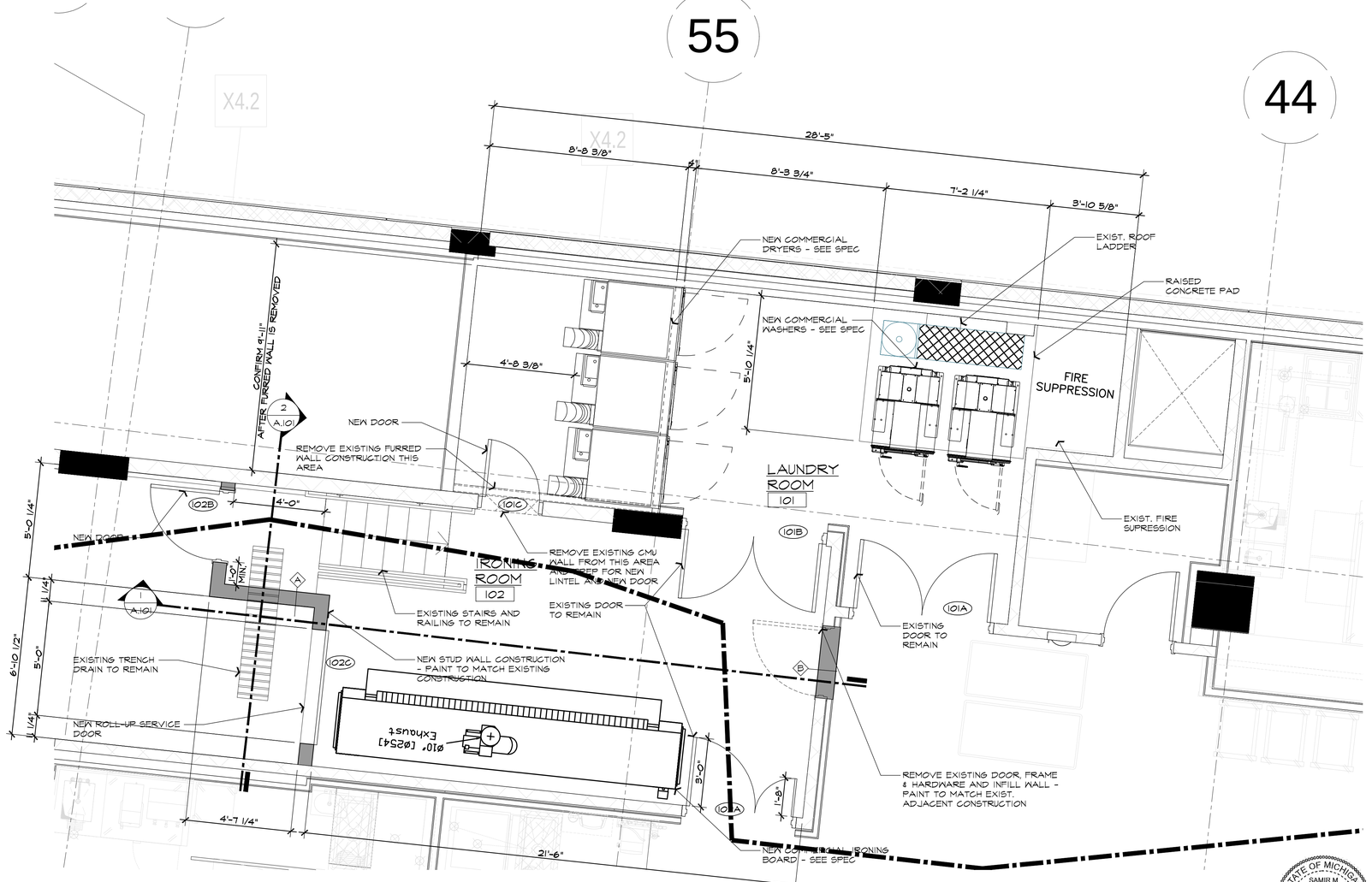
FIRE AND SAFETY:

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

LOCATION MAP
SCALE: NTS
NORTH



KEY PLAN
SCALE: NTS
NORTH



NORTH

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

ISSUED FOR	DATE
OWNER REVIEW	1-24-2025
PERMITS	2-4-2025
SPA/SLU/ZBA	5-12-2025
SPA/SLU/ZBA REVISIONS	5-23-2025
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ARCHITECTURAL DESIGN
RESIDENTIAL
COMMERCIAL
INDUSTRIAL

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

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

DRAWN:	DESIGNED:	CHECKED:
DG	DG	DG

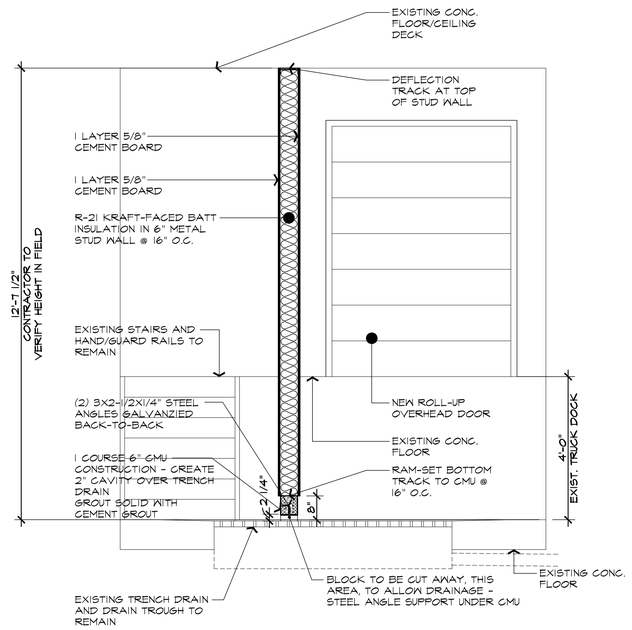
SCALE : 1/8" = 1'-0"

FILE NAME : 18123_A101

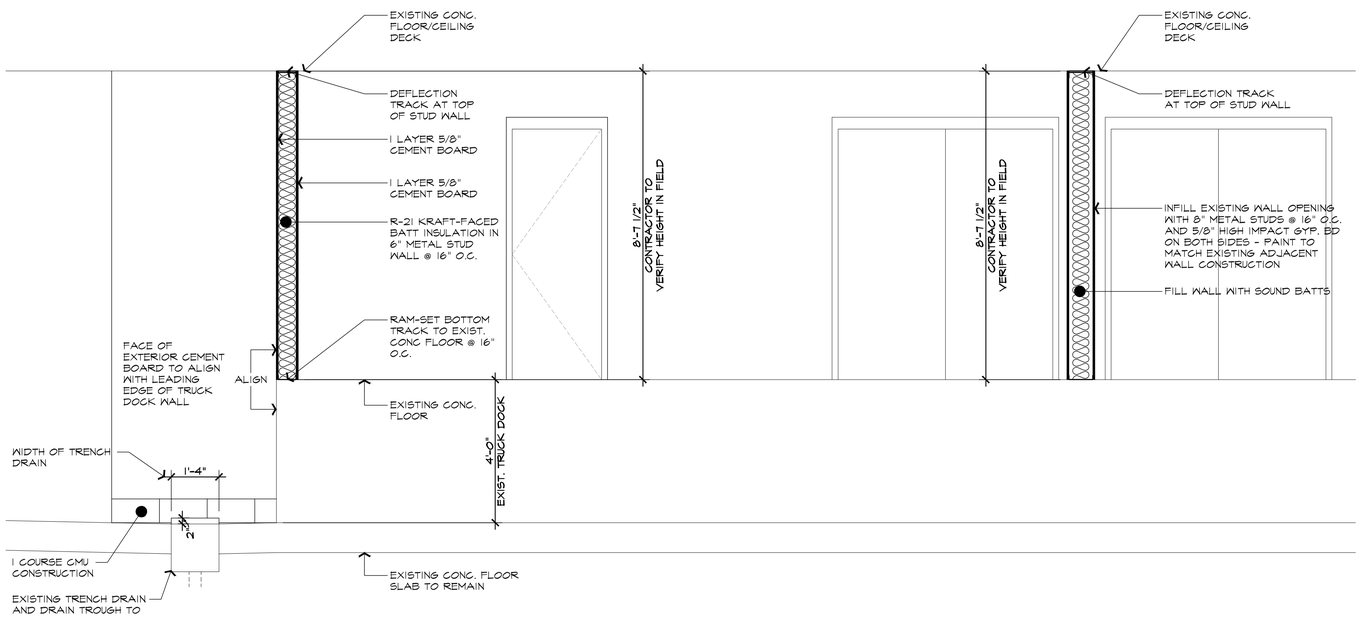
JOB #: 24085

SHEET TITLE
ENLARGED LAUNDRY ROOM FLOOR PLAN
SHEET #
A.101

STATE OF MICHIGAN
SAMIR M KARIM
ARCHITECT
No. 1301038452
LICENSED ARCHITECT



2 A.101 **PARTIAL BUILDING SECTION**
SCALE: 1/4" = 1'-0"



1 A.101 **PARTIAL BUILDING SECTION**
SCALE: 1/4" = 1'-0"

ISSUED FOR	DATE
OWNER REVIEW	1-24-2025
PERMITS	2-4-2025
SPA/SLU/ZBA	5-12-2025
SPA/SLU/ZBA REVISIONS	5-23-2025
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ARCHITECTURAL DESIGN
RESIDENTIAL
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WEB: WWW.GAVASSOCIATES.COM

GAV ASSOCIATES

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

DRAWN:	DESIGNED:	CHECKED:
DG	DG	DG

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

FILE NAME : 24085_A102

JOB #: 24085

SHEET TITLE
PARTIAL BUILDING SECTIONS
SHEET #
A.102

STATE OF MICHIGAN
SAMIR M KARIM
ARCHITECT
No. 1301038452
LICENSED ARCHITECT

MEMORANDUM

Planning Department

DATE: May 28, 2025

TO: Planning Board Members

FROM: Nick Dupuis, Planning Director

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

---

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

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

Article 7, Section 7.43 states that Site Plan and Design Review for special land uses shall be considered and acted upon by the City Commission. Prior to its consideration of a special land use application for an initial permit or an amendment to a permit, the City Commission shall refer the Site Plan and the design to the Planning Board for its review and recommendation.

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

1.0 Land Use and Zoning

1.1 Existing Land Use – The existing land use is commercial.

1.2 Zoning – The subject site exists within the B4 (Business-Residential) and D4 (Downtown Overlay) Zoning Districts.

1.3 Summary of Adjacent Land Use and Zoning – The following chart summarizes existing land use and zoning classifications of the adjacent and/or nearby properties:

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

2.0 Setback, Bulk and Height Requirements

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

3.0 Screening and Landscaping

3.1 Dumpster Screening – When the project was originally approved, the building contained waste receptacles in a "trash room" located adjacent to the off-street loading facility. At this time, the applicant is proposing to modify the existing trash room and a portion of the loading facility to provide an on-site laundry facility. This change would formalize the relocation of waste receptacles from the approved trash room to the loading area. This appears to have been a condition that has existed for some time now, especially since Brown Street has been affected by the construction of two new buildings to the south. Although the trash is proposed to be relocated, it would still be screened by the building.

3.2 Parking Lot Screening – There are **no changes** proposed to the on-site parking facilities.

3.3 Mechanical Equipment Screening – There are **no changes** proposed to the mechanical equipment on site.

3.4 Landscaping – There are **no changes** proposed to the landscaping on site.

3.5 Streetscape – There are **no changes** proposed to any proposed streetscape elements on site.

4.0 Parking, Loading and Circulation

4.1 Parking – There are **no changes** proposed to the parking requirements on site.

4.2 Loading – As noted above, the proposed changes to the previously approved dumpster area within the building has necessitated that the waste receptacles to be transitioned to a compactor and moved into the existing loading facility. This off-street loading facility is required based on the requirements of Article 4, Section 4.24 (C) of the Zoning Ordinance. With the addition of the trash compactor (18 ft. x 8 ft.), the length of the loading facility will be reduced well short of the required 40 ft. length and would eliminate truck access to the space. Thus, **the applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals.**

4.3 Vehicular Circulation and Access – There are **no changes** proposed to vehicular access to the site. Vehicles will enter the facility via a single curb cut on Brown, which will provide them access to the ground level and/or lower level parking facilities. Vehicles exit the site through a garage door and curb cut on the north side of the property along S. Old Woodward.

4.4 Pedestrian Circulation and Access – There are **no changes** proposed to pedestrian circulation or access to the site.

5.0 Lighting

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

6.0 Design Review

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

7.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	☒	☐	☐
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.*

- **There are no proposed changes to the location, size or height of the building.** The building is being built in accordance with the Zoning Ordinance, which permits zero lot line development. Thus, there is no required open space or landscaping for this development. The building fronts two streets and is currently open on the rear (west). The buildings placement permits for light, air and access to persons occupying the structure.

(2) *The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.*

- **There are no proposed changes to the location, size or height of the building.** The location, size and height of the building conforms with the standards of the Zoning Ordinance and provides neighboring buildings with access to adequate light.

(3) *The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.*

- **There are no proposed changes to the location, size or height of the building.** The proposed development will not hinder the reasonable development of adjoining property and should increase the value thereof.

(4) *The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.*

- **There are no proposed changes to the location, size or height of the building.** The site plan contains a single curb cut for vehicular access along Hazel, which is preferred over Old Woodward and Woodward which would create more hazardous conditions. Pedestrians have access to clear and obvious entry points to the building and adequate space to circulate around the building.

(5) *The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.*

- This development will remain compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this

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

(6) *The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.*

- This property is not required to provide landscaped open space. However, the Daxton Hotel contains a green roof in the upper alcove of the building that provides open space for inhabitants of the east side of the building.

In addition, Article 7, Section 7.36 requires applications for a Special Land Use Permit to meet the following criteria:

(1) *The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.*

- **There are no proposed changes to the use of the building.** The proposed mixture of commercial/retail and residential uses remains consistent with and will promote the intent and purpose of this Zoning Ordinance.

(2) *The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.*

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

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

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

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

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

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

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

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

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

9.0 Recommendation

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

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

10.0 Sample Motion Language for Special Land Use Permit

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

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

OR

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

1. _____
2. _____
3. _____

OR

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

1. _____
2. _____
3. _____

11.0 Sample Motion Language for Final Site Plan & Design Review

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

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

OR

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

1. _____
2. _____
3. _____

OR

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

1. _____

2. _____
3. _____

CASE DESCRIPTION

298 S. Old Woodward (25-17)

Hearing date: June 10, 2025

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

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

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

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

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

Nicholas Dupuis
Planning Director

MEMORANDUM

City Clerk's Office

DATE: March 9, 2026

TO: Jana Ecker, City Manager

FROM: Alexandria Bingham, City Clerk
Mya Brown, Deputy City Clerk

SUBJECT: Public Hearing for 2026 Liquor License Renewals

INTRODUCTION:

Annually the City Commission is required by Chapter 10, Alcoholic Liquors, of the Birmingham Code of Ordinances to review and consider the renewal of liquor licenses for establishments which sell intoxicating liquor for consumption on the premises. As part of the review process investigations of each licensed establishment are conducted by the Building, Planning, Police, Fire and Treasury departments to determine whether the licensee is in compliance with all applicable City and State codes.

BACKGROUND:

On February 9, 2026 (Agenda & Minutes), the City Commission reviewed all establishments currently holding a Class B, Class C, or Microbrewery Liquor License and moved to set a public hearing for the establishments listed below to consider whether the City Commission shall file objections with the Michigan Liquor Control Commission. In addition to the issues observed in the current review period, the City Commission requested a history of issues presented to identify any concerning trends or persistent issues. Please see below a list of the issues observed during the 2025 inspection period and narratives on how these issues were resolved since February 9, 2026:

1. 220 Merrill - 220 E Merrill

Issue: Police violation: multiple police contacts.

Resolution: Police Department staff discussed the 2025 incidents at Rose Room/220 Merrill with the business owner at length on February 12, 2026. The conversation was productive, cooperative and relationship strengthening. The owner provided updated contact information for managerial staff and security personnel and advised the employees at the location who would be counseled on their interaction with the Police Department with the goal of streamlined collaboration. The owner made it clear that they wished to be on the same team as the Police Department for the collective benefit of all stakeholders.

2. Sidecar/Slice/Shift - 117 Willits

Issue: Police violation: multiple police contacts.

Resolution: Police Department staff discussed the 2025 incidents at Sidecar/Shift/Slice with the business owner at length on February 12, 2026. The conversation was productive, cooperative and relationship strengthening. The owner provided updated contact information for managerial staff and advised that all staff would ensure collaboration and communication with the Police Department moving forward. Sidecar/Slice/Shift ownership committed to ensuring that prior issues with video requests would be addressed and corrected moving forward.

LEGAL REVIEW:

The City Attorney has reviewed this report and its attachments and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUSTAINABILITY:

There are no sustainability impacts for this agenda item.

DESIGN CONSIDERATIONS:

There are no design considerations for this agenda item.

PUBLIC COMMUNICATIONS:

On November 12, 2025, liquor license holders were contacted by certified mail with return receipt and informed of the review and renewal process, including physical establishment inspections and review of records by City staff. License holders were also notified of the date on which the City Commission will review and recommend renewal of all licenses based on the review reports. All 2026 Liquor License applications were returned to the Clerk's Office.

In the weeks prior to the February 9, 2026 City Commission meeting, all license holders with outstanding financial obligations were contacted by phone and email in an effort to resolve all outstanding amounts prior to the Commission meeting on February 9, 2026.

After the Commission meeting on February 9, 2026, certified letters were sent to the establishments which were found to have violations. These letters informed the license holders that, due to their outstanding violations, there would be an additional meeting before the City Commission to reassess their license status. The letters were sent as certified mail on February 10, 2025.

SUMMARY:

City staff request that the City Commission consider the violations observed during the 2025 annual liquor license inspections and the proposed resolutions, and consider whether the City Commission shall file objections with the Michigan Liquor Control Commission or for the renewal of liquor licenses for the following establishments holding a Class B, Class C, or Microbrewery

Liquor License:

- 220 Restaurant
- Sidecar/Slice/Shift

ATTACHMENTS:

1. Ten Year Incident Review
2. 20260309 220 Liquor License Comment for Public Hearing - R. Hoff

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the renewal of liquor licenses for the 2026 licensing period for the following restaurants which hold a Class C Liquor License and are in compliance with Chapter 10, Alcoholic Liquors of the City Code:

- 220 Restaurant
- Sidecar/Slice/Shift

Ten Year Incident Review for Liquor License Establishments		
220 Restaurant Hospitality, LLC 220 E Merrill	2025	Police violation: multiple police contacts.
	2024	Fire violation: several instances of overcrowding.
	2023	Building violation: Repair leak on hot water storage tank. Fire violation: Fire Inspectors conducted an occupancy check for the St. Patrick's Day celebration. The Fire Inspector asked to see the occupant posting and there was no sign posted at the time of the inspection. Police violation: two police contacts.
	2022	Treasury violation: 180.00 in open invoices and $10.15 in late water due Police violation: two police contacts.
	2021	Planning violation: Clutter/outdoor storage around the building; A-frame signs without permits (green sticker); Dumpster screen gate damaged and in need of repair; 5 ft. clear walking path does not seem to be fully maintained along Merrill Police violation: multiple police contacts.
	2020	Planning violation: Required 5 ft. walking path not maintained, propane heaters being stored in rear of restaurant.
	2019	Police violation: multiple police contacts: 4 assault and battery contacts and 2 disorderly conducts.
	2018	Police violation: multiple police contacts: 3 assault and battery contacts.
	2017	Police violation: one police contact for disorderly conduct.
	2016	Police violation: two police contacts for assault and battery.
	2015	Police violation: multiple police contacts: 1 assault and battery contact and 1 disorderly conduct contact.
Sidecar/Slice/Shift 117 Willits	2025	Police violation: multiple police contacts.
	2024	No violations.

	2023	Planning violation: The dumpster screening project has not yet been completed, and has been a lingering issue. Fire violation: Misdemeanor tickets issued for hazardous conditions related to discarded smoking materials and emergency egress access. Police violation: one police contact.
	2022	Police violation: two police contacts.
	2021	Police violation: one police contact.
	2020	No violations.
	2019	Police violation: multiple police contacts: 1 assault and battery contact and 3 disorderly conduct contacts.
	2018	Police violation: two police contacts for disorderly conduct.
	2017	No police violations.
	2016	Police violation: multiple police contacts: 3 disorderly conduct contacts.
	2015	Establishment not in operation.

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

Agenda Items

1 message

Rackeline Hoff <rackyhoff@hotmail.com> Wed, Feb 18, 2026 at 11:33 PM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>
Cc: Jana Ecker <jecker@bhamgov.org>

Commissioners:

There were two items on the February 9 agenda, which will be coming back before the Commission, on which I'd like to comment.

1. **220 Merrill Liquor License Renewal**- Last year, I addressed the Commission about a problem with vehicles being parked illegally on weekend nights in front of 211 E. Merrill St. making it difficult for residents to get to the building. This situation may have been caused by the restaurant's valet service parking vehicles there or a lack of police enforcement in this No Parking zone. I certainly support the Commission's investigation and serious consideration of liquor license renewals, but I want you to be aware that through the cooperation of both the business owner, Zaid Elia, and the Birmingham Police Department, this issue has been totally resolved.

2. **Daxton Hotel Special Land Use Request-** Although I have no objection to the hotel's request for in-house laundry facilities behind the building, I'm concerned about the parking of delivery vehicles in front of the hotel in the center of Old Woodward (left turn lane) resulting in the through-lane being so narrow that SMART buses cannot proceed. I have observed this situation several times; the bus must stop and wait until the delivery driver returns to move the vehicle while all the traffic behind the bus is at a standstill. I urge you to take this into consideration when making a decision about the hotel's loading docks for deliveries and it's laundry facilities.

Thank you for your consideration.

Respectfully submitted,
Rackeline Hoff

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You received this message because you are subscribed to the Google Groups "City Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CH0PR11MB53939F2948BFB97D46F0FC69AA6BA%40CH0PR11MB5393.namprd11.prod.outlook.com.

MEMORANDUM

Treasurer's Office

DATE: March 9, 2026

TO: Jana Ecker, City Manager

FROM: Ryan Katz, Deputy Treasurer
Mary Chavez, Finance Director

SUBJECT: Confirmation of SAD Roll 917 2026 Cape Seal Program

INTRODUCTION:

A Public Hearing of Confirmation of the Special Assessment Roll for the 2026 Cape Seal Program is being held on March 9, 2026. The special assessment will reimburse the City for improvements made. If the City Commission approves the roll, the property owners who benefit from these improvements will be billed for the cost of the improvements.

Comments during the hearing of confirmation are limited to those questions specifically addressing the assessment roll pursuant to Section 94-9 of the City Code.

BACKGROUND:

At the City Commission meeting on February 23, 2026, the City Commission determined the necessity of the 2026 Cape Seal Program and a Hearing of Confirmation of the Special Assessment Roll was set for March 9, 2026.

LEGAL REVIEW:

The City Attorney has reviewed the suggested resolution for compliance with City Code. The purpose of this hearing is to review and hear any objections to the Special Assessment Roll. The Special Assessment Roll is a listing of all of the properties to be assessed for the improvements to the property. Pursuant to the City Code at section 94-9, whenever a Special Assessment Roll shall be confirmed by the City Commission, it shall be final and conclusive.

FISCAL IMPACT:

If confirmed, the preliminary assessment roll would be $225,872.58. Once the project is completed and final costs are known, the roll will be adjusted to actual costs as provided by City Code. Property owners have five (5) years to pay the special assessment.

SUSTAINABILITY:

Completing cape seal treatment on roads will enhance the road surface and reduce maintenance.

DESIGN CONSIDERATIONS:
Sidewalk ramps that currently do not meet ADA standards will be removed and installed per the current ADA standards.

PUBLIC COMMUNICATIONS:
Property owners were notified by mail of the public hearing dates. If the City Commission confirms the Special Assessment Roll, the Treasurer's office will notify the property owners in the Special Assessment District of the confirmation and the lien on their property.

SUMMARY:
The Treasurer's office recommends that the City Commission conduct the Hearing of Confirmation of Special Assessment District 917 and further to confirm the roll as attached to this report.

ATTACHMENTS:
1. Memorandum: Hearing of Necessity for 2026 Cape Seal Program

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution confirming Special Assessment Roll 917 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 917, has been heretofore prepared for Collection; and

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

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

WHEREAS, the Commission Resolution 02-035-26 provided it would meet this 9th day of March, 2026 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this March 9, 2026, 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. 917 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 seven and three-quarters percent (7.75%) on all unpaid installments.

Sidwell Number	Street Address	Cape Seal Assessment

19-25-151-037	692 Oak Ave	$ 1,429.18
19-25-151-139	680 Oak Ave	$ 1,275.03
19-25-151-140	670 Oak Ave	$ 1,275.03
19-25-151-039	640 Oak Ave	$ 1,020.84
19-25-151-040	608 Oak Ave	$ 1,531.26
19-25-151-137	556 Oak Ave	$ 2,143.77
19-25-151-138	520 Oak Ave	$ 1,633.35
19-25-151-127	450 Oak Ave #100	~~$ 127.95~~ **$235.20**
19-25-151-130	450 Oak Ave #101	~~$ 255.19~~ **$235.20**
19-25-151-129	450 Oak Ave #102	~~$ 212.15~~ **$235.20**
19-25-151-128	450 Oak Ave #103	~~$ 274.01~~ **$235.20**
19-25-151-133	450 Oak Ave #201	~~$ 255.19~~ **$235.20**
19-25-151-132	450 Oak Ave #202	~~$ 212.15~~ **$235.20**
19-25-151-131	450 Oak Ave #203	~~$ 274.01~~ **$235.20**
19-25-151-136	450 Oak Ave #301	~~$ 255.19~~ **$235.20**
19-25-151-135	450 Oak Ave #302	~~$ 212.15~~ **$235.20**
19-25-151-134	450 Oak Ave #303	~~$ 274.01~~ **$235.20**
19-25-326-023	885 N Old Woodward Ave Unit 1	$ 141.07
19-25-326-024	885 N Old Woodward Ave Unit 2	$ 141.07
19-25-326-025	885 N Old Woodward Ave Unit 3	$ 141.07
19-25-326-026	885 N Old Woodward Ave Unit 4	$ 141.07
19-25-326-027	885 N Old Woodward Ave Unit 5	$ 141.07
19-25-326-028	885 N Old Woodward Ave Unit 6	$ 141.07
19-25-326-029	885 N Old Woodward Ave Unit 7	$ 141.07
19-25-326-030	885 N Old Woodward Ave Unit 8	$ 141.07
19-25-326-031	885 N Old Woodward Ave Unit 9	$ 141.07
19-25-326-032	885 N Old Woodward Ave Unit 10	$ 141.07
19-25-326-033	885 N Old Woodward Ave Unit 11	$ 141.07
19-25-326-034	885 N Old Woodward Ave Unit 12	$ 141.07
19-25-326-035	885 N Old Woodward Ave	$ 141.07

	Unit 13	
19-25-326-036	885 N Old Woodward Ave Unit 14	$ 141.07
19-25-326-037	885 N Old Woodward Ave Unit 15	$ 141.07
19-25-326-038	885 N Old Woodward Ave Unit 16	$ 141.07
19-25-326-003	533 Oak Ave	$ 939.17
19-25-326-002	551 Oak Ave	$ 939.17
19-25-326-001	858 Woodland St	$ 939.17
19-25-303-007	607 Oak Ave	$ 1,020.84
19-25-303-006	615 Oak Ave	$ 1,020.84
19-25-303-005	635 Oak Ave	$ 1,020.84
19-25-303-004	651 Oak Ave	$ 1,020.84
19-25-303-003	667 Oak Ave	$ 1,020.84
19-25-303-002	679 Oak Ave	$ 1,020.84
13-25-303-001	850 Greenwood St	$ 1,082.09
19-26-427-001	890 Lakeside Dr	$ 1,355.68
19-26-427-002	840 Lakeside Dr	$ 3,634.34
19-26-427-003	790 Lakeside Dr	$ 3,540.28
19-26-427-004	774 Lakeside Dr	$ 3,526.39
19-26-427-005	752 Lakeside Dr	$ 3,540.28
19-26-427-006	726 Lakeside Dr	$ 3,539.93
19-26-427-039	700 Lakeside Dr	$ 2,478.19
19-26-427-040	660 Lakeside Dr	$ 2,478.19
19-26-427-008	640 Lakeside Dr	$ 2,460.15
19-26-427-009	620 Lakeside Dr	$ 2,295.28
19-26-427-010	592 Lakeside Dr	$ 2,572.95
19-26-427-041	568 Lakeside Dr	$ 3,978.30
19-26-427-042	532 Lakeside Dr	$ 4,446.87
19-26-478-014	490 Lakeside Dr	$ 2,977.30
19-26-478-015	470 Lakeside Dr	$ 2,741.98
19-26-478-012	440 Lakeside Dr	$ 3,990.10
19-26-478-013	430 Lakeside Dr	$ 1,908.97
19-26-478-007	412 Lakeside Dr	$ 2,499.02
19-26-476-008	392 Lakeside Dr	$ 2,499.02
19-26-476-009	370 Lakeside Dr	$ 2,499.02
19-26-476-010	350 Lakeside Dr	$ 2,990.84
19-26-476-011	320 Lakeside Dr	$ 1,245.43
19-26-237-012	871 N Glenhurst Dr	$ 2,429.60

19-26-237-013	825 N Glenhurst Dr	$ 2,429.60
19-26-237-014	781 N Glenhurst Dr	$ 2,429.60
19-26-237-015	755 N Glenhurst Dr	$ 2,429.60
19-26-237-016	717 N Glenhurst Dr	$ 2,429.60
19-26-237-017	693 N Glenhurst Dr	$ 2,074.88
19-26-237-018	655 N Glenhurst Dr	$ 2,074.88
19-26-237-019	639 N Glenhurst Dr	$ 2,429.60
19-26-237-020	617 N Glenhurst Dr	$ 2,429.60
19-26-237-021	587 N Glenhurst Dr	$ 2,429.60
19-26-237-022	559 N Glenhurst Dr	$ 2,429.60
19-26-237-023	535 N Glenhurst Dr	$ 2,429.60
19-26-237-024	515 N Glenhurst Dr	$ 2,041.91
19-26-328-011	520 N Glenhurst Dr	$ 1,776.04
19-26-328-010	534 N Glenhurst Dr	$ 2,429.60
19-26-328-009	550 N Glenhurst Dr	$ 2,429.60
19-26-328-008	584 N Glenhurst Dr	$ 2,429.60
19-26-328-007	612 N Glenhurst Dr	$ 2,429.60
19-26-328-006	634 N Glenhurst Dr	$ 2,429.60
19-26-328-005	650 N Glenhurst Dr	$ 2,028.72
19-26-328-004	690 N Glenhurst Dr	$ 2,028.72
19-26-328-003	736 N Glenhurst Dr	$ 3,817.95
19-26-328-002	770 N Glenhurst Dr	$ 3,817.95
19-26-328-001	Birmingham School District	$ 1,429.18
19-35-426-019	1390 Northlawn Blvd	$ 3,182.08
19-35-426-018	1360 Northlawn Blvd	$ 2,776.69
19-35-426-017	1330 Norhtlawn Blvd	$ 2,776.69
19-35-426-016	1300 Northlawn Blvd	$ 2,776.69
19-35-428-012	1393 Latham St	$ 3,868.48
19-35-428-013	1132 Northlawn Blvd	$ 2,984.94
19-35-428-014	1112 Northlawn Blvd	$ 2,221.35
19-35-428-015	1098 Northlawn Blvd	$ 2,082.52
19-35-428-016	1076 Norhtlawn Blvd	$ 1,735.43
19-35-428-017	1052 Northlawn Blvd	$ 1,735.43
19-35-428-018	1034 Northlawn Blvd	$ 1,735.43
19-35-428-019	1000 Northlawn Blvd	$ 1,735.43
19-35-428-020	988 Northlawn Blvd	$ 1,735.43
19-35-428-021	972 Northlawn Blvd	$ 1,735.43
19-35-428-022	956 Northlawn Blvd	$ 1,735.43
19-35-428-011	1308 Southfield Rd	$ 3,817.95
19-35-430-010	1400 Southfield Rd	$ 3,817.95

19-35-430-009	955 Northlawn Blvd	$ 3,123.77
19-35-430-008	979 Northlawn Blvd	$ 1,735.43
19-35-430-007	1005 Northlawn Blvd	$ 1,735.43
19-35-430-006	1049 Northlawn Blvd	$ 1,735.43
19-35-430-005	1061 Northlawn Blvd	$ 2,603.15
19-35-430-004	1083 Northlawn Blvd	$ 2,603.15
19-35-430-003	1121 Northlawn Blvd	$ 2,429.60
19-35-430-002	1155 Northlawn Blvd	$ 2,429.60
19-35-430-001	1187 Northlawn Blvd	$ 2,188.72
19-35-429-023	1225 Northlawn Blvd	$ 1,541.06
19-35-429-022	1231 Northlawn Blvd	$ 1,735.43
19-35-429-004	1301 Northlawn Blvd	$ 2,637.85
19-35-429-003	1323 Northlawn Blvd	$ 3,436.15
19-35-429-027	1355 Norhlawn Blvd	$ 2,603.15
19-35-429-026	1371 Northlawn Blvd	$ 1,735.43
19-35-429-025	1385 Northlawn Blvd	$ 1,735.43
19-35-429-024	1395 Northlawn Blvd	$ 1,735.43
		$ 225,872.58

MEMORANDUM

Engineering Department

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, City Engineer

SUBJECT: 2026 Cape Seal Program
Hearing of Necessity for Cape Seal Special Assessment District (SAD)

INTRODUCTION:
Design and bidding have been completed for the 2026 cape seal program. This year's program includes streets located between Oak Avenue and Maple Road, west of Old Woodward Avenue, as well as Northlawn Boulevard between the Rouge River and Southfield Road. The existing unimproved road surfaces will be restored with a new cape seal treatment as part of the unimproved street maintenance program.

BACKGROUND:
Since the 1940s, cape seal treatments have been applied to unimproved streets to enhance their stability and eliminate dust associated with the original gravel roads. The expected service life of cape seal is approximately 7–10 years. The streets included in this project were last treated in 2008, 2010, or 2014. Construction of the proposed project is anticipated in Spring 2026.

Consistent with longstanding City policy, the costs of cape seal treatments on unimproved streets are defrayed by creating a Special Assessment District (SAD) consisting of the properties that are benefiting from this treatment.

The parcels within the project zone that are subject to the Cape Seal Assessment are highlighted on the attached maps. Appended to this report is also a list of properties that the department plans to include in the assessment district, along with estimated construction costs.

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. Legal has reviewed and has no objection as to form or content.

FISCAL IMPACT:
Revenue generated from the Cape Seal Special Assessment District for the 2026 Cape Seal

Program will defray the costs incurred by the City for the construction of these improvements. Consistent with previous projects of this nature, the City's policy is as follows:

- 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement.
- 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement.
- 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement.
- 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement.

The City pays for the balance of the costs, 15% and 75% front footage and side footage, respectively.

Properties located on streets that will be pulverized, cement stabilization, and then receive a cape sealed surface will be assessed at the rate of is $40.83 per foot.

SUSTAINABILITY:
Completing cape seal treatment on roads will enhance the road surface and reduce maintenance.

DESIGN CONSIDERATIONS:
Sidewalk ramps that currently do not meet ADA standards will be removed and installed per the current ADA standards.

PUBLIC COMMUNICATIONS:
Notice for the Public Hearings of Necessity and Confirmation of Roll were distributed by the Clerk's Office. An informative resident meeting was held at City Hall on Thursday, February 12, 2026. 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 recommends that the City Commission declare necessity and approve a Special Assessment District for the 2026 Cape Seal Program. Should the Commission approve the Special Assessment District, a public hearing for confirmation of the roll will be held at the City Commission meeting on March 9, 2026.

ATTACHMENTS:
1. Maps of the proposed 2026 Cape Seal Special Assessment District
2. Spreadsheet with estimated costs
3. Clerk's Confirmation of Public Hearing Notice
4. Presentation
5. 20260223 Oak Cape Seal - M. Seneski
6. 20260223 Northlawn Cape Seal - J. Shell
7. 20260223 Oak Cape Seal - M. Areeda
8. 20260223 Northlawn Cape Seal - G. & M. Oudersluys

9. 20260223 Oak Cape Seal - A & S Stein
10. 20260223 Northlawn - P & S Schmaltz

SUGGESTED COMMISSION ACTION:
WHEREAS, Notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property and lots to be assessed, by first class mail, and by publication in a newspaper generally circulated in the City; and

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project of resurfacing unimproved roads by method of pulverizing, cement stabilization, spray patching, and capeseal surface, and replacement of City sidewalk ramps; and

WHEREAS, The City has previously established a policy to defray the costs of Cape Seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that are benefiting from this treatment; and

WHEREAS, The City Commission, after the public hearing, has determined that the 2026 Cape Seal Program is a necessity and is in the best interest of the City and will specially benefit the properties included in the Special Assessment District; and

WHEREAS, The Commission has approved the detailed plans and estimates of cost prepared by the City Engineer; and

WHEREAS, Proposed costs by change order have been received and the costs of the unimproved roads resurfacing have been determined; and

WHEREAS, The City Engineer has determined the boundaries of the road resurfacing and sidewalk ramp replacement located within the limits of the following streets shall be installed as part of the 2026 Cape Seal Program (Contract #5-26(P)):

Oak Avenue – Greenwood to Old Woodward; and
Lakeside Drive – Oak to Millrace; and
N Glenhurst Drive– Oak to Pine; and
Northlawn Boulevard – Rouge River to Southfield Road; and

WHEREAS, The formula used in making the assessment is 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement, 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement, 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement, and 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement for resurfacing of the unimproved roads and replacement of sidewalk ramps to meet ADA compliance (calculated at the rate of $40.83 per foot for properties on streets that will be pulverized, cement stabilization, and cape seal resurfaced).

THEREFORE LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will benefit the

properties listed in the assessment roll is a necessity, and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the City Commission for confirmation and further set a public hearing for confirmation of the Roll on March 9, 2026 and give notice for same.

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing		
Sidwell Number	Street Address	Cape Seal Assessment
19-25-151-037	692 Oak Ave	$2,429.60
19-25-151-139	680 Oak Ave	$2,167.55
19-25-151-140	670 Oak Ave	$2,167.55
19-25-151-039	640 Oak Ave	$1,735.43
19-25-151-040	608 Oak Ave	$2,603.15
19-25-151-137	556 Oak Ave	$3,644.40
19-25-151-138	520 Oak Ave	$2,776.69
19-25-151-127	450 Oak Ave #100	$235.20
19-25-151-130	450 Oak Ave #101	$235.20
19-25-151-129	450 Oak Ave #102	$235.20
19-25-151-128	450 Oak Ave #103	$235.20
19-25-151-133	450 Oak Ave #201	$235.20
19-25-151-132	450 Oak Ave #202	$235.20
19-25-151-131	450 Oak Ave #203	$235.20
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19-25-326-025	885 N Old Woodward Ave Unit 3	$141.07
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19-25-326-027	885 N Old Woodward Ave Unit 5	$141.07
19-25-326-028	885 N Old Woodward Ave Unit 6	$141.07
19-25-326-029	885 N Old Woodward Ave Unit 7	$141.07
19-25-326-030	885 N Old Woodward Ave Unit 8	$141.07
19-25-326-031	885 N Old Woodward Ave Unit 9	$141.07
19-25-326-032	885 N Old Woodward Ave Unit 10	$141.07
19-25-326-033	885 N Old Woodward Ave Unit 11	$141.07
19-25-326-034	885 N Old Woodward Ave Unit 12	$141.07
19-25-326-035	885 N Old Woodward Ave Unit 13	$141.07
19-25-326-036	885 N Old Woodward Ave Unit 14	$141.07

19-25-326-037	885 N Old Woodward Ave Unit 15	$141.07
19-25-326-038	885 N Old Woodward Ave Unit 16	$141.07
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19-25-326-001	858 Woodland St	$1,596.60
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19-26-427-040	660 Lakeside Dr	$2,478.19
19-26-427-008	640 Lakeside Dr	$2,460.15
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19-26-476-009	370 Lakeside Dr	$2,499.02
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19-26-476-011	320 Lakeside Dr	$1,245.43
19-26-237-012	871 N Glenhurst Dr	$2,429.60
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19-26-237-016	717 N Glenhurst Dr	$2,429.60
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19-26-237-018	655 N Glenhurst Dr	$2,074.88
19-26-237-019	639 N Glenhurst Dr	$2,429.60
19-26-237-020	617 N Glenhurst Dr	$2,429.60
19-26-237-021	587 N Glenhurst Dr	$2,429.60
19-26-237-022	559 N Glenhurst Dr	$2,429.60
19-26-237-023	535 N Glenhurst Dr	$2,429.60
19-26-237-024	515 N Glenhurst Dr	$2,041.91
19-26-328-011	520 N Glenhurst Dr	$1,776.04
19-26-328-010	534 N Glenhurst Dr	$2,429.60
19-26-328-009	550 N Glenhurst Dr	$2,429.60
19-26-328-008	584 N Glenhurst Dr	$2,429.60
19-26-328-007	612 N Glenhurst Dr	$2,429.60
19-26-328-006	634 N Glenhurst Dr	$2,429.60
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19-35-428-012	1393 Latham St	$3,868.48
19-35-428-013	1132 Northlawn Blvd	$2,984.94
19-35-428-014	1112 Northlawn Blvd	$2,221.35
19-35-428-015	1098 Northlawn Blvd	$2,082.52
19-35-428-016	1076 Norhtlawn Blvd	$1,735.43
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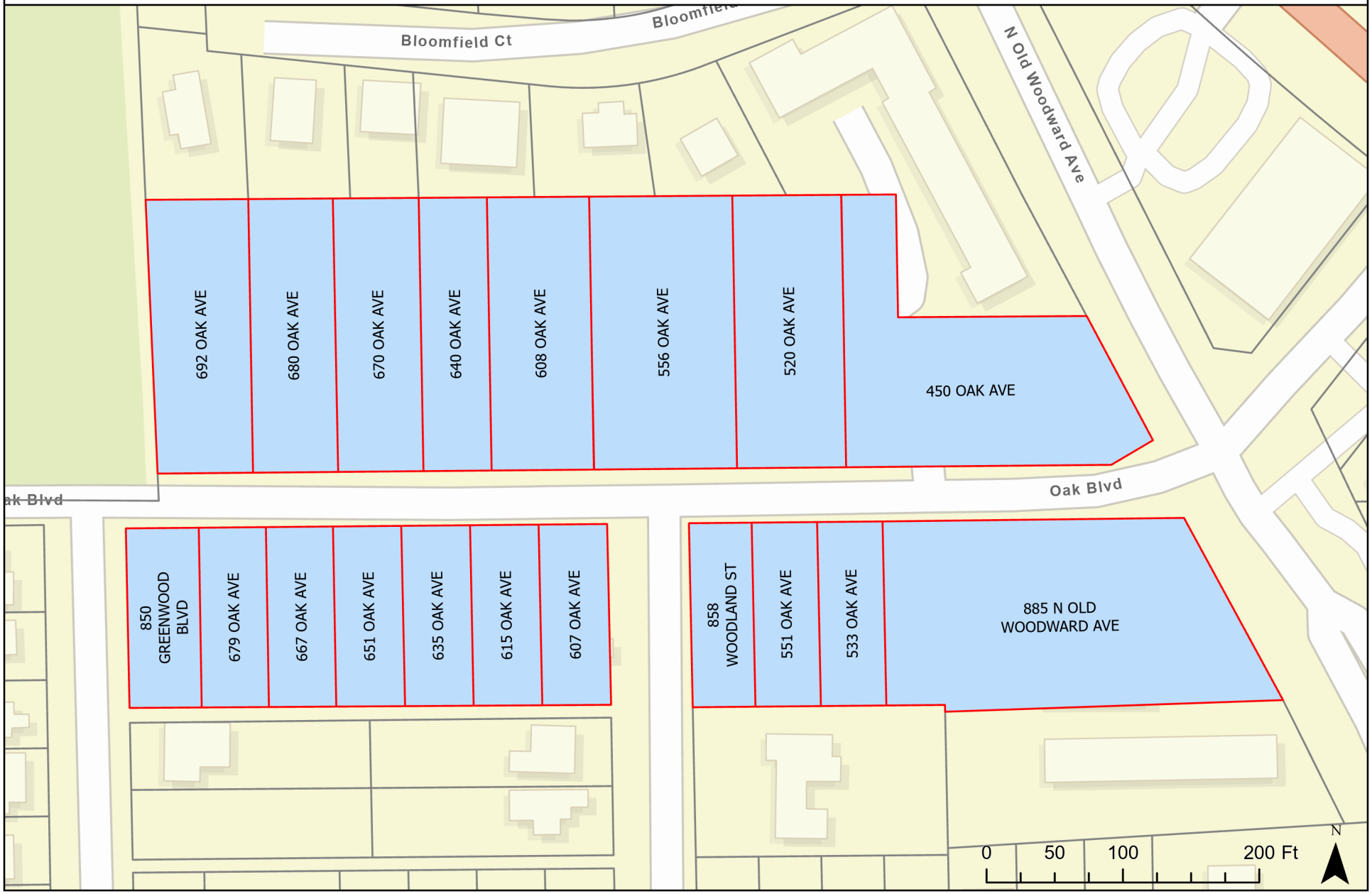
19-35-430-007	1005 Northlawn Blvd	$1,735.43
19-35-430-006	1049 Northlawn Blvd	$1,735.43
19-35-430-005	1061 Northlawn Blvd	$2,603.15

19-35-430-004	1083 Northlawn Blvd	$2,603.15
19-35-430-003	1121 Northlawn Blvd	$2,429.60
19-35-430-002	1155 Northlawn Blvd	$2,429.60
19-35-430-001	1187 Northlawn Blvd	$2,188.72
19-35-429-023	1225 Northlawn Blvd	$1,541.06
19-35-429-022	1231 Northlawn Blvd	$1,735.43
19-35-429-004	1301 Northlawn Blvd	$2,637.85
19-35-429-003	1323 Northlawn Blvd	$3,436.15
19-35-429-027	1355 Norhlawn Blvd	$2,603.15
19-35-429-026	1371 Northlawn Blvd	$1,735.43
19-35-429-025	1385 Northlawn Blvd	$1,735.43
19-35-429-024	1395 Northlawn Blvd	$1,735.43

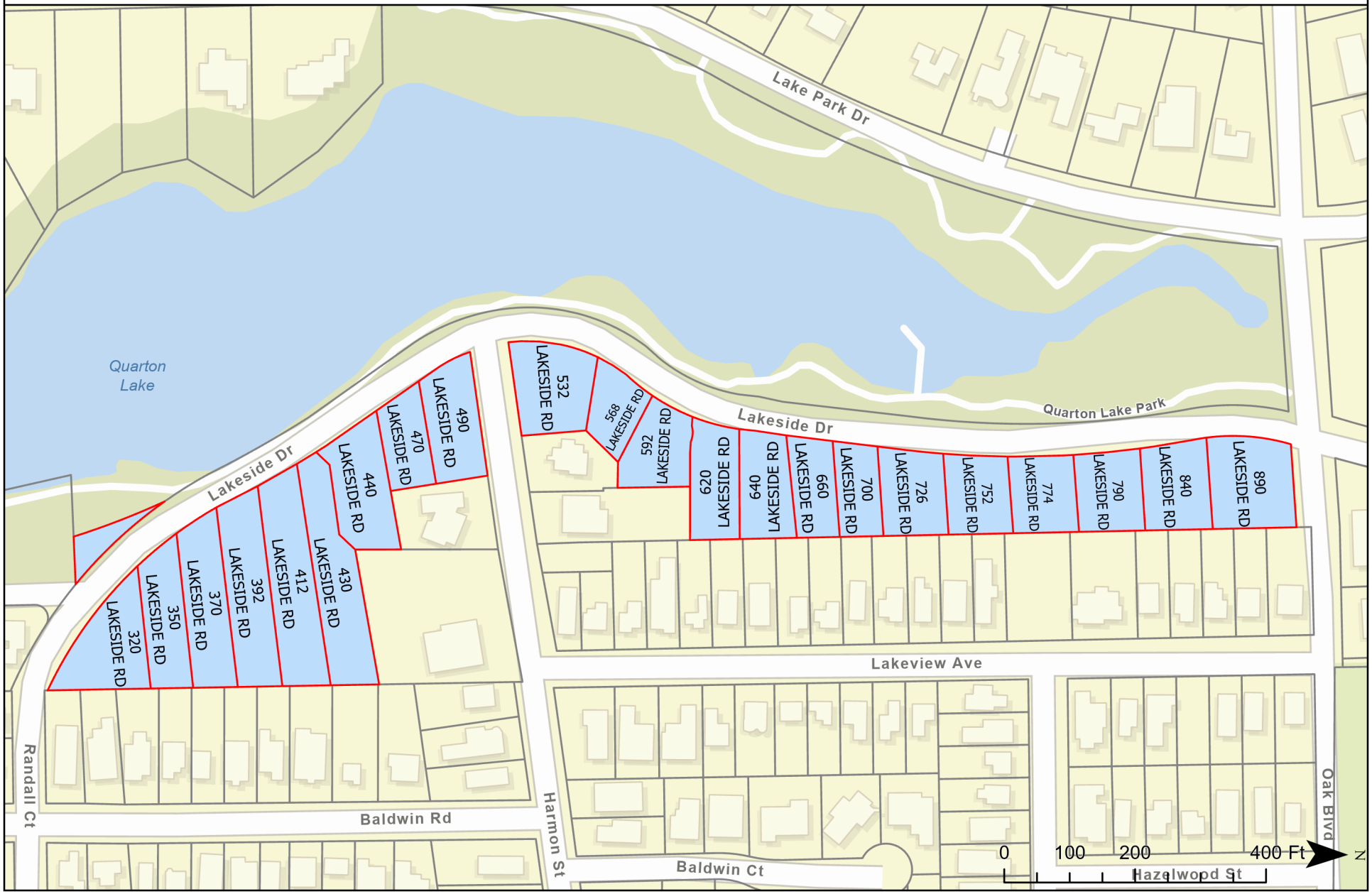
Oak Boulevard

Greenwood to N Old Woodward



Lakeside Drive

Oak to Randall

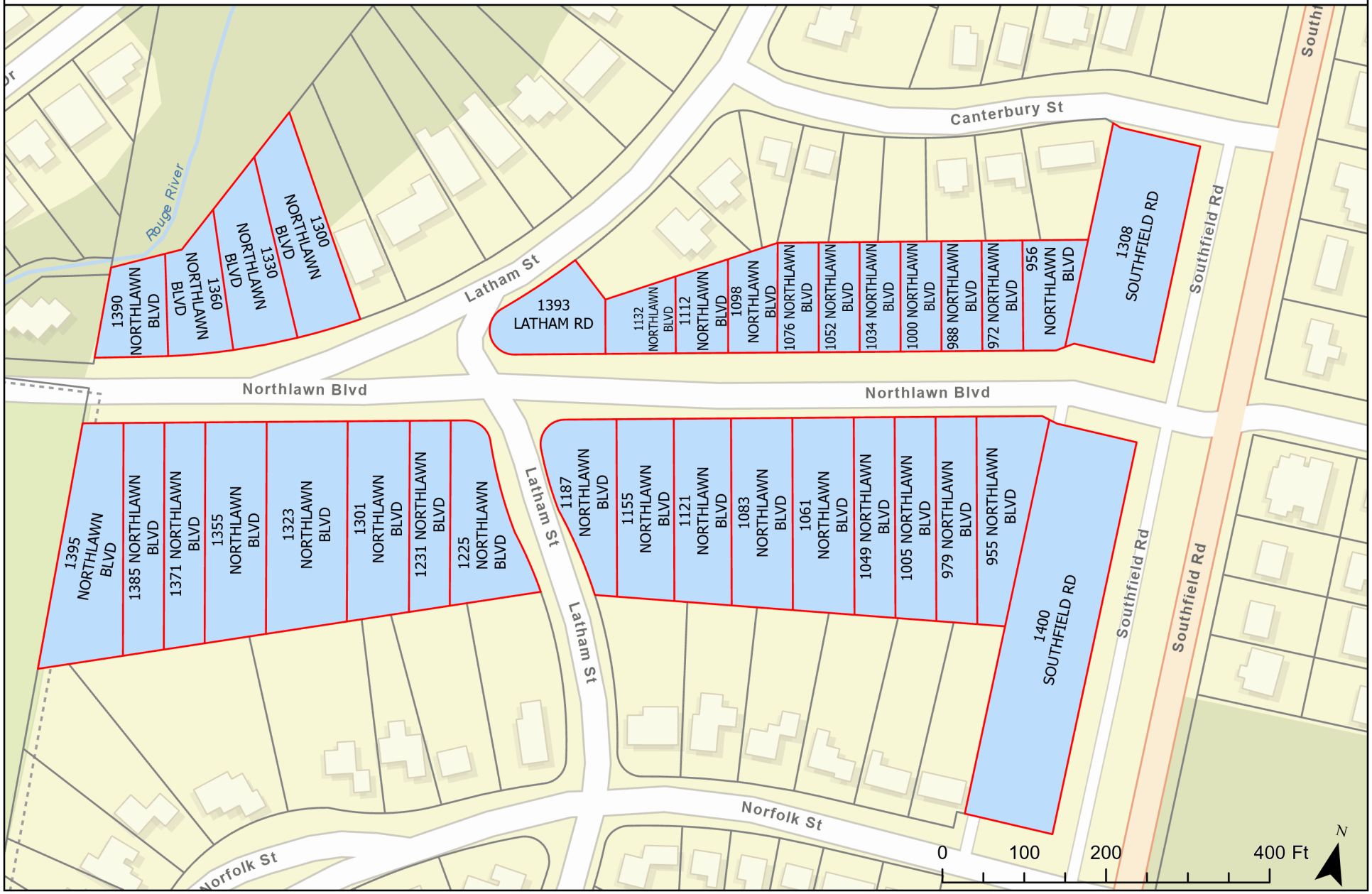


Glenhurst Drive

Oak to Pine

Northlawn Boulevard

Golf Course to Southfield



2026 Cape Seal Program

		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
Oak Ave	Greenwood St to Old Woodward Ave	19-25-151-037	692 Oak Ave		70.00		$ 2,429.60
		19-25-151-139	680 Oak Ave		62.45		$ 2,167.55
		19-25-151-140	670 Oak Ave		62.45		$ 2,167.55
		19-25-151-039	640 Oak Ave		50.00		$ 1,735.43
		19-25-151-040	608 Oak Ave		75.00		$ 2,603.15
		19-25-151-137	556 Oak Ave		105.00		$ 3,644.40
		19-25-151-138	520 Oak Ave		80.00		$ 2,776.69
		19-25-151-127	450 Oak Ave #100			12.53	$ 127.95
		19-25-151-130	450 Oak Ave #101			25.00	$ 255.19
		19-25-151-129	450 Oak Ave #102			20.78	$ 212.15
		19-25-151-128	450 Oak Ave #103			26.84	$ 274.01
		19-25-151-133	450 Oak Ave #201			25.00	$ 255.19
		19-25-151-132	450 Oak Ave #202			20.78	$ 212.15
		19-25-151-131	450 Oak Ave #203			26.84	$ 274.01
		19-25-151-136	450 Oak Ave #301			25.00	$ 255.19
		19-25-151-135	450 Oak Ave #302			20.78	$ 212.15
		19-25-151-134	450 Oak Ave #303			26.84	$ 274.01
		19-25-326-023	885 N Old Woodward Ave Unit 1			13.82	$ 141.07
		19-25-326-024	885 N Old Woodward Ave Unit 2			13.82	$ 141.07
		19-25-326-025	885 N Old Woodward Ave Unit 3			13.82	$ 141.07
		19-25-326-026	885 N Old Woodward Ave Unit 4			13.82	$ 141.07
		19-25-326-027	885 N Old Woodward Ave Unit 5			13.82	$ 141.07
		19-25-326-028	885 N Old Woodward Ave Unit 6			13.82	$ 141.07
		19-25-326-029	885 N Old Woodward Ave Unit 7			13.82	$ 141.07
		19-25-326-030	885 N Old Woodward Ave Unit 8			13.82	$ 141.07
		19-25-326-031	885 N Old Woodward Ave Unit 9			13.82	$ 141.07
		19-25-326-032	885 N Old Woodward Ave Unit 10			13.82	$ 141.07
		19-25-326-033	885 N Old Woodward Ave Unit 11			13.82	$ 141.07
		19-25-326-034	885 N Old Woodward Ave Unit 12			13.82	$ 141.07
		19-25-326-035	885 N Old Woodward Ave Unit 13			13.82	$ 141.07
		19-25-326-036	885 N Old Woodward Ave Unit 14			13.82	$ 141.07
		19-25-326-037	885 N Old Woodward Ave Unit 15			13.82	$ 141.07
		19-25-326-038	885 N Old Woodward Ave Unit 16			13.82	$ 141.07
		19-25-326-003	533 Oak Ave		46.00		$ 1,596.60
		19-25-326-002	551 Oak Ave		46.00		$ 1,596.60
		19-25-326-001	858 Woodland St		46.00		$ 1,596.60
		19-25-303-007	607 Oak Ave		50.00		$ 1,735.43
		19-25-303-006	615 Oak Ave		50.00		$ 1,735.43
		19-25-303-005	635 Oak Ave		50.00		$ 1,735.43
		19-25-303-004	651 Oak Ave		50.00		$ 1,735.43
		19-25-303-003	667 Oak Ave		50.00		$ 1,735.43
		19-25-303-002	679 Oak Ave		50.00		$ 1,735.43
		13-25-303-001	850 Greenwood St		53.00		$ 1,839.56
		19-26-427-001	890 Lakeside Dr			132.80	$ 1,355.68
		19-26-427-002	840 Lakeside Dr		104.71		$ 3,634.34
		19-26-427-003	790 Lakeside Dr		102.00		$ 3,540.28
		19-26-427-004	774 Lakeside Dr		101.60		$ 3,526.39
		19-26-427-005	752 Lakeside Dr		102.00		$ 3,540.28
		19-26-427-006	726 Lakeside Dr		101.99		$ 3,539.93
		19-26-427-039	700 Lakeside Dr		71.40		$ 2,478.19

		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
Lakeside Dr	Oak Ave to Randall Ct	19-26-427-040	660 Lakeside Dr		71.40		$ 2,478.19
		19-26-427-008	640 Lakeside Dr		70.88		$ 2,460.15
		19-26-427-009	620 Lakeside Dr		66.13		$ 2,295.28
		19-26-427-010	592 Lakeside Dr		74.13		$ 2,572.95
		19-26-427-041	568 Lakeside Dr		114.62		$ 3,978.30
		19-26-427-042	532 Lakeside Dr		128.12		$ 4,446.87
		19-26-478-014	490 Lakeside Dr		85.78		$ 2,977.30
		19-26-478-015	470 Lakeside Dr		79.00		$ 2,741.98
		19-26-478-012	440 Lakeside Dr		114.96		$ 3,990.10
		19-26-478-013	430 Lakeside Dr		55.00		$ 1,908.97
		19-26-478-007	412 Lakeside Dr		72.00		$ 2,499.02
		19-26-476-008	392 Lakeside Dr		72.00		$ 2,499.02
		19-26-476-009	370 Lakeside Dr		72.00		$ 2,499.02
		19-26-476-010	350 Lakeside Dr		86.17		$ 2,990.84
		19-26-476-011	320 Lakeside Dr			122.00	$ 1,245.43
		19-26-477-001	City Parcel/Quarton Lake			1838.80	$ -
		19-35-228-002	City Parcel			186.50	$ -
N. Glenhurst Dr	Oak Ave to Pine St	19-26-237-012	871 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-013	825 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-014	781 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-015	755 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-016	717 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-017	693 N Glenhurst Dr		59.78		$ 2,074.88
		19-26-237-018	655 N Glenhurst Dr		59.78		$ 2,074.88
		19-26-237-019	639 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-020	617 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-021	587 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-022	559 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-023	535 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-024	515 N Glenhurst Dr		58.83		$ 2,041.91
		19-26-328-011	520 N Glenhurst Dr		51.17		$ 1,776.04
		19-26-328-010	534 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-328-009	550 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-328-008	584 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-328-007	612 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-328-006	634 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-328-005	650 N Glenhurst Dr		58.45		$ 2,028.72
		19-26-328-004	690 N Glenhurst Dr		58.45		$ 2,028.72
		19-26-328-003	736 N Glenhurst Dr		110.00		$ 3,817.95
		19-26-328-002	770 N Glenhurst Dr		110.00		$ 3,817.95
		19-26-328-001	Birmingham School District			140.00	$ 1,429.18
		19-35-426-019	1390 Northlawn Blvd		91.68		$ 3,182.08
		19-35-426-018	1360 Northlawn Blvd		80.00		$ 2,776.69
		19-35-426-017	1330 Norhtlawn Blvd		80.00		$ 2,776.69
		19-35-426-016	1300 Northlawn Blvd		80.00		$ 2,776.69
		19-35-428-012	1393 Latham St		78.70	111.37	$ 3,868.48
		19-35-428-013	1132 Northlawn Blvd		86.00		$ 2,984.94
		19-35-428-014	1112 Northlawn Blvd		64.00		$ 2,221.35
		19-35-428-015	1098 Northlawn Blvd		60.00		$ 2,082.52
		19-35-428-016	1076 Norhtlawn Blvd		50.00		$ 1,735.43
		19-35-428-017	1052 Northlawn Blvd		50.00		$ 1,735.43
		19-35-428-018	1034 Northlawn Blvd		50.00		$ 1,735.43

		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
Northlawn Blvd	Latham St to Southfield Rd	19-35-428-019	1000 Northlawn Blvd		50.00		$ 1,735.43
		19-35-428-020	988 Northlawn Blvd		50.00		$ 1,735.43
		19-35-428-021	972 Northlawn Blvd		50.00		$ 1,735.43
		19-35-428-022	956 Northlawn Blvd		50.00		$ 1,735.43
		19-35-428-011	1308 Southfield Rd		110.00		$ 3,817.95
		19-35-430-010	1400 Southfield Rd		110.00		$ 3,817.95
		19-35-430-009	955 Northlawn Blvd		90.00		$ 3,123.77
		19-35-430-008	979 Northlawn Blvd		50.00		$ 1,735.43
		19-35-430-007	1005 Northlawn Blvd		50.00		$ 1,735.43
		19-35-430-006	1049 Northlawn Blvd		50.00		$ 1,735.43
		19-35-430-005	1061 Northlawn Blvd		75.00		$ 2,603.15
		19-35-430-004	1083 Northlawn Blvd		75.00		$ 2,603.15
		19-35-430-003	1121 Northlawn Blvd		70.00		$ 2,429.60
		19-35-430-002	1155 Northlawn Blvd		70.00		$ 2,429.60
		19-35-430-001	1187 Northlawn Blvd		63.06		$ 2,188.72
		19-35-429-023	1225 Northlawn Blvd		44.40		$ 1,541.06
		19-35-429-022	1231 Northlawn Blvd		50.00		$ 1,735.43
		19-35-429-004	1301 Northlawn Blvd		76.00		$ 2,637.85
		19-35-429-003	1323 Northlawn Blvd		99.00		$ 3,436.15
		19-35-429-027	1355 Norhlawn Blvd		75.00		$ 2,603.15
		19-35-429-026	1371 Northlawn Blvd		50.00		$ 1,735.43
		19-35-429-025	1385 Northlawn Blvd		50.00		$ 1,735.43
		19-35-429-024	1395 Northlawn Blvd		50.00		$ 1,735.43

MEMORANDUM

City Clerk's Office

DATE: February 11, 2026

TO: Melissa Coatta, City Engineer

FROM: Mya Brown, Deputy City Clerk

SUBJECT: Clerk's Confirmation of Public Hearing Notice: 2026 Cape Seal Program

INTRODUCTION:
The public hearing notice process has been completed for 2026 Cape Seal Program Special Assessment District (SAD). Please see attachments for further confirmation.

PUBLIC COMMUNICATIONS:
Mailing Date: 1/27/2026
Test Mail Return Date: 1/30/2026
Publishing Dates in the Oakland Press: 2/8/2026 & 2/22/2026
Posted in www.bhamgov/publicnotices

ATTACHMENTS:
1. Public Hearing Notice
2. Addresses
3. Mailing Letter
4. Mail Machine Counter Repot
5. Proof of Publishing

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

PUBLIC HEARING OF NECESSITY &
PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, February 23, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, March 9, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009

Project Location:

Oak Boulevard (Greenwood to N Old Woodward)	**Lakeside Drive** (Oak to Randall)	**Glenhurst Drive** (Oak to Pine)	**Northlawn Boulevard** (Gold Course to Southfield)
692 Oak Ave	890 Lakeside Dr	515 N Glenhurst Dr	1300 Northlawn Blvd
680 Oak Ave	840 Lakeside Dr	535 N Glenhurst Dr	1330 Northlawn Blvd
670 Oak Ave	790 Lakeside Dr	559 N Glenhurst Dr	1360 Northlawn Blvd
640 Oak Ave	774 Lakeside Dr	587 N Glenhurst Dr	1390 Northlawn Blvd
608 Oak Ave	752 Lakeside Dr	617 N Glenhurst Dr	1395 Northlawn Blvd
556 Oak Ave	726 Lakeside Dr	639 N Glenhurst Dr	1385 Northlawn Blvd
520 Oak Ave	700 Lakeside Dr	655 N Glenhurst Dr	1371 Northlawn Blvd
450 Oak Ave	660 Lakeside Dr	693 N Glenhurst Dr	1355 Northlawn Blvd
533 Oak Ave	640 Lakeside Dr	717 N Glenhurst Dr	1323 Northlawn Blvd
511 Oak Ave	620 Lakeside Dr	755 N Glenhurst Dr	1301 Northlawn Blvd
607 Oak Ave	592 Lakeside Dr	781 N Glenhurst Dr	1231 Northlawn Blvd
615 Oak Ave	568 Lakeside Dr	825 N Glenhurst Dr	1225 Northlawn Blvd
635 Oak Ave	532 Lakeside Dr	871 N Glenhurst Dr	1187 Northlawn Blvd
651 Oka Ave	490 Lakeside Dr	520 N Glenhurst Dr	1155 Northlawn Blvd
667 Oak Ave	470 Lakeside Dr	534 N Glenhurst Dr	1121 Northlawn Blvd
679 Oak Ave	440 Lakeside Dr	550 N Glenhurst Dr	1083 Northlawn Blvd
850 Greenwood Blvd	430 Lakeside Dr	584 N Glenhurst Dr	1061 Northlawn Blvd
969 Woodland St	412 Lakeside Dr	612 N Glenhurst Dr	1049 Northlawn Blvd
885 N Old Woodward	932 Lakeside Dr	634 N Glenhurst Dr	1005 Northlawn Blvd
	790 Lakeside Dr	650 N Glenhurst Dr	979 Northlawn Blvd
	350 Lakeside Dr	690 N Glenhurst Dr	995 Northlawn Blvd
	320 Lakeside Dr	736 N Glenhurst Dr	1400 Southfield Rd
		770 N Glenhurst Dr	1308 Southfield Rd
		19-26-328-001	956 Northlawn Blvd
			972 Northlawn Blvd
			988 Northlawn Blvd
			1000 Northlawn Blvd
			1034 Northlawn Blvd
			1052 Northlawn Blvd
			1076 Northlawn Blvd
			1098 Northlawn Blvd
			1112 Northlawn Blvd
			1132 Northlawn Blvd
			1393 Latham Rd

Nature of Improvement:	This work will include routine cape seal treatment along unimproved roadways.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248)530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 2/8/2026 & 2/22/2026

Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

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: 655 079 760**

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations 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.

Parcel Identification Number	First Owner Name	Postal Address	POSTALCITY	POSTAL STATE	POSTAL ZIP	PNUM	Postal City Postal State Postal Zip 5
1925151040	MICHAEL SENESKI	608 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-151-040	BIRMINGHAM, MI 48009
1925151139	CHRISTOPER L FULLERTON	680 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-151-139	BIRMINGHAM, MI 48009
1925151137	MICHAEL L STEIN LVNG TRUST	556 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-151-137	BIRMINGHAM, MI 48009
1925151140	670 OAK LLC	6755 TELEGRAPH RD STE 200	BLOOMFIELD HILLS	MI	48301	08-19-25-151-140	BLOOMFIELD HILLS, MI 48301
1925303007	ROBERT H SNIPES	607 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-303-007	BIRMINGHAM, MI 48009
1925151127	SARAH JUDD	450 OAK AVE # 100	BIRMINGHAM	MI	48009	08-19-25-151-127	BIRMINGHAM, MI 48009
1925151129	BINJAMIN DROR	450 OAK AVE # 102	BIRMINGHAM	MI	48009	08-19-25-151-129	BIRMINGHAM, MI 48009
1925151128	JORGE L MANZANO	450 OAK AVE # 103	BIRMINGHAM	MI	48009	08-19-25-151-128	BIRMINGHAM, MI 48009
1925151130	DOUGLAS GAIL STRATTON	450 OAK AVE # 101	BIRMINGHAM	MI	48009	08-19-25-151-130	BIRMINGHAM, MI 48009
1925151133	MICHELLE E AREEDA LVNG TRUST	450 OAK AVE # 201	BIRMINGHAM	MI	48009	08-19-25-151-133	BIRMINGHAM, MI 48009
1925151132	JOHN DEPLANCHE	PO BOX 875	BIRMINGHAM	MI	48012	08-19-25-151-132	BIRMINGHAM, MI 48012
1925151134	NOAH B MILLER	PO BOX 551	BIRMINGHAM	MI	48012	08-19-25-151-134	BIRMINGHAM, MI 48012
1925151135	EVA VON VOSS LIVING TRUST	450 OAK AVE # 302	BIRMINGHAM	MI	48009	08-19-25-151-135	BIRMINGHAM, MI 48009
1925151131	ANNETTE L SAYLOR TRUST	450 OAK AVE # 203	BIRMINGHAM	MI	48009	08-19-25-151-131	BIRMINGHAM, MI 48009
1925151136	BINJAMIN DROR	450 OAK AVE # 301	BIRMINGHAM	MI	48009	08-19-25-151-136	BIRMINGHAM, MI 48009
1925151154	450 OAK CONDOMINIUM ASSOCIATION	22725 GREATER MACK AVE STE A100	SAINT CLAIR SHORES	MI	48080	08-19-25-151-154	SAINT CLAIR SHORES, MI 48080
1925151037	EDWARD POLLAK	692 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-151-037	BIRMINGHAM, MI 48009
1925303001	CHRISTOPHER GRANGER	850 GREENWOOD BLVD	BIRMINGHAM	MI	48009	08-19-25-303-001	BIRMINGHAM, MI 48009
1925151039	JACQUELINE PICEU	640 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-151-039	BIRMINGHAM, MI 48009
1925151138	MICHAEL BERGER	520 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-151-138	BIRMINGHAM, MI 48009
1925326024	KEVIN CUNNINGHAM	885 N OLD WOODWARD AVE UNIT 2	BIRMINGHAM	MI	48009	08-19-25-326-024	BIRMINGHAM, MI 48009
1925326023	DEEMA HANNAN	3762 THATCHER DR	ROCHESTER HILLS	MI	48309	08-19-25-326-023	ROCHESTER HILLS, MI 48309
1925326025	885 N OLD WOODWARD LLC	433 BONNIE BRIAR ST	BIRMINGHAM	MI	48009	08-19-25-326-025	BIRMINGHAM, MI 48009
1925326026	PHIL J AIELLO	885 N OLD WOODWARD AVE UNIT 4	BIRMINGHAM	MI	48009	08-19-25-326-026	BIRMINGHAM, MI 48009
1925326027	KAREN CIRINO LIVING TRUST	885 N OLD WOODWARD AVE UNIT 5	BIRMINGHAM	MI	48009	08-19-25-326-027	BIRMINGHAM, MI 48009
1925326029	CAMERON VALADE	824 THREE MILE DR	GROSSE POINTE	MI	48230	08-19-25-326-029	GROSSE POINTE, MI 48230
1925326028	AMBER LYNN MICHALCZAK	885 N OLD WOODWARD AVE UNIT 6	BIRMINGHAM	MI	48009	08-19-25-326-028	BIRMINGHAM, MI 48009
1925326030	SOLOMON GEDELA	885 N OLD WOODWARD AVE UNIT 8	BIRMINGHAM	MI	48009	08-19-25-326-030	BIRMINGHAM, MI 48009
1925326031	C MICHAEL KOJAIAN	601 ORCHARD RIDGE RD	BLOOMFIELD HILLS	MI	48304	08-19-25-326-031	BLOOMFIELD HILLS, MI 48304
1925326032	CAROL LYONS TRUSTEE	885 N OLD WOODWARD AVE UNIT 10	BIRMINGHAM	MI	48009	08-19-25-326-032	BIRMINGHAM, MI 48009
1925326033	VIRGINIA STINE	885 N OLD WOODWARD AVE UNIT 11	BIRMINGHAM	MI	48009	08-19-25-326-033	BIRMINGHAM, MI 48009
1925326034	NICOLE L FINK	885 N OLD WOODWARD AVE UNIT 12	BIRMINGHAM	MI	48009	08-19-25-326-034	BIRMINGHAM, MI 48009
1925326036	PARKER RICH	885 N OLD WOODWARD AVE UNIT 14	BIRMINGHAM	MI	48009	08-19-25-326-036	BIRMINGHAM, MI 48009
1925326035	CAROL L MARSH LVNG TRUST	885 N OLD WOODWARD AVE UNIT 13	BIRMINGHAM	MI	48009	08-19-25-326-035	BIRMINGHAM, MI 48009
1925326037	NUSRAT JAVAID	801 PEACH TREE LN	ROCHESTER HILLS	MI	48306	08-19-25-326-037	ROCHESTER HILLS, MI 48306
1925326038	ALANA SILVER	885 N OLD WOODWARD AVE UNIT 16	BIRMINGHAM	MI	48009	08-19-25-326-038	BIRMINGHAM, MI 48009
1925303005	ROSS J KAPLAN	635 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-303-005	BIRMINGHAM, MI 48009
1925303002	679 OAK LLC	1680 NORFOLK ST	BIRMINGHAM	MI	48009	08-19-25-303-002	BIRMINGHAM, MI 48009
1925326003	JUNE V TAPERT TRUST	1644 BREWSTER RD	ROCHESTER HILLS	MI	48306	08-19-25-326-003	ROCHESTER HILLS, MI 48306
1925303004	ELIZABETH DENISON TRUST	1202 HOWARD ST	PETOSKEY	MI	49770	08-19-25-303-004	PETOSKEY, MI 49770
1925326001	FRANCINE LYNN GREENBERG	858 WOODLAND ST	BIRMINGHAM	MI	48009	08-19-25-326-001	BIRMINGHAM, MI 48009
1925303003	PACIFIC COAST LEASING OF MICHIGAN LLC	12225 JACOBY	MILFORD	MI	48380	08-19-25-303-003	MILFORD, MI 48380
1925303006	ALISON R OLESHANSKY LVNG TRUST	615 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-303-006	BIRMINGHAM, MI 48009
1925326002	JUNE V TAPERT TRUST	1644 BREWSTER RD	ROCHESTER	MI	48306	08-19-25-326-002	ROCHESTER HILLS, MI 48306
1926478011	ERIC M NIEMISTO	320 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-011	BIRMINGHAM, MI 48009
1926427001	JOANNE DANTO	890 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-001	BIRMINGHAM, MI 48009
1926478013	BONNIE KOSKELA	430 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-013	BIRMINGHAM, MI 48009
1926478007	TIFFANY DANYAL	412 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-007	BIRMINGHAM, MI 48009
1926478008	JOHN V MORREALE	392 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-008	BIRMINGHAM, MI 48009
1926478015	SAMER OBEID AND SANDY GHORRA LVNG TRUST	470 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-015	BIRMINGHAM, MI 48009
1926478012	AMY BETH FOLBE TRUST	290 LAKE PARK DR	BIRMINGHAM	MI	48009	08-19-26-478-012	BIRMINGHAM, MI 48009
1926427002	HERBERT LAWSON	840 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-002	BIRMINGHAM, MI 48009
1926427003	DEBRA F CONROY TRUST	790 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-003	BIRMINGHAM, MI 48009
1926427004	PHILIP D FRACASSA	4705 BARNSLEIGH DR	AKRON	OH	44333	08-19-26-427-004	AKRON, OH 44333
1926427005	CHAD O'SHELL	752 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-005	BIRMINGHAM, MI 48009

1926427006	GUY T DIPLACIDO	726 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-006	BIRMINGHAM, MI 48009
1926427039	SAMUEL HABERMAN	700 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-039	BIRMINGHAM, MI 48009
1926427040	MATTHEW J RIZIK	2950 W SQUARE LAKE RD STE 200	TROY	MI	48098	08-19-26-427-040	TROY, MI 48098
1926427008	640 LAKESIDE LLC	PO BOX 7008	BLOOMFIELD HILLS	MI	48302	08-19-26-427-008	BLOOMFIELD HILLS, MI 48302
1926478009	JEREMY D WOLFE	370 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-009	BIRMINGHAM, MI 48009
1926478010	JEREMY D WOLFE	370 LAKESIDE DR	BIRMINGHAM	MI	48009	08-19-26-478-010	BIRMINGHAM, MI 48009
1926427011	JANET VALLEE	532 LAKESIDE DR	BIRMINGHAM	MI	48009	08-19-26-427-011	BIRMINGHAM, MI 48009
1926427012	JANET VALLEE TRUST	532 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-012	BIRMINGHAM, MI 48009
1926478014	ARYA AFRAKHTEH	490 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-014	BIRMINGHAM, MI 48009
1926427009	CALVIN R FORD	620 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-009	BIRMINGHAM, MI 48009
1926427010	592 LAKESIDE DR LLC	1393 WHEATON DR STE 700	TROY	MI	48083	08-19-26-427-010	TROY, MI 48083
1926327021	MARC K LAHIRI	587 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-021	BIRMINGHAM, MI 48009
1926327022	TODD KARRY	33717 WOODWARD AVE # 600	BIRMINGHAM	MI	48009	08-19-26-327-022	BIRMINGHAM, MI 48009
1926328008	CRAIG R BUSH	584 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-008	BIRMINGHAM, MI 48009
1926327012	BRETT D ALTMAN	871 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-012	BIRMINGHAM, MI 48009
1926327013	ROBERT T GEORGE JR	825 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-013	BIRMINGHAM, MI 48009
1926328001	BIRMINGHAM SCHOOL DISTRICT	31301 EVERGREEN RD	BEVERLY HILLS	MI	48025	08-19-26-328-001	BEVERLY HILLS, MI 48025
1926327015	RICHARD M WALLACE	755 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-015	BIRMINGHAM, MI 48009
1926328002	ANDREW C CHAPMAN	552 W JEFFERSON ST	PETOSKEY	MI	49770	08-19-26-328-002	PETOSKEY, MI 49770
1926327014	ROBERT A BEEBE	781 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-014	BIRMINGHAM, MI 48009
1926328003	TIMOTHY WITTLINGER	736 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-003	BIRMINGHAM, MI 48009
1926327018	PAUL NIGLAS	655 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-018	BIRMINGHAM, MI 48009
1926327016	KAITLIN ANNE OLYNNGER	717 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-016	BIRMINGHAM, MI 48009
1926328010	MILES NEUMANN	534 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-010	BIRMINGHAM, MI 48009
1926327024	TIMOTHY R WARD	515 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-024	BIRMINGHAM, MI 48009
1926328009	CRIS LINDSTROM	550 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-009	BIRMINGHAM, MI 48009
1926327019	THOMAS A BOUTROUS	639 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-019	BIRMINGHAM, MI 48009
1926328004	ALLAN P ROTHFEDER	690 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-004	BIRMINGHAM, MI 48009
1926328005	KATHERINE A NYBERG TRUST	650 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-005	BIRMINGHAM, MI 48009
1926328006	MICHAEL K MARGOLIS	634 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-006	BIRMINGHAM, MI 48009
1926327020	JOHN STREET	617 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-020	BIRMINGHAM, MI 48009
1926328007	PAUL MILLENBACH	612 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-007	BIRMINGHAM, MI 48009
1926327023	STEVE KIM	535 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-023	BIRMINGHAM, MI 48009
1926328011	BRIAN SOLOMON	520 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-011	BIRMINGHAM, MI 48009
1926327017	MATTHEW LACASSE	693 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-017	BIRMINGHAM, MI 48009
1926327021	MARC K LAHIRI	587 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-021	BIRMINGHAM, MI 48009
1926327022	TODD KARRY	33717 WOODWARD AVE # 600	BIRMINGHAM	MI	48009	08-19-26-327-022	BIRMINGHAM, MI 48009
1926328008	CRAIG R BUSH	584 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-008	BIRMINGHAM, MI 48009
1926327012	BRETT D ALTMAN	871 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-012	BIRMINGHAM, MI 48009
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1926328001	BIRMINGHAM SCHOOL DISTRICT	31301 EVERGREEN RD	BEVERLY HILLS	MI	48025	08-19-26-328-001	BEVERLY HILLS, MI 48025
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1926328002	ANDREW C CHAPMAN	552 W JEFFERSON ST	PETOSKEY	MI	49770	08-19-26-328-002	PETOSKEY, MI 49770
1926327014	ROBERT A BEEBE	781 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-014	BIRMINGHAM, MI 48009
1926328003	TIMOTHY WITTLINGER	736 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-003	BIRMINGHAM, MI 48009
1926327018	PAUL NIGLAS	655 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-018	BIRMINGHAM, MI 48009
1926327016	KAITLIN ANNE OLYNNGER	717 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-016	BIRMINGHAM, MI 48009
1926328010	MILES NEUMANN	534 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-010	BIRMINGHAM, MI 48009
1926327024	TIMOTHY R WARD	515 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-024	BIRMINGHAM, MI 48009
1926328009	CRIS LINDSTROM	550 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-009	BIRMINGHAM, MI 48009
1926327019	THOMAS A BOUTROUS	639 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-019	BIRMINGHAM, MI 48009
1926328004	ALLAN P ROTHFEDER	690 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-004	BIRMINGHAM, MI 48009
1926328005	KATHERINE A NYBERG TRUST	650 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-005	BIRMINGHAM, MI 48009
1926328006	MICHAEL K MARGOLIS	634 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-006	BIRMINGHAM, MI 48009
1926327020	JOHN STREET	617 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-020	BIRMINGHAM, MI 48009
1926328007	PAUL MILLENBACH	612 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-007	BIRMINGHAM, MI 48009

1926327023	STEVE KIM	535 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-023	BIRMINGHAM, MI 48009
1926328011	BRIAN SOLOMON	520 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-011	BIRMINGHAM, MI 48009
1926327017	MATTHEW LACASSE	693 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-017	BIRMINGHAM, MI 48009
1935429024	JENNIFER R SOLCZ	2085 PONTIAC DR	SYLVAN LAKE	MI	48320	08-19-35-429-024	SYLVAN LAKE, MI 48320
1935429025	ANURAG NEWATIA	1385 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-025	BIRMINGHAM, MI 48009
1935429026	DHRUMIL B PARIKH	1371 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-026	BIRMINGHAM, MI 48009
1935429027	JEFFREY S WIGGINTON	1355 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-027	BIRMINGHAM, MI 48009
1935428019	LABIB GILLES DEBIANE	2324 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-19-35-428-019	BIRMINGHAM, MI 48009
1935428011	PRUDENTIAL PROPERTIES LLC	30100 TELEGRAPH RD STE 366	BINGHAM FARMS	MI	48025	08-19-35-428-011	BINGHAM FARMS, MI 48025
1935428020	MEHUL MEHTA	988 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-020	BIRMINGHAM, MI 48009
1935428017	STEVEN DAVID KNOBLOCK	1052 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-017	BIRMINGHAM, MI 48009
1935428018	CHISTOPHER TACHOIR	1034 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-018	BIRMINGHAM, MI 48009
1935428014	FREDERICK J LEONE	1112 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-014	BIRMINGHAM, MI 48009
1935428013	JOHN E ESSAD	1132 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-013	BIRMINGHAM, MI 48009
1935428012	CRAIG D SILVERTON	1393 LATHAM RD	BIRMINGHAM	MI	48009	08-19-35-428-012	BIRMINGHAM, MI 48009
1935430009	GARY J OUDERSLUYS	955 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-009	BIRMINGHAM, MI 48009
1935426017	NIKOLAOS MAMATAS	1330 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-426-017	BIRMINGHAM, MI 48009
1935428015	SCOTT L CIEMNIECKI	1098 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-015	BIRMINGHAM, MI 48009
1935428016	NICHOLAS HERDZIK	1076 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-016	BIRMINGHAM, MI 48009
1935428022	JOSHUA WEGENER	981 ANN ST	BIRMINGHAM	MI	48009	08-19-35-428-022	BIRMINGHAM, MI 48009
1935428021	GENE R FRANCIS	972 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-021	BIRMINGHAM, MI 48009
1935430010	PRUDENTIAL PROPERTIES LLC	30100 TELEGRAPH RD STE 366	BINGHAM FARMS	MI	48025	08-19-35-430-010	BINGHAM FARMS, MI 48025
1935430008	PAUL J SCHMALTZ	979 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-008	BIRMINGHAM, MI 48009
1935430005	BRIAN HAMLIN	1061 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-005	BIRMINGHAM, MI 48009
1935426018	SMK PROTECTION TRUST	1360 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-426-018	BIRMINGHAM, MI 48009
1935430006	J TIMOTHY ESPER TRUST	1049 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-006	BIRMINGHAM, MI 48009
1935430007	KIMBERLY A WEINER TRUST	1005 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-007	BIRMINGHAM, MI 48009
1935430004	MARK G PIERRET	1083 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-004	BIRMINGHAM, MI 48009
1935430002	TIMOTHY PALMER	1155 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-002	BIRMINGHAM, MI 48009
1935426019	THOMAS R PEDECINE	1390 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-426-019	BIRMINGHAM, MI 48009
1935430001	ANDREAS BERGESEN	1187 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-001	BIRMINGHAM, MI 48009
1935429004	KURT R GERBER	1301 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-004	BIRMINGHAM, MI 48009
1935430003	JAY R SHELL	1121 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-003	BIRMINGHAM, MI 48009
1935426016	JAMES C STRAITH	1300 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-426-016	BIRMINGHAM, MI 48009
1935429022	JONATHAN MARVIN SCHREIBER	1231 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-022	BIRMINGHAM, MI 48009
1935429023	DAVID MOUSER	1225 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-023	BIRMINGHAM, MI 48009
1935429003	THOMAS PETER HILDITCH	1323 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-003	BIRMINGHAM, MI 48009
	City of Birmingham - Clerk's Office	151 Martin Street	Birmingham	MI	48009		Birmingham MI 48009

BIRMINGHAM
A WALKABLE CITY

Monday, January 26, 2026

TO: «Parcel»
«Name_1»
«Address»
«City», «State» «Zip»

RE: 2026 Cape Seal Program
Cape Seal Maintenance Treatment Special Assessment District

The City regularly reviews its unimproved roadways to coordinate routine cape seal treatment. Your street has been identified for inclusion in the 2026 Cape Seal Program. A location map of the project areas is attached. Construction is anticipated to start in spring 2026.

You are receiving this letter because the dates for the Public Hearing of Necessity and Hearing of Confirmation have been amended.

This letter serves as a notification for two public hearings regarding this project:

- The Public Hearing of Necessity to form a Special Assessment District for cape seal maintenance treatment on unimproved road surfaces within the project area. The hearing will be held **Monday, February 23, 2026**, at the regularly scheduled City Commission meeting at 7:00 p.m. in City Hall at 151 Martin Street.
- If necessity is determined at the February 23 hearing, a Public Hearing of Confirmation to confirm the Special Assessment District will be held on **Monday, March 9, 2026**, at the regularly scheduled City Commission meeting at 7:00 p.m. in City Hall at 151 Martin Street.

Typical work items included in the cape seal program are:

- Pulverizing existing road surface and regrading as necessary, and/or spot patching deteriorated areas.
- Applying a cape seal treatment over the entire road surface consisting of a double layer of chip seal and a slurry coat.
- Reconstructing sidewalk ramps in the project area to meet ADA requirements, where needed.

Consistent with past projects of this type, it has been the City's assessment policy is as follows:

- 85% of the front-foot improvement costs are assessed to all properties fronting on the improvement.
- 25% of the side-foot improvement costs are assessed to all residential properties siding on the improvement.
- 85% of the side-foot improvement costs are assessed on improved business properties siding on the improvement.
- 25% of the side-foot improvement costs are assessed on vacant business properties siding on the improvement.

The City pays the remaining portion of the costs, which are 15% of the front-foot costs and 85% of the side-foot costs.

The assessment for each property is calculated using the average cost for the proposed work on each street in the cape seal program, multiplied by the linear foot measurement of the property line fronting the street, and/or the side property line for corner lots. The resulting amount is then reduced by multiplying again by 85% for the front footage measurement, and/or 25% or 85% for the side footage measurement.

Upon completion of the project, the City will bill each property for the full amount of the assessment. Payment will be due within 30 days of receipt. If full payment cannot be made at that time, the assessment can be paid in as many as five annual payments. Interest will be charged annually on the remaining balance at a rate to be determined. The City plans to present an estimate of costs associated with this SAD at the Public Hearing of Necessity to be held on February 9, 2026.

Resident Meeting:
The Engineering Department will host a resident meeting to discuss the upcoming project on **Thursday, February 12, 2026, from 5:30 – 6:30 p.m.** at City Hall, 151 Martin Street, in the City Commission Room. The meeting will include a presentation of the scope of work to be performed, assessment costs, and an opportunity to answer any questions.

If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You may also address the City Commission directly at the Public Hearing of Necessity on February 9, 2026.

Sincerely,

Melissa A. Coatta, P.E.
City Engineer

Funds Report				
	Available:	$4,692.26	PBP Account Number:	35884980
	Used:	$117,093.74	Indicia Number:	0008029208
	Total Pieces:	153966	Meter Number:	8029208
	Control Sum:	$121,786.00	Meter Name:	
	Resettable Piece Count:	149	Printed:	JAN 27 2026 12:20 PM
	Piece Count Value:	$110.26		

Clerk's Office

BIRMINGHAM
A WALKABLE CITY

151 Martin Street • P.O. Box 3001
Birmingham, Michigan 48012-3001

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27 JAN 2026 PM 1 15 L

FIRST CLASS

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02 7W
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CLERK'S OFFICE
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Monday, January 26, 2026

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

CAVE SEAL

48009-336851

FISHING

From Page 1

ice fishing, but to the knowledge and confidence needed to do it safely and responsibly.

"Our Ice to Table — Ice Fishing event is part of a multi-part fishing and aquatic conservation curriculum," said Paige Wigren, vice president of outdoor experience. "Most fishing programs focus on the 'try-it' aspect only. We wanted to take our events a few steps further."

The program was offered in partnership with the U.S. Fish & Wildlife Service — Detroit River International Wildlife Refuge in Trenton and supported by the Great Lakes Restoration Initiative through the Detroit River Youth Fishing Team grant. For nearly four years, the collaboration has worked to remove barriers that often keep families from outdoor recreation, particularly the cost of equipment and access to instruction.

Paige Wigren, Girl Scouts of Southeastern Michigan's vice president of outdoor experience, demonstrates how to fillet a fish as part of the Scouts' Ice to Table — Ice Fishing program. **PHOTO COURTESY OF GIRL SCOUTS OF SOUTHEASTERN MICHIGAN**

Each participant began the day with a detailed ice safety demonstration. Girl Scouts were fitted with mandatory ice picks and taught what to do if they fell through the ice, emphasizing the importance of staying calm. They also learned how to "spud" their path forward using an ice spud to test ice thickness before stepping ahead.

"It is best to assume that no ice is 100% safe," Wigren said. "Becoming too confident during high-risk activities can lead to mistakes and accidents. Safety is at the forefront of everything we do."

For many participants, the safety lessons were among the most valuable takeaways.

"I learned it's important to not panic if you fall through the ice, to never go on the ice alone, and to carry safety picks in case you need to pull yourself out," said Ayla DeLuca, an eighth grader from West Bloomfield.

Cassidy Holmes, a sixth grader from Waterford, said she learned "how to judge if the ice on a lake is safe, and how to use ice picks in an emergency."

Violet Lira, a first grader from Canton, said she was surprised that ice fishing was actually on the ice.

"I've only been regular fishing, like when it's warm. Walking right on the ice surprised me! I thought we would walk next to the ice," she said. "I learned that no ice is safe ice, and you have to check first and be really careful before you walk on it. You check how the ice feels and what color it is to see if it's OK to go on."

After safety fundamentals were covered, participants moved on to fishing skills. Each Girl Scout was assigned a pre-drilled ice hole and a five-gallon bucket stocked with bait, hooks, jigs, hemostats and a depth finder clip. Instructors demonstrated how to operate an ice fishing pole, bait a hook with a wax worm, gently "jig" the line, and safely remove a fish from the hook.

"They learn how to drill an ice fishing hole, scoop ice shards so they don't cut their line, measure water depth, set the hook, reel in their catch," Wigren explained. "And if the fish is legal and they're interested, we teach them how to fillet and pan fry it."

That final step, the transition from ice to table, proved especially memorable for many participants.

"I liked watching Ms. Paige filet the fish, even though it was a little gross," Holmes said. "I had never seen that before, and it was a good learning experience."

Lilly Brinn, a 10th grader from Troy, agreed. "I liked the fish filleting part. It was really interesting to see the knife work."

For DeLuca, the highlight was tasting the final product. "I liked eating the fish," she said. "Ms. Paige is very good at cooking it. Best fried fish I've ever had. It probably helps that it was so fresh."

The program followed a "challenge by choice" philosophy, allowing participants to decide how involved they wanted to be in preparing their catch.

"First and foremost, we focus on the comfort level of the child," Wigren said. "Some kids are excited to learn how to filet a fish. Others prefer just the catching part, and that's OK."

Even those who didn't catch a fish found the experience rewarding.

"Even though I didn't catch anything today, it was still interesting to learn and great to be out in nature on a sunny day," Holmes said. "It was peaceful on the frozen lake."

Brinn echoed that sentiment. "I didn't catch anything, unfortunately, but I enjoyed learning how to prep fish. The hour on the ice felt more like ten minutes."

Several participants were surprised by how quickly conditions changed on the ice.

"I was most surprised that the water in the open hole freezes so fast," DeLuca said.

"I'd never gone before, and I was surprised how fast the ice froze," Brinn added. "Seriously, it's crazy."

Winter programming comes with logistical challenges, from unpredictable weather to managing cold exposure. The Scouts addressed those risks with heated pop-up shanties, access to warming stations, and continuous monitoring of participant comfort.

While the program was first planned in 2022, inconsistent ice conditions delayed its launch. The 2025 season marked the first year it could be hosted safely, and this year's event proved equally successful.

Despite the complexity, Wigren said the impact makes it worthwhile.

"When kids directly connect with nature in their own communities, it leads to a better understanding of conservation and sustainability," she said. "It breaks a big concept down into something tangible."

For many Girl Scouts, the experience sparked interest in future outdoor adventures.

"I would love to do this again," DeLuca said. "I love fishing, and I want to try again and actually catch something."

Holmes agreed. "It was fun, I got to see my friend, and I learned a lot."

Wigren hopes participants walked away with more than just fishing skills.

"These events teach Girl Scouts that they can do anything they put their minds to," she said. "They can do hard things."

For more information on GSSEM's Outdoor Experience Department programs, visit gssem.org/go.

WEALTH

From Page 1

PREPARE BEFORE THE INHERITANCE

Receiving large sums of money and losing a loved one are both things that can throw you for a loop, emotionally and practically.

"Grief can lead to rushed decisions," says Scott Bishop, a CFP and co-founder of Presidio Wealth Partners in Houston.

Establishing goals, understanding inheritance terms and researching tax implications can put you in a better place to make smart choices, he says.

In other words, laying the groundwork now prepares you for the hard work later.

"Emotionally, I often see people swing to extremes — either refusing to spend any money because it feels like 'blood money,' or spending too quickly because they don't feel deserving of it," says Mitchell Kraus, a CFP with Capital Intelligence Associates in Santa Monica, California.

No matter what emotion you feel at the time, it's probably normal, whether it's happiness, sadness or general overwhelm.

"I've seen stress, I've seen excitement," Fardous says. Many clients have never had this kind of money before, she says, and they don't know what to do with it.

AVOID COMMON INHERITANCE MISTAKES

All those feelings can make it hard to act thoughtfully on your newfound wealth, particularly if it's a life-changing amount. One thing you shouldn't do, Fardous says, is start mentally spending the cash.

"Whenever I see someone who's received a windfall, they think of this wish list they've had," Fardous says. "And this money is getting spent in their head before it's even hitting their bank account."

That can derail long-term security before the inheritance has even fully settled.

"Don't bank on an inheritance until you have it," Kraus says.

Other people seek professional advice (good!) but end up with financial pros who try to sell them lots of high-commission products (not ideal!).

If you consult with a professional, consider looking for a fiduciary, which means they're legally bound to do what's best for the client, Fardous says. Be sure you understand the difference between a fee-based financial planner, who receives commissions for recommending products, and a fee-only planner, who is paid only by clients.

People sometimes respond to pressure from friends and family by taking hasty action before they've had time to really think about it.

Kraus recommends telling people you're taking a "90-day decision-free zone" — a period where you don't make any irreversible financial moves.

"It gives you a chance to reset, to think about what's going on and how it's happening, and that takes a lot of the pressure off," Kraus says.

HAVE THE HARD CONVERSATIONS EARLY

It's helpful to know what's coming your way so you can prepare for taxation and distribution. If you're inheriting an IRA, there are rules about when and how you must take distributions from the account. There may be taxes due on what you're receiving.

If you have the kind of relationship with your loved one where you could discuss what you might be inheriting, do it, Kraus says.

"I can't tell you how many families I see where the parents are going to leave a lot of money for their kids, but their kids are so worried about the parents not being able to get by, they're saving money in case their parents need help," Kraus says. "So having those conversations ahead of time can help."

Consider asking what you might be inheriting — money, property, investments — and whether there are any restrictions on the assets, Kraus says.

MAKE A PLAN FOR INHERITED WEALTH

After taking some time to absorb the situation and your emotions, experts say, there are a few priorities to consider.

Consulting a professional about your tax liabilities should be one of your first steps, Bishop says. After that, think about emergency savings and debt.

"We don't want to allocate anything toward anything else without you having an emergency fund — three to six months in high-yield savings — then making sure you don't have any high-interest debt," Fardous says.

Then consider your goals. Do you want to put money toward your children's college education, buy a house, bump up your retirement nest egg?

"The first thing you don't want to do is go out and buy three Ferraris," Bishop says.

Think about what's important to you, what this money means for you, he says. Where do you want to go? Does this inheritance mean you can retire early? Would you want to retire early?

"Think of it as an opportunity to reset your life," Bishop says. "Big checks invite big mistakes. It's important to slow down, have a plan and then execute."

NOTICE OF A PUBLIC HEARING WATERFORD TOWNSHIP PLANNING COMMISSION

Notice is hereby given of a public hearing to be held by the Waterford Township Planning Commission on **Tuesday, February 24, 2026 at 6:00 p.m.**
Members of the public will only be able to speak during the public comment period(s) provided during the meeting, unless otherwise permitted by the Chairperson. Public comments will be limited to three minutes per speaker.

To provide for orderly public participation, a person wishing to speak must first state their name and request to be recognized by the Chairperson of the meeting. The Chairperson will recognize all persons wishing to speak during a public hearing and the public comment period. Prior to the meeting, members of the public may contact the members of the Planning Commission to provide input or ask questions by email or mail to the Township employee/official and at the addresses listed below. **Public comments must be submitted seven days prior to the date of the meeting and include your name and address.** Persons with disabilities in need of accommodations to be able to participate in the meeting should provide at least 24-hour advance notice to the listed Township employee by phone, email, or mail and an attempt will be made to provide reasonable accommodations.

Jeffrey M. Polkowski, AICP
Director of Development Services
Charter Township of Waterford
5200 Civic Center Drive, Waterford, Michigan 48329

planning@waterfordmi.gov

Phone: (248) 674-6238

The Planning Commission will consider the following:

1. Rezoning Case No. PRSA 25-10-01, Rezoning from M-2, General Industrial/C-4, Extensive Business with an OV-SP, Summit Place Overlay to M-1, Light Industrial – PUBLIC HEARING
Parcel I.D. No. 13-25-200-041; *T3N, R9E, SEC 25 PART NE 1/4 BEG AT PT DIST N 00-32-10 W 60 FT & N 90-00-00 W 50 FT & N 00-32-10 W 1397.53 FT FROM E 1/4 COR, TH S 89-27-50 W 1822.52 FT, TH N 00-31-40 W 490 FT, TH N 89-27-50 E 1822.45 FT, TH S 00-32-10 E 490 FT TO BEG 20.50 A 9-10-25 FR 040*
Requesting: To rezone the subject property from M-2, General Industrial/C-4, Extensive Business with an OV-SP, Summit Place Overlay to M-1, Light Industrial
Property Location: **375 N Telegraph Rd**
Property Zoned: R-M2, Multiple-Family Residential
Applicant: Joe Lunghamer Chevrolet

2. Special Approval Case No. PRSA 25-12-01 (PCR 25-031), Cass Elizabeth Rd Short-Term Dwelling – PUBLIC HEARING
Parcel I.D. No. 13-34-251-012; *T3N, R9E, SEC 34 SUPERVISOR'S PLAT NO 46 LOT 2*
Requesting: To operate a short-term dwelling in a unit of an existing single-family attached residential building.
Property Location: **4290 Cass Elizabeth Apt 1**
Property Zoned: R-1E, Single-Family Attached Residential
Applicant: TJA Investment, LLC

3. Special Approval Case No. PRSA 26-01-02 (PCR 26-001), Cass Elizabeth Rd Short-Term Dwelling – PUBLIC HEARING
Parcel I.D. No. 13-34-251-012; *T3N, R9E, SEC 34 SUPERVISOR'S PLAT NO 46 LOT 2*
Requesting: Requesting: To operate a short-term dwelling in a unit of an existing single-family attached residential building.
Property Location: **4290 Cass Elizabeth Apt 5**
Property Zoned: R-1E, Single-Family Attached Residential
Applicant: ATJA Investment, LLC

4. Text Amendment Case No. PRSA 26-01-03, Data Center Moratorium – PUBLIC HEARING
Requesting: Requesting: Text amendment to define, and place a moratorium on, Data Centers.
Impacted Districts: **all zoning districts**
Applicant: Waterford Township

5. Special Approval Case No. PRSA 26-02-01 (PSP 26-1533), Plaza Garibaldi Expansion & Outdoor Dining Patio – PUBLIC HEARING
Parcel I.D. No. 13-13-176-029; *T3N, R9E, SEC 13 SUPERVISOR'S PLAT NO 14 LOTS 24 & 25 9-29-25 FR 002 & 003*
Requesting: To build an addition and outdoor dining patio onto an existing restaurant.
Property Location: **2675 Dixie Hwy**
Property Zoned: C-2, Small Business/C-3, General Business
Applicant: Plaza Garibaldi Real Estate, LLC

In conformance with the Americans with Disabilities Act (ADA), accommodations are available (large print agendas and meeting minutes etc.) upon request. Please contact the Development Services Department for more detail (248) 618-7427.

Grant Smith, Planning Commission Secretary
Charter Township of Waterford
Oakland County, Michigan

NOTICE OF PUBLIC HEARING
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY & PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, February 23, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, March 9, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	**Oak Boulevard** (Greenwood to N Old Woodward) 692 Oak Ave 680 Oak Ave 670 Oak Ave 640 Oak Ave 608 Oak Ave 556 Oak Ave 520 Oak Ave 450 Oak Ave 533 Oak Ave 511 Oak Ave 607 Oak Ave 615 Oak Ave 635 Oak Ave 651 Oka Ave 667 Oak Ave 679 Oak Ave 850 Greenwood Blvd 969 Woodland St 885 N Old Woodward **Lakeside Drive** (Oak to Randall) 890 Lakeside Dr 840 Lakeside Dr 790 Lakeside Dr 774 Lakeside Dr 752 Lakeside Dr 726 Lakeside Dr 700 Lakeside Dr 660 Lakeside Dr 640 Lakeside Dr 620 Lakeside Dr 592 Lakeside Dr 568 Lakeside Dr 532 Lakeside Dr 490 Lakeside Dr 470 Lakeside Dr 440 Lakeside Dr 430 Lakeside Dr 412 Lakeside Dr 932 Lakeside Dr 790 Lakeside Dr 350 Lakeside Dr 320 Lakeside Dr **Glenhurst Drive** (Oak to Pine) 515 N Glenhurst Dr 535 N Glenhurst Dr 559 N Glenhurst Dr 587 N Glenhurst Dr 617 N Glenhurst Dr 639 N Glenhurst Dr 655 N Glenhurst Dr 693 N Glenhurst Dr 717 N Glenhurst Dr 755 N Glenhurst Dr 781 N Glenhurst Dr 825 N Glenhurst Dr 871 N Glenhurst Dr 520 N Glenhurst Dr 534 N Glenhurst Dr 550 N Glenhurst Dr 584 N Glenhurst Dr 612 N Glenhurst Dr 634 N Glenhurst Dr 650 N Glenhurst Dr 690 N Glenhurst Dr 736 N Glenhurst Dr 770 N Glenhurst Dr 19-26-328-001 **Northlawn Boulevard** (Gold Course to Southfield) 1300 Northlawn Blvd 1330 Northlawn Blvd 1360 Northlawn Blvd 1390 Northlawn Blvd 1395 Northlawn Blvd 1385 Northlawn Blvd 1371 Northlawn Blvd 1355 Northlawn Blvd 1323 Northlawn Blvd 1301 Northlawn Blvd 1231 Northlawn Blvd 1225 Northlawn Blvd 1187 Northlawn Blvd 1155 Northlawn Blvd 1121 Northlawn Blvd 1083 Northlawn Blvd 1061 Northlawn Blvd 1049 Northlawn Blvd 1005 Northlawn Blvd 979 Northlawn Blvd 995 Northlawn Blvd 1400 Southfield Rd 1308 Southfield Rd 956 Northlawn Blvd 972 Northlawn Blvd 988 Northlawn Blvd 1000 Northlawn Blvd 1034 Northlawn Blvd 1052 Northlawn Blvd 1076 Northlawn Blvd 1098 Northlawn Blvd 1112 Northlawn Blvd 1132 Northlawn Blvd 1393 Latham Rd
Nature of Improvement:	This work will include routine cape seal treatment along unimproved roadways.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248)530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 2/8/2026 & 2/22/2026
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

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: 655 079 760**

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.
All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations 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.

NOTICE OF MEETING

In compliance with the provisions of Act No. 266 of the Public Acts of 1976, the open meeting act, Act 206, 1893, as amended, the Michigan General Property Tax Law, and Chapter IV of the Rochester Hills City Charter, located at 1000 Rochester Hills Drive, Rochester Hills, Michigan, the Board of Review will hear assessment appeals on the following dates:.

Organizational Meeting, Tuesday March 3, 2026 - 3:00 pm – 5:00 pm

Monday, March 9, 2026 - 1:30 pm - 4:30 pm & 6:00 pm - 9:00 pm

Tuesday, March 10, 2026 - 1:30 pm - 4:30 pm & 6:00 pm - 9:00 pm

Wednesday, March 11, 2026 - 9:30 am - 12:30 pm & 2:00 pm - 5:00 pm

The 2026 Tentative Ratio for all classes of property is 50.00 percent, with corresponding estimated multipliers of 1.00.

If you wish to appear before the Board of Review, an application to appeal must be completed in the Assessing Department no later than Wednesday, March 11, 2026, at 4:00 pm. A docket number, date and time for appeal will be assigned as soon as the application is completed. Please reference your parcel identification number so your records can be quickly located. It is advisable to discuss any assessment questions with the Assessing Department prior to appearing before the Board of Review.

Laurie A Taylor, Director of Assessing
Secretary to Board of Review

02/8/2026 POSTED AT: City of Rochester Hills Municipal Building, 1000 Rochester Hills Drive, Rochester Hills, MI

LAT/has

BIRMINGHAM
A WALKABLE CITY

2026 Cape Seal Program Project

Hearing of Necessity for Cape Seal Special Assessment District (SAD)

Engineering Department

Date: February 23, 2026

2026 Cape Seal Program
Cape Seal Special Assessment District

➢Overview

- Cape seal existing unimproved streets:
  - N Glenhurst Drive: Oak to Pine
  - Lakeside Drive: Oak to Randall
  - Northlawn Blvd: Birmingham Country Club to Southfield
  - Oak Blvd: Greenwood to N Old Woodward
- Special Assessment District (SAD) for Cape Seal will defray the costs incurred by the City for construction of these improvements.

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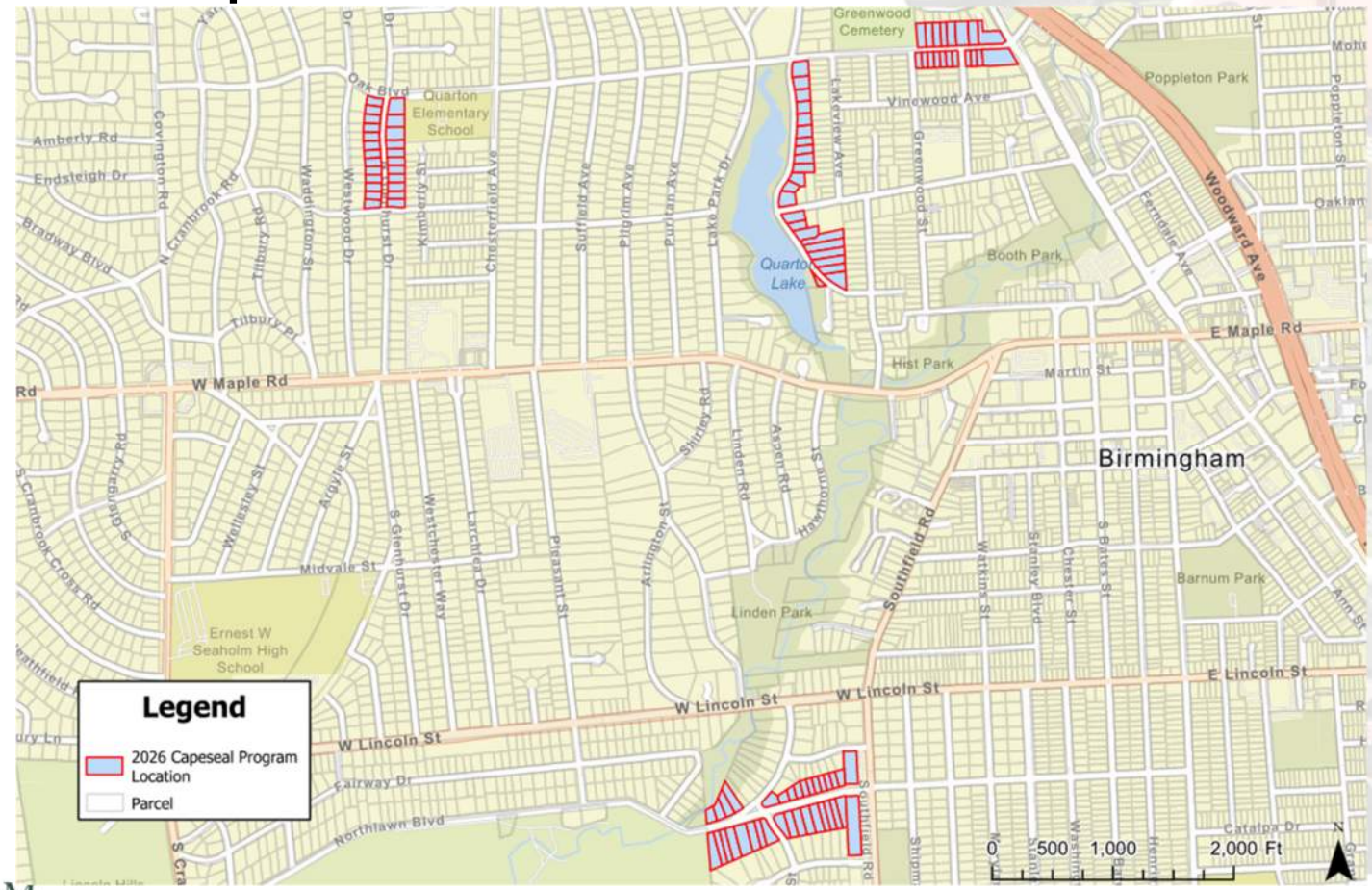
2026 Cape Seal Program
Cape Seal Special Assessment District



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2026 Cape Seal Program
Cape Seal Special Assessment District

➢History

Previous Cape Seal Treatment:

Street Name	Limits	Previous Year Cape Sealed	Daily Traffic Count (Year)
Oak Ave	Greenwood to N Old Woodward	2014	4,897 (2025)
Lakeside Dr	Oak to Randall	2010	736 (2019)
N Glenhurst Dr	Oak to Pine	2008	421 (2019)
Northlawn Blvd	Rouge River to Southfield	2010	2,280 (2025)

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2026 Cape Seal Program
Cape Seal Special Assessment District

➢City Policy

- Maintenance on Unimproved Roads
  - First Special Assessment District for "dustproofing": 1948
  - 85% of short-foot costs for all property fronting the improvement;
  - 25% of long-foot costs for all residential property siding the improvement;
  - 85% of long-foot costs for all improved business property siding the improvement and;
  - 25% of long-foot costs for all unimproved business property siding the improvement.

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2026 Cape Seal Program
Cape Seal Special Assessment District

- Project Costs
  - Overall Estimated Project Costs: $397,309.00
  - Scope: Pulverize, double chip and slurry
  - Total Footage Along Project: 9,729.94 feet
  - Assessable Footage Along Project: 7,933.11 feet
  - Cost per Foot: $40.83

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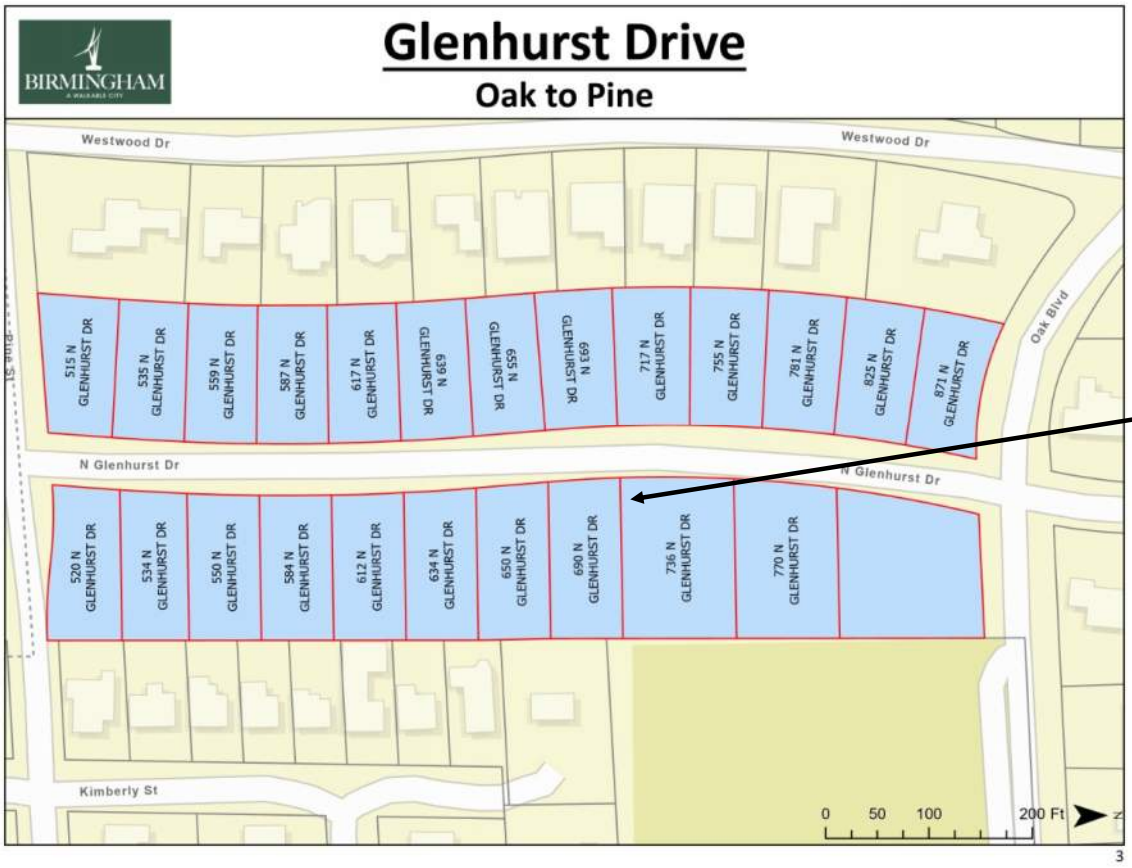
2026 Cape Seal Program
Cape Seal Special Assessment District



Properties included in proposed Cape Seal Treatment Special Assessment District

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2026 Cape Seal Program
Cape Seal Special Assessment District

Existing Conditions – Glenhurst

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2026 Cape Seal Program
Cape Seal Special Assessment District

Properties included in proposed Cape Seal Treatment Special Assessment District

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2026 Cape Seal Program
Cape Seal Special Assessment District

Existing Conditions – Lakeside

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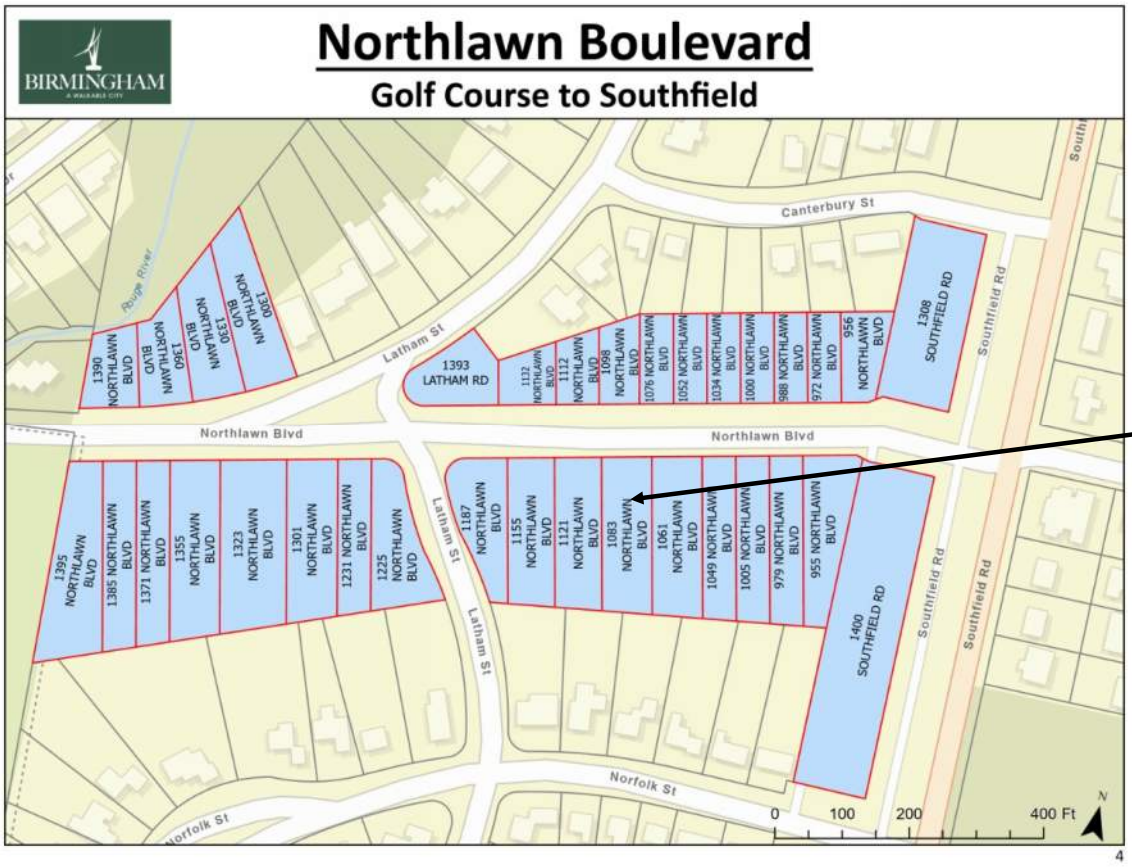
2026 Cape Seal Program
Cape Seal Special Assessment District



Properties included in proposed Cape Seal Treatment Special Assessment District

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2026 Cape Seal Program
Cape Seal Special Assessment District

Existing Conditions – Northlawn

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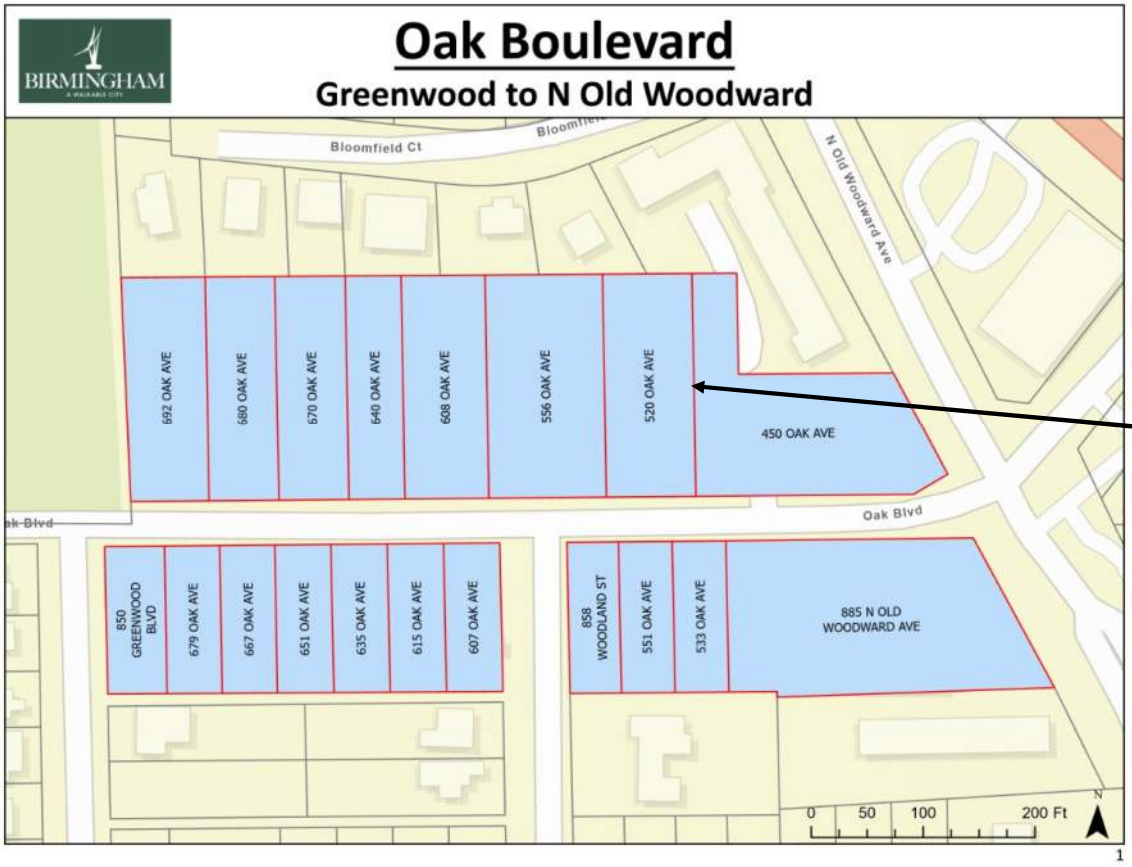
2026 Cape Seal Program
Cape Seal Special Assessment District



Properties included in proposed Cape Seal Treatment Special Assessment District

BIRMINGHAM
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2026 Cape Seal Program
Cape Seal Special Assessment District

Existing Conditions – Oak

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2026 Cape Seal Program
Cape Seal Special Assessment District

➢Summary

- The Engineering Department recommends City Commission declare a necessity and approve the SAD for 2026 Cape Seal Program for cape seal treatment.
- Should the Commission approve the SAD, a public hearing for confirmation of the roll will be held on March 9, 2026.

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Mya Brown <mbrown@bhamgov.org>

Oak Cape Seal

Michael Seneski <mseneski@gmail.com> Mon, Feb 16, 2026 at 10:54 AM
To: city-commission@bhamgov.org

I'm sorry...It hit before I could finish..!!
Birmingham City Commissioners:

I would like to lodge my opposition to the proposed Cape Seal program.

First and foremost, I wholeheartedly believe that the City's approach to infrastructure is 100% incorrect. Streets/sidewalks need to be the City's responsibility, and should be included in our tax base. The quality of our streets is horrible -- and to put the maintenance/development of each street on the back of the residents, on top of some of the highest property taxes in the State is just not right. **I propose that the City includes a ballot measure to include the infrastructure costs. AND, because I do not believe in "just adding"** (I have spent my career as a CFO -- including 30 years at Ford as CFO of Ford Credit and head of Strategy for Ford Motor Co), **I would like the City to propose a potential set of offsets that we, the citizens, can decide on.** For example, cutting the XMas lights by 30%, cutting the plantings/flowers by 30%, potential of 1 fire/EMT station, etc...(this is just a list, I'm sure you could develop a far more robust set of potential tradeoffs).

Second, I do not believe that your proposed treatment of Oak is responsible.
We asked the Engineering department to have the Police conduct traffic studies for all of the streets proposed in the Cape Seal program (in addition to other "normal" side streets. If the SEMCOG study done in 2013 is correct, then there could be over 8800/cars per day traversing Oak. Oak is the major east-west thoroughfare, and, during the Maple reconstruction, the City actually diverted all of the traffic onto Oak (further stressing the street). Since my first proposal will not be done in time to fix the problem on Oak that is mostly due to the City, I propose the following
- **Immediately, and permanently, restrict all trucks from Oak. Like Lincoln, all truck traffic should use Maple or Quarton**
- **For the Cape Seal program, like Wimbledon, we should only be charged 50% of the total. Wimbledon and Oak are considered Major Streets. They receive Act 51 funds, and the residents should not be 85% responsible.** How you can do 50% on Wimbledon, and then propose 85% to us seems duplicitous.

I am unable to be in town on Feb 23, so please use this letter as my input.
Sincerely,
Michael Seneski and Amy Geller
608 Oak Ave
248-515-7739

On Mon, Feb 16, 2026 at 10:49 AM Michael Seneski <mseneski@gmail.com> wrote:

> Birmingham City Commissioners:
>
> I would like to lodge my opposition to the proposed Cape Seal program.
>
> First and foremost, I wholeheartedly believe that the City's approach to infrastructure is 100% incorrect. Streets/sidewalks need to be the City's responsibility, and should be included in our tax base. The quality of our streets is horrible -- and to put the maintenance/development of each street on the back of the residents, on top of some of the highest property taxes in the State is just not right. **I propose that the City includes a ballot measure to include the infrastructure costs. AND, because I do not believe in "just adding"** (I have spent my career as a CFO -- including 30 years at Ford as CFO of Ford Credit and head of Strategy for Ford Motor Co), **I would like the City to propose a potential set of offsets that we, the citizens, can decide on.** For example, cutting the XMas lights by 30%, cutting the plantings/flowers by 30%, potential of 1 fire/EMT station, etc...(this is just a list, I'm sure you could develop a far more robust set of potential tradeoffs).
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> --
> Michael Seneski
> mseneski@gmail.com
> 248-515-7739

--
Michael Seneski
mseneski@gmail.com
248-515-7739

--
You received this message because you are subscribed to the Google Groups "City Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAKarKL5D6At6B9R_JmGLX-zK5EzwZCtOVTSQgYS8MPWE%2B3ygRA%40mail.gmail.com.

16 February 2026

Dear City of Birmingham Commissioners,

As the residents of Northlawn Boulevard in Birmingham, Michigan understand from attending the Engineering Department meeting held Thursday, February 12, 2026 to discuss the upcoming cape seal program, the city of Birmingham defines Northlawn as an unimproved road. However, we request financial relief from the city's plans to assess residents of Northlawn the customary unimproved road 85% of the cape seal project cost for the following reasons:

1) Unlike the typical city of Birmingham unimproved road (Canterbury for example) Northlawn Boulevard would "appear" as an improved road which consistently encourages non-resident traffic to utilize the road adding to its wear and tear
    a. 38 feet wide
    b. concreate curbs and driveway approaches
    c. gutters with rainwater sewer catches
    d. snowplowed and salted regularly
2) We understand that Northlawn Boulevard is defined as an important emergency route to facilitate fire and rescue access to the broader Birmingham community which would incline that the maintenance / condition of Northlawn is important to EVERY resident of Birmingham and not just those who live on Northlawn, therefore, it is unfair for the majority of the maintenance cost (85%) to be the liability of the Northlawn residents alone and instead the costs should be shared by ALL residents of Birmingham.
3) Since the last cape seal project was completed there has been approximately 13 homes completely demolished/reconstructed on Norhtlawn Boulvevard between Southfield and Cranbrook roads. The crews and heavy trucks can only enter from Southfield or Cranbrook roads and together with the invasive trenching of the street (and repatching) to connect up plumbing and water services to the newly constructed homes along with the weight of 13 homes demolition debris being hauled away and new construction materials being delivered there has clearly been an accelerated deterioration in the street surface attributable to home construction. The incumbent residents of Northlawn should not be fully responsible for the accelerated deterioration of the road surface due to new home construction. We think that the city of Birmingham should secure from home demolition/reconstruction permits additional funding to set aside for what we know will be a faster deterioration of the street surrounding the project resulting in a sooner than what would normally be expected resurfacing project. In addition, it is believed that these new homes constructed are providing a significant boost in property taxes collected by the City as compared to the demolished homes they replace.

We appreciate your consideration and recognition that Northlawn Boulevard is a very unique "unimproved" road. I think the police department can attest to the tremendous amount of non-Northlawn residents who travel this road on a daily basis.

Regards,
Jay & Kimberly Shell
1121 Northlawn Boulevard

CLERK'S OFFICE
RECEIVED
FEB 17 2026
11:25 AM

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

Fwd: City's Proposed Cape Seal Project on OAK AVE.

Jana Ecker <Jecker@bhamgov.org> Wed, Feb 18, 2026 at 10:53 AM
To: Mya Brown <mbrown@bhamgov.org>

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

On Wed, Feb 18, 2026 at 10:02 AM Clinton Baller <cmballer@avidpays.com> wrote:

---------- Forwarded message ---------
From: **michelle areeda** <michelleareeda@gmail.com>
Date: Wed, Feb 18, 2026 at 9:33 AM
Subject: City's Proposed Cape Seal Project on OAK AVE.
To: Brad Host <bhost@bhamgov.org>, <cballer@bhamgov.org>, <along@bhamgov.org>, <ahaig@bhamgov.org>, <bkolb@bhamgov.org>, <kkozlowski@bhamgov.og>, <tlong@bhamgov.org>

My name is Michelle Areeda. I reside at 450 Oak Ave. Unit 201. I am writing this email on behalf of myself, Eva Von Voss, Unit 302 and Noah Miller, Unit 303. We will attend the meeting on February 23rd but do not expect that there will be time to discuss our concerns in full as so many other will wish to speak. As such we would like this letter in the record and addressed by the Council accordingly.

We counted numerous new home built on Oak, Lakeside and Pilgrim since 2020. The square footage of those homes range from 4,500 square feet to over 8,000- 9,000 square feet. The materials necessary to build those home are transported along Oak Ave on a daily basis during the height of the building season. The construction occurs after the equipment necessary for demolition and removal of concrete, and structural materials has been moved in and out. The work is done by vehicles owned by companies who are presumably required to comply with Birmingham's weight and axle maximums but seemingly without enforcement by the City. As a result Oak Ave. has been destroyed and made dangerous.

In its letter to residents, the City references a "traditional" 85-15 split for cost of cape sealing projects. However that split is not appropriate for Oak Ave. as the other city streets have not been treated as construction site thoroughfares and do not endure the constant use by overweight vehicles. With the city taking retainers from home owners or builders and accepting funding from the State for city streets it is illogical that the City now asks the residents to contribute to the work that needs to be done.

The City should take action to repair Oak and place the proper surface at its own expense. Also, going forward "no truck" signs should be posted on Oak Ave. at Woodward and Cranbrook as they are on Lincoln, Southfield at Maple, and Eaton at Lincoln. Also weight limits for all vehicles should be posted as like the one on Cranbrook at Maple and enforced.
Finally, the City should require trucks to enter from Maple Road or Big Beaver onto the streets upon which they are performing their work and have them exit the same way.

The goal is to keep Oak in good repair open to emergency vehicles and safe for pedestrians and drivers.

--
Michelle E. Areeda
Birmingham, MI
(248) 321-6165
Reply to: michelleareeda@gmail.com

_____
This electronic message contains information from Michelle E. Areeda, which may be private and or privileged. The information is intended to be for the use of the addressee only. If you are not the addressee, note that any disclosure, copy, distribution or use of the contents of this message is prohibited.

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

Re: Northlawn Cape Seal

Clinton Baller <cmballer@avidpays.com> Wed, Feb 18, 2026 at 3:21 PM
To: Gary Oudersluys <socioking@hotmail.com>, Alex Bingham <abingham@bhamgov.org>, City Commission <city-commission@bhamgov.org>

Gary, Melissa,

Thanks for writing. We received the same letter (word-for-word, I believe) from Scott & Shawn Ciemniecki. I will try to see that it gets into our packet for Monday night.

Clinton Baller
Mayor

On Wed, Feb 18, 2026 at 12:56 PM Gary Oudersluys <socioking@hotmail.com> wrote:

18 February 2026

Dear City of Birmingham Commissioners,

As the residents of Northlawn Boulevard in Birmingham, Michigan understand from attending the Engineering Department meeting held Thursday, February 12, 2026 to discuss the upcoming cape seal program, the city of Birmingham defines Northlawn as an unimproved road. However, we request financial relief from the city's plans to assess residents of Northlawn the customary unimproved road 85% of the cape seal project cost for the following reasons:

1. Unlike the typical city of Birmingham unimproved road (Canterbury for example) Northlawn Boulevard would "appear" as an improved road which consistently encourages non-resident traffic to utilize the road adding to its wear and tear
    1. 38 feet wide
    2. concreate curbs and driveway approaches
    3. gutters with rainwater sewer catches
    4. snowplowed and salted regularly
2. We understand that Northlawn Boulevard is defined as an important emergency route to facilitate fire and rescue access to the broader Birmingham community which would incline that the maintenance / condition of Northlawn is important to EVERY resident of Birmingham and not just those who live on Northlawn, therefore, it is unfair for the majority of the maintenance cost (85%) to be the liability of the Northlawn residents alone and instead the costs should be shared by ALL residents of Birmingham.

3. Since the last cape seal project was completed there has been approximately 13 homes completely demolished/reconstructed on Norhtlawn Boulvevard between Southfield and Cranbrook roads. The crews and heavy trucks can only enter from Southfield or Cranbrook roads and together with the invasive trenching of the street (and repatching) to connect up plumbing and water services to the newly constructed homes along with the weight of 13 homes demolition debris being hauled away and new construction materials being delivered there has clearly been an accelerated deterioration in the street surface attributable to home construction. The incumbent residents of Northlawn should not be fully responsible for the accelerated deterioration of the road surface due to new home construction. We think that the city of Birmingham should secure from home demolition/reconstruction permits additional funding to set aside for what we know will be a faster deterioration of the street surrounding the project resulting in a sooner than what would normally be expected resurfacing project. In addition, it is believed that these new homes constructed are providing a significant boost in property taxes collected by the City as compared to the demolished homes they replace.

We appreciate your consideration and recognition that Northlawn Boulevard is a very unique “unimproved” road. I think the police department can attest to the tremendous amount of non-Northlawn residents who travel this road on a daily basis.

Regards,
Gary & Melissa Oudersluys
955 Northlawn Boulevard

--
You received this message because you are subscribed to the Google Groups "City Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAG8Vh9HTfpQX%2Bab4Ao%2Bgujq0vSpLDoBEcNekJoVSOHqDo4XO-A%40mail.gmail.com.

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

Fwd: Oak Cape Seal

1 message

Jana Ecker <Jecker@bhamgov.org> Thu, Feb 19, 2026 at 10:02 AM
To: Mya Brown <mbrown@bhamgov.org>

For CC agenda packet

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

---------- Forwarded message ---------
From: **Andrew Stein** <stein.andrew3@gmail.com>
Date: Thu, Feb 19, 2026 at 7:54 AM
Subject: Re: Oak Cape Seal
To: Jana Ecker <Jecker@bhamgov.org>
Cc: Alex Bingham <abingham@bhamgov.org>, Brad Host <bhost@bhamgov.org>

Yes please include it!

Thank you
-Andrew

On Tue, Feb 17, 2026 at 9:01 AM Jana Ecker <Jecker@bhamgov.org> wrote:

> Mr. Stein,
>
> Thank you for your email to Commissioner Host. Any emails sent to specific commissioners are not included in the City Commission agenda packet. If you wish to send it to the City Commission for inclusion in the agenda packet, please send it to all City Commissioners and/or the City Clerk's Office. For this email, we can include it in the agenda packet if you provide your request for the City to do so in response to this email (the City Clerk is copied).
>
> Thank you!
>
> **Jana L. Ecker**
> **City Manager**
> **Birmingham, MI**
> **(248) 530-1811**
>
> On Mon, Feb 16, 2026 at 3:30 PM Brad Host <bhost@bhamgov.org> wrote:
>
> > Dear Ladies,
> > Please see all Commissioners get a copy of Andrew's letter and it is included in our 2/23 Agenda.
> > Thanks in advance,
> > Brad
> > Sent from my iPhone
> >
> > Begin forwarded message:
> >
> > **From:** Andrew Stein <stein.andrew3@gmail.com>
> > **Date:** February 16, 2026 at 2:48:42 PM EST
> > **To:** bhost@bhamgov.org

Subject: Oak Cape Seal

Dear Commissioner Brad,

I am writing to express my opposition to the proposed cap seal program for Oak Avenue, particularly the financial burden being placed on its residents.

First, it is concerning that Oak Avenue residents are being asked to cover 85% of the project cost, while residents on Wimbledon were responsible for only 50% of a similar project. This discrepancy raises serious questions about fairness and equitable treatment. Oak Avenue also carries significantly heavier traffic than Wimbledon, serving as a primary route for many non-resident drivers. Given the greater public use of Oak, its residents should not be required to bear any cost share without clear and compelling justification.

As noted above, Oak Avenue is a heavily traveled main road that serves far more than just its residents. It is used daily by a substantial volume of traffic, including families commuting to nearby schools such as Holy Name and Quarton Elementary. Because of this level of public use, and the fact that Oak functions as a major thoroughfare, we do not believe Oak Avenue residents should be responsible for any portion of this cost. The City should assume full financial responsibility for this improvement.

Finally, I would like to highlight the impact Oak Avenue's status as a main road has already had on property values. From 2023 to 2025, we attempted to sell our family home even dropping it below market value but were unable to do so. Multiple prospective buyers expressed concerns specifically because Oak is a busy main road. Homeowners on Oak already face challenges due to traffic volume and reduced market appeal, and a special assessment would only add to that burden.

For these reasons, we respectfully urge you to reconsider the cost allocation for this project and pursue a solution in which the City covers the full cost of the work on Oak Avenue.

Thank you for your time and consideration.

Sincerely,
Andrew and Samantha Stein
556 Oak Ave
Birmingham, MI 48009
248-722-3499

Dear City of Birmingham Commissioners,

As the residents of Northlawn Boulevard in Birmingham, Michigan understand from attending the Engineering Department meeting held Thursday, February 12, 2026, to discuss the upcoming cape seal program, the city of Birmingham defines Northlawn as an unimproved road. However, we request financial relief from the city's plans to assess residents of Northlawn for the customary unimproved road 85% of the cape seal project cost for the following reasons:

1) Unlike the typical city of Birmingham unimproved road (Canterbury for example) Northlawn Boulevard would "appear" as an improved road which consistently encourages non-resident traffic to utilize the road adding to its wear and tear
    a. 38 feet wide
    b. concreate curbs and driveway approaches
    c. gutters with rainwater sewer catches
    d. snowplowed and salted regularly
2) We understand that Northlawn Boulevard is defined as an important emergency route to facilitate fire and rescue access to the broader Birmingham community which would incline that the maintenance / condition of Northlawn is important to EVERY resident of Birmingham and not just those who live on Northlawn, therefore, it is unfair for the majority of the maintenance cost (85%) to be the liability of the Northlawn residents alone and instead the costs should be shared by ALL residents of Birmingham.
3) Since the last cape seal project was completed there has been approximately 13 homes completely demolished/reconstructed on Norhtlawn Boulevard between Southfield and Cranbrook roads. The crews and heavy trucks can only enter from Southfield or Cranbrook roads and together with the invasive trenching of the street (and repatching) to connect up plumbing and water services to the newly constructed homes along with the weight of 13 homes demolition debris being hauled away and new construction materials being delivered there has clearly been an accelerated deterioration in the street surface attributable to home construction. The incumbent residents of Northlawn should not be fully responsible for the accelerated deterioration of the road surface due to new home construction. We think that the city of Birmingham should secure from home demolition/reconstruction permits additional funding to set aside for what we know will be a faster deterioration of the street surrounding the project resulting in a sooner than what would normally be expected resurfacing project. In addition, it is believed that these new homes constructed are providing a significant boost in property taxes collected by the City as compared to the demolished homes they replace.

We appreciate your consideration and recognition that Northlawn Boulevard is a unique "unimproved" road. I think the police department can attest to the tremendous amount of non-Northlawn residents who travel on this road daily.

Regards,
Paul and Shannon Schmaltz
979 Northlawn Blvd
Birmingham, Mi 48009

MEMORANDUM

Engineering Department

DATE: March 9, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, City Engineer

SUBJECT: 2026 Cape Seal Program
Contract #5-26 (P) Award

INTRODUCTION:
The Engineering Department opened bids for the 2026 and 2027 Cape Seal Program Contract #5-26 (P) and #5-27 (P) on January 29, 2026. Two (2) bids were received for consideration, and the Engineering Department recommends awarding the 2026 Cape Seal Program to Highway Maintenance & Construction Co.

BACKGROUND:
The 2026 Cape Seal Program Contract #5-26 (P) included the new cape seal treatment of four (4) unimproved roads. The scope of work consists of pulverizing unimproved roads, installing cement stabilization, cape sealing unimproved roads, and making sidewalk ramp repairs. The streets included in the project are Oak Avenue from Greenwood to N. Old Woodward, Lakeside Drive from Oak Avenue to Randall Street, Glenhurst Drive from Oak Avenue to Pine Street, and Northlawn Boulevard from the Rouge River to Southfield Road.

Bids were opened on January 29, 2026, with two (2) bids received as listed in the attached summary. Highway Maintenance & Construction Co. was the low bidder with a bid of $889,556.00. The City has contracted with Highway Maintenance & Construction Co. for the Cape Seal Program for the past several years. The Engineering Department is confident that they are fully qualified to perform the type of work included in the 2026 Cape Seal Program. As required for all City construction projects, Highway Maintenance & Construction Co. 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.

Highway Maintenance & Construction has provided written documentation that they will hold their bid pricing for the 2027 Cape Seal Program Contract #5-27 (P) through the anticipated contract award at a June 2026 City Commission meeting, contingent upon the approval of the FY 26-27 budget.

While the project was under design, the Engineering Department received a resident safety concern about the intersection of Oak and Lakeview. The City requested a review of the area

by the consulting traffic engineer, Fleis and VandenBrink. As a result of that review, staff recommends installing advanced intersection signage at the southeast corner of Oak and Lakeside.

LEGAL REVIEW:
The City's standard RFP and contract language were used for bidding on this project, which the City Attorney has reviewed and approved. The City Attorney has no objections to the suggested Commission Action.

FISCAL IMPACT:
This program is accounted for in the FY 25-26 budget within the Local Streets Fund. The Department of Public Service requested that the project include cape sealing the parking spaces along the west side of Lakeside Road along Quarton Lake Road. The total construction cost of the program is estimated to be $459,499.98, which includes Highway Maintenance & Construction Co.'s bid in the amount of $417,727.25 and a 10% construction contingency. The project will be funded by the following accounts:

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Local Street Fund	203.0-449.001-981.0100	$397,309.00	$39,730.90	$437,039.90
Park Fund	101.0-751.000-811.0000	$20,418.25	$2,041.83	$22,460.08

SUSTAINABILITY:
Completing the cape seal treatment will enhance the road surface and reduce maintenance.

DESIGN CONSIDERATIONS:
Sidewalk ramps that currently do not meet ADA standards will be removed and installed per the current ADA standards.

PUBLIC COMMUNICATIONS:
An informational resident meeting was held at City Hall on Thursday, February 12, 2026. 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 recommends the 2026 Cape Seal Program #6-25 (P) be awarded to Highway Maintenance & Construction Co.

ATTACHMENTS:
1. Project Area Map
2. Letter of Recommendation and Bid Summary
3. Contract
4. Fleis and Vandenbrink Report on Oak and Lakeview

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to award the 2026 Cape Seal Program #5-26 (P) to Highway Maintenance & Construction Co. in the amount of $417,727.25 and a 10% construction contingency for a total of $459,499.98. In addition, to authorize the Mayor and the 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 Highway Maintenance & Construction Co. Funding for this project has been budgeted in the following accounts:

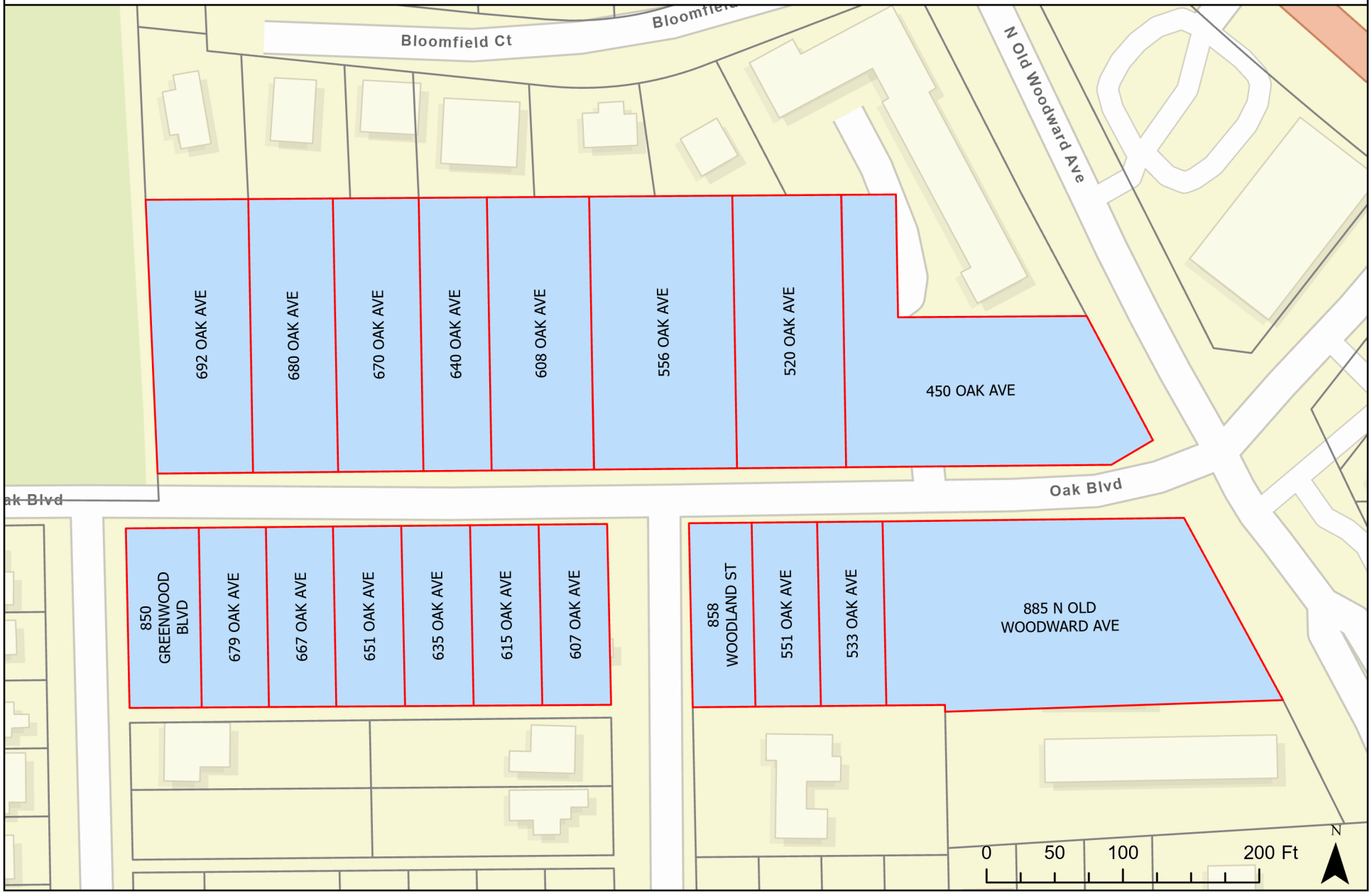
Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Local Street Fund	203.0-449.001-981.0100	$397,309.00	$39,730.90	$437,039.90
Park Fund	101.0-751.000-811.0000	$20,418.25	$2,041.83	$22,460.08

AND

To install the advanced intersection signage at the southeast corner of Oak and Lakeside for Lakeview, as shown in the Fleis and Vandenbrink Report.

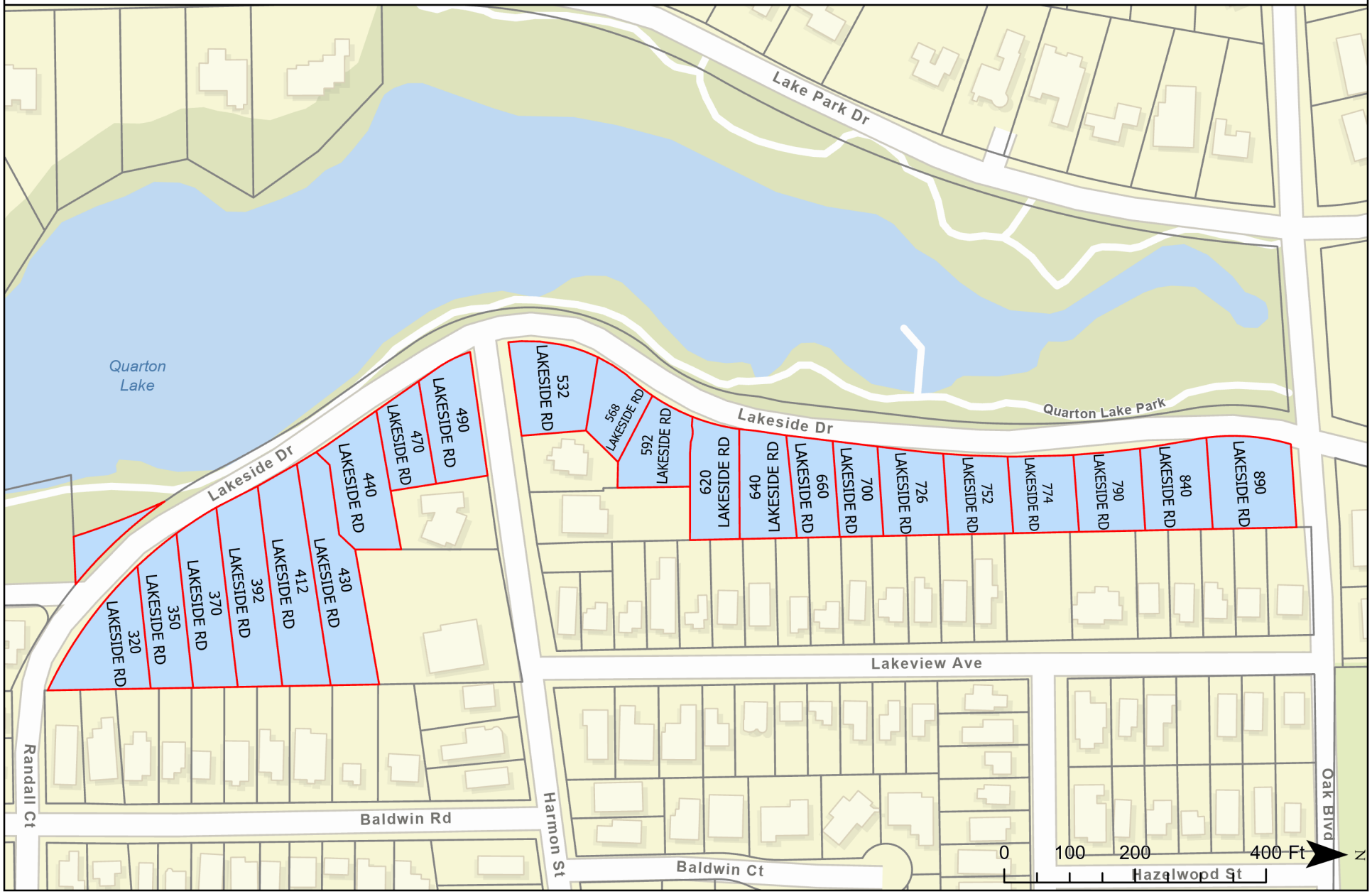
Oak Boulevard

Greenwood to N Old Woodward



Lakeside Drive

Oak to Randall

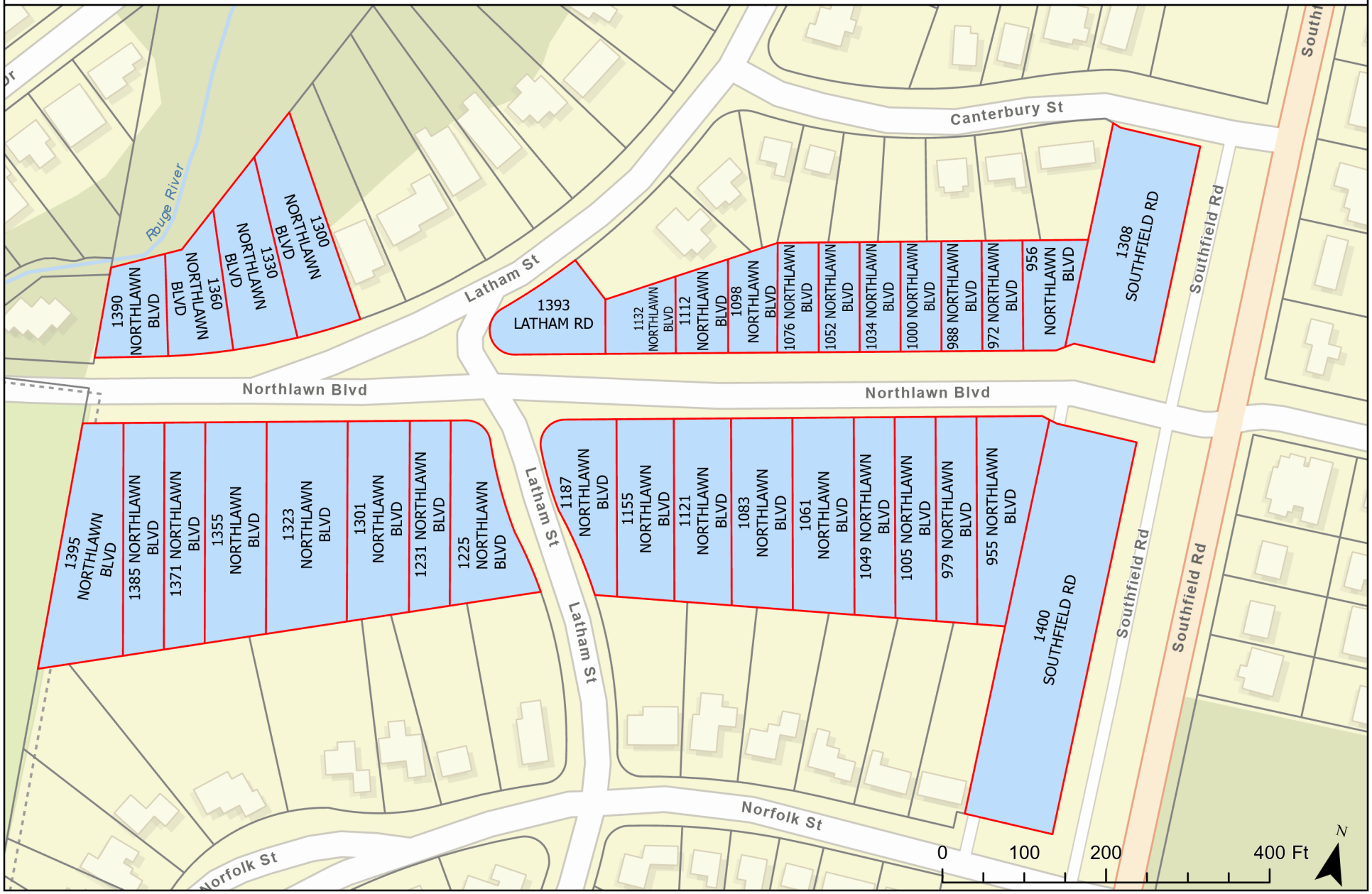


Glenhurst Drive

Oak to Pine

Northlawn Boulevard

Golf Course to Southfield



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 Hulet Drive
Bloomfield Hills, MI 48302-0360

248-454-6300

www.hrcengr.com

February 4, 2026

City of Birmingham
151 Martin St
Birmingham, MI 48009

Attn: Melissa Coatta, P.E. City Engineer

Re: 2026 and 2027 Cape Seal Program Contract #5-26(P) and #5-27(P) HRC Job No. 20250832
Bid Tabulation and Review

Dear Ms. Coatta:

Hubbell, Roth & Clark, Inc. (HRC) has reviewed the bids received on January 29, 2026, for the subject project. There were a total of two (2) bids received and publicly opened and read. Copies of the bid tabulation are enclosed for your reference and distribution.

After reviewing the bids received, Highway Maintenance & Construction, Inc., of Romulus, Michigan was the lowest responsive bidder. Highway Maintenance & Construction has satisfied the requirements of the specifications and has submitted all the necessary information in order for the bid proposal to be considered complete and responsive. Highway Maintenance & Construction has completed several similar projects for the City in the past and have performed well.

In our capacity as Consulting Engineers for the City of Birmingham, we recommend that the award for the 2026 and 2027 Cape Seal Program – City Contract #5-26(P) and #5-(27) be awarded to Highway Maintenance & Construction at a total amount of $869,137.75, subject to receipt of the appropriate bonds and insurances.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

James J. Surhigh, P.E.
Senior Associate

Attachment: (1) Bid Tabulation

pc: Birmingham; Melissa Fairbairn
HRC; K. Stickel, R. Duggar, File

BID TABULATION
2026 and 2027 CAPE SEAL PROGRAM CONTRACT#5-26 (P) and #5-27 (P)
CITY OF BIRMINGHAM, MICHIGAN

Bids Due: Thursday January 29, 2026 at 2:00PM
HRC Job # 20250832

	Item	Quantity		HIGHWAY MAINTENANCE & CONSTRUCTION P.O. BOX 74411 Romulus, MI 48174 (734) 941-8885 Unit Price	HIGHWAY MAINTENANCE & CONSTRUCTION Total Cost	PAVEMENT MAINTENANCE SYSTEMS, LLC 684 Industrial Pkwy Imlay City, MI 48444 (810) 724-4767 Unit Price	PAVEMENT MAINTENANCE SYSTEMS, LLC Total Cost
	2026 CAPE SEAL						
1	Mobilization, Maximum $20,000	1	LS	$15,000.00	$15,000.00	$20,000.00	$20,000.00
2	Erosion Control, Inlet Protection, Fabric Drop	30	EA	$125.00	$3,750.00	$135.00	$4,050.00
3	Capeseal Surface	14,685	SY	$10.25	$150,521.25	$11.00	$161,535.00
4	Supplemental Aggregate, MDOT 23A Limestone, as Required	100	TON	$45.00	$4,500.00	$50.00	$5,000.00
5	Crush and Shape	14,685	SY	$4.25	$62,411.25	$4.50	$66,082.50
6	Cement Stabilization, 45 LB/SY x 12 inch	3,726	SYD	$15.25	$56,821.50	$15.50	$57,753.00
7	Sidewalk, Remove	1,335	SF	$8.00	$10,680.00	$7.00	$9,345.00
8	Curb and Gutter, Remove	5	FT	$35.00	$175.00	$25.00	$125.00
9	Curb and Gutter, Concrete, Detail F4	5	FT	$85.00	$425.00	$75.00	$375.00
10	Curb Ramp Opening, Concrete	47	FT	$110.00	$5,170.00	$100.00	$4,700.00
11	Curb Ramp, 6 inch	768	SF	$25.00	$19,200.00	$22.00	$16,896.00
12	Sidewalk, Concrete, 4 inch	585	SF	$16.00	$9,360.00	$16.00	$9,360.00
13	Detectable Warning Surface, Modified	57	FT	$335.00	$19,095.00	$350.00	$19,950.00
14	Structure Cover, Adjust, Case 1	30	EA	$550.00	$16,500.00	$500.00	$15,000.00
15	Traffic Maintenance & Control	1	LS	$10,000.00	$10,000.00	$15,000.00	$15,000.00
16	Turf Establishment, THM Seed Mix	1	LS	$2,000.00	$2,000.00	$1,500.00	$1,500.00
17	Inspector Crew Days	$650.00	DAY	18	$11,700.00	18	$11,700.00
TOTAL AMOUNT OF BID FOR 2027 PROGRAM					**$397,309.00**		**$418,371.50**
	2027 CAPE SEAL						
1	Mobilization, Maximum $20,000	1	LS	$15,000.00	$15,000.00	$20,000.00	$20,000.00
2	Erosion Control, Inlet Protection, Fabric Drop	45	EA	$125.00	$5,625.00	$140.00	$6,300.00
3	Capeseal Surface	17,417	SY	$11.00	$191,587.00	$12.00	$209,004.00
4	Supplemental Aggregate, MDOT 23A Limestone, as Required	105	TON	$47.50	$4,987.50	$55.00	$5,775.00
5	Crush and Shape	17,417	SY	$4.75	$82,730.75	$5.00	$87,085.00
6	Cement Stabilization, 45 LB/SY x 12 inch	6,862	SYD	$17.25	$118,369.50	$17.50	$120,085.00
7	Sidewalk, Remove	300	SF	$7.50	$2,250.00	$7.20	$2,160.00
8	Curb and Gutter, Remove	7	FT	$27.00	$189.00	$27.50	$192.50
9	Curb and Gutter, Concrete, Detail F4	7	FT	$85.00	$595.00	$80.00	$560.00
10	Curb Ramp Opening, Concrete	12	FT	$110.00	$1,320.00	$100.00	$1,200.00
11	Curb Ramp, 6 inch	65	SF	$23.00	$1,495.00	$25.00	$1,625.00
12	Sidewalk, Concrete, 4 inch	270	SF	$17.00	$4,590.00	$17.00	$4,590.00
13	Detectable Warning Surface, Modified	9	FT	$360.00	$3,240.00	$350.00	$3,150.00
14	Structure Cover, Adjust, Case 1	27	EA	$550.00	$14,850.00	$525.00	$14,175.00
15	Traffic Maintenance & Control	1	LS	$10,000.00	$10,000.00	$17,000.00	$17,000.00
16	Turf Establishment, THM Seed Mix	1	LS	$2,000.00	$2,000.00	$1,500.00	$1,500.00
17	Inspector Crew Days	$ 650.00	DAY	20	$13,000.00	20	$13,000.00
TOTAL AMOUNT OF BID FOR 2027 PROGRAM					**$471,828.75**		**$507,401.50 ***
TOTAL AMOUNT OF BID 2026 & 2027 PROGRAMS					**$869,137.75**		**$925,773.00 ***

Additional Bidders: TOTAL

ENGINEER:
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48302

* Corrected by Engineer

2026 and 2027 CAPE SEAL PROGRAM

CONTRACT #5-26 (P) and #5-27 (P)

BIRMINGHAM

A WALKABLE CITY

CITY OF BIRMINGHAM

ENGINEERING DEPARTMENT

Contractor's Name: Highway Maintenance & Construction

2026 and 2027 CAPE SEAL PROGRAM
CONTRACT #5-26 (P) and #5-27 (P)
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735	Overlay Structure Adjustment	2 Pages
761	Surface Course Pulverizing	2 Pages
762	Cape Seal Surface	8 Pages
770	Turf Establishment	13 Pages
900	Supplemental Specifications	4 Pages

Appendices:

Figure 1: MAP OF 2026 WORK / PERMITTED CONSTRUCTION TRAFFIC ROUTES (1 Page)
Figure 2: MAP OF 2027 WORK/ PERMITTED CONSTRUCTION TRAFFIC ROUTES (1 Page)
Concrete Repair Plan (6 Pages)
Curb and Gutter Cross-Section Detail (2 Pages)
MDOT Detail R-28-K (7 Pages)

ADVERTISEMENT

2026 and 2027 CAPE SEAL PROGRAM

CONTRACT #5-26 (P) and #5-27 (P)

BIRMINGHAM, MICHIGAN

Sealed proposals endorsed "2026 and 2027 CAPE SEAL PROGRAM #5-26 (P) and #5-27 (P)", Birmingham, Michigan" will be received from Contractors by the City of Birmingham, at the Office of the City Clerk, located at 151 Martin St., Birmingham, MI, until **2:00 p.m., Thursday, January 29, 2026**. 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 will include various capital preventative maintenance measures installed over existing unimproved roadways to extend the pavement service life. Approximate quantities are as follows: 2026 work - 14,685 square yards of cape seal surfacing, localized subgrade improvement, with curb & gutter, ADA ramp and sidewalk improvements; 2027 work – 17,417 square yards of cape seal surfacing, localized subgrade improvements, with curb & gutter, ADA ramp and sidewalk improvements.

Bidders shall review and comply with all contract documents, and supplemental information, as defined in the Information For Bidders. Bidding documents for the project may be obtained through the Michigan Inter-Governmental Trade Network (MITN), which may be accessed online at https://www.bidnetdirect.com/mitn. Vendors wishing to obtain copies of the bidding documents will need to register through the MITN website. Electronic versions of bidding documents will be posted to MITN starting **Thursday, January 8, 2026**.

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

.PROPOSAL

2026 and 2027 CAPE SEAL PROGRAM

CONTRACT #5-26 (P) and #5-27 (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, hereby proposes to perform everything noted herein and to provide and furnish all labor, materials, except as otherwise specified, necessary to construct and complete in a workmanlike manner all of the work required to be performed for the **2026 and 2027 Cape Seal Program, Contract #5-26 (P)** and **#5-27 (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 prices as here stated and further defined in the specifications.

Bidder has examined copies of all Contract Documents and of following addenda:

Date	Addendum Number
_____	_____
_____	_____
_____	_____

WORK ITEMS – 2026 CAPE SEAL PROGRAM OAK, LAKESIDE, N. GLENHURST, NORTHLAWN					
No.	**ITEMS FOR BID**	**QTY**	**UNITS**	**UNIT PRICE**	**AMOUNT**
1.	Mobilization, Maximum $20,000	1	LS	-	$15,000
2.	Erosion Control, Inlet Protection, Fabric Drop	30	EA	$125.00	$3,750.00
3.	Capeseal Surface	14,685	SY	$10.25	$150,521.25
4.	Supplemental Aggregate, MDOT 23A Limestone, as Required	100	TON	$45.00	$4,500.00
5.	Crush and Shape	14,685	SY	$4.25	$62,411.25

WORK ITEMS – 2026 CAPE SEAL PROGRAM OAK, LAKESIDE, N. GLENHURST, NORTHLAWN					
No.	**ITEMS FOR BID**	**QTY**	**UNITS**	**UNIT PRICE**	**AMOUNT**
6.	Cement Stabilization, 45 LB/SY x 12 inch	3,726	SY	$15.25	$56,821.50
7.	Sidewalk, Remove	1,335	SF	$8.00	$10,680.00
8.	Curb and Gutter, Remove	5	FT	$35.00	$175.00
9.	Curb and Gutter, Concrete, Detail F4	5	FT	$85.00	$425.00
10.	Curb Ramp Opening, Concrete	47	FT	$110.00	$5,170.00
11.	Curb Ramp, 6 inch	768	SF	$25.00	$19,200.00
12.	Sidewalk, Concrete, 4 inch	585	SF	$16.00	$9,630.00
13.	Detectable Warning Surface, Modified	57	FT	$335.00	$19,095.00
14.	Structure Cover, Adj, Case 1	30	EA	$550.00	$16,500.00
15.	Traffic Maintenance & Control	1	LS	-	$10,000.00
16.	Turf Establishment, THM Seed Mix	1	LS	-	$2,000.00
17.	Inspector Crew Days-	18	DAY	$650.00	$11,700.00

2026 Cape Seal Program Total Bid: $ 397,309.00

WORK ITEMS – 2026 CAPE SEAL PROGRAM WORK DIRECTIVE No. 1 LAKESIDE PARKING (CITY COSTS)					
No.	**ITEMS FOR BID**	**QTY**	**UNITS**	**UNIT PRICE**	**AMOUNT**
3.	Capeseal Surface	1,090	SY	$10.25	$11,172.50
4.	Supplemental, MDOT 23A, as Required	10	TON	$45.00	$450.00
5.	Crush and Shape	1,090	SY	$4.25	$4,632.50
6.	Cement Stabilization, 45 LB/SY x 12 inch	273	SY	$15.25	$4,163.25

2026 Cape Seal Program Work Directive No. 1: $ 20,418.25

WORK ITEMS – 2027 CAPE SEAL PROGRAM N. GLENHURST, LYONHURST, FAIRVIEW, PLEASANT, STANLEY, BUCKINGHAM					
No.	**ITEMS FOR BID**	**QTY**	**UNITS**	**UNIT PRICE**	**AMOUNT**
1.	Mobilization, Maximum $20,000	1	LS	-	$15,000.00
2.	Erosion Control, Inlet Protection, Fabric Drop	45	EA	$125.00	$5,625.00
3.	Capeseal Surface	17,417	SY	$11.00	$191,587.00
4.	Supplemental Aggregate, MDOT 23A Limestone, as Required	105	TON	$47.50	$4,987.50
5.	Crush and Shape	17,417	SY	$4.75	$82,730.75
6.	Cement Stabilization, 45 LB/SY x 12 inch	6,862	SY	$17.25	$118,639.50

WORK ITEMS – 2027 CAPE SEAL PROGRAM N. GLENHURST, LYONHURST, FAIRVIEW, PLEASANT, STANLEY, BUCKINGHAM					
No.	**ITEMS FOR BID**	**QTY**	**UNITS**	**UNIT PRICE**	**AMOUNT**
7.	Sidewalk, Remove	300	SF	$7.50	$2,250.00
8.	Curb and Gutter, Remove	7	FT	$27.00	$189.00
9.	Curb and Gutter, Concrete, Detail F4	7	FT	$85.00	$595.00
10.	Curb Ramp Opening, Concrete	12	FT	$110.00	$1,320.00
11.	Curb Ramp, 6 inch	65	SF	$23.00	$1,495.00
12.	Sidewalk, Concrete, 4 inch	270	SF	$17.00	$4,590.00
13.	Detectable Warning Surface, Modified	9	FT	$360.00	$3,240.00
14.	Structure Cover, Adj, Case 1	27	EA	$550.00	$14,850.00
15.	Traffic Maintenance & Control	1	LS	-	$10,000.00
16.	Turf Establishment, THM Seed Mix	1	LS	-	$2,000.00
17.	Inspector Crew Days	20	DAY	$650.00	$13,000.00

2027 Cape Seal Program Total Bid: $ 471,828.75

2026 and 2027 Cape Seal Program TOTAL BID: $ 889,556.00

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 Highway Maintenance & Construction

Street Address P.O. Box 74411

City Romulus County Wayne

State/Zip Code Michigan, 48174

Email Address jeffdemek@comcast.net

Telephone 734-941-8885 Fax 734-941-8962

Date 1/28/26

Signed by

Print Name: Jeffrey S Demek

Title: President

If a corporation, give state in which incorporated: Michi gan

Witnessed:

Print Name: Lee A Mulligan

Name of Superintendent Robert Hester

Supervision & time sequence according to the General Requirements

Give below at least three (3) 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 (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 Pavement Recycling Address 36 TURRILL, LAPEER, MI 48446

Firm _____ Telephone 810-245-5700

Type of Work to be Performed: Crush and Shape, Cement Stabilization

Name Luige Ferdinandi & Son Address 16481 Common, Rosedale, MI

Firm _____ Telephone 586-774-1000

Type of Work to be Performed: Sidewalk and curb

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

WORK DIRECTIVE

From: CITY OF BIRMINGHAM
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Time:_____ Date: 2/23/26

Work Directive No. 1

To: Contractor: Highway Maintenance & Construction Company

Name and # of Contract: 2026 and 2027 Cape Seal Program #5-26 (P) and #5-27 (P)

The following changed condition(s) is recognized by the City of Birmingham for the above referenced Contract. In order to ensure continuation of the progress of the contract this work directive is issued for the following work described below:

Capeseal of the parking area on the west side of Lakeside, approximately 1,090syd

The basis for payment will be: _____ Written Quotation from the contractor.

__X__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:

Jeff Demek 2/26/26 _____ _____

Contractor Supt. Date City Inspector Date City Engineer Date

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Highway Maintenance and Construction Company
12101 Wahrman St
Romulus, MI 48174-0411

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.

OWNER:
(Name, legal status and address)
City of Birmingham
151 Martin Street
Birmingham, MI 48009

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

PROJECT:
(Name, location or address, and Project number, if any)
2026 and 2027 Cape Seal Program, Contract #5-26 (P) and #5-27 (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 **29th** day of **January, 2026**

(Witness)	**Highway Maintenance and Construction Company** *(Principal)* *(Seal)*
	(Title)
(Witness)	**Atlantic Specialty Insurance Company** *(Surety)* *(Seal)*
	(Title) **Susan L Small, Attorney-in-Fact**

Init.

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[intact] INSURANCE

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: **Ian J. Donald, John L. Budde, Patrick E. Williams, Steven K. Brandon, Susan L. Small, T. J. Griffin, 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 first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she 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 D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
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 29th day of January, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

2026 and 2027 CAPE SEAL PROGRAM - #5-26 (P) and #5-27 (P)

CONTRACT

THIS AGREEMENT made the _____ day of_____, 2026, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "City", and Highway Maintenance & Construction of the City of Romulus, County of Wayne, State of Michigan, hereinafter called the "Contractor", relative to Contract No. 5-26 (P) and #5-27 (P), otherwise known as: 2026 and 2027 CAPE SEAL PROGRAM in the amount of $ Eight Hundred Eighty-Nine Thousand Five Hundred Fifty-Six Dollars 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
Witnessed Rebecca L Smith

By: _____
Mayor
Jeffrey S Demek

By: _____
Highway Maintenance & Construction
Contractor

APPROVAL (1.135 City Code)

_____
City Manager as to Substance

_____
City Attorney as to Form

_____
Director of Finance as to Financial Obligation

_____
City Engineer

SECTION 115
IRAN SANCTIONS ACT CERTIFICATION FORM

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

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

JEFFREY DEMELK — PREPARED BY (Print Name)

1/25/26 — DATE

PRESIDENT — TITLE

1/25/26 — DATE

AUTHORIZED SIGNATURE

JEFFDEMELK@COMCAST.NET — E-MAIL ADDRESS

HIGHWAY MAINTENANCE & CONSTRUCTION — COMPANY

P.O BOX 74411, ROMULUS, MI — ADDRESS

734-941-8885 — PHONE

NAME OF PARENT COMPANY

ADDRESS

PHONE

TAXPAYER I.D.#

2026 and 2027 CAPE SEAL PROGRAM - CONTRACT #5-26 (P) and #5-27 (P)

PERFORMANCE BOND

Bond No 800179547

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned ___ Highway Maintenance & Construction Company 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 Eight Hundred Sixty-Nine Thousand One Hundred Thirty Seven Dollars and Seventy-Five Cents ($ 869,137.75), 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 12th day of February, 20 26.

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 2026 and 2027 Cape Seal 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:

Rebecca L Smith

Rebecca L Smith, Office Manager

Highway Maintenance & Construction Company

Jeffrey S Demek, President

Principal

Atlantic Specialty Insurance Company

Susan L Small, Attorney-in-Fact

2026 and 2027 CAPE SEAL PROGRAM - CONTRACT #5-26 (P) and #5-27 (P)

PAYMENT BOND

Bond No 800179547

KNOW ALL MEN BY THESE PRESENTS, that we Highway Maintenance & Construction Company of the P.O. Box 74411, Romulus, MI 48174 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 Eight Hundred Sixty-Nine Thousand One Hundred Thirty Seven Dollars and Seventy-Five Cents ($869,137.75), 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 12th day of February, A.D., 2026.

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 _____ 2026 and 2027 Cape Seal Program _____

and,

WHEREAS, this Bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan for 1963, as amended by Act. No. 351 of the Public Acts of Michigan for 1972, also known as MCL §129.201 et seq.

NOW, THEREFORE, the condition of the above obligation is such that if all persons or claimants as defined in Public Act 213 of 1963 supplying labor or materials to the principal contractor or his subcontractors in the prosecution of the work provided for in the contract are paid, the obligation of this Bond shall be void; otherwise, it shall be in full force and effect.

WITNESSED:

Rebecca L Smith

Rebecca L Smith, Office Manager

Highway Maintenance & Construction Company

Jeffrey S Demek, President

Principal

Atlantic Specialty Insurance Company

Susan L Small, Attorney-in-Fact

Surety

intact INSURANCE

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: **Ian J. Donald, John L. Budde, Patrick E. Williams, Steven K. Brandon, Susan L. Small, T. J. Griffin, 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 first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she 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 D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
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 12th day of February, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

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 2026 and 2027 CAPE SEAL PROGRAM and # #5-26 (P) and #5-27 (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. 5-26 (P) and 5-27 (P), Contract Name 2026 and 2027 Cape Seal 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:

Name of Subcontractor Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages	Amount of Laborer, Fringe Benefits and Withholdings Due but Unpaid
TOTALS						

The contractor has not procured material from, or subcontracted with, any person other than those set forth above, and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor) or as _____ of the (contractor)(subcontractor) for the purpose of representing to the CITY OF BIRMINGHAM that the Payment Bond for labor and materials is free from claims for the possibility of claims except as specifically set forth above.

Deponent further says that he or she is a duly authorized representative of the (contractor)(subcontractor) and has been authorized to give this release of all claims against the City arising under or by virtue of contract _____ dated _____.

_____

Deponent

Subscribed and sworn to before me

this _____ day of _____ 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: 2026 and 2027 Cape Seal Program #5-26 (P) and #5-27 (P)_____

The following changed condition(s) is recognized by the City of Birmingham for the above referenced Contract. In order to ensure continuation of the progress of the contract this work directive is issued for the following work described below:

_____

_____

_____

_____

_____

The basis for payment will be: _____ Written Quotation from the contractor.

_____Unit Bid Prices _____ Time and Material

_____Other (describe) _____

A written quotation shall include a detailed description of the tasks involved and the expected timetable to be completed along with a firm quotation for cost.

A time and material basis for work shall be supplemented with agreed quantities and prices between the contractor's field representative authorized to act on behalf of the contractor and the city inspector. It also shall be backed up by unit prices for time, material and equipment supplied to the City in a timely manner. Should this information not be readily available, it shall be provided the following day or a basis for payment shall be agreed to in writing within 24 hours of agreeing to a time and material work directive.

Any other basis shall be approved by all parties in writing before starting work. Should a utility cause the delay, names and approval shall be obtained if possible by their agent.

Approved:

Contractor Supt.	Date	City Inspector	Date	City Engineer	Date

SECTION 301
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.01 TIME OF COMPLETION

A. No cape seal construction work on any of the streets shall be performed between November 15, 2025 and April 1, 2026. The Contractor shall have all of the 2026 work on the project substantially completed by September 4, 2026 and all of the 2027 work on the project substantially completed by June 30, 2027. Substantial completion shall be defined as all pavement repairs and resurfacing completed.

B. Contractor may commence work associated with 2027 work after award by City Commission on their July 13, 2026 meeting. The Contractor may, at its discretion, perform work associated with the 2026 contract year prior to or concurrent with 2027 work, provided the work scheduled accordingly. The Contractor may elect to perform both contracts concurrently, so long as all 2026 work is substantially complete no later than September 4, 2026.

C. If there are issues with plantings or vegetation establishment the Contractor may address these final issues in spring of 2027. All vegetation establishment must be completed by June 30, 2027.

D. 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 fourteen (14) days after the last day of the calendar month in which the delay occurred. Failure to notify the City within this time limit shall constitute a waiver of claim for a time extension on account of unusual weather.

1.03 BUDGET CONSIDERATION

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 twenty-one (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: 248-530-1839
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 five (5) days prior to date for opening of Bids will not be answered. Only answers contained in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Any Addendum issued during pre-bid period shall be included in 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 (6) days a week, from 7:00 A.M. to 7:00 P.M., Monday through Saturday, excluding major holidays (including when City Hally is closed), such as Good Friday, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas 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 amount 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 CLASUE

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:

1. 2026 Cape Seal Work: Road Rehabilitation including cape seal resurfacing, as-directed base repairs, curb replacement, ADA ramp replacement and sidewalk replacement for Oak Ave., N. Glenhurst Dr., Lakeside Dr., and Northlawn Blvd.
2. 2027 Cape Seal Work: Road Rehabilitation including cape seal resurfacing, as-directed based repairs, curb replacement, ADA ramp replacement and sidewalk replacements for N. Glenhurst Dr., Lyonhurst St., Pleasant Ave., Fairview Ave., Stanley Blvd., and Buckingham Ave.

B. The following table summarize the cross-sections and basic elements of the work that are proposed for this Contract. A breakdown of the quantities by pay item follows the Scope of Work table below.

SCOPE OF WORK TABLE ROADS

2026 Work Item	Oak	Lakeside	N. Glenhurst	Northlawn
ADA Ramps	Note 2	Note 1, 2	Note 1	Note 1, 2
Curb Repairs	Note 2	Note 1, 2	Note 1	Note 1, 2
Sidewalk Repairs	Note 2	Note 1, 2	Note 1	Note 1, 2

2027 Work Item	N. Glenhurst	Lyonhurst	Pleasant	Fairview	Stanley	Buckingham
ADA Ramps	Note 1, 2	Note 2	Note 2	Note 2	Note 2	Note 2
Curb Repairs	Note 1, 2	Note 2	Note 2	Note 2	Note 2	Note 2
Sidewalk Repairs	Note 1, 2	Note 2	Note 2	Note 2	Note 2	Note 2

Notes:

(1) Work within the 2026 program includes: curb and gutter replacement, new ADA ramps and/or sidewalk at the intersections of Lakeside Dr & Oak Ave., Lakeside Dr. & Harmon Ave., and N. Glenhurst Dr. & Pine St. Work within the 2027 program includes: curb and gutter replacement, new ADA ramps and/or sidewalk at the intersection of N. Glenhurst Dr & Redding Rd. No plans have been provided beyond the MDOT Standard Plan R-28-K, as these areas tend to be rather flat. 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.)

(2) Utility structures are present within the existing roadways included with this project. As-needed adjustments will be performed.

(3) Cape seal work shall be performed on only one street at any given time.

(4) While the project is being constructed, construction traffic is not permitted to traverse other streets in the neighborhood other than the one being worked on. No construction traffic shall be directed toward unimproved roads in the City. The included Figure 1 and Figure 2 depicts the streets that may be utilized for construction traffic or delivery traffic while the project is underway. Construction and delivery traffic is only allowed on Oak Ave, Pine St, Randall St, Raynale St, Baldwin Rd, Pleasant Ave, Northlawn Dr, Chesterfield Ave, Stanley Blvd, St. Andrews St, and Edenborough Rd.

END OF SECTION

CITY OF BIRMINGHAM
2026 CAPESEAL PROGRAM - CONTRACT #5-26(P)
BREAKDOWN OF QUANTITIES BY STREET

No.	DESCRIPTION	UNITS	OAK	LAKESIDE	N. GLENHURST	NORTHLAWN	TOTAL
			Greenlawn to Old Woodward	Oak to Randall	Oak to Pine	Latham to Southfield	
1	Mobilization, Maximum $20,000	LS					1
2	Erosion Control, Inlet Protection, Fabric Drop	EA	0	9	9	12	30
3	Capeseal Surface	SY	1,687	4,929	2,065	6,004	14,685
4	Supplemental Aggregate, MDOT 23A Limestone, as Required	TON	25	25	25	25	100
5	Crush and Shape	SY	1,687	4,929	2,065	6,004	14,685
6	Cement Stabilization, 45 LB/SY x 12 inch	SYD	1,687	1,232	207	600	3,726
7	Sidewalk, Remove	SF	0	755	600	0	1,355
8	Curb and Gutter, Remove	FT	0	0	0	5	5
9	Curb and Gutter, Concrete, Detail F4	FT	0	0	0	5	5
10	Curb Ramp Opening, Concrete	FT	0	27	20	0	47
11	Curb Ramp, 6 inch	SF	0	450	318	0	768
12	Sidewalk, Concrete, 4 inch	SF	0	305	280	0	585
13	Detectable Warning Surface, Modified	FT	0	35	22	0	57
14	Structure Cover, Adjust, Case 1	EA	3	21	3	3	30
15	Traffic Maintenance & Control	LS					1
16	Turf Establishment, THM Seed Mix	LS					1
17	Inspector Crew Days	DAY					

CITY OF BIRMINGHAM
2027 CAPESEAL PROGRAM - CONTRACT #5-27(P)
BREAKDOWN OF QUANTITIES BY STREET

No.	DESCRIPTION	UNITS	N. GLENHURST	LYONHURST	FAIRVIEW	PLEASANT	STANLEY	STANLEY	BUCKINGHAM	TOTAL
			Redding to Raynale	Redding to Raynale	Dead End to Chesterfield	Maple to Lincoln	Brown to Hanna	Wallace to Lincoln	Edenbourgh to St. Andrews	
1	Mobilization, Maximum $20,000	LS								1
2	Erosion Control, Inlet Protection, Fabric Drop	EA	5	5	3	17	5	3	7	45
3	Capeseal Surface	SY	2,393	1,927	1,228	6,593	1,703	863	2,711	17,417
4	Supplemental Aggregate, MDOT 23A Limestone, as Required	TON	15	15	15	15	15	15	15	105
5	Crush and Shape	SY	2,393	1,927	1,228	6,593	1,703	863	2,711	17,418
6	Cement Stabilization, 45 LB/SY x 12 inch	SY	239	482	1,228	3,956	341	345	271	6,862
7	Sidewalk, Remove	SF	300	0	0	0	0	0	0	300
8	Curb and Gutter, Remove	FT	0	0	0	0	0	0	7	7
9	Curb and Gutter, Concrete, Detail F4	FT	0	0	0	0	0	0	7	7
10	Curb Ramp Opening, Concrete	FT	12	0	0	0	0	0	0	12
11	Curb Ramp, 6 inch	SF	65	0	0	0	0	0	0	65
12	Sidewalk, Concrete, 4 inch	SF	270	0	0	0	0	0	0	270
13	Detectable Warning Surface, Modified	FT	9	0	0	0	0	0	0	9
14	Structure Cover, Adjust, Case 1	EA	3	2	3	5	3	0	11	27
15	Traffic Maintenance & Control	LS								1
16	Turf Establishment, THM Seed Mix	LS								1
17	Inspector Crew Days	DAY								

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:** The Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

7. **Owners Contractors Protective Liability:** The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

B. Proof of Insurance Coverage: The Contractor shall provide the City of Birmingham at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below:

1. Two (2) copies of Certificate of Insurance for Workers' Compensation;

2. Two (2) copies of Certificate of Insurance for Commercial General Liability;

3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4. Original policy, or original binder pending issuance of policy, for Owners Contractors Protective Liability Insurance;

5. If so requested, Certified Copies of all policies mentioned above will be furnished.

C. Coverage Expiration: If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least ten (10) days prior to the expiration date.

D. Maintaining Insurance: The Contractor also agrees to provide all insurance coverage as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City of Birmingham may, at its option, purchase such coverage from the contract

amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

1.11 EXAMINATION OF SITE

A. It is expected that each bidder will make a personal examination of the entire site of the proposed work, and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling and storing of construction equipment and materials, and concerning other conditions which may affect his work.

1.12 LEGAL CONDITIONS

A. Bidders are notified that they should acquaint themselves with the various provisions in the laws of the State of Michigan, and in the ordinances and regulations of the City of Birmingham and Oakland County, with respect to the carrying on of public improvements.

1.13 BIDDER'S ABILITY

A. It is the intention of the City to award the contract for this job to a contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner, and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal calls for at least three (3) references concerning his ability to do this particular class of work, and a reference list of the last five (5) projects, including those not completed or currently being performed. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If the contract is awarded to a foreign company, a certificate of authority to do business in this state must accompany executed contract.

1.14 PAYMENTS

A. Partial payments will be made monthly to the Contractor during the satisfactory progress of the working accordance with the Payments section of the General Requirements.

1.15 RIGHT TO ACCEPT, REJECT AND TO WAIVE DEFECTS

A. The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal, if it appears advantageous to the City to do so.

B. In particular, any alterations, erasure or interlineation in the Specifications which are made a part, specifically, of these instruments, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal form and referred to therein.

C. Proposals which are clearly unbalanced, will also be considered as irregular, and will be subject to instant rejection by the City.

END OF SECTION

SECTION 400
GENERAL REQUIREMENTS

1.01 DEFINITION OF TERMS

A. The intent and meaning of words and expressions, or pronouns used in their stead, occurring in these specifications or in other contract documents, shall be interpreted as described under Section 101.03 Definitions of Terms of the Current Standard Specifications for Construction adopted by the Michigan Department of and Transportation, with the following additions or exceptions:

1. City - The corporation of the City of Birmingham, Michigan
2. Commission - The Commission of the City of Birmingham, Michigan, and any other board, body, official or officials to which or to whom the powers belonging to the said Commission shall, by virtue of any act or acts, hereafter passed or be held to appertain.
3. Engineer - The person holding the position or acting in the capacity of City Engineer of the City of Birmingham, Michigan, acting either directly or through his properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
4. Directed, required, permitted, etc. - Whenever in the specifications the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that the direction, requirements or permission of the Engineer is intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, or acceptable, or satisfactory to the Engineer.

1.02 INTENT OF THE PLANS, SPECIFICATIONS AND CONTRACT

A. The intent of the plans, specifications and contract is to provide for the completion of the work in substantial compliance with the details as shown thereon, and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, and shall perform all operations required to complete the work in accordance with the specifications, and the lines, grades and cross sections provided for on the plans, or by authorization.

1.03 EXTRA WORK

A. No extra work shall be started, or extra material furnished, until such extra work or furnishing of extra material is authorized in writing by the Engineer.

B. The price for such extra work or material must be approved by the Engineer. Said price may be a unit price, a lump sum price, or if the Engineer so elects, the work shall be done on a force account basis, which will be paid for in the following manner:

1. For all labor, teams and foremen in direct charge of the specific work, the Contractor shall receive the actual rate of wage paid for each and every hour that said labor, teams and foremen are actually engaged in such work, plus 20% of the sum thereof.
2. For materials and supplies, the Contractor will receive the actual cost of such materials delivered on the work, including freight charges, as shown by original receipted bills, plus 15% of the sum thereof.
3. For any machinery and equipment owned or rented by the Contractor, which it may be deemed necessary or desirable to use on extra work, the Contractor will be paid at the actual charge-out rate, if reasonable, for his own equipment, or at the actual rental price paid, if reasonable,

for rented equipment for each and every hour that such equipment is used on the work, to which sum 15% will be added.

4. Bond premium, workmen's compensation insurance, personal injury public liability and property damage public liability insurance, unemployment compensation, and Federal Social Security will be paid for at actual cost, to which sum 15% will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.

5. The compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, and the use of small tools and equipment for which no rental is allowed.

1.04 ALTERATION IN CHARACTER OF WORK

A. Should the Contractor encounter, or the Engineer encounter, during the progress of the work, sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, the Engineer's attention shall be called immediately to such conditions before they are disturbed. The Engineer shall thereupon investigate the conditions, and if he finds that they materially differ from those shown on the plans and indicated in the specifications, he shall at once make such changes in the plans and/or specifications, as he may find necessary.

1.05 COORDINATION OF SPECIFICATIONS AND PLANS

A. In case of discrepancy, written figures shall govern over numerals, figured dimensions shall govern over scaled dimensions, plans shall govern over standards specifications, supplemental specifications shall govern over standard specifications and plans, and special provisions shall govern over supplemental specifications.

B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

1.06 AUTHORITY OF ENGINEER

A. The Engineer shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the contract by the Contractor.

1.07 INSPECTION

A. Inspectors may be appointed and directed to inspect all materials used, and all work done. The inspection may extend to all parts of the work, and to the preparation or manufacture of the materials for use in the work. The Inspectors will not be authorized to revoke, alter, enlarge or relax any of the provisions of these specifications, nor to change the plans in particular. The Inspector on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. He will also call to the attention of the Contractor any failure to follow the plans and specifications that he may observe. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished, or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and be decided by the Engineer. In no instance

shall any action or omission on the part of the Inspector relieve the Contractor of the responsibility of completing the work in accordance with the plans and specifications.

B. The Engineer and his duly authorized Inspector, shall at all times have the right to enter the premises upon which the work under this contract is being done, and to inspect said work and to ascertain whether or not the construction is carried out in accordance with the terms of the contract or specifications; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection.

1.08 SUPERVISION

A. The Contractor shall give his personal supervision to the faithful prosecution of the work. In case of his absence, he shall have a competent superintendent or foreman on the work site whom 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 therefore.

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 notifies the Contractor in writing that, in their 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 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 or 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.

C. Request for Final Payment shall be made by an officer of the company submitting 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) crewday for each two hour or part thereof

B. The above hours are only for the usual working days of Monday through Saturday.

C. 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 six hundred fifty ($650) 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) hours notice, exclusive of Sundays or holidays, when the project requires an increase or decrease in the number of Inspectors. Failure to observe this requirement will either necessitate the charging of one-half (1/2) crew day if the Inspector appears on the project, or the halting of all additional work until an Inspector is available. Unless the Inspector is notified in advance, crew days will be charged when an Inspector appears on a project and the Contractor decides not to work.

J. A separate crew day shall be charged for each and every Inspector or Engineer employed on a project for inspection purposes.

K. The number of Inspectors or Engineers required for the complete inspection of any project shall be as determined by the City Engineer.

L. One (1) Inspector or Engineer shall be assigned to each construction crew or each operation listed below:

1. General
    a. Material Testing (not the operations done by a testing laboratory).
    b. Checking barricades and lighting.
    c. Checking maintenance of traffic.
    d. Emergency conditions, as determined by the Engineer.
    e. Measuring quantities when said measurements are taken during one of the operations included within this list.
2. Clean-Up and Complaints
    a. Replacement of driveways, sidewalks, pavement, etc.
    b. Checking restoration and answering complaints.
3. Water Mains and Appurtenances
    a. Excavation.
    b. Laying of Mains.
    c. Installing Valves and Hydrants.

d. Tunneling, Jacking or Boring of Water Mains.

e. Backfilling of Trenches.

f. Restoration of Existing Conditions.

g. Cleanup.

h. Pressure Testing.

i. Cleansing and Disinfecting.

j. Checking final installation for conformance to specifications prior to releasing for connections to be made.

k. The same Inspector may inspect the installation of hydrants, thrust blocks, gate wells, etc., in the proximity of the pipe laying operations, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.

4. Concrete Pavement

a. Excavation and Preparation of the Site.

b. Mucking and Filling Ditches.

c. Pavement Removal.

d. Subgrade Preparation and Fine Grading.

e. Adjusting and Reconstructing Existing Structures.

f. Sub-Base Construction.

g. Checking Form Alignment and Grade.

h. Placing of Concrete.

i. Constructing Compression Cylinders.

j. Finishing of Concrete.

k. Placing of Cold Weather Protection.

l. Sawing and Sealing.

m. Finish Grading.

n. Coring Finished Pavement (One (1) crew day will be charged for each twelve (12) cores taken).

o. Adjusting Existing Driveways and Sidewalks.

p. Seeding and Mulching.

q. Restoration.

r. Site Clean-Up.

s. Checking final pavement prior to final acceptance for conformance to specifications.

5. Sanitary, Combined, and Storm Sewers, and Appurtenances

a. Excavation and Preparation of the Site.

b. Checking Sewer Pipe.

c. Installing Pipe Bed.
d. Laying Pipe.
e. Installing House Leads.
f. Tunneling, Jacking or Boring of Sewer.
   i. Mining Operation:
   ii. Placement of Concrete:
      -One (1) Inspector in Tunnel.
      -One (1) Inspector Top Side.
g. Constructing Manholes, Catch Basins, Inlets.
h. Backfilling.
i. Restoration.
j. Infiltration or Ex-Filtration Tests.
k. Site Clean-Up.
l. Final checking of sewers prior to releasing for connections to be made or placing in service.
m. The same Inspector may inspect the installation of manholes, catch basins, inlets, etc., in the proximity of the pipe laying operation, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.

6. Reinforced Concrete Structures
   a. Excavation for Structure.
   b. Sheeting.
   c. Checking Forms and Resteel.
   d. Placing of Concrete.
   e. Backfilling Around Structures.
   f. Checking Installation of Equipment.
7. Asphalt Paving and Pavement Resurfacing
   a. Excavation.
   b. Preparation of Subgrade.
   c. Construction of Base.
   d. Preparation of Existing Pavement.
   e. Priming Base Course.
   f. Construction of Bituminous Concrete Pavement or Surface.
   g. Checking of Material.
   h. Checking of Asphalt Plants.

i. Checking of Final Pavement for Conformance to Specifications.

j. Restoration.

k. Site Clean-Up.

M. Inspection rates for crew days will be charged as follows:

1. Half Day = $325.00
2. Full Day = $650.00

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. Provide materials in accordance with subsection 602.02 of the Standard Specifications for Construction and the contract. Concrete Grade 3500HP requires optimized aggregate gradation and 25 to 40 percent replacement of the Portland cement in the concrete mixture with a supplementary cementitious material (slag cement, fly ash). Do not use other concrete Grades or Types In lieu of Grade 3500HP. Prepare the optimized aggregate gradation and perform process control according to the procedure for Optimized Aggregate Gradation included in the contract.

B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR) and for air entraining requirements.

C. Concrete provided on this project shall be Ready Mixed Concrete; central mixed or transit mixed concrete is permitted. The source of ready mixed concrete shall be approved by the Engineer.

D. Admixtures - Admixtures shall be used only when specified or authorized by the Engineer.

E. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed in the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.

F. Water shall not be added to the concrete at any time without specific permission by the Engineer.

2.02 AGGREGATE BASE COURSE

A. Unless otherwise specified on the drawings, or in the specifications, the aggregate base course to support the PCC pavement shall be MDOT 21AA crushed limestone compacted to 95% of the maximum modified proctor density.

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 (MUTCD).

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. On large patches, 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. On smaller patches that will not allow the use of a roller, compaction shall be accomplished by a hydraulic hoe-pack 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 6" layers. Such surface shall be compacted to 95% density

and shall meet lines and grades established on the drawings or meeting existing pavements. Aggregate shall be 8 inches thick 21AA limestone.

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) on 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. When applicable, 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.

G. If more than 90 minutes have elapsed since batch time, as documented on the load ticket from the concrete plant, the concrete load shall be rejected by the Engineer.

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 or magnesium 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 3500 psi. Any equipment wheels (including finishing machine) shall operate at least one (1) foot from the edge of the pavement.

3.13 JOINTS

A. Pre-molded bituminous expansion joints, construction joints, pre-molded bituminous contraction joints and sawed longitudinal contraction joints shall be placed in all pavements. All of the above mentioned joints shall be included in the price bid per square yard of pavement. Care must be exercised in joint construction, to insure vertical planes and complete separation at the joint.

B. Expansion Joints - Expansion joints shall be one (1) inch thick and of the pre-molded non-extruding bituminous fiber filler type. Joints shall be perpendicular to the subgrade and extend entirely through the concrete to between one-quarter (1/4) inch and one-half (1/2) inch below the top of the pavement. Expansion joint material shall bear uniformly on subgrade. After the concrete has set, and before the pavement has been opened to traffic, the joint shall be thoroughly cleaned and filled to the surface of the pavement with a hot poured rubber-asphalt type joint sealer.

C. Contraction Joints - Transverse contraction joints shall be made of pre-molded bituminous material one-quarter (1/4) inch thick. Contraction joints shall be edged at the curb. Contraction joints shall be properly aligned and shall butt against adjacent sections, with no space between ends.

D. All the longitudinal contraction joints shall be cut with a self-propelled concrete saw to a width and depth as shown on the plans, prior to any traffic being permitted on the new pavement. Sawed joints shall be cleaned by washing and blowing out with air immediately after sawing, and permitted to dry out at least twenty-four (24) hours prior to sealing. Joints shall be sealed with a hot poured rubber asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.

E. If the Contractor elects to construct a full width pavement with a center longitudinal contraction joint, said joint shall be cut in more than twelve (12) hours, and no more than thirty (30) hours after the pouring and finishing of that part of the pavement.

F. Construction Joints - Longitudinal construction joints shall be placed as shown on plans. Construction joints shall also be placed at the ends of all pours, and at places where paving operations are stopped for a period of more than one-half (1/2) hour, except where such pours end at expansion joints. The second pour of concrete shall be edged with a longer lipped edging tool than the first concrete pour. Joints shall be sealed with a hot poured rubber-asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.

3.14 REMOVAL OF FORMS

A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed and in such a manner that no damage will be done to the edge of the pavement.

B. After the forms have been removed, the ends of all joints shall be cleaned and all honeycombed areas pointed.

C. The sides of the pavement shall be covered with curing material, or with at least twelve (12) inches of wetted earth, wetted straw or other suitable curing agent, except where honeycombed areas are to be pointed. Such areas shall be covered with wetted burlap until the pointing has been completed, at which time they shall be cured as specified above.

3.15 WHITE MEMBRANOUS CURING

A. After finishing operations have been complete, and immediately after the free water has left the surface, the surface of the pour shall be completely coated and sealed with a uniform layer of white membranous curing compound.

B. The compound shall be applied in continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than two (2) gallons per twenty five (25) square yards of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.

C. If rain falls on the newly coated pavement before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

3.16 CLEAN-UP AND GRADING

A. The Contractor shall perform final grading the area between the edge of the new pavement and the sidewalk, or the property line if there is no sidewalk. This area shall be graded to drain to the curb.

B. Wherever lawn areas are unnecessarily damaged by the Contractor, he will be required to repair any such areas at his own expense.

3.17 GRADING AT INTERSECTIONS

A. The Contractor shall grade from the completed paving at a grade not exceeding one (1) inch in twenty (20) inches at all places where the paving adjoins the roadways. At existing roadways, the re-graded area shall be finished with the same type of material as removed. At places where paving adjoins gravel or gravel treated roadways, the regarded area shall be finished with a road gravel at a minimum thickness of six (6) inches compacted. However, the Contractor will not be required to replace any oil treatment or seal coat.

B. There will be no additional payment for this work, and the cost of such should be included in the price bid for the concrete pavement.

3.18 CURB, CURB AND GUTTER

A. Joints in integral curb shall line up with, and be the same type as, those in the concrete pavement.

B. Joints in separate straight curb and in curb and gutter shall line up with, and be the same type as, those in adjacent concrete pavement, but spacing shall in no case exceed ten (10) feet. The Contractor shall use face forms on all straight curbs.

C. The face and top of the curb shall be finished smooth and true to line, grade and cross section. No more troweling than necessary shall be done. Prior to the initial set of the concrete, the curb face shall be lightly brushed to give a slightly roughened surface. The curb shall be dropped to within (1) inch of the gutter at integral curb shall proceed simultaneously and follow immediately the placing of pavement concrete.

D. Form excavations on the street side of curb and gutter sections shall be backfilled with road gravel and thoroughly compacted.

3.19 DRIVES

A. The Contractor shall remove and replace, or construct gravel, asphalt or concrete drives adjacent to new construction where designated by the Engineer.

B. Drives shall be constructed on a uniform slope from the gutter to the sidewalk, property line or place designated by the Engineer.

C. Gravel Drives - The existing material shall be excavated and road gravel placed at a minimum thickness of six (6) inches compacted.

D. Asphalt Drives - The existing material shall be excavated, and a minimum thickness of two (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

A. 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.

B. 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

A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.05 SUBMITTALS

A. Contractor shall submit proposed mix design for all Portland cement concrete mixtures 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

2.03 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	ASTM C-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 loads, the AAC measured prior to placement shall be at least 8.0% and no more than12.0%. 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 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 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 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 60 seconds and a maximum of 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 through out 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 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 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 variation within the batch. Should the slump variation between two (2) samples taken, one (1) after approximately 20% discharge and one (1) after approximately 90% discharge of the batch, show a variation greater than 3/4 inch (20 mm) or 25% of the average of the two, whichever is greater, the Engineer may require the mixing to be increased, the batch size reduced, the charging procedure be modified or the unit removed from the work.

e. The practice of adding water on the site shall be discouraged. After the first round of trucks has been adjusted on the grade the amount of water added at the plant shall be adjusted and shall become the point of adjustment throughout the pour. All water additions on site shall be approved by the Engineer.

C. Curing

1. Apply liquid curing compound in a fine atomized spray to form a continuous, uniform film on the horizontal surface, vertical edges, curbs and back of curbs immediately after the surface moisture has disappeared, but no later than thirty (30) minutes after concrete placement. With approval of the Engineer, the timing of cure application may be adjusted due to varying weather conditions and concrete mix properties.
2. The cure system shall be on site and tested prior to concrete placement.
3. Apply a curing compound at a rate of application not less than two (2) gallons per twenty-five (25) square yard; keep the material thoroughly mixed per the manufactures recommendation and do not dilute the compound.
4. The finished product shall appear as a uniformly painted solid white surface. Areas exhibiting a blotchy or spotty appearance shall be recoated immediately.

END OF SECTION

SECTION 712
CONCRETE SIDEWALK CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the construction of concrete sidewalks and ramps, and associated work, including detectable warning plates for sidewalk ramps as required for compliance with the American with Disabilities Act.

B. Related Sections: The following sections contain requirements that relate to this Section:

1. Concrete Durability Requirements

1.02 REFERENCES

A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

B. All sidewalk and ramp shall meet ADA requirements for slope, surface finish, width, and all other requirements.

1.03 SUBMITTALS

A. Contractor shall submit proposed mix design for all concrete to be supplied for sidewalk construction.

B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 CONCRETE

A. The concrete mixture shall meet the requirements of MDOT Mixture 3500, with 3,500 PSI minimum compressive strength, and utilize 6AA coarse aggregate and Type 1A Portland Cement.

B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR).

C. Admixtures shall be used only when specified or authorized by the Engineer.

D. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed on the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.

E. Water shall not be added to the concrete at any time without specific permission by the Engineer.

2.02 TRUNCATED DOMES / DETECTABLE WARNING

A. Truncated Domes / Detectable Warning shall be manufactured of cast iron, and shall at a minimum have the following properties:

Slip Resistance (ASTM C-1028):	1.10 Dry / 1.06 Wet
Wear Resistance (ASTM C-501):	7333
Impact Resistance (ASTM D-1709):	>238 Newtons
Adhesion to Concrete (Bond Strength ASTM D-482)	>5000 lbs
Tensile Strength (ASTM A-48)	35,000 PSI

B. Truncated Domes / Detectable Warning shall be supplied with a natural finish. Black asphalt dip finish is acceptable as well, as long as all of the detectable warning plates at each intersection (all corners) that are constructed as a part of the work have the same finish.

C. Truncated Domes / Detectable Warning shall be supplied at each sidewalk ramp in accordance with ADAAG and/or MDOT requirements, whichever is more stringent.

D. Truncated Domes / Detectable Warning shall be at least 2 feet deep along the direction of travel. The detectable warning plate width shall generally be 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, saturated 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-molded 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, one-half (1-1/2") inch expansion joint 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 sprinkler systems.

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 Contractor shall be responsible to replace the asphalt to be paid for using the appropriate pay items for Handpatching.

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 concrete 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 ten (10) 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. Straw or equivalent mulch must be tackified to prevent displacement by wind. Hydro-seed blends (hand applied for small areas) is encouraged. Monofilament laced mulch blankets are not permitted.

E. 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 715
DENSE GRADED AGGREGATE

PART 1. GENERAL

1.01 SUMMARY

A. The aggregate base to be used under the proposed pavement shall be manufactured from crushed limestone as described in this special provision on a suitable subgrade as determined by the Engineer.

PART 2. PRODUCTS

2.01 MATERIALS

A. The crushed limestone aggregate used for as-directed subgrade improvement shall be graded to meet MDOT Specification 21AA per Section 302 of the 2020 Michigan Department of Transportation Standard Specifications for Construction.

B. The crushed limestone aggregate used for as-needed supplemental aggregate for cape seal surface shall be graded to meet MDOT Specification 23A per Section 302 of the 2020 Michigan Department of Transportation Standard Specifications for Construction.

C. The crushed aggregate base shall be compacted to a minimum of 95% under concrete pavement or 98% under HMA pavement of its Maximum Unit Weight, as determined by the One-Point Michigan Cone Test - described in the MDOT Density Testing and Inspection Manual, and to the cross-section indicated in the Proposal and on the Plans.

D. Crushed concrete will not be allowed.

PART 3. EXECUTION

3.01 CONSTRUCTION

A. Do not use Sodium Chloride to aid in placing and compacting of aggregate base.

3.02 MEASUREMENT AND PAYMENT.

A. The dense graded crushed aggregate for subgrade improvement or cape seal will be paid for AS "Crush and Shape" at the Contract unit price per square yard.

B. Construction shall be completed in accordance with Section 302 of the 2020 Michigan Department of Transportation Standard Specifications for Construction.

C. Payment for Dense Graded Aggregate shall include all labor, equipment, and materials required to complete the work described, to a final compacted total depth as specified on the plans or as directed by the Engineer

END OF SECTION

SECTION 730
DPW STRUCTURE ADJUSTMENT

PART 1. GENERAL

1.01 SUMMARY

This work shall be done in accordance with Section 403 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as herein provided:

1.02 SCOPE

This work shall consist of adjusting, reconstructing and/or installing new waterproof covers on sanitary sewer structures and Watergate manhole structures that are either under the jurisdiction of the City of Birmingham.

1.03 PURPOSE

The intent of this specification is to maintain the integrity of these structures and to keep infiltration to an absolute minimum in accordance with the requirements of the City of Birmingham.

PART 2. MATERIAL

Materials shall be as specified under subsection 403.02 of the MDOT standard specifications except that DPW Structure Covers, if called for, shall be as specified on the DPW Governing Agency's details in the plans with the DPW governing agency's name cast in the lid as shown. Materials used in the "adjustment" or "reconstruction" of manholes shall be the same as those used in the initial construction unless otherwise approved by the City of Birmingham.

PART 3. CONSTRUCTION

3.01 REQUIREMENTS FOR CHANGING THE ELEVATION OF MANHOLE COVERS

A. Adjusting Drainage Structure - "Adjustment"

Adjusting a manhole cover applies when the elevation is changed up or down 6 inches or less while within the limits as follows.

1. To increase the rim elevation of a manhole cover between the limits of 0" and 18", measured from the top of the cone or corbel section to the bottom of the cover frame, shall be done with concrete adjustment rings, or in the case of older brick-type manholes, with brickwork. In no case shall the adjusting rings or total brickwork (including existing brick) exceed 18".
2. To decrease the rim elevation of a manhole cover within the limits of existing adjusting rings or brickwork, remove the adjusting ring(s) or brick.

B. Additional Depth of Adjusting Structure - "Reconstruction"
Reconstruction of a manhole cover applies when the elevation is changed up or down more than 6 inches or any change that is outside of the limits of "adjustment" Additional Depth of Adjusting Structure - "Reconstruction" Reconstruction of a manhole cover applies when the elevation is changed up or down more than 6 inches or any change that is outside of the limits of "adjustment"

To decrease the rim elevation of a manhole cover beyond the limits of existing brick or adjusting rings, or increase the rim elevation of a manhole cover beyond the limits of an "adjustment", change the elevation of the cone or tapered section.

1. Pre-cast manholes are reconstructed by removing cone and/or straight section(s) and replacing with a section(s) of such length that the manhole cover will be at the correct elevation, or can be raised to the correct elevation by the addition of adjusting rings. In the case of older brick-type top sections, replace with brickwork. The maximum height of the chimney shall be 18 inches as measured between the top of the corbel section to the underside of the frame.
2. Brick manholes are reconstructed by removing all the brick courses that make up the cone or tapered section. By increasing or decreasing the height of the brickwork in the straight section of the manhole, the rebuilt brick cone section will position the manhole cover at the correct elevation, or it can be raised to a maximum height of 18" by adjusting brickwork placed on the cone.

Plaster all reconstructed exterior masonry surfaces with MDOT Type R2 cement mortar, 0.5 inch thick to assure complete water tightness. When reconstructing manhole maintain 16 inch step spacing.

3.02 CRITERIA FOR DETERMINING THE ELEVATION OF A MANHOLE COVER

A. Covers of manholes located in the pavement shall be placed at the proposed pavement grade.

B. Covers of manholes located in the gravel shoulder of a roadway shall be placed at an elevation of at least 6 inches below the top of the edge of the shoulder. Place shoulder material over structure cover.

C. Covers of manholes located in shoulders that are to be sodded or grassed, shall be placed at the finished earth grade of the grassed shoulder.

D. Covers of manholes located outside of the road and ditch area shall be at the existing earth grade and readily visible at all times. The City of Birmingham or the Engineer shall approve the final elevation in the field.

E. Covers in flood-prone areas shall be at an elevation 12" above the highest known level of standing water.

F. Final adjustment of DPW structures shall be made prior to placing the top course of pavement.

3.03 BACKFILL OF STRUCTURES

All structures within the roadway shall be backfilled with granular material Class II up to the subgrade elevation, or to an elevation determined by the Engineer.

3.04 INSPECTION AND WORKMANSHIP

A. The contractor must inform the City of Birmingham a minimum of 48 hours in advance of the proposed work. Representatives of the City of Birmingham, the Engineer and the contractor shall meet and collectively inspect each structure prior to beginning work and make a determination as to the type of treatment that is necessary.

3.05 PAYMENT

The adjustment of DPW Structure covers will be measured by the each and paid for as DPW Structure Cover, Adj, Case 1 or Case 2. Elevation adjustment up to 18 inches between the top of the existing brickwork/casting to the underside of the casting is included with these items.

Adjustment of DPW structure covers greater than 18 inches will be paid for as DPW Structure Cover, Adj, Add Depth.

For structures within the pavement surface area, the contractor will be required to remove the frame and cover and temporarily plate the top of structures when the structure frame will conflict with the proposed surface crown of gravel base. The placing and removing of the plates will not be paid for separately, but shall be included in the unit price.

New frames and covers, if required, shall be supplied and installed by the Contractor and shall meet the requirements of the City of Birmingham. Elastomeric Seal Easy Stik all-weather trowelable butyl or approved equal shall be used around the inside and outside of the proposed structure adjustment.

Existing structure covers that have been replaced are to be disposed of in a legal manner off the project by the Contractor included in the DPW Structure adjustment pay items.

When a new cover is required on an existing structure that does not require adjustment or reconstruction, Adjusting Structure Cover, Case 1 or 2, will also be paid for separately.

Payment for the replacement of curb and gutter or pavement adjacent to drainage structures which are reconstructed or adjusted, will be paid for separately.

DPW Structure Cover, Adj, Case 2 will only apply to an existing structure located outside the existing pavement curb, or curb and gutter or where the pavement, curb, or curb and gutter are to be removed as part of the project. Measurement and payment will be the same as for DPW Structure Cover, Adj, Case 1 (Each), except replacement of pavement, curb or curb and gutter is not needed.

Payment for DPW Structure Cover, Adj, Case 1 and Case 2 and DPW Structure Cover, Adj, Add Depth includes equipment, labor and materials to complete this item.

END OF SECTION

SECTION 735
OVERLAY STRUCTURE ADJUSTMENT

PART 1. GENERAL

1.01 SUMMARY

A. This work shall include increasing the rim elevation of a manhole cover between the limits of 0" and 12" measured from the top of the cone or corbel section to the bottom of the cover frame or decreasing the rim elevation of a manhole cover within the limits of existing adjusting rings or brickwork. An existing survey monument box is also included in this scope of work.

B. Two items for structure adjustments are included in this contract. Adjustments using EJ adjustment Rings (1020H or as-required) for changes less than 2" will be paid for separately from structures requiring the entire frame and cover to be reset.

PART 2. PRODUCTS

2.01 MATERIALS

A. Concrete adjustment rings shall be used to increase the height of a manhole cover except in the case of older brick-type manholes, when brickwork may be used.

B. All exposed masonry surfaces shall be pointed and recoated with a 1:3 cement mortar, ½" thick and covered with an elastomeric seal and geo-membrane to assure complete water tightness.

C. EJ Adjustment Rings shall be EJ 1020H or the particular model as required to adjust existing structures to meet the new roadway grade. The Contractor shall field verify existing structures prior to ordering materials and all models shall be paid for with this adjustment ring item.

PART 3. EXECUTION

3.01 CONSTRUCTION

A. Excavate as necessary to expose entire depth of adjustment material. If existing adjustment material exceeds 12" and the manhole cover is intended to be raised, additional depth of structure adjustment will be paid per vertical foot in accordance with Section 403 of the MDOT 2020 Standard Specifications for Construction.

B. To increase the manhole cover elevation between the limits of 0" and 12" measured from the top of the cone or corbel section to the bottom of the cover frame, concrete adjustment rings shall be used except when then the manhole is an older brick-type manhole. In no case shall the adjusting rings or total brick work (including existing brick) exceed 18".

C. To decrease the rim elevation of a manhole cover within the limits of the existing adjusting ring(s) or brickwork, remove the adjusting ring(s) or brickwork.

D. New mortar shall be provided for each course or adjustment ring or brick and troweled along the interior and exterior of the adjustment material to a smooth finish. E. Structures shall be backfilled in accordance with Section 403 of the MDOT 2020 Standard Specifications for Construction.

E. Contractor shall notify the Engineer 72 hours prior to working near the existing survey monument near Elm Street to ensure Monument Preservation has been completed prior to disruption. Preservation shall be the responsibility of the Owner.

3.02 MEASUREMENTS AND PAYMENTS

A. Structure Adjustment, Case 1 and Structure Adjustment, EJ 1020H, 1 ½" will be measured and paid for by each and includes equipment, labor and materials to complete the work described.

B. Structure Adjustment, Additional Depth will be measured and paid for by the vertical foot for adjustments beyond the 12" specified for the Structure Adjustment, Case 1 pay item and shall include all equipment, labor and materials to complete the work described herein and as specified in Section 403 of the MDOT 2020 Standard Specifications for Construction.

C. The Structure Adjustment pay items cover all types of utility structures, valve boxes, and survey monument boxes needing adjustment.

D. The reconnection of any pipes disturbed by this work shall be included in the contract unit prices described. Payment for any replacement frame and covers, if necessary, will be paid for as part of the Structure Adjustment pay item.

END OF SECTION

SECTION 761
SURFACE COURSE PULVERIZING

PART 1. GENERAL

1.01 DESCRIPTION

A. This work shall consist of pulverizing an existing aggregate surface, shaping to the proper elevation and slope, and compacting.

1.02 RELATED SECTIONS

A. Section 100 – Proposal

B. Section 301 – Supplemental Instructions to Bidders

C. Section 310 – General Instructions to Bidders

D. Section 762 – Cape Seal Surface

PART 2. MATERIALS AND EQUIPMENT

2.01 MATERIALS

A. Water shall be required to provide necessary dust control during construction, and to provide a moisture content in the aggregate surface necessary for proper compaction.

2.02 EQUIPMENT

A. PULVERIZATION EQUIPMENT. The machine shall be of a type designed by the manufacturer specifically for reclaiming of asphalt pavements in place, and be capable of reducing the pavement material to a specified size. It shall be a bi-directional rotary reduction machine capable of operating in either an upcut or downcut mode to insure reduction of the existing asphalt to the specified size and gradation. Both the forward speed and depth of cut shall be controlled automatically as well as manually in order to produce a designed gradation. Both front and rear material control gate will be installed and hydraulically adjustable from the operator platform in increments of one eighth (1/8) inch to control the amount of material being processed to insure proper sizing.

B. COMPACTION EQUIPMENT. Rollers. A minimum of (3) rollers in operating condition will be required on the project and shall be of the following types:

1. Minimum of (2) shall be steel drum vibratory type

2. Minimum of (1) shall be 18 ton pneumatic-tire type

C. GRADING EQUIPMENT. Grading equipment shall include automatic cross slope (crown) control and be capable of operating from a string line.

PART 3. CONSTRUCTION

3.01 PULVERIZING IN PLACE

A. When called for in the proposal, the existing treated gravel surface shall be pulverized to a maximum size of two (2) inches, except that five (5) percent of the material may be oversized, provided that the oversized material is not so large as to adversely affect the stability and structural integrity of the mixture nor hamper the shaping operations. The existing treated gravel surface shall be blended with a minimum of (2) inches of the existing aggregate base.

3.02 SHAPING, ROLLING, AND COMPACTING

A. The reclaimed material shall be shaped to the established grade and cross-section within a tolerance of plus or minus ¾ inch, and compacted with a rubber tire and vibratory steel drum roller.

1. STREET WIDTHS. All pulverizing, grading, compacting, and chip sealing work shall be to existing street limits. Existing street widths vary.
2. AGGREGATE SURFACE CROSS-SECTION. All streets shall be graded to provide a 2% crown about the street centerline. Any deviation must be reviewed and approved by the Owner prior to proceeding with the work.
3. SUPPLEMENTAL AGGREGATE. If supplemental aggregate is required to achieve the desired grades and cross slopes, MDOT 23A limestone shall be added to the pulverized material prior to final grading, compaction and cape sealing.

PART 4. MEASURMENT AND PAYMENT

A. All labor, material, and equipment costs associated with completing the work described in this special provision shall be considered incidental to the unit price bid for the contract item **Cape Seal Surface – Syd.**

B. Supplemental MDOT 23A dense graded aggregate, if necessary, will be paid for at the unit price bid for the contract item **Supplemental Aggregate, MDOT 23A Limestone, As Required – Ton.**

END OF SECTION

SECTION 762
CAPE SEAL SURFACE

PART 1. GENERAL

1.01 SUMMARY

This work shall consist of a single chipseal followed by one application of a type II asphalt slurry applied after chipseal application. The application of the materials shall comply with the following specifications.

A. BITUMINOUS SURFACE TREATMENT

1. This work consists of one application of bituminous material applied to the prepared surface and being covered with a course of aggregate. The work shall be done in accordance with this specification or in accordance with applicable drawings to plans of this contract.

B. SLURRY SEAL APPLICATION

1. The work covered by this specification consists of furnishing all labor, equipment, and materials to apply the second course of the cape seal, an emulsified asphalt slurry seal, in complete accordance with the specification.

1.02 REFERENCES

Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 QUALITY ASSURANCE

A. APPLICABALE SPECIFICATIONS

ASTM – American Society for Testing and Materials
ISSA – International Slurry Surfacing Association

1. AGGREGATE AND MINERAL FILLER

a. ASTM D75: Sampling Stone, Slag Gravel, Sand and Stone Block for use as Highways Materials.

b. ASTM C136: Sieve Analysis of Fine or Coarse Aggregate.

c. ASTM C117: Amount of Material Finer than No. 200 Sieve in Aggregate.

d. ASTM D2419: Plastic Fines in Graded Aggregate and Soils by use of the Sand Equivalent Test.

e. ASTM C128: Specific Gravity and Absorption of Fine Aggregate.

f. ASTM C29: Unit Weight of Aggregate.

g. ASTM C131: Abrasion of Coarse Aggregate by use of the Los Angeles Machine.

h. ASTM C183: Sampling Hydraulic Cement.

i. ASTM D546: Sieve Analysis of Mineral Filler.

j. ASTM D242: Mineral Filler for Bituminous Paving Mixtures

2. EMULATED ASPHALT
   a. ASTM D140: Sampling Bituminous Materials.
   b. ASTM D244: Testing Emulsified Asphalt.
   c. ASTM D977: Specifications for Anionic Emulsified Asphalt.
   d. ASTM D2397: Specifications for Cationic Emulsified Asphalt.
   e. ASTM D2172: Bitumen Content of Paving Mixture by Centrifuge.
   f. ISSA T100: Measurement of Wear of Slurry Seal Mixtures by Wet Tract Abrasion.

1.04 DILVERY, STORAGE AND HANDLING

A. SLURRY SEAL APPLICATION

1. STOCKPILING OF AGGREGATES. Precautions shall be taken to ensure that stockpiles do not become contaminated with over-sized rock, clay, silt, or excessive amounts of moisture. The stockpile shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted. Owner will provide yard site for stockpiling aggregates and keeping emulsion storage tanks within one mile of the projects, or closer when possible.
2. STORAGE. The contractor shall provide suitable storage facilities for the asphalt emulsion. The container shall be equipped to prevent water from entering the emulsion. Suitable heat shall be provided if necessary to prevent freezing.

1.05 PROJECT/SITE CONDITIONS

A. TRAFIC/SITE CONTROL

1. Suitable methods such as barricades, flag-men, pilot cars, etc., shall be used to protect the uncured slurry surface from all type of traffic. Contractor shall perform all necessary barricading and/or flagging of traffic. Any damage to the uncured slurry will be the responsibility of the Contractor. The Engineer shall give final approval as to the method used. The Contractor shall co-ordinate the scheduling of street to be surfaced with the City Engineering Department.

1.06 PAYMENTS

A. Seal coat will be paid for at the contract price per square yard, (as described above) which price shall be payment in full for furnishing, heating, hauling and applying the bituminous material, furnishing, hauling and placing the cover material, dragging, rolling, replacing disturbed material, maintaining traffic and constructing the surface complete.

PART 2. PRODUCTS

2.01 MATERIALS

1. BITUMINOUS MATERIAL - Shall be CM-90
   a. MATERIALS - The materials will meet the following requirements as specified. All chip seal multi grade asphalt will conform to the following table:

CHIP SEAL MULTI GRADE ASPHALT

	CM-90	METHOD OF TEST
Viscosity @ 25°C, 1. Sec.-1, P.	2000-20,000	ASTM D-4957
Flash Point, °C	66+	ASTM D-93
Distillate Test		
Volume % of Total Distillate to 360° C		ASTM D-402
To 225° C	0-2	
To 260° C	0-5	
To 316°	15.75	
Residue from Distillate to 360° C % Volume by Difference		
Water %	1.0-	ASTM D-95
Test on Residue from Distillation		
Penetration @ 25° C, 100g, 5 sec, dmm.	100-250	ASTM D-5
Float Test @ 60° C, sec.	1200+	ASTM D-139
Solubility %	99.0+	ASTM D-2042

The successful Contractor will be responsible to provide above material delivered to the project location on a schedule determined by the Contractor. The contractor shall be responsible for proper heating of asphalt, needed storage facilities and for all truck demurrage charges that are incurred.

b. APPLICATION - The Contractor shall apply the multi grade asphalt at a temperature between 260° F and 300° F, followed by a uniform application of coarse aggregate

c. MULTI GRADE ASPHALT - Application Rates:

CM-90 shall be within the range of 0.26-0.28 gal/syd. The JMF target rate for the asphalt shall be 0.27 gal/syd.

If the target rate of 0.27 gal/syd is not the optimum application rate due to the gradation of the coarse aggregate or due to existing surface conditions of the pavement, the Contractor shall notify the Project Engineer, immediately. The Contractor shall then document the new JMF rate(s) by stationing.

2. COURSE AGGREGATE – Coarse aggregates for all chip seals will be tested materials or provided by a prequalified aggregate supplier. All aggregate must meet the gradation requirements in the following table:

a. A CS-2 coarse aggregate of limestone, natural, or slag shall be used.

GRADATION FOR CHIP SEAL AGGREGATES
Sieve Analysis (MTM 109), Total Percent Passing (a)

Sieve Size	CS-2
3/4"	100
½"	100
3/8"	90-100
No. 4	0-10

N0. 8	0-5
N0. 200 (loss by wash)	2.0 maximum 2.0 maximum

PHYSICAL REQUIREMENTS

TEST	DESCRIPTION	SPECIFICATION
MTM - 102	L.A. Abrasion Resistance	45% Max.
MTM - 117	Percentage of Crushed Particles	95% Min.
*MTM - 110	Deleterious Particles in Aggregate	3.5% max.

*Includes the sum of shale, siltstone, structurally weak and clay-ironstone particles

B. SLURRY SEAL APPLICATION

The slurry seal surface shall consist of a mixture of emulsified asphalt, mineral aggregate, and water, properly proportioned, mixed and spread evenly over the single chipseal surface as specified herein and as directed by the engineer. The cured slurry shall have a homogeneous appearance, fill all cracks, adhere firmly to the surface and have skid resistant texture.

1. ASPHALT EMULSION. The emulsified asphalt shall conform to the requirement of International Slurry Seal Association Specification, for type CSS-1H.

2. AGGREGATE. The mineral aggregate shall consist of natural or manufactured sand, slag, crusher fines, and others, or a combination thereof. Smooth-textured sand of less than 1.25 percent water absorption shall not exceed 50 percent of the total combined aggregate. The aggregate shall be clean and free from vegetable matter and other deleterious substances. When tested by ASTM D2419, the aggregate blend shall have a sand equivalent of not less than 45. When tested according to ASTM C88 the aggregate shall show a loss of not more that 15%. When tested according to ASTM C131 the aggregate shall show a loss of not more that 30%.

   Mineral fillers such as Portland cement, limestone dust, fly ash, and others shall be considered as part of the blended aggregate and shall be used if required by the mix design. They shall meet the gradation requirements of ASTM D242.

   The combined mineral aggregate shall conform to the following gradation when tested by the previously mentioned test.

TYPE II

SIEVE SIZE	PERCENT PASSING
3/8	100
No. 4	90-100
No. 8	65-90
No. 16	45-70
No. 30	30-50
No. 50	18-30
No. 100	10-21
No. 200	5-15

Theoretical Asphalt Content

% Dry Aggregate 7.5-13.5

TYPE II. This aggregate blend is used when it is desired to fill surface voids, correct severe surface conditions, and provide sealing and a minimum wearing surface. An application rate of 18 (plus or minus) 2 pounds per square yard based on dry aggregate weight is used when standard aggregates are utilized.

3. WATER

   a. All water used with the slurry mixture shall be potable and free from harmful soluble salts.

2.02 EQUIPMENT

A. BITUMINOUS SURFACE TREATMENT

All equipment used shall be sufficient size and in such mechanical condition as to produce a satisfactory job.

1. PRESSURE DISTRIBUTORS - The pressure distributor shall have a computerized application rate and speed control. This control shall have a radar ground sensing device that controls the application rate regardless of ground speed or spray bar width. The pressure distributor shall be capable of maintaining the asphalt emulsion at the specified temperature. The spray bar nozzles shall produce a uniform fan spray, and the shutoff shall be instantaneous, with no dripping. Each pressure distributor shall be capable of maintaining the specified application rate within ±0.015 gal/syd for each load.
2. AGGREGATE CHIP SPREADER - The aggregate chip spreader shall be self-propelled and have a computerized spread control capable of spreading the cover material uniformly for widths of 1 to 20 feet and have a screen to remove oversized material.
3. COMPACTION EQUIPMENT - Shall be self-propelled, vibratory, rubber tired, three wheel or tandem rollers. Rollers shall weigh not less than 6 ton or more than 9 ton.
4. MISCELLANEOUS EQUIPMENT - Sufficient equipment for hauling of cover material shall be provided to ensure continuance covering of bituminous material, hand tools, thermometers, etc. Chain link fence drag shall be available for use when required by engineer.

B. SLURRY SEAL APPLICATION

All equipment used in the performance of this work shall be maintained in satisfactorily working order at all times.

1. SLURRY MIXING EQUIPMENT. A minimum of two (2) continuous flow slurry machines, minimum capacity of eight (8) tons shall be provided. They shall be capable of delivering accurately a predetermined proportion of aggregate, water and asphalt emulsion to the mixing chamber and to discharge the thoroughly mixed product on a continuous basis. The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients together. No violent mixing shall be permitted. The mixing machine shall be equipped with an approved fines feeder that provides an accurate metering device or method to introduce a predetermined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed. The feeder shall be used whenever added

mineral filler is a part of the aggregate blend. The mixing machine shall be equipped with a water pressure system and fog type spray bar adequate for complete fogging the surface preceding spreading equipment with a maximum application of 0.05 gallons per square yard.

2. CALIBRATION- Each material delivery function (a) fines feed, (b) aggregate feed, and (c) emulsion feed, shall be independently operated and monitored with digital counters capable of giving accumulated readings of the material usage on a daily basis. All instruments, gauges and meters shall be accurate within +5% of the operating range required. All instruments and controls shall be centrally mounted in a protected console and shall be readily accessible during operation to the Engineer or his designated representative. The bidder will submit calibration sheets for each machine to substantiate meter reading and aggregate openings (gal/count, #/count). Daily counter readings will be supplied to the inspector with yardage applied to verify application rates. If readings do not confirm correct application rates, recalibration on site will be required before additional work is applied.
3. SLURRY SPREADING EQUIPMENT. Attached to the mixer machine shall be a mechanical type squeegee box equipped with flexible material in contact with the surface to prevent loss of slurry from the box. It shall be maintained so as to prevent loss of slurry on varying grades and crown by rotating at center of box. There shall be a steering device and a flexible strike-off. The spreader box shall have an adjustable width from 8 to 12 feet. The box shall be kept clean, and build-up of asphalt and aggregate on the box shall not be permitted. The use of burlap drags or other drags shall be approved by the Engineer.
4. CLEANING EQUIPMENT. Power brooms, power blowers, air compressors, water flushing equipment, and hand brooms shall be suitable for cleaning the surface and cracks of the old surfaces.
5. AUXILIARY EQUIPMENT. Hand squeegees, shovels and other equipment shall be provided as necessary to perform work.

PART 3. EXECUTION

3.01 PREPERATION

A. BITUMINOUS SURFACE TREATMENT

1. Work required on existing surface such as base repair, patching, sweeping shall be done by the contractor. B. SLURRY SEAL APPLICATION 1. Immediately prior to applying the slurry, the surface shall be cleaned of all loose material, silt pots, vegetation, and other objectionable material, which shall be done by owner. Any standard cleaning method used to clean pavements will be acceptable, except water flushing will not be permitted in areas where considerable cracks are present in the pavement surface. The Engineer shall give final approval of the surface.

3.02 CONSTRUCTION

A. BITUMINOUS SURFACE TREATMENT

1. EXISTING SURFACE

a. The bituminous material shall be applied at the rate specified immediately followed by the self-propelled chipper covering the bituminous material with aggregate. In no instance shall the chipper by more than 400 ft. behind the distributor. The aggregate

should be compacted into the bituminous material by a self-propelled roller directly behind the chipper. At no time shall the aggregate cover material be left unrolled for more than 10 minutes.

2. WEATHER LIMITATIONS

a. No bituminous material shall be applied during rainy weather or when the air temperature in the shade is less than 50 F. and rising except by the approval of the contracting officer

B. SLURRY SEAL APPLICATION

1. GENERAL

a. The surface shall be fogged with water directly preceding the spreader. The slurry mixture shall be of the desired consistency when deposited on the surface and no additional elements shall be added. Total time of mixing shall not exceed four (4) minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No lumping, balling or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines shall be permitted. If the coarse aggregate settles to the bottom of the mix, the slurry will be removed from the pavement. No excessive breaking of the emulsion will be allowed in the spreader box. No streaks such as caused by oversized aggregate will be left in the finished pavement.

2. COMPOSITION AND RATE OF APPLICATION OF THE SLURRY MIX

a. The amount of asphalt emulsion to be blended with the aggregate shall be that as determined by the laboratory report after final adjustment in the field. A minimum amount of water shall be added as necessary to obtain a fluid and homogeneous mixture. The Engineer shall give final approval to the design and rate of application used.

3. JOINTS

a. No excessive build-up or unsightly appearance shall be permitted on longitudinal or transverse joints.

4. HAND WORK

a. Approved squeegees shall be used to spread slurry in accessible areas to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from hand work.

5. CURING

a. Treated areas will be allowed to cure until such time as the Engineer permits their opening to traffic.

6. INTERSECTION

a. Care should be taken to achieve a clean straight line as directed by the Engineer by use of 15 pound roofing felt or equal. All roofing felt will be removed at completion of work.

7. WEATHER LIMITATION

a. The slurry seal surface shall not be applied if either the pavement or air temperature of 55 F or below and falling but may be applied with both the air and pavement

temperature is 45 F or above and rising. The mixture should not be applied if high relative humidity prolongs the curing beyond a reasonable time.

3.03 FIELD QUALITY CONTROL

A. BITUMINOUS SURFACE TREATMENT 1. INSPECTION a. METHOD OF MEASUREMENT: Field measurements of the areas seal coated in square yards shall be determined by the engineer in the presence of the contractor and or with his concurrence.

B. SLURRY SEAL APPLICATION

1. LABORATORY TESTING

a. Sources of all materials shall be selected prior to the time the materials are required for use in the work. All samples shall be taken according to procedures previously mentioned. All materials shall be pretested in a qualified laboratory as to their suitability for use in slurry. The theoretical asphalt content shall be determined. The laboratory shall also determine if a mineral filler is required, and if so, how much should be used. Test samples shall be made and tested on a Wet Track Abrasion Machine. A complete laboratory analysis and test report accompanied by an un-abraded slurry test sample shall be submitted by the Contractor before the job starts.

2. INSPECTION

a. The slurry seal surface shall be measured and paid for by the square yards of work completed and accepted as designated by the Engineer.

3. SAMPLING

a. Samples of materials and of the finished slurry surfaces shall be furnished by the Contractor as directed by the Engineer during progress of the work. Test reports may be requested from the Contractor as additional materials arrive.

3.04 CLEANING

A. Initial sweeping and cleaning will be performed by the contractor.

B. Sweeping During Contract: The contractor will be required to sweep the chipsealed area prior to the slurry application.

C. Contractor shall ensure that all existing utility structure covers shall remain clean and visible following the installation of the capeseal surface on the streets

END OF SECTION

SECTION 770
TURF ESTABLISHMENT

PART 1. GENERAL

1.01 SUMMARY

This work shall consist of furnishing all labor, material, and equipment necessary to perform all Section 208 and 816 of the 2020 Standard Specification for Construction is supplemented by this Special Provision. The Contractor is responsible for the performance and quality of turf growth in the areas indicated on the plans and as identified by the Engineer. Comply with all local, state and federal laws when completing this work.

It is expected that the turf growth to be turf fully established for final acceptance. Established growth shall be defined as growing seed rooted to the prepared earth bed with a minimum rooted coverage of 90 percent or greater, in a manner approved by the Engineer. The growth must be established before acceptance by the Engineer and final payment for restoration will be allowed.

Establish a durable, permanent, weed-free, mature, perennial turf. The work consists of fundamental turf work, including but not limited to top soiling, seeding, mulching, erosion control, maintenance, watering and repair of turf as described herein during the life of the contract.

Choose and implement proven turf establishment industry practices; provide all necessary labor and equipment; select and provide all turf establishment materials; and control erosion and any subsequent sedimentation at all times, or until the turf establishment is accepted.

Perform a site analysis, interpret the results and implement a turf establishment program to ensure compliance with this specification. The site analysis must take into consideration topsoil needs, fertilizer and pH requirements, seed mix, existing and future soil moisture levels, slopes and grades, required erosion control items and devices, maintenance requirements, local highway snow removal and deicing practices, and any other characteristics that influence and affect turf establishment.

PART 2. MATERIALS

Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable and according to MDOT requirements.

Testing and certifications of materials must be in accordance to contract documents and the MDOT Material Source Guide.

Provide topsoil, seed, mulch, pesticide, herbicide, mulch blankets and any other unique erosion control materials as necessary to fulfill this specification, as detailed in the plans. Use additional materials, as necessary, to meet the standards set forth for turf establishment in this special provision. The use of sod will not be allowed for this project.

Selection of all materials is the responsibility of the Contractor with the following minimum conditions. The following are recommendations for turf establishment materials, but the contractor may submit alternate materials. The contractor shall submit, for review and approval, the entire restoration/maintenance plan with materials prior to starting work.

Alternate proposals/materials will be considered with written references from MDOT or public agencies with successful use within 3 years of proposed alternate. Provide 5 successful examples of MDOT projects.

1. Soil. Topsoil shall be placed at least 4 inches deep.

Provide furnished topsoil that will support vigorous growth. Topsoil is a material that consists of natural loam, sandy loam, silty loam, or clay loam humus bearing soils adapted to sustenance of plant life.

Material shall be from an offsite topsoil screening plant, and be loose and black in color. The material shall be free from sod, stones or rocks greater than 0.25 inches, roots, plants, clay lumps, weed stalks, clods, debris or other contaminants as determined by the engineer. The manufactured topsoil shall be a homogeneously blend of mineral soils or sand with stabilized organic soil amendments to produce topsoil. The topsoil shall be obtained from the upper layer of existing fertile soil and be in nutrients with negligible clay content.

Topsoil shall be in accordance with ASTM Standard D5268, 2007, "Standard Specification for Topsoil Used for Landscaping Purposes," ASTM International, West Conshohocken, PA, 2007, DOI: 10.1520/D5268-07, www.astm.org. The contractor shall test topsoil according to ASTM D5268 and the results submitted to the Engineer.

Contractor shall also test for pH content and percent organic content. Contractor shall make recommendations using these and any additional testing required. Provide Test Data Certification according to the Materials Source Guide.

(1) The pH range shall be from 6.0 to 7.5. Topsoil outside of this range shall be amended by the addition of pH adjusters as approved by the Engineer.

(2) The organic matter content shall range between 2% and 6% (by dry sample weight).

Topsoil removed from the roadway shall not be used within the project and must be removed from the right of way before project completion. The removed topsoil may be salvaged for use on other projects at the Contractors' expense. All stripped, salvaged, and/or removed topsoil is the property of the contractor.

Temporary topsoil stockpiles shall be located away from drainage courses and wetlands and shall be located outside of the drip line of preserved trees. Temporary stockpile locations outside of the limits of construction shall be restored in accordance with 816 of the MDOT 2020 Standard Specifications for Construction, at the Contractors' expense.
If temporarily stockpiling topsoil outside the right-of-way, obtain and provide the engineer written permission from the owner of the property where the material will be placed. Temporary topsoil stockpiles shall be protected from soil erosion with silt fence and tarps, at the contractor's expense, for any exposed stockpiles left untouched over five calendar days. In lieu of tarps, the Contractor may use a Cereal Rye seeding mixture, provided it grows.

No stripping, salvaging, and/or removing of topsoil is permitted outside of the roadway. Roadway is as defined in Section 101.03 of the Michigan Department of Transportation Standard Specifications for Construction.

Topsoil shall be placed on a prepared earth bed in accordance with Section 816.03A of the MDOT Standard Specifications for Construction. The existing earth bed shall be graded such that the placement of topsoil will meet the final plan grades. Trim and grade the finished slope (MDOT Class A) in accordance with subsection 205.03.N of the Standard Specifications for Construction.

2. Seed.

Select a seed that is suitable for its application from the following:

A. THM Seed Mix (Turf Loamy to Heavy)
For areas that are described as residential and business turf, use seed mixture MDOT THM mix at a minimum rate of 220 lb/acre. These areas are well maintained, mowed about once a week during its established growing season. This seed mix is aesthetically pleasing, and is preferred to adjacent land owners who maintain their frontage.

B. TUF Seed Mix (Turf Urban Freeway)
For all other areas, described as rural turf, use seed mixture is MDOT TUF mix at a minimum rate of 220 lb/acre. These areas are unmaintained, never mowed, or only cut once or twice a year during its established growing season. This seed mix is requires less maintenance and is preferred to adjacent land owners who do not maintain the frontage.

The following seed mixes are to be used as shown on the plans and pay items.

A. ES Seed Mix (Environmental Seed)
The ES seeding mix will be utilized to restore roadside embankment slopes adjacent to wetland areas with mature Michigan meadow vegetation (grasses & wildflowers) and contain the proportions of grasses and forbs as shown in Table 1. The mixture proportion of the seed mixture shall be accomplished by using MCIA certified seed from local origin. The seed must not be mixed together but must be packaged individually according to species. The Engineer will inspect seed before individual packages are opened.

This seed mix is suitable for forested wetland, emergent wetlands, berm and uplands.

Table 1: ES Seed Mixture Proportions

Common Name	Scientific Name	Minimum Purity (%)	Germination (%)	Grass, Sedges, Rushes Weight lbs (Oz)/Acre	Temporary Cover PLS Lbs (Oz)/Acre	Forbs Weight Lbs (Oz)/Acre	Total ES Seed Mix Lbs (Oz)/Acre
Big Bluestem Grass	Andropogon gerardii	90	85	3.5 (56)			
Canada Wild Rye	Elymus canadensis			4 (64)			
Switch Grass	Panicum virgatum			1.5 (24)			
Little Bluestem	Schizachyrium scoparius			2.5 (40)			
Indian Grass	Sorghastrum nutans			4.5 (72)			
Common Oat	Avena sativa				22.5 (360)		
Annual Rye	Lolium multiflorum				6.25 (100)		
Wild Bergamot	Monarda fistulosa					0.15625 (2.5)	
Yellow Coneflower	Ratibida pinnata					0.375 (6)	
Black-eyed Susan	Rudbeckia hirta					0.1875 (3)	
Smooth Aster	Aster laevis					0.125 (2)	
Showy Goldenrod	Solidago speciosa					0.09375 (1.5)	
Butterfly Milkweed	Asclepias tuberosa					0.5 (8)	
			Totals:	**16 (256)**	**28.75 (460)**	**1.4375 (23)**	**46.1875 (739)**

B. BS Seed Mix (Bio-swale Seed)

The BS seeding mix will be utilized in bio-swales or grassy swales as shown on the plans. The seed must not be mixed together but must be packaged individually according to species. The Engineer will inspect seed before individual packages are opened.

Seed shall be installed in accordance with the seasonal limitations that are described in MDOT Standard Specifications of Construction and contract documents. Provide testing of seed per MDOT Material Source Guide.

Table 2: BS Seed Mixture

Common Name	Scientific Name	Permanent Grasses/Sedges PLS Lbs (Oz)/Acre	Temporary Cover PLS Lbs (Oz)/Acre	Forbs PLS Lbs (Oz)/Acre	Total BS Seed Mix PLS Lbs (Oz)/Acre
Big Bluestem	Andropogon gerardii	0.75 (12)			
Bristly Sedge	Carex comosa	0.125 (2)			
Crested Oval Sedge	Carex cristatella	0.0625 (1)			
Bottlebrush Sedge	Carex lurida	0.15625 (2.5)			
Prairie Sedge Mix	Carex spp.	0.125 (2)			
Brown Fox Sedge	Carex vulpinoidea	0.25 (4)			
Virginia Wild Rye	Elymus virginicus	0.50 (8)			
Fowl Manna Grass	Glyceria striata	0.0625 (1)			
Switch Grass	Panicum virgatum	0.125 (2)			
Dark Green Rush	Scirpus atrovirens	0.125 (2)			
Wool Grass	Scirpus cyperinus	0.03125 (0.5)			
Prairie Cord Grass	Spartina pectinata	0.1875 (3)			
Common Oat	Avena sativa		22.5 (360)		
Annual Rye	Lolium multiflorum		6.25 (100)		
Water Plantain (Various)	Alisma spp.			0.0625 (1)	
Swamp Milkweed	Asclepias incarnata			0.125 (2)	
New England Aster	Aster novae-angliae			0.03125 (0.5)	
Tall Coreopsis	Coreopsis tripteris			0.0625 (1)	
Spotted Joe-Pye Weed	Eupatorium maculatum			0.015625 (0.25)	

Blue Flag	Iris virginica			0.25 (4)	

Marsh Blazing Star	Liatris spicata			0.0625 (1)	
Cardinal Flower	Lobelia cardinalis			0.015625 (0.25)	
Great Blue Lobelia	Lobelia siphilitica			0.03125 (0.5)	
Common Water Horehou	Lycopus americanus			0.015625 (0.25)	
Common Arrowhead	Sagittaria latifolia			0.046875 (0.75)	
Prairie Dock	Silphium terebinthinaceum			0.0625 (1)	
Blue Vervain	Verbena hastata			0.09375 (1.5)	
Golden Alexanders	Zizia aurea			0.046875 (0.75)	
	Total:	**2.5 (40)**	**28.75 (460)**	**0.921875 (14.75)**	**32.421875 (518.75)**

Alternate seeding mixes that may be submitted by the contractor (approval of alternate mixes shall solely be decided by the Engineer):

A. Use a seeding mixture that is composed of four or more species of perennial grass. Use only species and their cultivars or varieties, which are guaranteed hardy for Michigan.

B. Recommended species of perennial grasses include: Kentucky Bluegrass, Perennial Ryegrass, Hard Fescue, Creeping Red Fescue, Chewings Fescue, Turf-type Tall Fescue, Buffalo grass, and Alkaligrass-Fults Puccinellia distans. Select cultivars or varieties of grasses that are disease and insect resistant and of good color. Ensure that no one species in the mix is less than 5 percent, or more than 25 percent, of the mixture by weight. Do not select grass species considered noxious or objectionable, such as Quack Grass, Smooth Brome, Orchard Grass, Reed Canary Grass and others.

a. The seed must be legally saleable in Michigan. The seed product must not contain more than 10 percent inert materials. The seed source must be from an MDOT approved certified vender.

the site use, and to the soils, moisture and local climate. Site use may include, but is not limited to, detention pond, wildlife habitat, playground, wetlands, forested wetland, rural roadside, urban roadside and highly maintained front yard.

c. At least two of the species in the mixture proposed to be planted within 15 feet behind the curb or the shoulder must be salt tolerant.

3. Mulch. Mulch blanket or high velocity mulch blanket according to MDOT Standard Specification 816.03 G.

Mulch blanket seeded areas with the appropriate materials for the site conditions to promote germination and growth of seed and to mitigate soil erosion and sedimentation.

Mulching, Mulch Anchoring, or Mulching Netting shall not be permitted.

A. Special Mulch

Coir Fiber Erosion Control Blanket:
The coir fiber blanket shall be a 100% organic coir (coconut) fiber blanket woven between two natural fiber nettings into a continuous matrix for temporary erosion protection (North American Green C125 or approved equal). The blankets shall be of consistent thickness with the coconut fiber evenly distributed over the entire area of the mat and a minimum mass per unit area of 0.50 lb/yd2. The blanket shall be sewn to a natural jute fiber netting on the top and bottom sides with degradable thread on 1.5-2 inch centers. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate ½ x 1 inch mesh. Blankets with cross-lay weaves on top are not allowed. Photo-degradable polypropylene or other synthetic nettings are not allowed unless specifically indicated on the Project Plans or pre-approved by the Engineer. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 4. The following products meet the specifications for coir fiber ECB lines:

Material Properties:		
Mass/Unit Area	ASTM D6475	8.83 oz/yd2 (300 g/m2)
Min. Tensile Strength	ASTM D4595	125 lb/ft
Min. Permissible Shear Stress	ASTM D6460	2.25 lb/ft2

4. Herbicides. Comply with all federal, state and local laws. As part of the MDA weed control application, the Contractor is required to make proper notifications and/or postings as per label and MDA requirements for all locations that will be sprayed. Notify the Engineer 48 hours prior to any applications being made. Furnish and apply herbicide(s) as needed. It is the Contractor's responsibility to select the herbicide(s) and the rate at which it is used. Obtain the Engineer's approval of work methods and herbicide(s) selected prior to the application of the herbicide(s). Complete a spray log and submit to the Engineer each day an application is made.

Do not draw water from any waterway (i.e. river, ditch, creek, lake, etc.) located on state, county or municipal right-of-way, for mixing with herbicides.

Weed control is not a pay item and is included in other items of work. It is the responsibility of the Contractor to control weeds as directed by the Engineer until all restoration related pay items are accepted.

5. Fertilizers. Fertilizer shall meet the following minimum requirements: MDOT Class A, 228 lbs./acre. Fertilizer shall be placed in accordance with Section 816.03B of the MDOT Standard Specifications for Construction.

Furnish and apply fertilizer(s) as needed. It is the Contractor's responsibility to select the fertilizer(s) and the rate at which it is used. Phosphorus is allowed for use only at the time of planting and when required by soil conditions. Obtain the Engineer's approval of work methods and fertilizer(s) prior to the application of the fertilizer(s).

6. Water. Furnish and apply water from an approved source at a rate to promote healthy growth. Watering seed until vigorous turf growth is accepted shall be considered included in the surface restoration work.

PART 3. CONSTRUCTION

The Contractor is responsible for all work and all construction methods used in completing this work. Implementation of any part of MDOT standard specifications or standard plans by the Contractor does not relieve the Contractor of responsibility for acceptability of the construction methods or for the quality of the work.

1. Contractor Turf Establishment Experience Requirements. Weed control must be done by a commercial herbicide applicator, licensed by the State of Michigan and certified by the Michigan Department of Agriculture (MDA) in the appropriate category to apply herbicides. Use application procedures and materials according to federal, state and local regulations. Use of restricted use chemicals is prohibited. The Contractor must provide appropriate documentation and secure approval from the Engineer before application of herbicides. Submit information to engineer.

At least 10 work days prior to start of turf establishment, submit documentation to the Engineer, from the Contractor performing the turf establishment work, that they meet one or both of the following requirements.

a) At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has a degree or certificate in Turf Management, Horticulture or related field.

b) At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has at least 5 years of experience in roadside turf establishment.

Contractor's Field Supervision: The Installer shall maintain an experienced full-time supervisor on Project site when work is in progress.

2. Planting Restrictions: Plant according to season limitations in Section 816. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.

3. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

4. Examination

Examine areas to be planted for compliance with requirements and other conditions affecting performance.

a) Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
b) Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
c) Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
d) Uniformly moisten excessively dry soil that is not workable and which is too dusty.

5. Preparation

a) Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, 100-year floodplain, wetlands, and plantings from damage caused by planting operations.
b) Protect grade stakes set by others until directed to remove them. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
c) Slopes shall be class A slopes as defined in the MDOT Standard Specifications for Construction. These slopes shall be maintained during the entire turf establishment period. Any settlement will be the responsibility of the contractor to repair at no additional cost to the contract.

d) Preparation of Earth Bed. According to 816.03 A. 1.

6. Seeding

a) Seeding shall be sown in accordance with Section 816.03C of the MDOT Standard Specifications for Construction. The application rate for the seeding shall be as specified in the Products section.
b) Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
c) Do not use wet seed or seed that is moldy or otherwise damaged.
d) Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
e) Rake seed lightly into top 1/8-inch of soil, roll lightly, and water with fine spray.

The above requirements do not apply to wetland seeding and is part of other contract documents.

7. Turf Maintenance

a) It is the responsibility of the Contractor to regularly water new seed in order to establish a dense lawn of permanent grasses that is free from mounds and depressions. Any portion of a seeded area that fails to show a uniform germination shall be re-seeded. Such re-seeding shall be at the Contractor's expense and shall continue until a dense lawn is established.
b) Watering seed shall be considered as included in the turf establishment work.
c) Maintain and establish grass by watering, fertilizing, weeding, mowing, trimming, replanting, core aeration, and performing other operations as required to re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
d) Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
e) In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.

f) Watering: Maintain temporary turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
g) Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Layout temporary watering system to avoid walking over muddy or newly planted areas.
h) Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
i) All prepared restoration areas of the entire project limits are the responsibly of the Contractor until final acceptance by the Engineer.

8. Cleanup and Protection

a) Promptly remove soil and debris created by restoration work from paved areas.
Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
b) Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
c) Remove non-degradable erosion-control measures after grass establishment period.

9. Inspection of the Work. The Contractor is responsible for all weekly inspection of turf establishment work.

The contractor shall also notify the engineer 24 hours before performing any work.

If requested by the Engineer, use a Contractor's Weekly Report, to be approved by the Engineer, to report inspections made and to document turf establishment work performed on this project.

- Complete and submit a Contractor's Weekly Report to the Engineer when any work performed under this special provision is in progress. Submit report within 24 hours of performing work
- Include all necessary materials documentation including tests slips, certifications, bag tags, etc. with the associated Contractor's Weekly Report.
- The Engineer will determine the acceptability of the Contractor's Weekly Report in terms of their completeness and accuracy. The Engineer reserves the right to verify all submitted measurements and computations. Failure by the Contractor to submit acceptable and timely reports to the Engineer may result in withholding of progress pay estimates on turf-related items until such time as reports are submitted and deemed acceptable.

The Engineer reserves the right to inspect the project for any reason in accordance with subsection 104.01 of the Standard Specifications for Construction, including the fulfillment of other inspection requirements such as Soil Erosion and Sedimentation Control, NPDES, etc. Inspections made by the Engineer do not relieve the Contractor of the responsibility for inspections required by this special provision or the Contractor's responsibilities for erosion control and turf establishment.

10. Erosion Control. Erosion must be controlled at all times according to section 208 of the Standard Specifications for Construction. Control of soil erosion is the responsibility of the Contractor. However, sedimentation controls must be placed as indicated on the plans or as directed by the Engineer. The site must be continuously monitored by the Contractor for needed erosion repair from any cause as addressed in the contract documents. All eroded areas must be returned to original grade as detailed in the contract documents.

If sedimentation occurs in drainage structures or any watercourse or water containment area, corrective action must be taken immediately and all disturbed areas contributing to this sedimentation must be stabilized within 24 hours after the erosion occurrence. Sediment deposited as a result of the Contractor's inability to control the soil erosion must be removed at the Contractor's expense.

The Contractor must reimburse for any costs levied against the , such as fines, environmental costs, costs for remedies required, or any other costs as a result of the Contractor's failure to comply with this special provision and with federal, state and local laws.

11. Erosion Repair. The Contractor is responsible for all repairs and liable for all consequences (legal, monetary or other) associated with erosion or sedimentation damage to finished or unfinished work.

All erosion occurrences and the repairs made by the Contractor must be reported to the Engineer in the format and at the frequency required by the Engineer. Any erosion, displacement or disturbance to ongoing or completed work by any cause must be repaired by the Contractor at no additional cost to the contract unless otherwise noted herein.

The Contractor is responsible and liable for all traffic control and safety measures required to repair and protect damaged turf areas. Any eroded area that may affect the support of the roadbed or safety of the public must be repaired within 24 hours of the erosion occurrence.

Protective devices such as barriers, directional signs/signals, temporary fence, or any other safety measures must be placed by the Contractor immediately after any erosion damage occurs that has the potential of endangering the public. In these instances, the Contractor must, within 24 hours of the occurrence of the damage, provide the Engineer with a written summary of the immediate action taken describing the repairs made and the safety measures taken. These protective devices are at the Contractors expense.

Shoulders, slopes, and other areas damaged by erosion prior to final acceptance of the project shall be fully repaired as directed by the Engineer at the Contractor's expense. To fully repair damaged areas the Contractor may be required to perform the following work. Fill and/or regrade rills and gullies with topsoil; fill and/or re-grade shoulder with gravel as specified on plans; re-seed, fertilize, and mulch with anchoring or mulch mats whichever was originally used to restore the area.

All corrective action erosion repairs shall be made according to contract documents and shall be made within 24 hours if sedimentation has occurred into a watercourse or public safety may be compromised. Otherwise, corrective action shall be made within 5 calendar days.

Due to any erosion as part of restoration, the Contractor shall be responsible for cleaning out all drainage structures, culverts, and ditches that are located within the area of construction. All ditches shall be restored such that drainage will flow freely. The cost of this work shall be considered as included in the pay items for restoration work.

12. Mowing and Weeding. Turf must be maintained to a visually appealing level, and not more than 8 inches in height at any time, prior to acceptance. Weeds must be controlled to less than 1 percent of the Turf Establishment area at all times during construction.

13. Contractor maintenance plan during establishment period

Contractor shall submit plan for review/approval. The plan may be revised based on inadequate field results.

14. Establishment Period

Contractor is responsible for growth according to Special Provision. Engineer determines acceptance after the Contractor's written request for final inspection of turf. Acceptance will only be considered after 60 calendar days of placement. The days do not include the seasonal limitations between October 10 and April 15.

If the contractor does not establish growth before seasonal limitations, the contractor is responsible for all SESC measures. At a minimum, this includes temporary mulch blanket. The cost for this work is paid for separately.

15. Submittals

The following is a general list of submittals for this special provision:
a) Documentation showing that Contractor meets Turf Establishment Experience Requirements.
b) Alternate materials (seed, fertilizer, etc.), if contractor requests
c) Topsoil test results
d) Herbicide spray log
e) Contractor's Weekly Report of inspections
f) Contractor maintenance plan
g) Certifications according to MDOT Material Source Guide
h) Any other documents to meet this Special Provision and Contract Documents.

16. Final Acceptance

A. Final Acceptance Parameters. Before final acceptance of the turf establishment work, all of the following minimum parameters must be met throughout all exposed areas of the project designated on the plans or identified by the Engineer as turf establishment areas:

1) Meet all requirements of this Special Provision
2) No exposed bare soil and the turf must be fully germinated
3) Dark green in color and in a vigorous growing condition
4) Healthy, uniform, erosion free, weed free, disease free
5) Free of surface irregularities
6) 90% of the restoration areas must have established growth.

The Engineer will notify the Contractor of the dates and times of all acceptance inspections. The Contractor may accompany the Engineer during these inspections. If the Contractor does not agree with the decision made by the Engineer, the Contractor may request an inspection by a mutually agreed upon third party (Michigan State University Extension service or other). A joint inspection, to include the Engineer, the Contractor, and the third party, will be scheduled by the Engineer. All expert fees and expenses charged by the third party must be paid by the Contractor.

Progress of Final Restoration: If in the judgment of the Owner, adequate site restoration efforts are not being expended, then the Owner will take the necessary steps to perform such restoration and shall charge the Contractor for all of the costs until proper order is restored. The Owner may also charge damages or reduce the amount of payment.

3.01 PAYMENT

Turf Establishment and Turf Establishment, (Type) Seed will be measured in place by area in square yards. All materials, labor and equipment required or selected by the Contractor to install, maintain, inspect, repair and meet the acceptance parameters for turf establishment specified in this special provision, including preparation, updating and submittal of the Contractor's Weekly Reports, are included in the contract unit price bid for Turf Establishment.

All of the above requirements within the Special Provision shall not be considered for additional payment, and shall be included as part of the contract unit price for Turf Establishment until the turf is accepted.

Repairs made to damaged turf establishment areas as a result of any storm event shall be included in the pay item Turf Establishment and Turf Establishment, (Type) Seed.

The following schedule of payment applies to work performed according to this special provision. Upon completion of mulch blanket stage, 50 percent of the authorized amount for Turf Establishment will be paid to the Contractor. The remaining 50 percent of the authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for Turf Establishment.

If the construction schedule is modified or there are extensions of times, the contractor shall adjust the turf establishment plan at no additional cost to the contract.

The Turf Establishment pay item includes all testing by the contractor.

END OF SECTION

SECTION 900
SUPPLEMENTAL SPECIFICATIONS

PART 1. GENERAL

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 completing all requested concrete pavement removals and replacements, restoration, sealing, asphalt patching, and other work related to the project. All of the items of work are to be done in accordance with the plans and Contract Documents of which these Specifications are a part.

1.02 MATERIALS

A. All materials shall be new and of the grades specified, and shall be the best of their respective kinds for the uses intended. The terms "approved" and "or approved equal" mean that the Engineer must be consulted and approve the material before the material in question is purchased or installed in the work. The approval of any material by the Engineer does not mean the acceptance of the material actually furnished if it should be found defective or inadequate for the purpose intended.

B. Special brands or grades of material or devices specified or shown on the drawings are named for the purpose of establishing a standard of quality and character desired. Other materials of equality and adaptability for the purpose for which they are intended may be substituted, but shall have the approval of the Engineer as to the equality and adaptability before being incorporated in the work.

C. The Contractor shall order or arrange for materials well in advance of their expected use in the work, as far as practicable, in order to allow time for inspection, etc., and thus avoid unnecessary delays which may otherwise occur.

D. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 TRAFFIC MAINTENANCE AND CONTROL

A. Prior to closing any of the streets on this project to through traffic, the Contractor shall supply cones, barriers, and warning signs in accordance with the plans and the MMUTCD. Road closure signage shall not be erected more than two (2) work days in advance of planned closing, and erection of signing shall not begin until approved by the Engineer.

B. 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). In general, the Contractor shall keep roads accessible to all residents during all phases of the project, except as follows:

a. If concrete or asphalt work is required across a driveway, the work shall be done expeditiously after removals, so as to keep residents parking on the street or other driveways to a minimum.

b. If asphalt or concrete is being placed, or during the curing period for concrete pavement.

c. If open removals in the road makes driving in the immediate area hazardous.

C. The Contractor shall be responsible for maintaining traffic control that allows local access to the residents as specified above, including having flag control or labor to move barricades as necessary to facilitate both their operations and local traffic.

D. On major roads, the Contractor shall supply a flashing arrow board for each lane closure or diversion. No closures shall occur on major roads until the time, layout, and signing has been approved by the Engineer. The Contractor shall maintain and operate all needed signs, arrow boards, and barricades until the closure is ready to be removed. Lane closures and lane shifts shall be conducted in accordance with the MMUTCD.

E. All traffic control materials and labor shall be incidental to the other pay items in this Contract, and shall not be paid for separately, with the exception of work areas within major streets where a flashing arrow board, extended taper, and advance warning signs are required. The Contractor is encouraged to consider varying work areas when preparing their bid. For example, work in the Central Business District will require additional coordination, traffic control measures (both for vehicles and pedestrians), and guarding of work areas. These costs must be factored in the base unit prices bid, and are not subject to additional payment to cover these factors.

1.04 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 Contractor shall take precautions not to damage private sprinkler systems, and shall repair any sprinkler damage that occurs during construction. This work shall be incidental to the work items being performed.

B. If a lawn sprinkler line is damaged, the Contractor shall sufficiently plug or cap the line to prevent the sprinkler line from discharging when the system is activated, and shall make the permanent repair in a timely manner.

1.05 STAGING OF EQUIPMENT AND UNWANTED MATERIALS

A. Waste materials such as clay, dirt, sod, and broken concrete shall be disposed of on a daily basis at the Contractor's expense, off site. Storage of waste materials overnight within the public right-of-way is prohibited.

B. The City is not obligated to provide large areas to store equipment for the Contractor during the execution of this Contract. The Contractor shall bring just enough equipment to the job site to complete the work, and all items should be used on a daily basis. The Contractor shall plan to park equipment in the right-of-way in the immediate area of that day's work, and shall plan to move it to the next area on a daily basis. Long term parking in the public

right-of-way shall not be allowed. The City does not have suitable parking areas within the limits of the City for this purpose.

1.06 TIMING OF WORK

A. No cape seal construction work on any of the streets shall be performed between November 15, 2025 and April 1, 2026.

B. If there are issues with plantings or vegetation establishment the Contractor may address these final issues in Fall of 2026. All vegetation establishment must be completed by October 31, 2026.

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.

D. The Contractor shall have the 2026 project work **substantially completed by September 4, 2026** and the 2027 project work **substantially completed by June 20, 2027.** Substantial completion shall be defined as all pavement materials being placed, and all debris and temporary signing removed from the work site(s). The Contractor shall have all work on the project **finally completed by July 31, 2027.**

E. Removed concrete sidewalks are considered a liability to the City and to the Contractor. All sidewalk areas that are removed shall be repaved within forty-eight (48) hours of removal.

F. The Contractor shall be required to plan his activities such that sidewalks or streets shall be out of service the shortest time practical. As an example, all concrete removed on a Friday shall be poured again either that same Friday, or the Saturday thereafter, weather permitting. No removal areas shall be initiated on a Saturday.

G. The Engineer has the right to halt all further removals if the weather forecast clearly indicates that repaving of planned removal areas will not be able to meet the timing expectations of this section.

PART 2. GENERAL PAY ITEMS

2.01 MOBILIZATION

A. The purpose of this pay item is to provide payment to the Contractor for the cost of delivering equipment and materials to the job site as needed throughout the project. The Contractor shall not charge more than 5% of the total cost of the project for this pay item. Providing a price in excess of 5% could be grounds for invalidation of the bid.

B. Payment for this pay item shall be divided into 2 parts. The first payment will be for 75% and the second payment for 25%, with payments arriving on each of the first two disbursements. The Contractor should anticipate being paid approximately every 30 days for work on this Contract.

2.02 INLET FILTER

A. Installation of this item shall follow the standard details prepared by the Oakland County Water Resources Commissioner. The detail for the "Inlet Filter" shall be modified appropriately to accommodate the proposed flat catch basin covers.

B. This pay item will be required on existing catch basins during all excavation, removal, subbase preparation, etc.

2.03 INSPECTOR CREW DAYS

A. If additional work other than what is noted herein is necessary to complete the project, the City will consider adjusting the inspector crew days number upon request. The adjustment shall be based upon the percentage increase in the total value of the project over what was originally bid.

B. When bidding this amount, the Contractor shall consider all the various parts of the project, and bid an appropriate number of work days to cover all of the work areas within the bidding document, to accurately measure the number of days that inspection shall be required.

END OF SECTION

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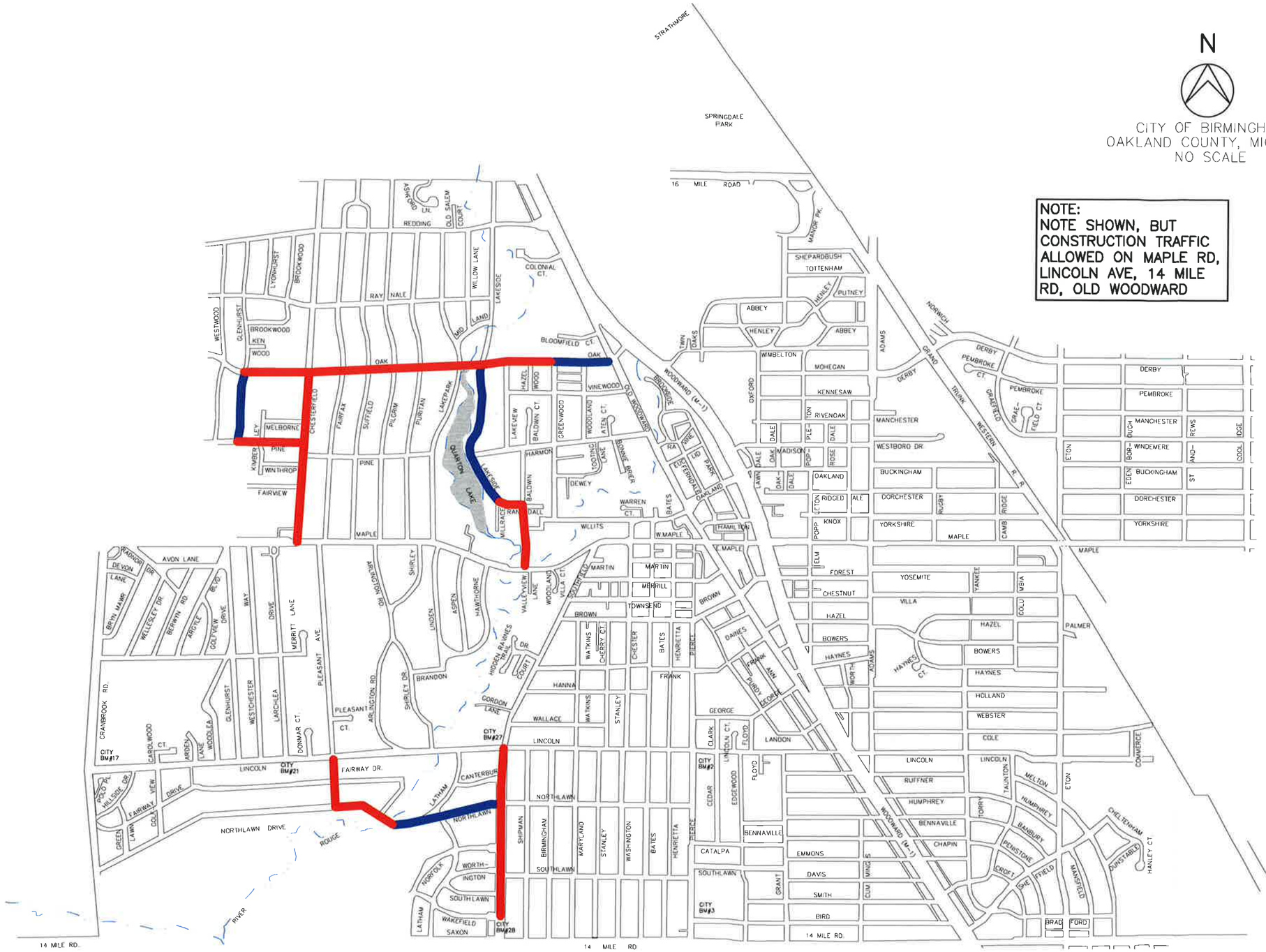
N

CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN
NO SCALE

NOTE:
NOTE SHOWN, BUT CONSTRUCTION TRAFFIC ALLOWED ON MAPLE RD, LINCOLN AVE, 14 MILE RD, OLD WOODWARD



BIRMINGHAM
A WALKABLE CITY

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303-0824

LEGEND

- AUTHORIZED HAUL ROUTE
- CAPE SEAL ROUTE

CITY OF BIRMINGHAM 2026 CAPE SEAL PROGRAM

HRC JOB NO.	FIGURE NO.
20250832	1
DATE JAN 2026	

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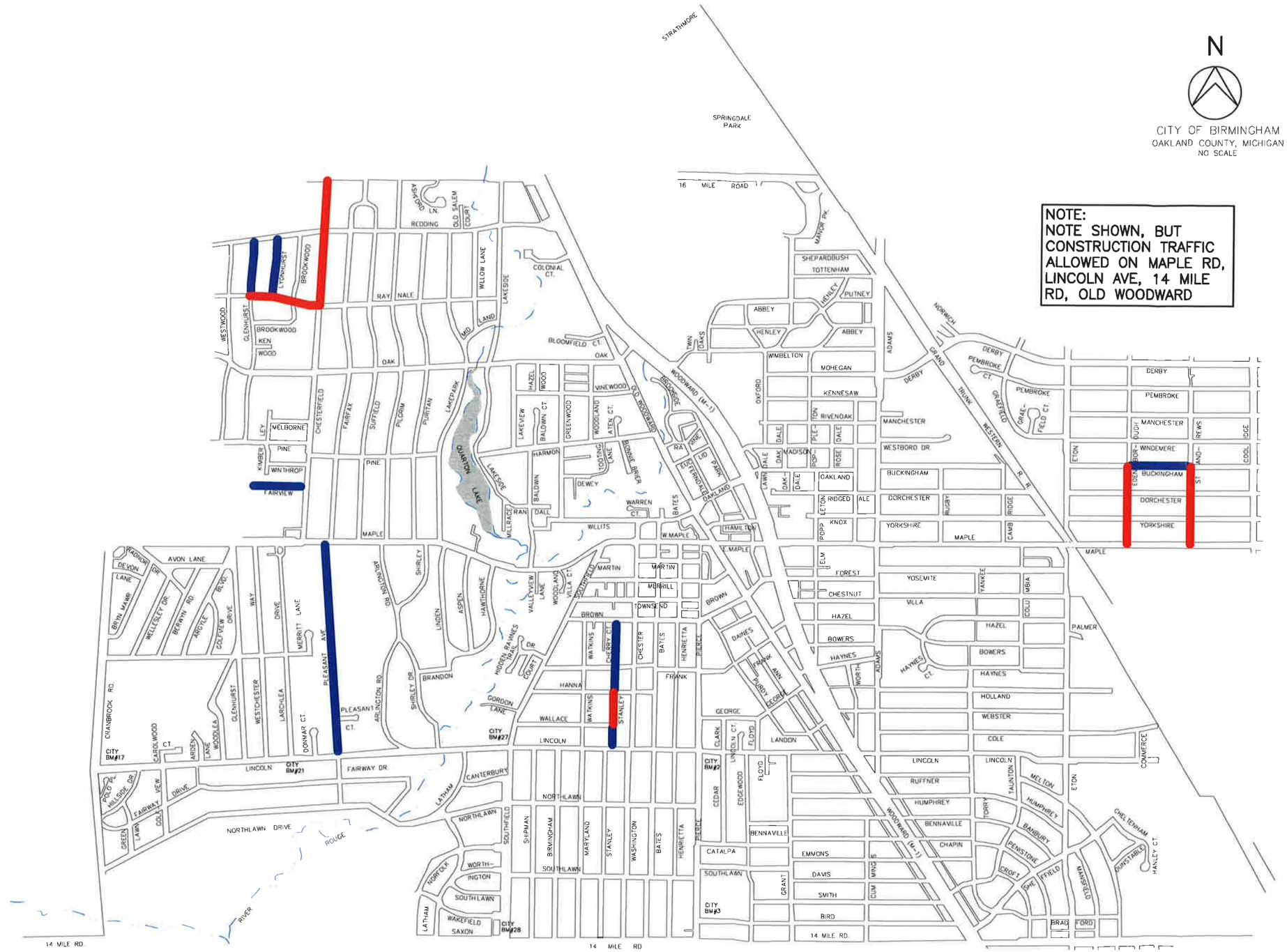

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LEGEND

- AUTHORIZED HAUL ROUTE
- CAPE SEAL ROUTE

CITY OF BIRMINGHAM 2027 CAPE SEAL PROGRAM

HRC JOB NO.	FIGURE NO.
20250832	2
DATE JAN 2026	

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BIRMINGHAM
A WALKABLE CITY

CONCRETE REPAIR PLAN

NOTE:
This map is intended for reference purposes only

BIRMINGHAM
A WALKABLE CITY

CONCRETE REPAIR PLAN

LAKESIDE DR
- Not to Scale -

Sidewalk, Remove
-432 SF

Sidewalk, 4 inch & Concrete Ramp, 6 inch
-432 SF

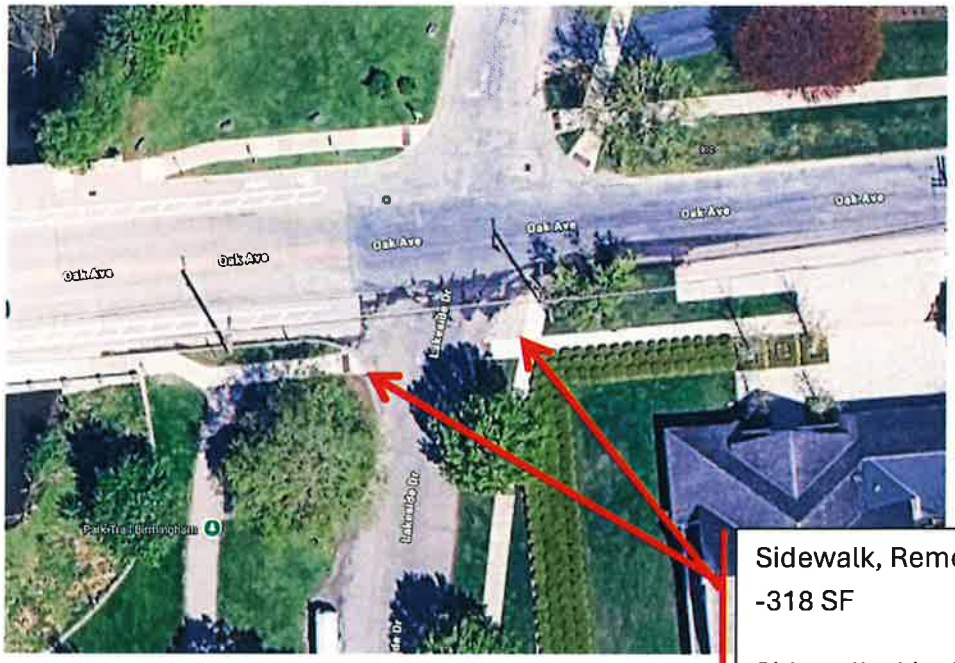
Detectable Warning Surface
-20 FT

NOTE:
This map is intended for reference purposes only

BIRMINGHAM
A WALKABLE CITY

CONCRETE REPAIR PLAN

N



LAKESIDE DR
- Not to Scale -

Sidewalk, Remove
-318 SF

Sidewalk, 4 inch & Concrete Ramp, 6 inch
-318 SF

Detectable Warning Surface
-15 FT

NOTE:
This map is intended for reference purposes only

BIRMINGHAM
A WALKABLE CITY

CONCRETE REPAIR PLAN

NOTE:
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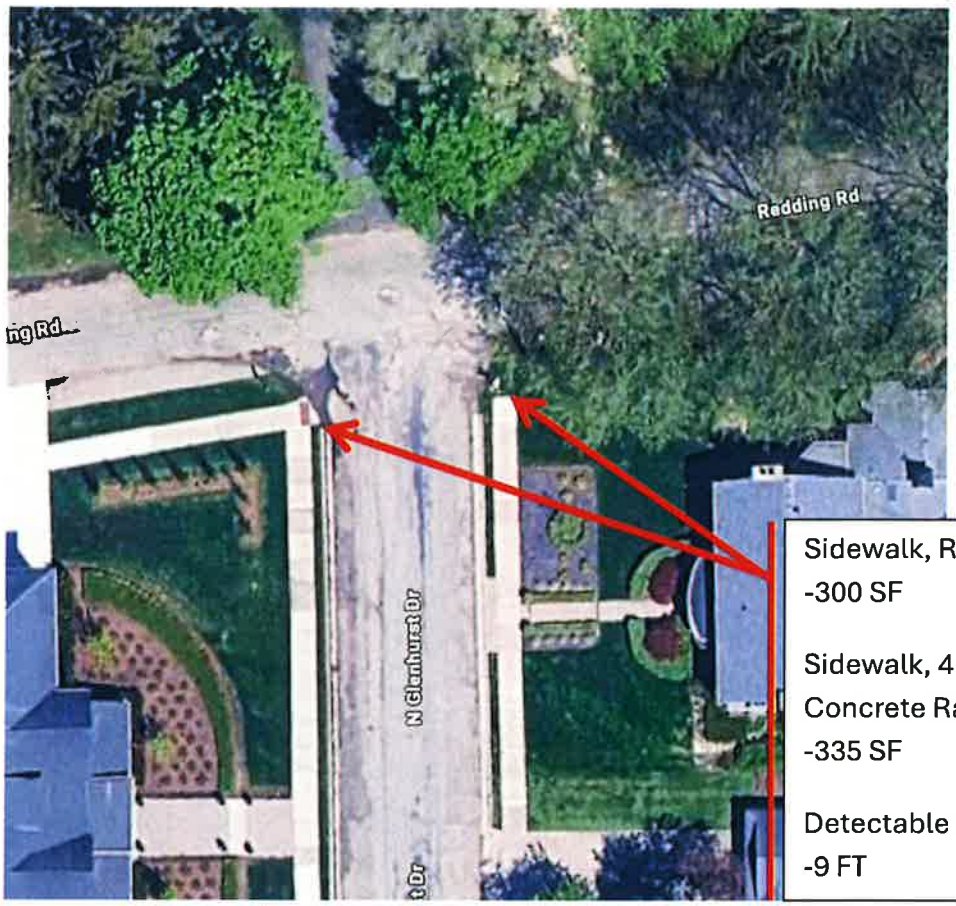
BIRMINGHAM
A WALKABLE CITY

CONCRETE REPAIR PLAN



Sidewalk, Remove
-300 SF

Sidewalk, 4 inch and
Concrete Ramp, 6 inch
-335 SF

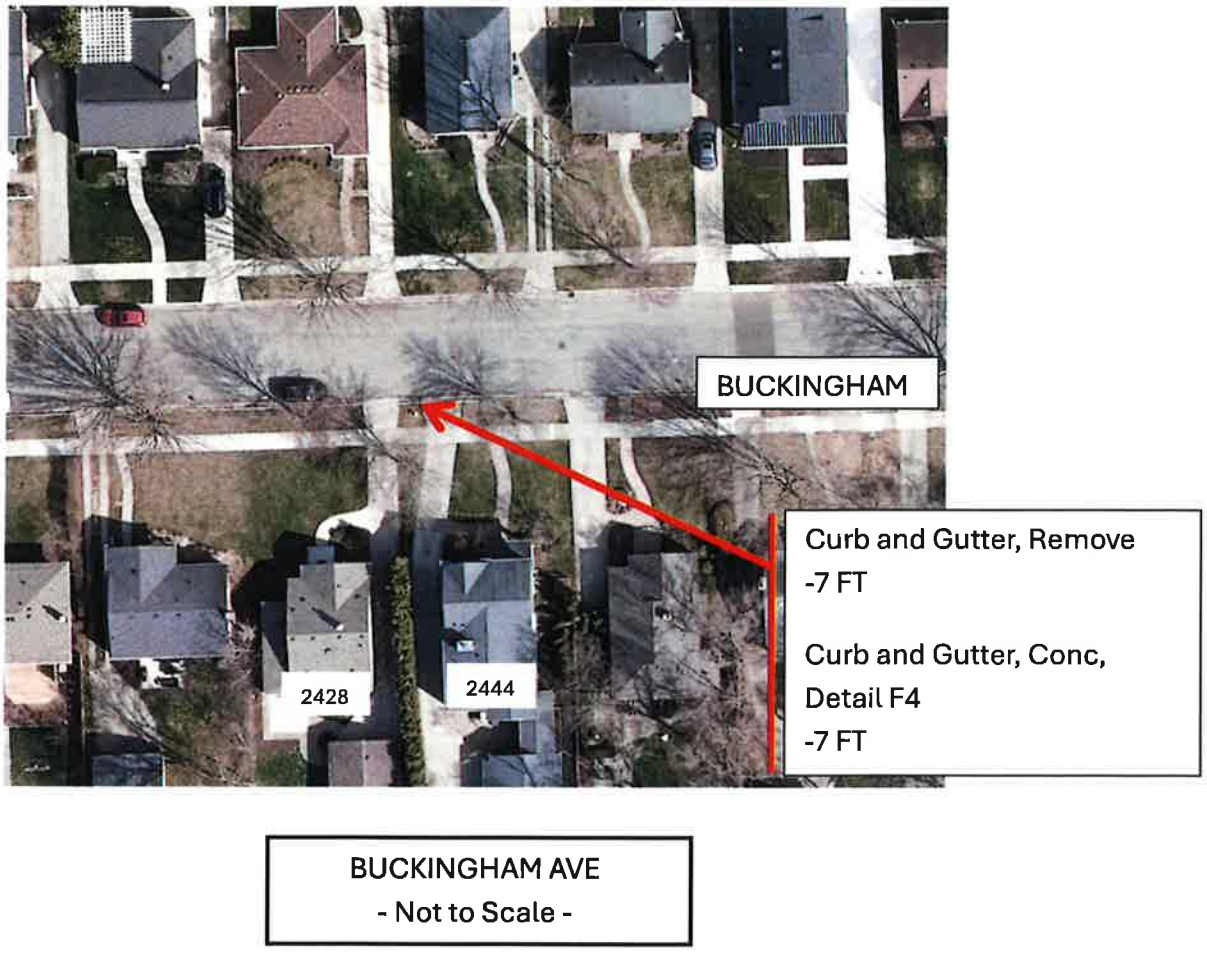
Detectable Warning Surface
-9 FT

N. GLENHURST DRIVE
- Not to Scale -

NOTE:
This map is intended for reference purposes only

BIRMINGHAM
A WALKABLE CITY

CONCRETE REPAIR PLAN



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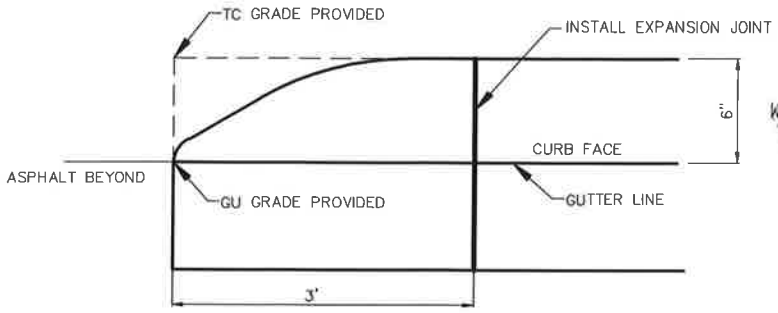

(CT) CURB TAPER DETAIL AT ALL CURB END LOCATIONS

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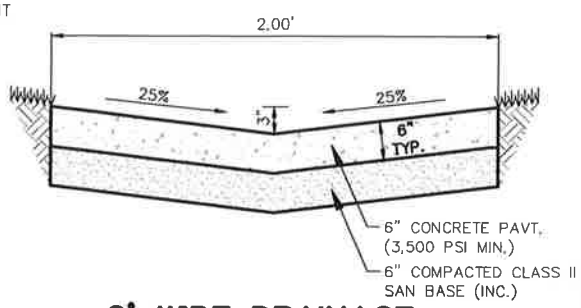

2' WIDE DRAINAGE SPILLWAY DETAIL

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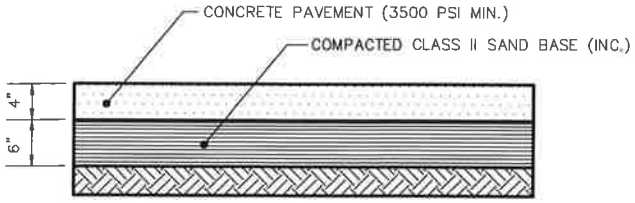

4" CONCRETE SIDEWALK SECTION

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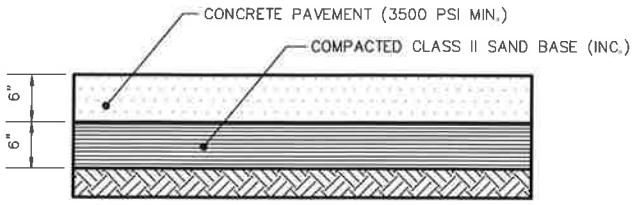

6" CONCRETE SIDEWALK SECTION INCLUDES RAMP

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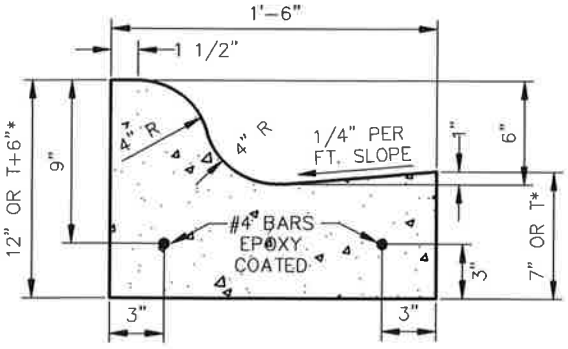
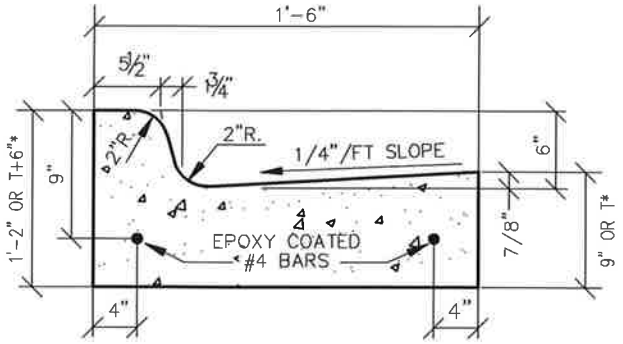


NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

*NOTE: "T" REFERS TO PAVEMENT THICKNESS WHEN CURB IS POURED INTEGRAL

BIRMINGHAM 6" ROLL CURB CONCRETE CURB & STANDARD GUTTER DETAIL

N.T.S.



NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

*NOTE: "T" REFERS TO PAVEMENT THICKNESS WHEN CURB IS POURED INTEGRAL.

MDOT CONCRETE CURB AND GUTTER, STANDARD GUTTER, DETAIL F2

APPLIES TO RAMPS AT WOODWARD & WORTH

N.T.S.

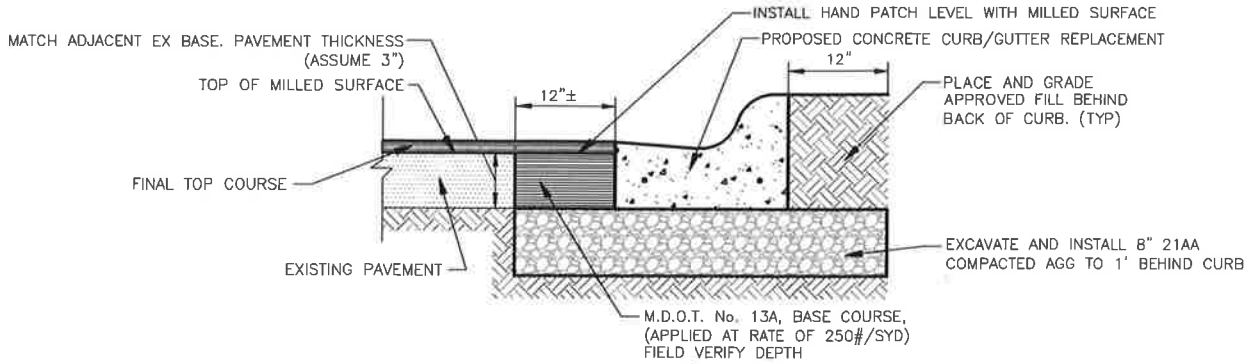
NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:

City of Birmingham
A Walkable Community

Engineering Department
151 Martin Street
Birmingham, MI 48012

SCALE	DATE	DRAWN
N.T.S	3/27/18	CD



CURB REPLACEMENT / HANDPATCH

APPLIES TO PAVEMENT RESURFACING AREAS AND/OR AS SPECIFIED

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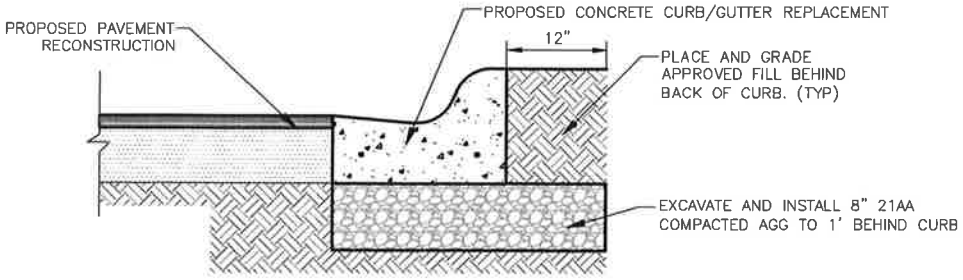

CURB REPLACEMENT ADJACENT TO PAVEMENT RECONSTRUCTION

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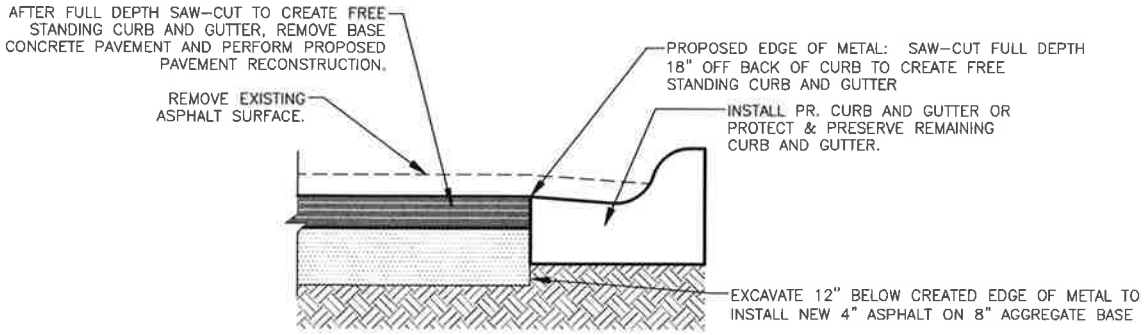


FULL DEPTH PAVEMENT SAWCUT TO CREATE FREESTANDING CURB AND GUTTER

N.T.S.

NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:

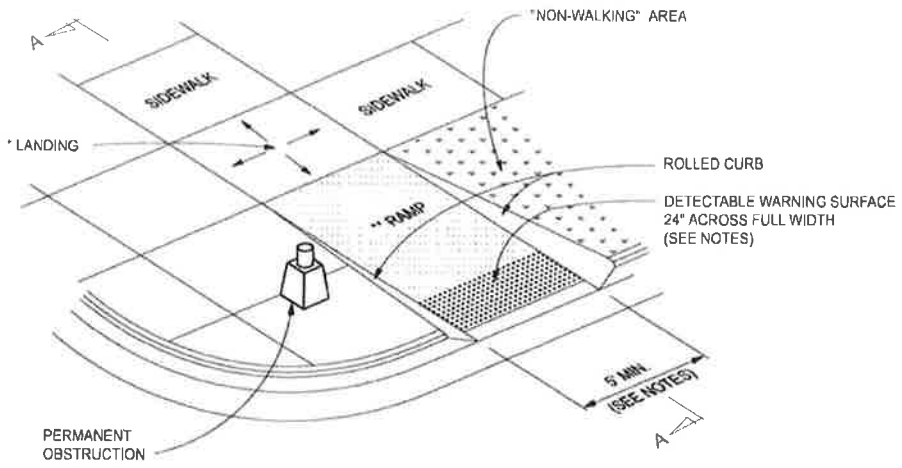
City of Birmingham
A Walkable Community

Engineering Department
151 Martin Street
Birmingham, MI 48012

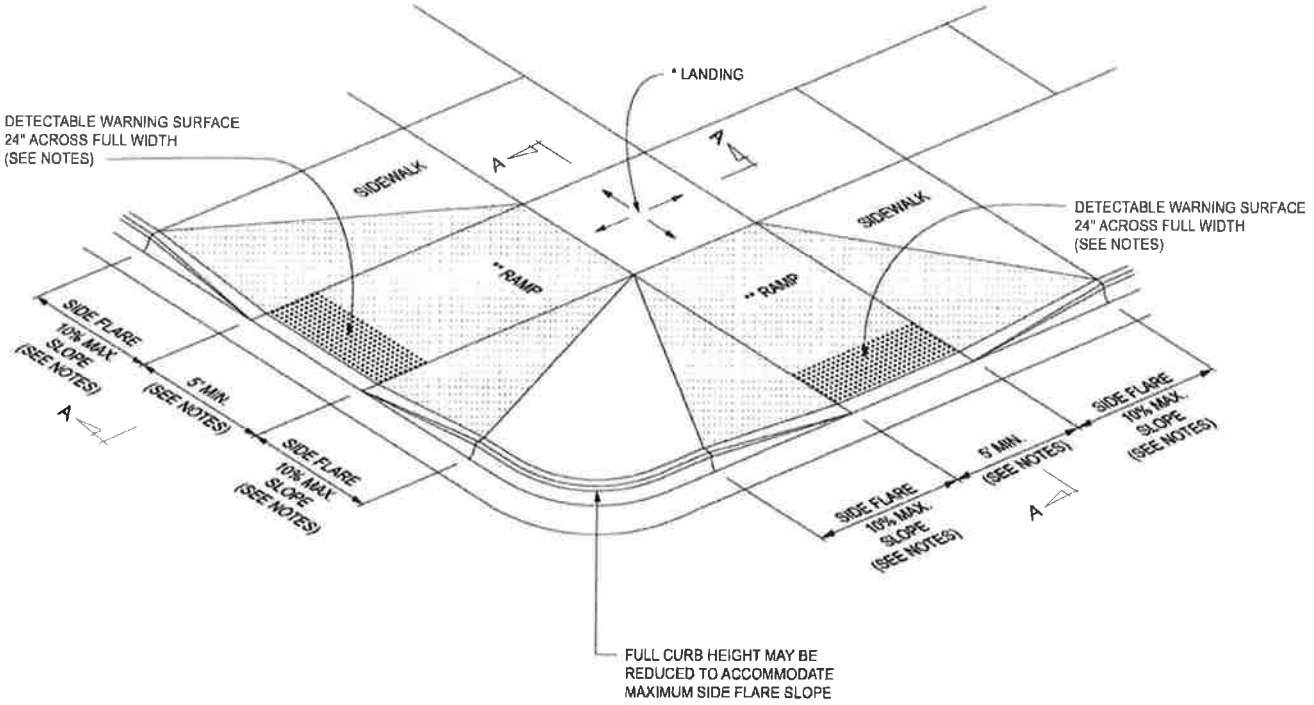
SCALE	DATE	DRAWN
N.T.S	3/27/18	CD

* 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)

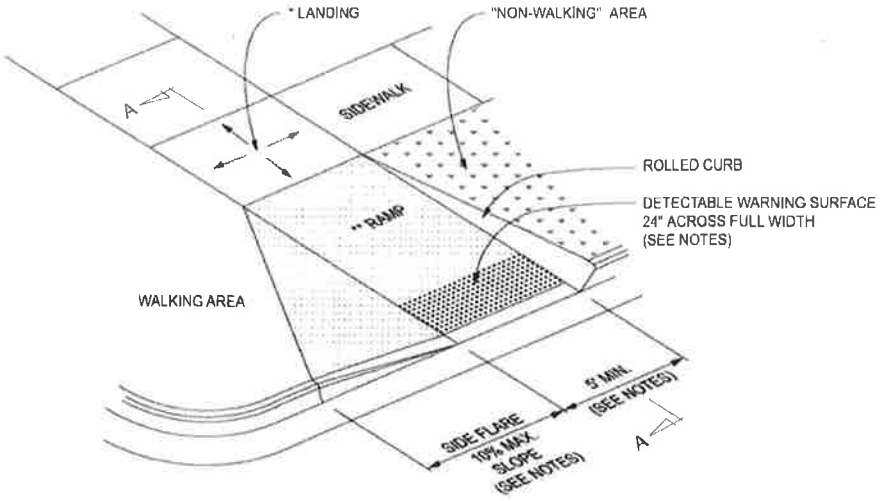


CURB RAMP TYPE F
(FLARED SIDES, TWO RAMPS SHOWN)

APPROVED BY: _____ DIRECTOR, BUREAU OF FIELD SERVICES APPROVED BY: _____ DIRECTOR, BUREAU OF DEVELOPMENT	MDOT Michigan Department of Transportation DEPARTMENT DIRECTOR BRADLEY C. WIEFERICH, PE	STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS		
		(SPECIAL DETAIL) FHWA APPROVAL	11/08/2023 PLAN DATE	R-28-K	SHEET 1 OF 7

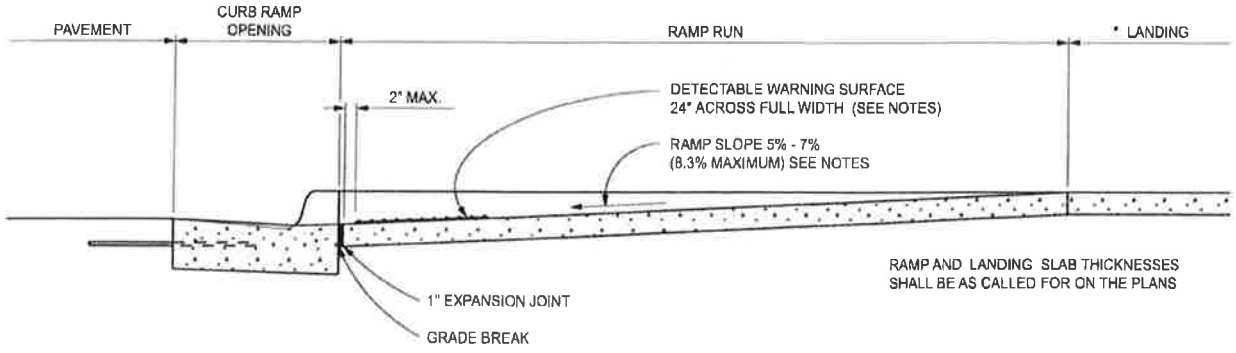
* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.1%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



CURB RAMP TYPE RF

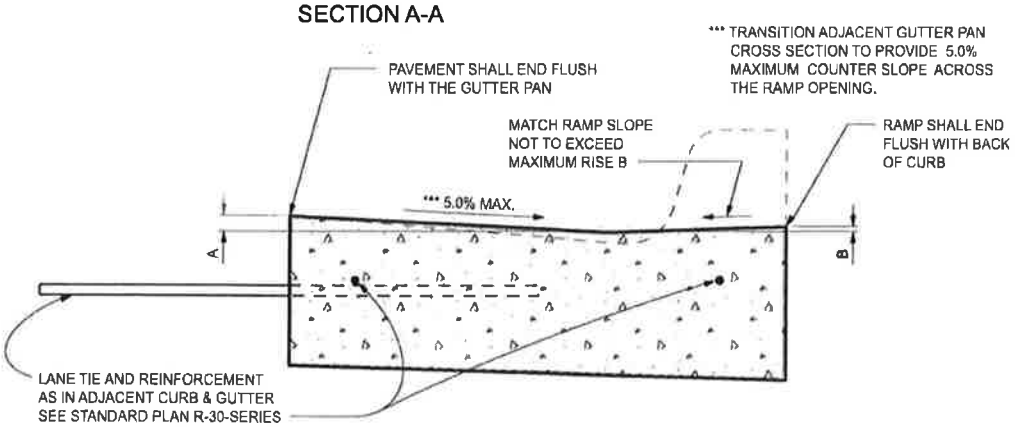
(ROLLED / FLARED SIDES)



SECTION A-A

CURB TYPE	MAXIMUM RISE (INCHES)	
	A	B
B1	¾	1
B2	¾	1
B3	¾	1
D1	¾	1
D2	¾	1
D3	¾	1
C1	½	½
C2	½	½
C3	¾	½
C4	¾	½
C5	1	½
C6	1	½
F1	½	½
F2	½	½
F3	¾	½
F4	¾	½
F5	1	½
F6	1	½

FOR CURB TYPES SEE STANDARD PLAN R-30-SERIES



SECTION THROUGH CURB RAMP OPENING

(TYPICAL ALL RAMP TYPES)

MDOT Michigan Department of Transportation

DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, P.E.

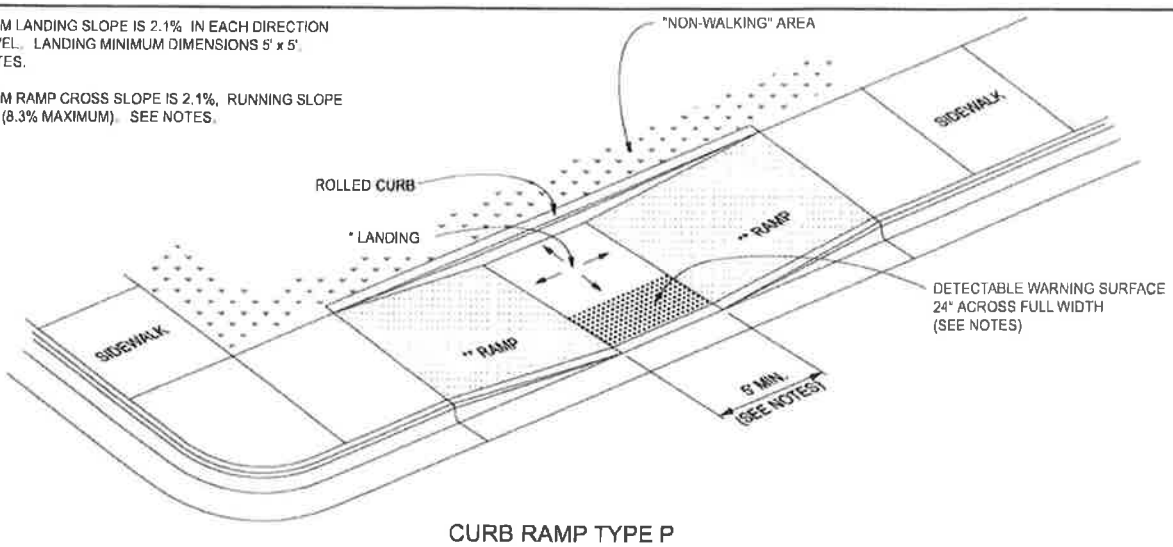
STANDARD PLAN FOR
CURB RAMP AND
DETECTABLE WARNING DETAILS

(SPECIAL DETAIL) FHWA APPROVAL	11/08/2023 PLAN DATE	R-28-K	SHEET 2 OF 7

SECT

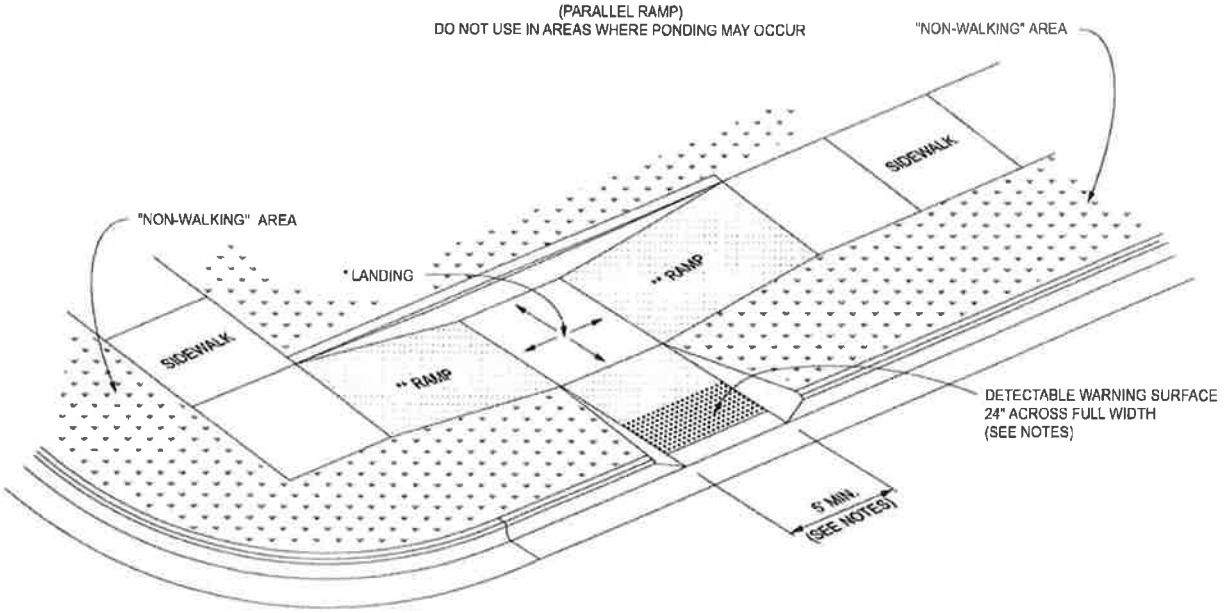
* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.1%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



CURB RAMP TYPE P

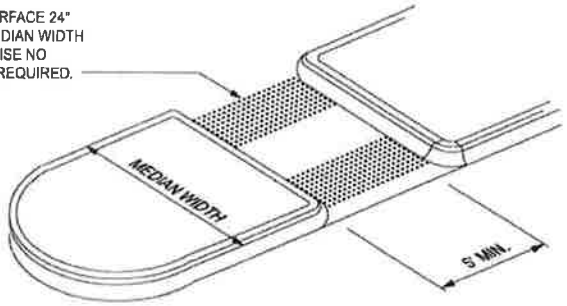
(PARALLEL RAMP)
DO NOT USE IN AREAS WHERE PONDING MAY OCCUR



CURB RAMP TYPE C

(COMBINATION RAMP)

DETECTABLE WARNING SURFACE 24" ACROSS FULL WIDTH IF MEDIAN WIDTH IS AT LEAST 6'-0". OTHERWISE NO DETECTABLE WARNING IS REQUIRED.



CURB RAMP TYPE M

(MEDIAN ISLAND)

MDOT Michigan Department of Transportation

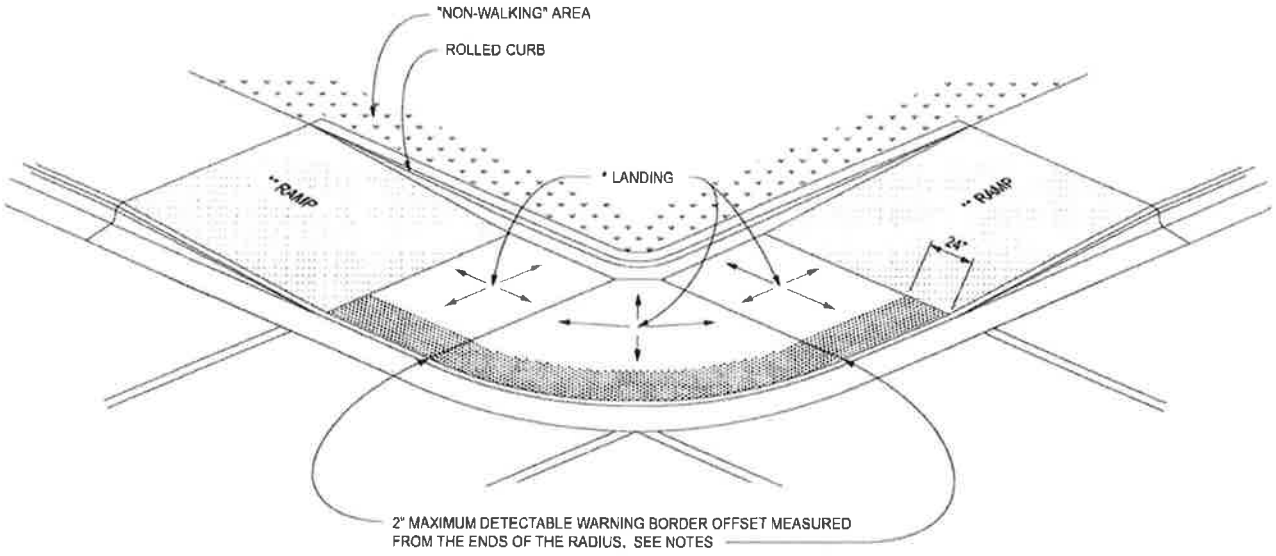
DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR
CURB RAMP AND
DETECTABLE WARNING DETAILS

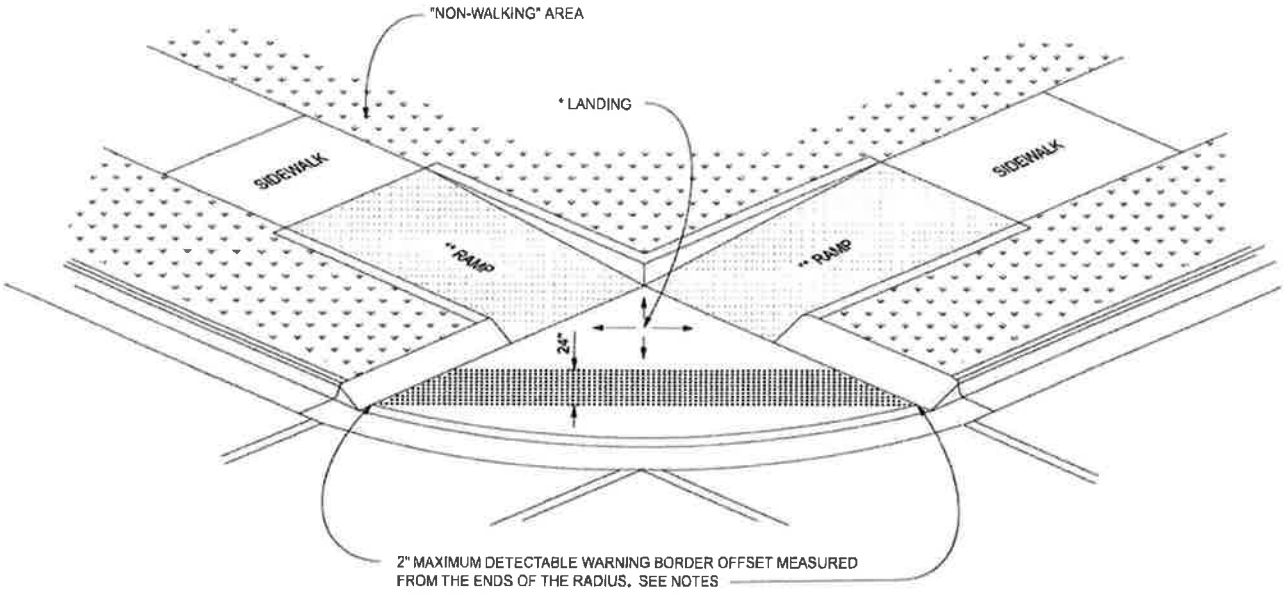
(SPECIAL DETAIL) FHWA APPROVAL	11/08/2023 PLAN DATE	R-28-K	SHEET 3 OF 7

* 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.



(RADIAL DETECTABLE WARNING SHOWN)



(TANGENT DETECTABLE WARNING SHOWN)

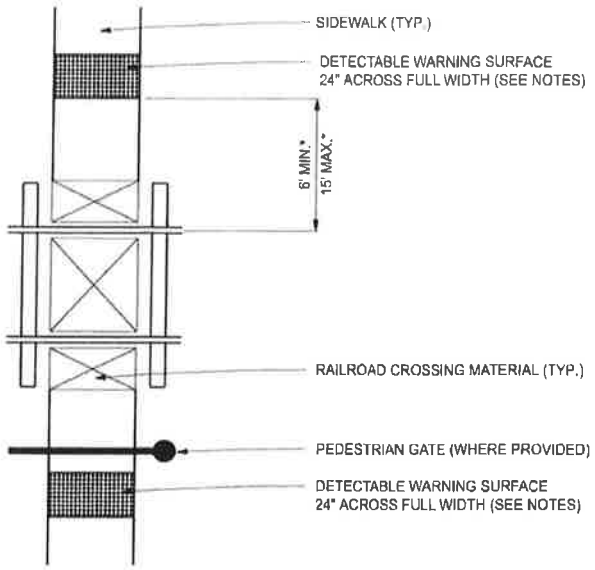
CURB RAMP TYPE D

(DEPRESSED CORNER)

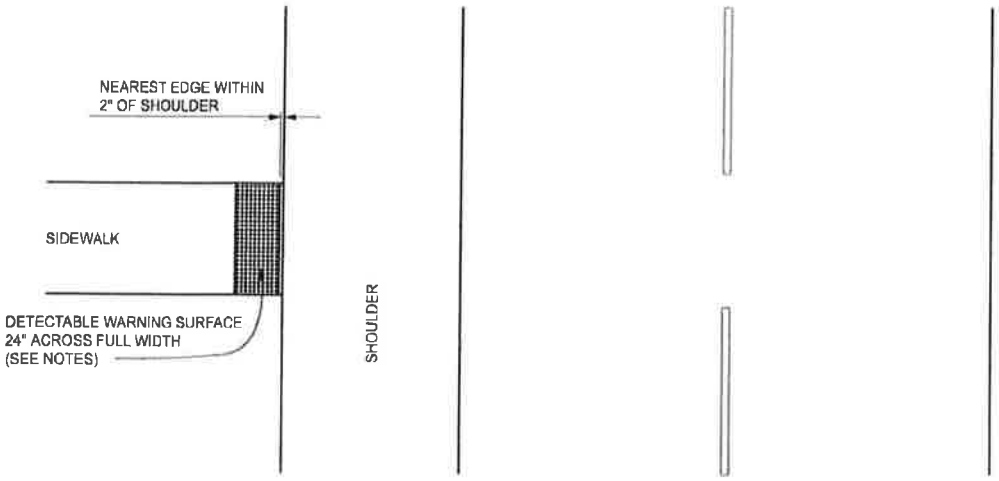
USE ONLY WHEN INDEPENDENT DIRECTIONAL RAMPS CAN NOT BE CONSTRUCTED FOR EACH CROSSING DIRECTION

MDOT Michigan Department of Transportation DEPARTMENT DIRECTOR BRADLEY C. WIEFFERICH, PE	STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS			
	(SPECIAL DETAIL) FHWA APPROVAL	11/08/2023 PLAN DATE	R-28-K	SHEET 4 OF 7
				SECT

* 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



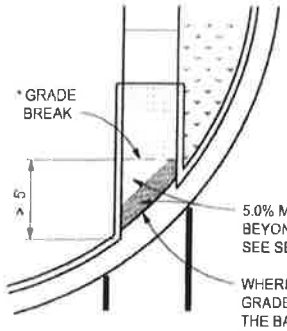
DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

MDOT Michigan Department of Transportation

DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR
CURB RAMP AND
DETECTABLE WARNING DETAILS

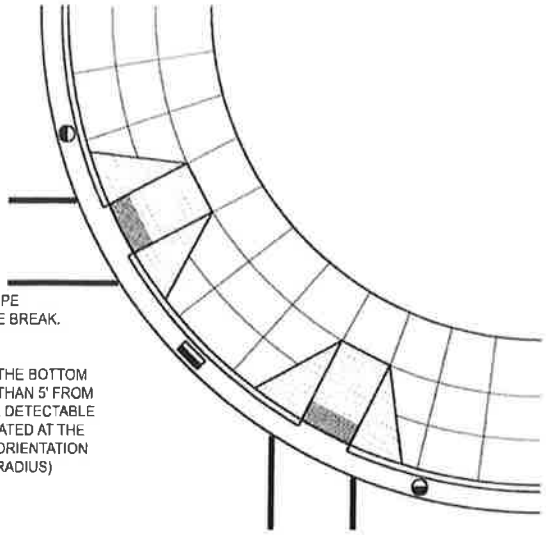
(SPECIAL DETAIL) FHWA APPROVAL	11/08/2023 PLAN DATE	R-28-K	SHEET 5 OF 7



5.0% MAX. RUNNING SLOPE BEYOND BOTTOM GRADE BREAK. SEE SECTION B-B

WHERE EITHER END OF THE BOTTOM GRADE BREAK IS MORE THAN 5' FROM THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED AT THE BACK OF CURB. (DOME ORIENTATION IS NOT SIGNIFICANT ON RADIUS)

CURB RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK OFFSET GREATER THAN 5')

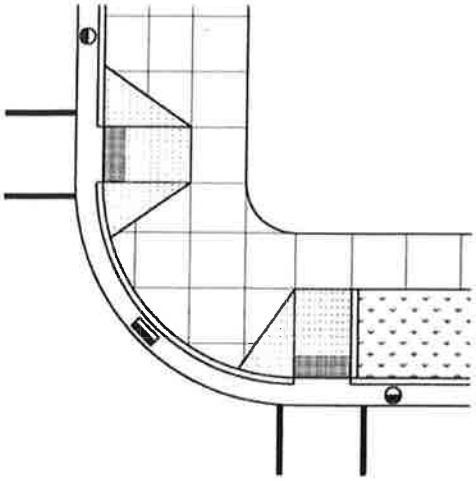


CURB RAMP PERPENDICULAR TO RADIAL CURB (TYPE F SHOWN)

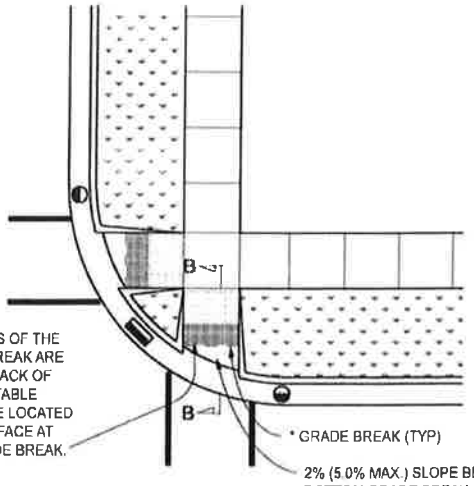
(USE WITH RADIAL CURB WHEN THE CROSSWALK AND CURB RAMP ARE NOT ALIGNED)

LEGEND

- SLOPED SURFACE
- DETECTABLE WARNING
- "NON-WALKING" AREA
- CROSSWALK MARKING
- PREFERRED LOCATION OF DRAINAGE INLET (TYP.)
- ALTERNATE LOCATION OF DRAINAGE INLET (TYP.)



CURB RAMP PERPENDICULAR TO TANGENT CURB
(TYPE F AND TYPE RF SHOWN)

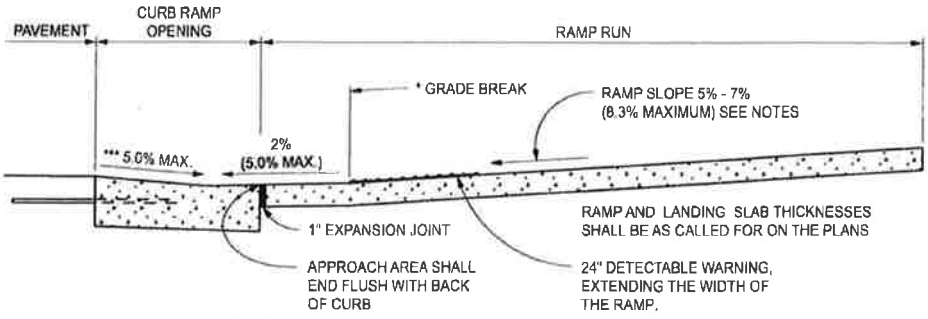


WHERE BOTH ENDS OF THE BOTTOM GRADE BREAK ARE WITHIN 5' OF THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED ON THE RAMP SURFACE AT THE BOTTOM GRADE BREAK.

* GRADE BREAK (TYP)

2% (5.0% MAX.) SLOPE BEYOND BOTTOM GRADE BREAK

CURB RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK OFFSET LESS THAN 5')



* GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL.

*** TRANSITION ADJACENT GUTTER PAN CROSS SECTION TO PROVIDE 5.0% MAXIMUM COUNTER SLOPE ACROSS THE RAMP OPENING,

SEE SHEET 2 FOR CURB RAMP OPENING DETAILS.

SECTION B-B

CURB RAMP ORIENTATION

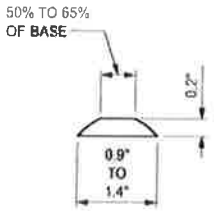
MDOT Michigan Department of Transportation

DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, P.E.

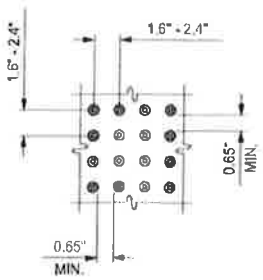
STANDARD PLAN FOR
CURB RAMP AND DETECTABLE WARNING DETAILS

(SPECIAL DETAIL) FHWA APPROVAL	11/08/2023 PLAN DATE	R-28-K	SHEET 6 OF 7

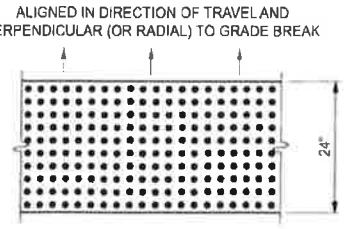
SECT



DOME SECTION



DOME SPACING



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

CURB RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP. WHERE CONDITIONS PERMIT, IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT FEASIBLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

CURB RAMPS WITH A RUNNING SLOPE ≤ 5% DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE NOT GREATER THAN 2.1% PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.1%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN ½". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE CURB RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

MDOT
Michigan Department of Transportation

DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR
CURB RAMP AND
DETECTABLE WARNING DETAILS

(SPECIAL DETAIL) FHWA APPROVAL	11/08/2023 PLAN DATE	R-28-K	SHEET 7 OF 7

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/17/2026

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

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

PRODUCER
VTC Insurance Group
37000 Grand River Ave Ste 150
Farmington Hills MI 48335

CONTACT NAME: Lyndsay Lee
PHONE (A/C, No, Ext): (248)471-0970 **FAX (A/C, No):** (248)471-0641
E-MAIL ADDRESS: llee@vtcins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Union Insurance Company	
INSURER B: Accident Fund National Ins Comp	12305
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Highway Maintenance and Construction Company
PO Box 74411
Romulus MI 48174-0411

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X X,C,U Included X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	Y	CPA3275481	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X	Y	CPA3275481	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			CPA3275481	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	100018497	4/1/2025	4/1/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equipment			CPA3275481	4/1/2025	4/1/2026	Equipment Limit	$250,000
							Deductible	$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 2026 & 2027 Cape Seal Contract #5-26 (P) & #5-27 (P). Where required by written contract, Hubble, Roth & Clark, Inc and City of Birmingham, including all elected and appointed officials, all employees, volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are additional insured for General Liability as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. General Liability, Auto & Workers Comp policies include waiver of subrogation on behalf of add'l insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form

CERTIFICATE HOLDER
City of Birmingham
151 Martin St
Birmingham, MI 48012

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

AUTHORIZED REPRESENTATIVE
Alan Chandler/TDAVIS

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COMMENTS/REMARKS

over General Liability, Auto & Work Comp.

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **04/01/2025** Policy No. **AF WCP 100018497 04** Endorsement No.
Insured **HIGHWAY MAINTENANCE AND CONSTRUCTION COMPANY** Premium: **$0**

Insurance Company **ACCIDENT FUND NATIONAL INSURANCE COMPANY** Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name of Coverage Extensions	Limit or Included
A.	Additional Insured by Contract Or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
B.	Airbags - Extended Coverage	Included
C.	Audio, Visual & Data Electronic Equipment Coverage (Including Telematics Tracking Equipment)	$1,000
D.	Auto Loan/Lease Gap Coverage	$2,500
E.	Autos Rented by Employees	Included
F.	Bail Bonds - Extended Coverage	$5,000
G.	Broad Form Named Insured Including Newly Acquired or Formed Organizations	Included
H.	Custom Signs & Decorations	Included
I.	Employees as Insureds	Included
J.	Fellow Employee Coverage	Included
K.	Glass Repair – No Deductible	Included
L.	Hired Auto Physical Damage and Increased Loss of Use Expenses Loss of use (Per Day / Maximum)	$100,000 $500 / $3,500
M.	Knowledge Of An Accident, Claim, Suit Or Loss	Included
N.	Loss Of Earnings - Extended Coverage	$1,000
O.	Rental Reimbursement Coverage	
	Maximum Rental Expenses Per Day	$75
	Maximum Rental Expenses Because Of Loss To Any One Covered "Auto"	$3,375
	Maximum Rental Expenses Because Of Loss To All Covered "Autos" In Any One Policy Period	$15,000
P.	Resultant Mental Anguish	Included
Q.	Towing And Labor Coverage Extension	$100
R.	Transportation Expenses - Coverage Extension (Per Day / Maximum)	$75 / $2,500
S.	Unintentional Failure To Disclose Hazards	Included
T.	Waiver Of Subrogation By Contract Or Agreement	Included

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The above is a summary only. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage:**

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1.** Who Is An Insured of Section **II** – Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".
3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.
4. The most we will pay on behalf of such additional insured(s) is the lesser of:
   a. The Limits of Insurance specified in the written contract or agreement described above; or
   b. The Limits of Insurance shown in the Declarations.

   This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.
5. The following changes are made to Paragraph **5.** Other Insurance of **B.** General Conditions under Section **IV** – Business Auto Conditions:
   a. The following is added to Paragraph **5.a.**:

      If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.
   b. Paragraph **5.c.** is deleted in its entirety.
6. Paragraph **A.1.c.** under Section **II** - Covered Autos Liability Coverage is deleted in its entirety.
7. The definition of "insured contract" under Section **V** – Definitions is amended to add the following:

   An "insured contract" does not include that part of any contract or agreement: That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

B. AIRBAGS- EXTENDED COVERAGE

Section **III – Physical Damage Coverage,** Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

C. AUDIO, VISUAL & DATA ELECTRONIC EQUIPMENT COVERAGE (Including Telematics Tracking Equipment)

Physical Damage Coverage is amended as follows:

1. In Section **III** – Physical Damage Coverage, Paragraphs **B.4.c.** and **B.4.d.** do not apply to:
   a. Global positioning systems; or
   b. "Telematics devices";

   which are not:
   (1) Permanently installed in or upon the covered "auto";
   (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

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(3) An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or;

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

2. In the event of a "loss" to a covered "auto", the most we will pay for "loss" to global positioning systems and "telematics devices" in any one covered "auto" is the lesser of:

a. The actual cash value of the damaged or stolen property at the time of loss;

b. The cost of repairing or replacing damaged or stolen property with other property of like kind and quality; or

c. $1,000

3. For each covered "loss", a deductible of $100 shall apply.

"Telematics Devices" include devices that are not installed by the vehicle manufacturer and that are designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes global positioning systems and wireless safety communication devices.

Cellular, mobile and smart phones are not considered global positioning systems or "telematics devices" for purposes of this coverage provision.

D. AUTO LOAN/LEASE GAP COVERAGE

The following is added to **Section III – Physical Damage Coverage**, Paragraph **C.**:

In the event of a total "loss" to a covered "auto", we will pay up to $2,500 on the unpaid amount due on the lease or loan for a covered "auto", less:

The amount paid under the Physical Damage Coverage section of the policy; and any:

1. Overdue or any deferred lease/loan payments at the time of the "loss";

2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

3. Security deposits not returned by the lessor;

4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

5. Carry-over balances from previous loans or leases.

Coverage provided under this extension will be excess over any other collectible insurance including, but not limited to, any coverage provided by or purchased from the lessor or any financial institution.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

E. AUTOS RENTED BY EMPLOYEES

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.**:

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business

F. BAIL BONDS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

G. BROAD FORM NAMED INSURED INCLUDING NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to sub paragraph **A1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**:

For any covered "auto";

Any organization, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest of more than 50 percent on the effective date of this endorsement and for

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which you are obligated prior to the loss to provide insurance, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance.

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.
3. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. CUSTOM SIGNS & DECORATIONS

Physical Damage coverage on a covered "auto" extends to "loss" to custom signs and decorations including custom murals, paintings or other decals or graphics.

Our limit of liability for each "loss" to custom signs and decorations shall be the least of:

(1) Actual cash value of the stolen or damaged property;

(2) Amount necessary to repair or replace the property; or

This coverage does not apply to Hired Auto Physical Damage Coverage.

I. EMPLOYEES AS INSUREDS

Section II - Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

(2) Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision, **I.** EMPOYEES AS INSUREDS, does not apply if separate Employee as Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

J. FELLOW EMPLOYEE COVERAGE

Exclusion **B. 5.** of **Section II - Covered Autos Liability Coverage** is deleted and replaced with the following:

5. Fellow Employee

a. "Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, this exclusion does not apply to liability incurred by your "employees" that are "executive officers".

No "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a workers' compensation law or any similar law.

For the purpose of Fellow Employee Coverage only, paragraph **B.5.** of **Business Auto Conditions** is changed as follows:

This **Fellow Employee Coverage** is excess over any other collectible insurance.

As used in this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

K. GLASS REPAIR – NO DEDUCTIBLE

The following is added to Section III – Physical Damage Coverage, Paragraph **D.:**

3 Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" when you elect to patch or repair glass rather than replace.

L. HIRED AUTO PHYSICAL DAMAGE AND INCREASED LOSS OF USE EXPENSES

Section III – Physical Damage Coverage, A. 4 Coverage Extensions is amended to

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include the following:

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you lease, hire, rent or borrow without a driver, subject to the following provisions:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of $100,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

   The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.
3. Coverage provided under this extension will be excess over any other collectible insurance you have.

Paragraphs 1 through 3 above do not apply if separate Hired Auto Physical Damage is indicated in the declarations.

For "autos" you lease, hire, rent or borrow covered under this Hired Auto Physical Damage Coverage extension or under separate coverage provided in the declarations, the limits in subparagraph **b. Loss Of Use Expenses** under paragraph **4. Coverage Extensions** as found in paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, are increased to $500 per day, to a maximum of $3,500.

M. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **Section IV – Business Auto Conditions**, Paragraph **A.2.**:

Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.

Notice of an "accident" or "loss" to your Workers' Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers' Compensation policy.

N. LOSS OF EARNINGS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 a day because of time off from work.

O. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following;
   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
   b. 45 days.
3. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. The maximum rental expenses

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indicated below:

(1) Not more than $75 per day;

(2) The maximum rental expenses shown below:

(a) $3,375 because of "loss" to any one covered "auto";

(b) $15,000 because of all "loss" to all covered "autos" in any one policy period.

4. We will pay up to an additional $300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

P. RESULTANT MENTAL ANGUISH

Section V - Definitions, Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Q. TOWING AND LABOR COVERAGE EXTENSION

The following is added to **Section III – Physical Damage Coverage,** paragraph **A.2.**:

1. We will pay up to $100 for a covered "auto" for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

R. TRANSPORTATION EXPENSES - COVERAGE EXTENSION

Paragraph **A.4.a. Transportation Expenses** of **Section III – Physical Damage Coverage** is amended as follows:

1. The Limits of Insurance are increased to $75 per day to a maximum of $2,500.

2. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

S. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Business Auto Conditions**, Paragraph **B.2.**:

If you unintentionally fail to disclose any hazards existing at the inception of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.5.**:

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you have agreed under written contract or agreement to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived prior to the "accident" or the "loss".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED WHILE UNDER CONTRACT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Ongoing Operations

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

   a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy with respect to your ongoing operations; and

   b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **A.1.a.** above.

2. With respect to the insurance afforded to the additional insured under Paragraphs **A.1.a.** and **A.1.b.** above, the following limitations apply:

   a. If the written contract or written agreement requires you to add that person or organization as an additional insured to your policy with respect to **liability arising out of** your ongoing operations, then such person or organization is an additional insured, but only with respect to liability **arising out of** your ongoing operations performed under the written contract or written agreement.

   b. If the written contract or written agreement does not require you to add that person or organization as an additional insured to your policy with respect to liability **arising out of** your ongoing operations, then such person or organization is an additional insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" **caused in whole or in part by** your ongoing operations performed under the written contract or written agreement.

B. Completed Operations:

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

   a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy with respect to "your work" included in the "product-completed operations hazard"; and

   b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **B.1.a.** above.

2. With respect to the insurance afforded to the additional insured under Paragraphs **B.1.a.** and **B.1.b.** above, the following limitations apply:

   a. If the written contract or written agreement requires you to add that person or organization as an additional insured to your policy with respect to liability **arising out of** "your work" and included in the "products-completed operations hazard", then such person or organization is an additional insured, but only with respect to liability **arising out of** "your work" performed under the written contract or written agreement and included in the "products-completed operations hazard".

   b. If the written contract or written agreement does not require you to add that person or organization as an additional insured to your policy with respect to liability **arising out of** "your work" and included in the

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"products-completed operations hazard", then such person or organization is an additional insured, but only with respect to "bodily injury", "property damage", or "personal and advertising injury" **caused in whole or in part by** "your work" performed under the written contract or written agreement and included in the "products-completed operations hazard".

C. The coverages provided in Paragraphs **A. Ongoing Operations** and **B. Completed Operations**:

1. Do not apply unless the written contract or written agreement has been fully executed by all parties prior to when any "bodily injury", "property damage", or "personal advertising injury" first occurs;
2. Only apply to the extent permitted by law; and
3. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. Exclusions

1. With respect to the insurance afforded to the additional insured under Paragraph **A. Ongoing Operations**, the following exclusion applies:

   This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work on the project, (other than service; maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

2. With respect to the insurance afforded to the additional insured under Paragraphs **A. Ongoing Operations** and **B. Completed Operations**, the following exclusion applies:

   This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" **arising out of** the rendering of, or failure to render, any professional architectural, engineering, or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications, or

   b. Supervisory, inspection, architectural, or engineering services.

E. With respect to the insurance afforded to the additional insured under Paragraphs **A. Ongoing Operations** and **B. Completed Operations**, the following is added to **SECTION III - LIMITS OF INSURANCE**:

1. The most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the written contract or written agreement; or

   b. Available under the applicable limits of insurance shown in the Declarations;

   Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

F. With respect to the insurance afforded to the additional insured under Paragraphs **A. Ongoing Operations** and **B. Completed Operations**, the following is added to Paragraph **4.a. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** and supersedes any provision to the contrary:

1. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured under the policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other provisions, conditions, and exclusions of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Property Damage to Borrowed Equipment and Tools	$15,000
B.	Construction Project General Aggregate Limit	Included
C.	Limited Job Site Pollution	$100,000
D.	Contractual Liability - Railroads	Included
E.	Extended Property Damage	$25,000 Per Occurrence/ $50,000 Annual Aggregate
F.	Extension of Coverage to Co-Employee	Included

A. PROPERTY DAMAGE TO BORROWED EQUIPMENT AND TOOLS

1. **Section I - Coverages - coverage A Bodily Injury and Property Damage Liability -** Paragraph **2.j.** is amended as follows:

   Paragraphs **2.j.(3)** and **2.j.(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

2. In regards to coverage provided under **A.1.** of this endorsement only, **Section III - Limits of Insurance** is deleted and replaced by the following:

   The most we will pay in any one "occurrence" for "property damage" to borrowed equipment and tools is the amount shown in the Schedule above. This limit of insurance is the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. **Deductible**

   In regards to coverage provided under **A.1.** of this endorsement only, the following apply:

   a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of $250 as applicable to "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

   b. The terms of this insurance, including those with respect to our right and duty to defend the insured against any "suits" seeking those damages; and your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.

   c. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as we have paid.

B. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Coverage A (Section I)**, and for all medical expenses caused by accidents under **Coverage C (Section I)**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

   a. A Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

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b. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.

d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Coverage A (Section I)**, and for all medical expenses caused by accidents under **Coverage C (Section I)**, which cannot be attributed only to ongoing operations at a single designated construction project away from premises owned by or rented to the insured:

a. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

b. Such payments shall not reduce any Single Construction Project General Aggregate Limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.

4. If the applicable construction project away from premises owned by or rented to the insured has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. The provisions of **Section III - Limits of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

C. LIMITED JOB SITE POLLUTION

1. Exclusion **f.** under **Section I - Coverages - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) At or from a storage tank or other container, ducts or piping which is below or partially below the surface of the ground or water or which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" arises at or from any premises, site or location which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

Subparagraph **(b)** does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(2) Any loss, cost or expense arising out of any:

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(a) Request, demand, order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for those sums the insured becomes legally obligated to pay as damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

2. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. The "Each Occurrence Limit" shown in the Declarations does not apply.

b. Paragraph **7.** Of **Section III - Limits of Insurance** does not apply.

c. Paragraph **1.** of **Section III - Limits of Insurance** is replaced by the following:

The Limits Of Insurance shown in this endorsement, or in the Declarations and the rules below fix the most we will pay regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

d. The following are added to **Section III - Limits of Insurance:**

(1) Subject to paragraph **2.** or **3.**, whichever applies, the most we will pay for the sum of:

(a) Damages under **Coverage A;** and

(b) Medical expenses under **Coverage C**, if **Coverage C - Medical Payments** is not otherwise excluded from this policy and subject to the Medical Expense Limit shown in the policy;

because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" is $100,000.

D. CONTRACTUAL LIABILITY - RAILROADS

For the purposes of the coverage provided under this endorsement, **Section V - Definitions** is amended as follows:

Definition 9. Insured Contract is amended as follows:

1. Paragraph **9.c.** is deleted in its entirety and replaced with the following:

Any easement or license agreement;

2. Paragraph **9.f.(1)** is deleted in its entirety.

E. EXTENDED PROPERTY DAMAGE

The following is added to **Section I - Coverages, Coverage A - Bodily Injury and Property Damage Liability**:

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

a. Personal property of others while in the care, custody and control of the insured; or

b. That particular part of real property on which you or any contractors or subcontractor working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

For the purposes of the coverage provided by the Extended Property Damage only, Exclusions **j.(4), j.(5)** and **j.(6)** are deleted in their entirety.

2. The amount we will pay for damages under the Extended Property Damage coverage is limited to the Per Occurrence and Annual Aggregate limits shown in the Schedule above.

3. The insurance provided by the Extended Property Damage coverage does not apply to "property damage" included within the "products-completed operations hazard", the "collapse hazard", the "explosion hazard", or the "underground property damage hazard".

4. A deductible of $500 per claim is applicable to the Extended Property Damage coverage. The deductible does not reduce the limit of insurance.

5. For the purposes of the coverage provided under the Extended Property Damage, the following definitions are added to **Section V - Definitions**:

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a. "Collapse hazard" includes structural property damage and any resulting "property damage" to any property at any time.

b. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

c. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

d. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, and similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

F. EXTENSION OF COVERAGE TO CO-EMPLOYEE

Section II - Who is an Insured, paragraph **2.1.(1)** is replaced by the following:

(1) "Bodily injury" or "personal and advertising injury";

(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or

(c) Arising out of his or her providing or failing to provide professional health care services.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SNOW PLOW OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Within the "products-completed operations hazard", Exclusion **g.** under Section **I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to any "auto" used for snow plow operations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits **1.** Bail Bonds **2.** Loss Of Earnings	 $ 3,000 $ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

a. The written contract or written agreement is:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Fully executed by you and the additional insured prior to the "bodily

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injury", "property damage" or "personal and advertising injury".

b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.

c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

(a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and

(b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph **(a)** above.

(c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(I) Your acts or omissions; or

(II) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

(d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(I) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

(II) "Bodily injury" or "property damage" occurring after:

(1.1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(1.2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

(a) This insurance applies only with respect to:

(i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

(b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

(a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1.1) The exceptions contained in Sub-paragraphs **(iv)** or **(vi)**; or

(1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

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in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

(1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

b. The insurance afforded to such additional insured only applies to the extent permitted by law.

c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement; or

b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(I) How, when and where the "occurrence" or offense took place;

(II) The names and addresses of any injured persons and witnesses; and

(III) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

2. The paragraph immediately after Sub-paragraph **j.(6)** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

   Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

   6. Subject to Paragraph **5.** above, the greater of:

   a. $300,000; or

   b. The Damage To Premises Rented To You Limit shown in the Declarations,

   is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

   This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

   (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You**:

   "Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

(1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

   a. Majority interest of more than 50% if you are a corporation;

   b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

(i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;

(ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;

(iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;

(iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

(v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and

(vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

a. Current partnership or limited liability company, unless otherwise provided for under Paragraph **3.** of **Section II – Who Is An Insured**;

b. Current joint venture; or

c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph **(2)** of **Exclusion 2.g. Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

1. The limit shown in Paragraph **1.b.** for the cost of bail bonds is changed from $250 to $3,000; and

2. The limit shown in Paragraph **1.d.** for loss of earnings because of time off from work is changed from $250 a day to $1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph **6. Representations** of **Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions**.

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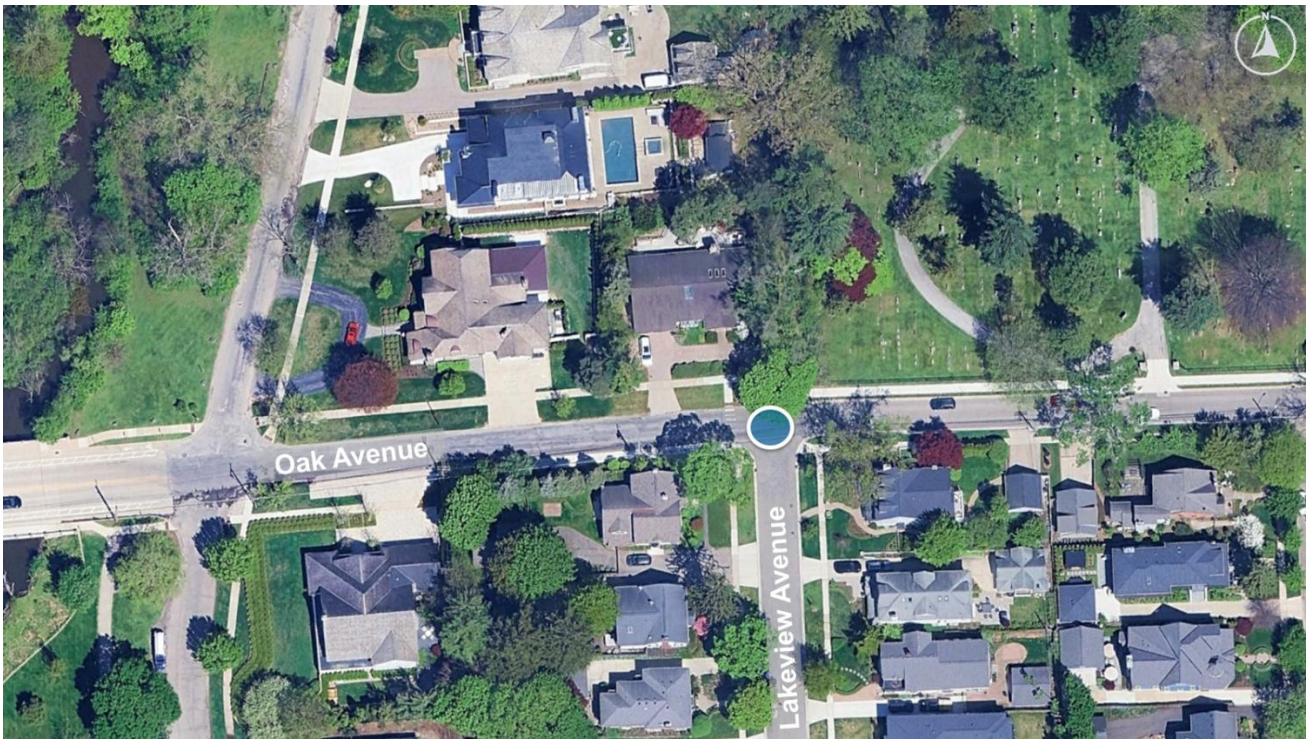
MEMO

VIA EMAIL: cityengineer@bhamgov.org

To:	**Cpt. Ryan Kearney** **Birmingham Police Department**
From:	**Julie M. Kroll, PE, PTOE** **Aaron Wildrick, EIT** **Fleis & VandenBrink Engineering**
Date:	**October 31, 2025**
Re:	**Oak Avenue and Lakeview Avenue Intersection Evaluation**

Fleis & VandenBrink (F&V) staff is pleased to present this memorandum to the City of Birmingham for your use evaluating the intersection of Oak Avenue and Lakeview Avenue, shown in **Figure 1**. The City of Birmingham has received input from neighborhood residents regarding the sight distance at this intersection and requested an evaluation to determine if mitigation measures could be implemented to improve the intersection safety.

FIGURE 1: STUDY INTERSECTION LOCATION MAP



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FIELD REVIEW

F&V staff performed a field review on Tuesday, August 19, 2025, to review the existing sight distance at the Oak Avenue & Lakeview Avenue intersection. The photos taken during the field visit are attached.

Key findings from the field review are summarized below:

- The northbound Lakeview Avenue approach is STOP controlled at the Oak Avenue intersection. There is no traffic control on Oak Avenue at this intersection.
- A signed and marked crosswalk is provided on the west leg of the intersection.
- On-street parking is provided on both sides of Lakeview Avenue. No on-street parking is permitted on Oak Avenue.
- A retaining wall is present adjacent to the sidewalk along the south side of Oak Avenue, west of Lakeview Avenue.

F&V performed an evaluation of the crash history and the intersection sight distance to determine if any mitigation measures should be considered at this intersection. The analysis was performed in accordance with the guidance outlined in the *Michigan Manual on Uniform Traffic Control Devices (MMUTCD)* and the American Association of State Highway and Transportation Officials (AASHTO) *Geometric Design of Highway and Streets (Green Book)*. The results of the analysis and the recommendations are included herein.

INTERSECTION EVALUATION

CRASH ANALYSIS

- F&V reviewed the most recent five (5) years of crash data (January 1, 2020 – December 31, 2024) for the intersection of Oak Avenue & Lakeview Avenue. The data showed that there were zero (0) reported crashes associated with the intersection operations.

SIGHT DISTANCE

- An intersection sight distance evaluation was performed at this intersection and the results shows that the retaining wall in the southwest corner of the intersection blocks the sight distance for turning from Lakeview Avenue onto Oak Avenue.

MITIGATION MEASURES

Mitigation measures were investigated to improve safety at the intersection due to the limited sight distance.

- An All-Way Stop was considered; however, due to the grade approaching the intersection it was determined that an All-Way stop at this intersection would create the potential for vehicles on the eastbound Oak Ave. approach to sliding down the hill during inclement weather conditions. Therefore, All-Way stop control is not recommended.
- Additional signage was investigated, and a cross-street sign could be added on Oak Ave. in advance of the Lakeview Ave. intersection to increase driver awareness of the approaching cross-street.
- Prohibiting northbound left- or right-turns would eliminate the crash potential at this intersection. This would include a partial intersection closure, allowing only southbound vehicles at the intersection approach.

RECOMMENDATIONS

- Consider additional signage on the Oak Ave. approach to Lakeview Ave. to increase awareness of the intersection.
- Further review the potential for partial intersection closure; restricting access to southbound only on Lakeview Ave. This closure will eliminate the potential for vehicle conflicts due to the sight distance limitations.

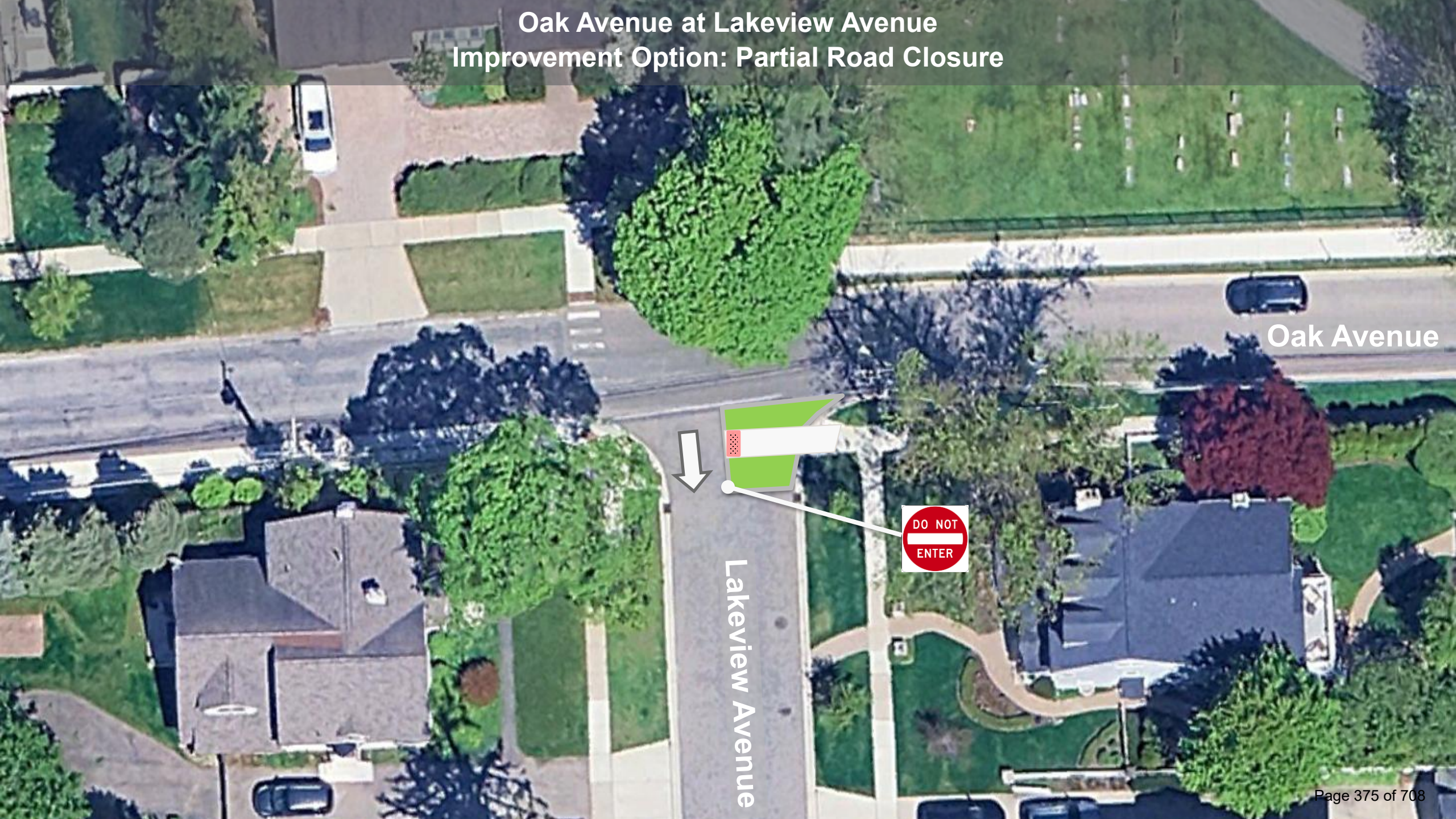
If you have any questions or concerns regarding this engineering analysis, please do not hesitate to contact our office.

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

Attachments: Recommended Improvement Options

Oak Avenue at Lakeview Avenue
Improvement Option: Advance Intersection Signage

Oak Avenue at Lakeview Avenue
Improvement Option: Partial Road Closure



MEMORANDUM

Engineering Department

DATE: March 9, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, City Engineer

SUBJECT: Bird Phase 1B Project, Contract #7-26(W)
Public Hearing of Necessity for Sewer and Water Lateral Special Assessment District (SAD)

INTRODUCTION:

As part of the City's 2025-2026 Capital Improvement Plan, Bird Avenue from Grant Street to Cummings Avenue will receive water main replacement, sewer improvements, and the installation of a new concrete road. The City intends to replace private sewer and water laterals that do not meet "useful life" criteria in the right-of-way in an effort to protect the public investments being made with this project. The City will establish a Special Assessment District to collect the costs associated with the replacement of private sewer and water laterals from affected property owners.

BACKGROUND:

The City will replace the existing 4-inch water main on Bird Avenue, originally installed in 1921, with an 8-inch water main. The existing sewer ranges in size from 8 inches to 15 inches and will be replaced or lined depending on its condition. In addition, a new storm sewer will be installed as part of the project.

Consistent with City policy established to protect the public investment in capital improvement projects, the City intends to replace all sewer laterals that are 50 years of age or older, are less than 6 inches in diameter, or are constructed of an unsuitable material. Water services that are 60 years of age or older, are less than 1 inch in diameter or are constructed of an unsuitable material will also be replaced as part of the project. All unsuitable sewer laterals will be replaced with 6-inch schedule 40 PVC, and water services will be replaced with either a new 1 inch diameter service or matched to the existing diameter service if it is larger than 1 inch. Only the lengths of sewer and/or water lateral within the road right-of-way will be replaced and assessed as part of the project.

The parcels within the project zone that are subject to sewer and water lateral special assessment are highlighted on the attached map. Appended to this report is a list of properties that are included in the Assessment District, along with the estimated construction costs to be assessed.

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. The City Attorney has no objections.

FISCAL IMPACT:
Revenue generated from the Sewer and Water Lateral SAD for the Bird Phase 1B project will defray the costs incurred by the City for the construction of these improvements. One hundred percent of the costs for laterals within the ROW will be paid by the property owners. Property owners may pay their assessment in full or in installments over a period of up to five years with interest. The interest rate will be established at the Confirmation of Roll Hearing.

SUSTAINABILITY:
Replacing sewer and water laterals that do not meet City standards during construction helps preserve the integrity of the new roadway by avoiding future excavation for lateral replacement.

DESIGN CONSIDERATIONS:
The design will incorporate ADA standards.

PUBLIC COMMUNICATIONS:
The Notice of the Hearing of Necessity and Confirmation of the Roll was distributed by the Clerk's Office. The Engineering Department held a property owners' meeting on Tuesday, February 24, 2026 from 5:30 p.m. to 6:30 p.m. to explain the associated work, the proposed assessment cost, and to answer questions from residents.

SUMMARY:
The Engineering Department recommends that the City Commission declare necessity and approve a special assessment district for sewer and water laterals as part of the Bird Phase 1B Project. Should the Commission approve the special assessment district, a public hearing for Confirmation of the Roll should be set for the City Commission meeting on March 23, 2026.

ATTACHMENTS:
1. Map of proposed special assessment district of sewer and water lateral replacement
2. Bird Phase 1B project plans
3. Spreadsheet with estimated cost of lateral replacement
4. Clerk’s confirmation of the public hearing notice
5. Presentation

SUGGESTED COMMISSION ACTION:
WHEREAS, Notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property and lots to be assessed, by first class mail, and by publication in a newspaper generally circulated in the City; and

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project replacing sewer services 50 years of age or older or

constructed of material that is not acceptable for City standards and replacing water services that are 60 years or older or less than 1 inch in diameter on Bird Street from Grant Street to Cummings Avenue; and

WHEREAS, The City has previously established a policy requiring replacement of sewer services 50 years of age or older or constructed of materials that are not acceptable for City standards and water services less than 1 inch in diameter and the City street is open for repairs or reconstruction; and

WHEREAS, The City Commission, after the public hearing, has determined that the Bird Phase 1B Project, the replacement of sewer services that are 50 years of age or older or of material that is not acceptable for City standards, the replacement of water services that are 60 years or older or less than 1 inch in diameter, is a necessity and is in the best interest of the City; and

WHEREAS, The Commission has approved the detailed plans and estimates of cost prepared by the City Engineer; and

WHEREAS, Formal bids have been received and the actual cost of sewer service and water service replacement has been determined; and

WHEREAS, The City Engineer has determined the boundaries of sewer service lateral and water service laterals located within the limits of the following streets shall be installed as part of the Bird 1B Project (Contract #7-26(W)):

Bird Avenue – Grant Street to Cummings Avenue

WHEREAS, The formula used in making the assessment is 100% of the contractor's charge for replacing the lateral service that is 50 years of age or older or constructed of materials that are not acceptable and water service that is 60 years of age or older or less than 1 inch in diameter within the public right-of-way between the utility and the property line (calculated at the rate of $112.00 per foot of 6" diameter sewer service pipe, $53.00 per foot of 1-inch water service pipe).

THEREFORE LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will benefit the properties listed in the assessment roll and is a necessity, and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the City Commission for confirmation and further set a Public Hearing of Confirmation on March 23, 2026 and give notice of same.

Sewer and/or Water Lateral

Sidwell Number	Street Address	Estimated Sewer SAD Costs	Estimated Water SAD Costs
1936482001	616 Bird Ave	-	-
1936480026	623 Bird Ave	-	-

1936480027	631 Bird Ave	-	-
1936482002	638 Bird Ave	-	-
1936482003	644 Bird Ave	-	-
1936480060	655 Bird Ave	-	-
1936482004	668 Bird Ave	$2,912.00	-
1936480061	671 Bird Ave	-	-
1936482005	684 Bird Ave	$2,912.00	$954.00
1936480030	695 Bird Ave	$2,912.00	$1,749.00
1936480031	711 Bird Ave	$2,912.00	$1,749.00
1936482006	716 Bird Ave	$2,800.00	-
1936482007	730 Bird Ave	$2,800.00	$954.00
1936480066	731 Bird Ave	-	-
1936482008	740 Bird Ave	-	-
1936480067	747 Bird Ave	$2,912.00	-
1936482009	768 Bird Ave	-	-
1936480033	771 Bird Ave	-	-
1936482010	784 Bird Ave	-	-
1936482063	808 Bird Ave	-	-
1936480034	811 Bird Ave	-	-
1936480064	831 Bird Ave	-	-
1936482064	832 Bird Ave	-	-
1936482061	852 Bird Ave	-	-
1936480065	855 Bird Ave	-	-
1936482062	860 Bird Ave	-	-
1936480059	871 Bird Ave	-	-
1936482047	888 Bird Ave	-	-
1936480038	891 Bird Ave	$2,912.00	$1,749.00
1936482048	900 Bird Ave	$2,800.00	-
1936480039	907 Bird Ave	$2,912.00	$1,749.00
1936480062	925 Bird Ave	-	-
1936482015	926 Bird Ave	-	-
1936482016	954 Bird Ave	$2,800.00	-
1936480063	955 Bird Ave	$2,912.00	-
1936480042	963 Bird Ave	-	-
1936482017	976 Bird Ave	$2,800.00	-
1936482018	990 Bird Ave	-	$954.00
1936480043	993 Bird Ave	$2,912.00	$1,749.00
1936482019	1016 Bird Ave	$2,800.00	$954.00
1936480044	1019 Bird Ave	-	-
1936482020	1038 Bird Ave	$2,800.00	-

1936480045	1039 Bird Ave	-	-
1936480046	1063 Bird Ave	$2,912.00	$1,749.00
1936482021	1080 Bird Ave	-	-
1936480047	1087 Bird Ave	$2,912.00	-
1936482022	1092 Bird Ave	-	-

BIRD PHASE 1B PROJECT AREA

Limits of Project

Properties within Water Lateral SAD

Properties within Sewer Lateral SAD

Properties within Sewer and Water Lateral SAD

BIRD PHASE 1B PROJECT AREA

Limits of Project

Properties within Water Lateral SAD

Properties within Sewer Lateral SAD

Properties within Sewer and Water Lateral SAD

BIRD PHASE 1B PROJECT AREA

Limits of Project

Properties within Water Lateral SAD

Properties within Sewer Lateral SAD

Properties within Sewer and Water Lateral SAD

BIRMINGHAM

A WALKABLE CITY

ENGINEERING DEPARTMENT

BIRD AVENUE PHASE 1B PROJECT
CONTRACT #7-26W

SHEET INDEX

C00 Cover Sheet
C01 Utility Plan Sta. P.O.B. to 4+00
C02 Utility Plan Sta. 4+00 to 8+00
C03 Utility Plan Sta. 8+00 to P.O.E.
C04 Storm Sewer Profile Plan
C05 Utility Service Plan Sta. P.O.B. to 8+00
C06 Utility Service Plan Sta. 8+00 to P.O.E.
C07 Paving & Grading Plan Sta. P.O.B. to 4+00
C08 Paving & Grading Plan Sta. 4+00 to 8+00
C09 Paving & Grading Plan Sta. 8+00 to P.O.E.
C10 Bird Avenue - N. Side Walk & Driveway Grading Detail
C11 Notes and Details
C12 SESC Plan
C13 Advanced Warning Signage (AWS) Traffic Diagram
Q1 Quantities

City of Birmingham - Water Main Standard Notes & Details - 1 of 2
City of Birmingham - Water Main Standard Notes & Details - 2 of 2
City of Birmingham - Sanitary & Combined Sewer Standard Notes & Details - 1 of 2
City of Birmingham - Sanitary & Combined Sewer Standard Notes & Details - 2 of 2
City of Birmingham - Storm Drain Sewer Standard Notes & Details - 1 of 1
City of Birmingham - Paving Standard Notes & Details - 1 of 1

WATER / SEWER SERVICE NOTE

ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD, WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, TO CONSTRUCT THE PROJECT (ING.).

UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

Know what's **below** **Call** before you dig.

BENCHMARK NOTE

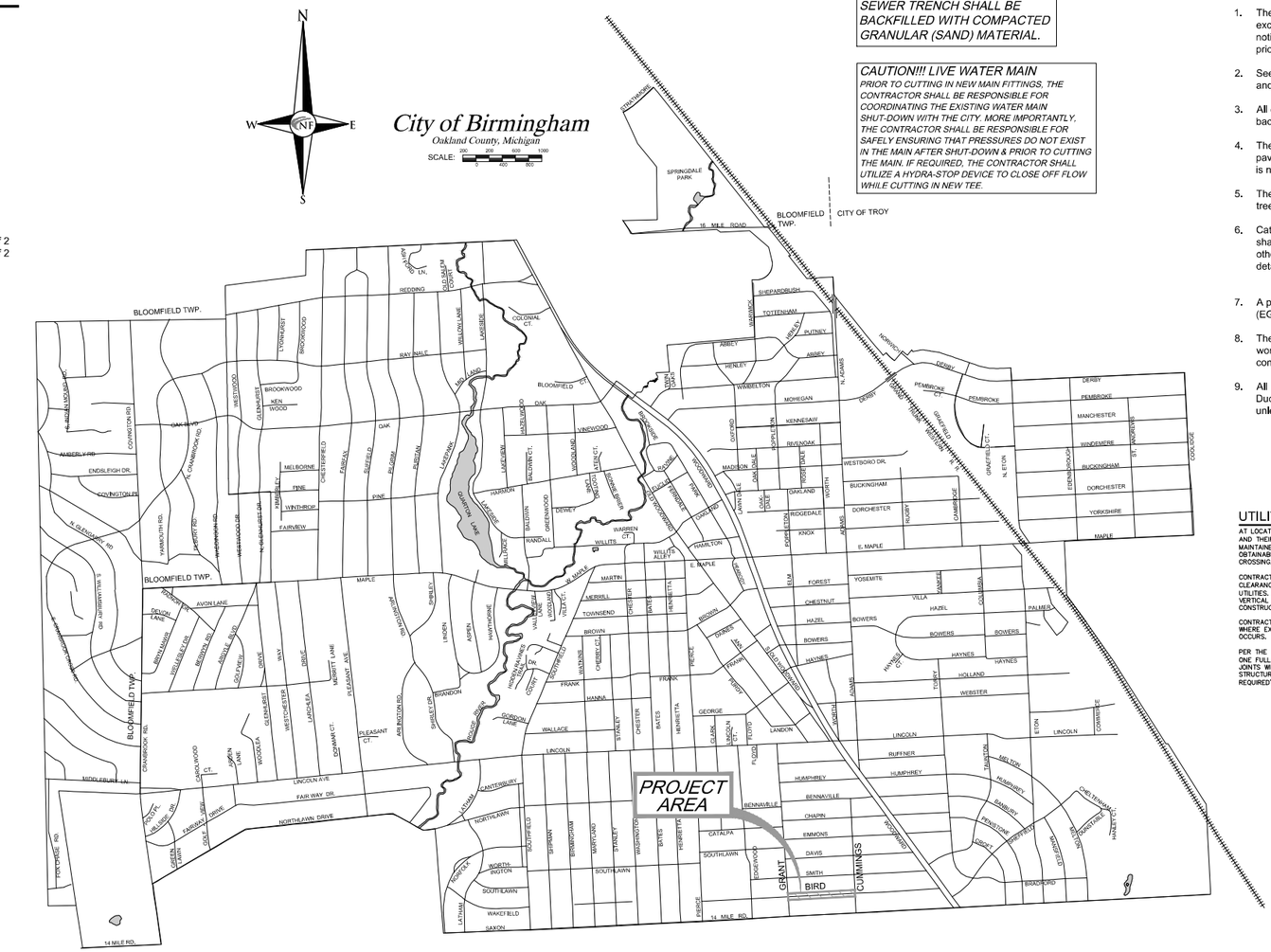
BENCHMARKS SET AND SHOWN PER SHEET WERE ESTABLISHED OFF OF THE CITY OF BIRMINGHAM BENCHMARK DATUM.

N W NF E S

City of Birmingham
Oakland County, Michigan
SCALE: 200 0 200 400 600 1000

ALL WATER MAIN, STORM AND SEWER TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR (SAND) MATERIAL.

CAUTION!!! LIVE WATER MAIN
PRIOR TO CUTTING IN NEW MAIN FITTINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE EXISTING WATER MAIN SHUT-DOWN WITH THE CITY. MORE IMPORTANTLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFELY ENSURING THAT PRESSURES DO NOT EXIST IN THE MAIN AFTER SHUT-DOWN & PRIOR TO CUTTING THE MAIN. IF REQUIRED, THE CONTRACTOR SHALL UTILIZE A HYDRA-STOP DEVICE TO CLOSE OFF FLOW WHILE CUTTING IN NEW TEE.


BLOOMFIELD TWP.
CITY OF TROY
16 MILE ROAD
SPRINGDALE PARK
PROVENCE
SHEPARDBUSH
TOTTENHAM
WARWICK
ABBEY
HENLEY
WIMBLETON
MOHEGAN
KENNESAW
RIVENOAK
WESTBORO DR.
BUCKINGHAM
DORCHESTER
RIDGEDALE
KNOX
E. MAPLE
FOREST
CHESTNUT
HAZEL
BOWERS
HAYNES
HOLLAND
WEBSTER
LINCOLN
RUFFNER
HUMPHREY
BENNAVILLE
CHAPIN
EMMONS
DAVIS
SMITH
SOUTHLAWN
CATALPA
NORTHLAWN
LINCOLN AVE
FAIR WAY DR.
NORTHLAWN DRIVE
MIDDLEBURY LN.
14 MILE RD.
PROJECT AREA
BIRD
GRANT
CUMMINS
BLOOMFIELD TWP.
MAPLE
AVON LANE
DEVON LANE
BRENTWOOD
WOODLEA
GLENCREST
WESTCHESTER
LINCREST
PLEASANT AVE.
MERRIT LANE
DRIVE
WAY
COVENTRY
ARMSTRONG
SHIRLEY
LINDEN
ASPEN
HAWTHORNE
BRANDON
WALLACE
LANDON
LINCOLN
FRANK
HANNA
GEORGE
CLARK
MERRILL
TOWNSEND
BROWN
MARTIN
HENRIETTA
BATES
CHESTER
STANLEY
PIERCE
FLOYD
WORTH
ADAMS
COLUMBIA
PALMER
YOSEMITE
VILLA
TORRY
ETON
CORNELL
CORNWALL
MILTON
HUMPHREY
TAUNTON
BANBURY
PENSTONE
CHELTENHAM
HANLEY CT.
DERBY
PEMBROKE
MANCHESTER
WINDEMERE
BUCKINGHAM
DORCHESTER
YORKSHIRE
MAPLE
ST. ANDREWS
EDINBOROUGH
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MADISON
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BLOOMFIELD CT.
COLONIAL CT.
BAY INLET
MEADLAND
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BRIARWOOD
GLENHURST
BROOKWOOD
MEADOWOOD
WESTWOOD
LIVINGAST
BROOKWOOD
OAKLEIGH
MELBORNE
PINE
WINTHROP
FAIRVIEW
CHESTERFIELD
FAIRFIELD
SHEFFIELD
PLYMOUTH
PARSON
LAKEWOOD
LAKEVIEW
HARRISON
BALDWIN
GREENWOOD
DEWEY
RANDALL
WILDACRE
GLENHURST
WESTWOOD
WESTWOOD DR.
N. GLENHURST DR.
KIRKWOOD RD.
SAGINAW RD.
S. GLENHURST DR.
GLENHURST DR.
W. MAPLE
E. MAPLE
MAPLE
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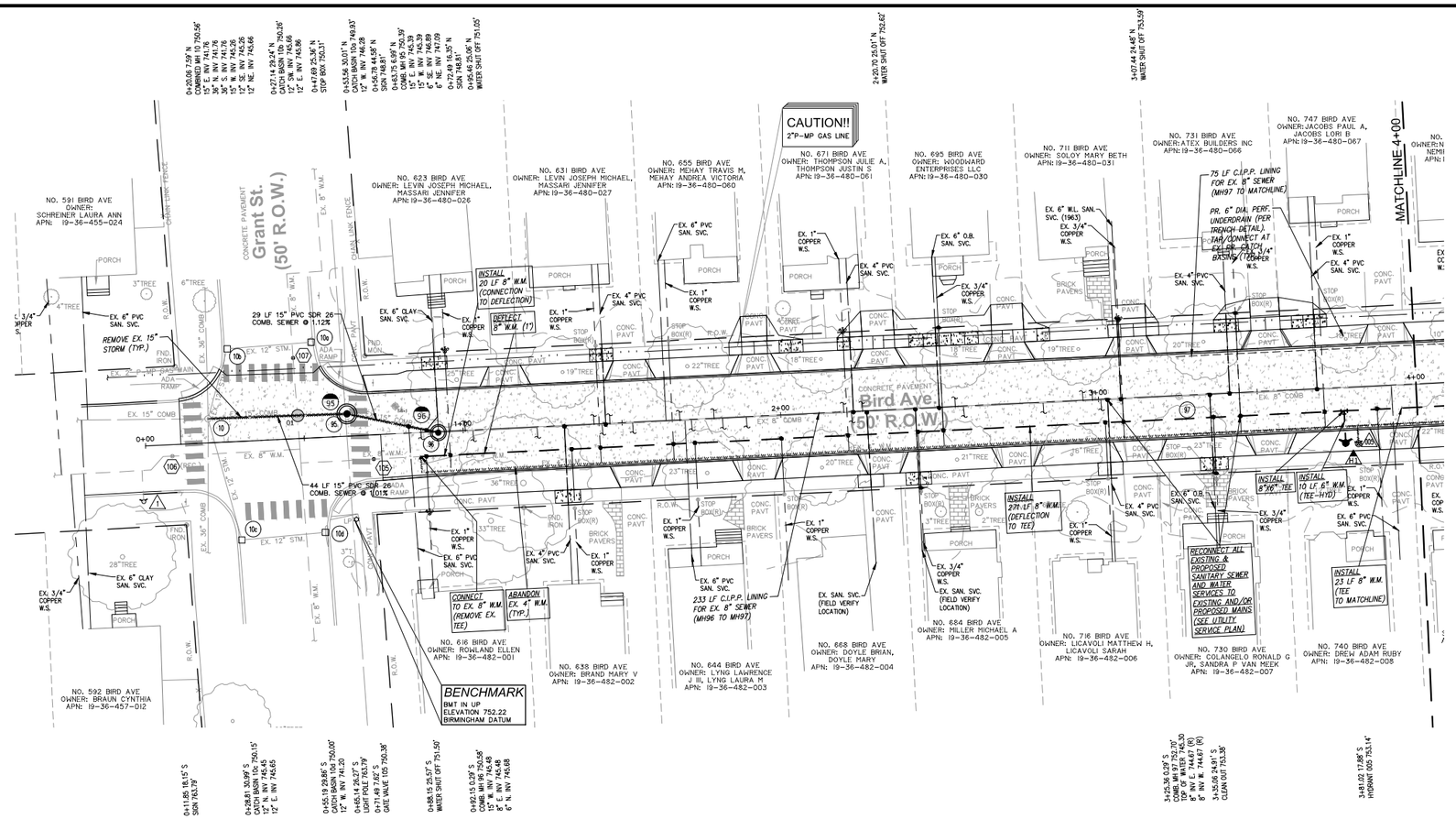
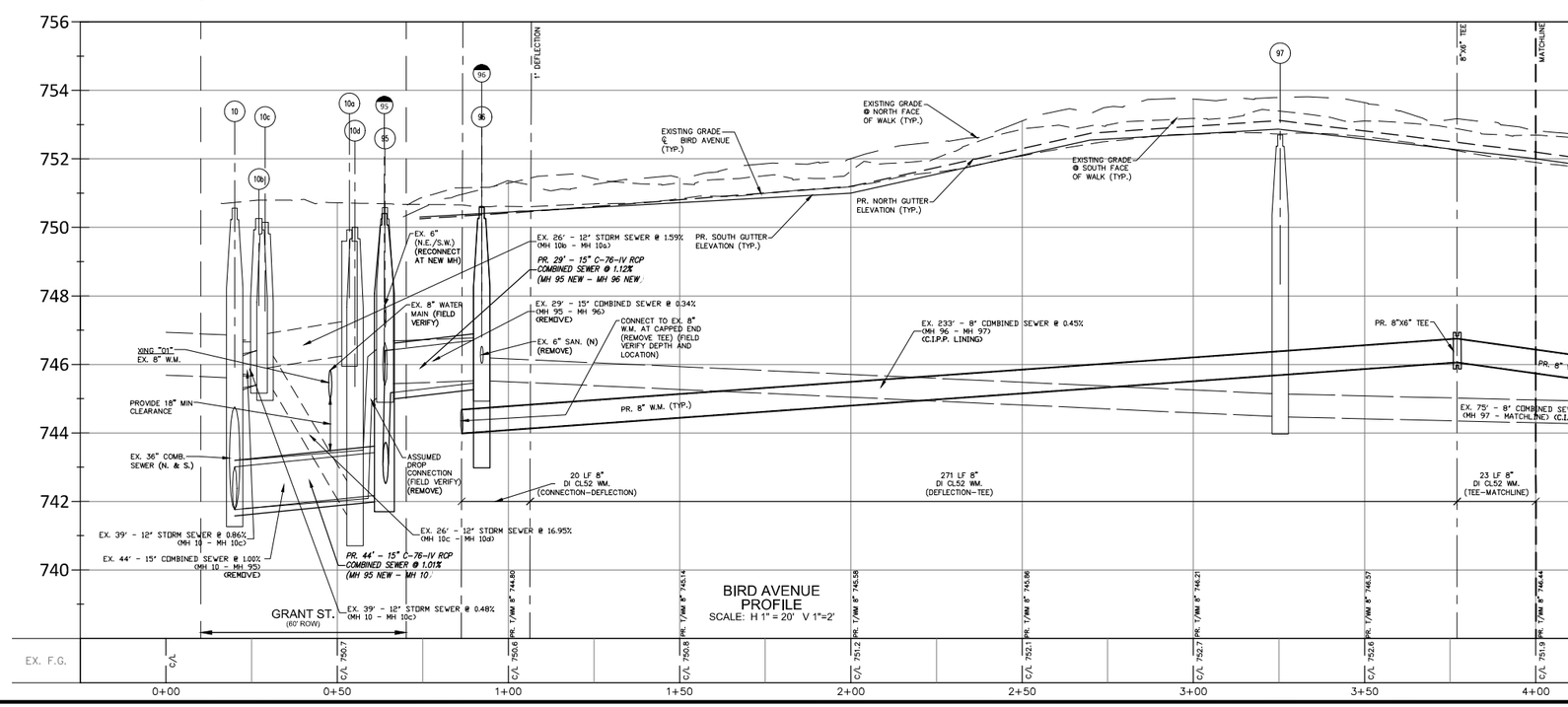
LAUREL
LAKEVIEW
HARRISON
BALDWIN
GREENWOOD
DEWEY
RANDALL
WILDACR





UTILITY CROSSING SCHEDULE

01 EX. 8" WM @/@ 745.03 (V.I.F.)
PR. 15" STM T/P 743.48
VERTICAL CLEARANCE: 1.55'

EX. STORM STRUCTURE SCHEDULE

10b MAINTAIN
0+27.14 29.24'N
CATCH BASIN 10b
RIM 750.26
12" INV SW 745.66
12" INV E 745.86

10c MAINTAIN
0+28.81 30.99'S
CATCH BASIN 10c
RIM 750.15
12" INV N 745.45
12" INV E 745.65

10a MAINTAIN
0+53.56 30.01'N
CATCH BASIN 10a
RIM 749.93
12" INV N 746.28

10d MAINTAIN
0+55.19 29.86'S
CATCH BASIN 10d
RIM 750.00
12" INV W 741.20

EX. SEWER STRUCTURE SCHEDULE

10 TAP, ADJUST, REMOVE/REPLACE COVER
0+20.06 7.59'N
COMB. MH 10
RIM 750.56
PR. RIM 750.55
15" INV E 741.76 (REMOVE)
36" INV N 741.76 (MAINTAIN)
36" INV S 741.76 (MAINTAIN)
15" INV W 745.26 (MAINTAIN)
12" INV SE 745.26 (MAINTAIN)
12" INV NE 745.66 (MAINTAIN)
PR. 15" INV 741.76 (TAP)

95 REMOVE
0+36.76 6.99'N
COMB. MH 95
RIM 750.39
15" INV E 745.39 (REMOVE)
15" INV N 745.39 (REMOVE)
6" INV SE 746.89
(INVESTIGATE/RE-CONNECT IF REQ.)
6" INV NE 747.09
(INVESTIGATE/RE-CONNECT IF REQ.)

96 REMOVE
0+92.15 0.29'S
COMB. MH 10
RIM 750.58
15" INV W 745.48 (REMOVE)
8" INV E 745.48 (RECONNECT & C.I.P.P LINING)
6" INV N 745.68 (REPLACE PER SVC. SCHEDULE)

97 ADJUST – REMOVE/REPLACE COVER
3+25.36 0.29'S
COMB. MH 97
RIM 752.70
PR. RIM 753.30
TOP/WATER 745.30
8" INV E. 744.67 (R) (C.I.P.P. LINING)
8" INV W. 744.67 (R) (C.I.P.P. LINING)

WATER MAIN SCHEDULE

105 MAINTAIN
0+71.49 7.62'S
STOP BOX 105
RIM 750.38

105 REMOVE
3+81.021 17.88'S
HYDRANT 005 753.14'

111 HYDRANT & ASSEMBLY
PR. STA. 3+77.02 17.50'S
FG 752.75
PR. T/PIPE 746.76

Combined Structure Schedule	
Structure Name	Structure Details
#95 NEW PR. 5' DIA. COMBINED STRUCTURE W/ 12" INT. DROP (INV @ 743.20)	PR. RIM 750.40 PR. 15" W. INV. 742.20 PR. 15" E. INV. 745.15
#96 NEW PR. 4' DIA. COMB. MANHOLE (CONSTRUCT ONLINE EX. 8" COMB. EAST INV. @ 745.53 ± (FIELD VERIFY))	PR. RIM 750.60 PR. 15" W. INV. 745.48

LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- EX PAVERS
- PR. 7" CONC. PAVT. W/ INT. CURB
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. (9" MIN ON 8" 21AA)
- PR. 18" MD. CONC. CURB & GUTTER
- SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM

SEAL
STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER
NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Bird Avenue
Phase 1B Project
Contract #7-26(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

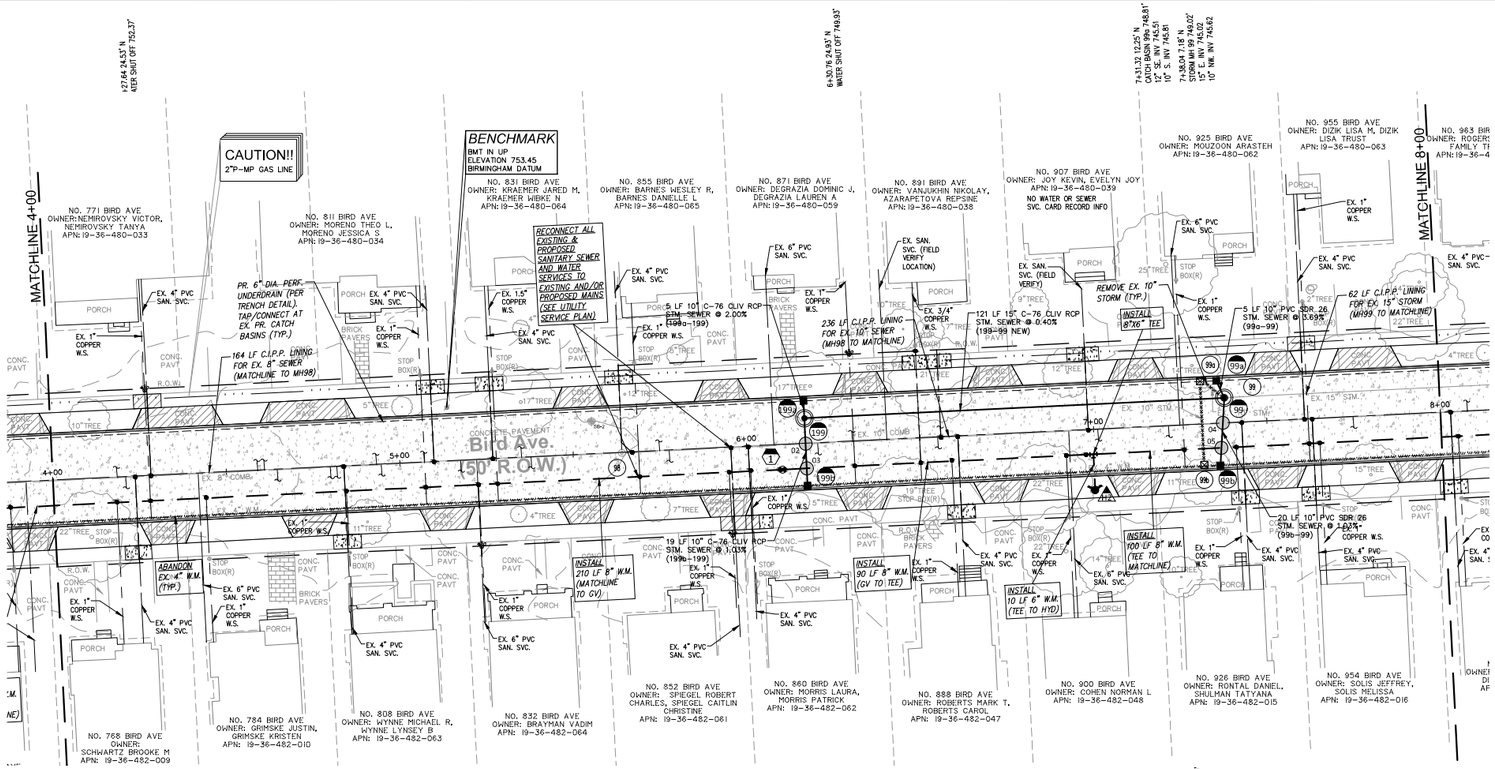
PROJECT LOCATION
Part of the S.E. ¼ of Section 36, T. 2N, R.10E City of Birmingham, Oakland County, Michigan

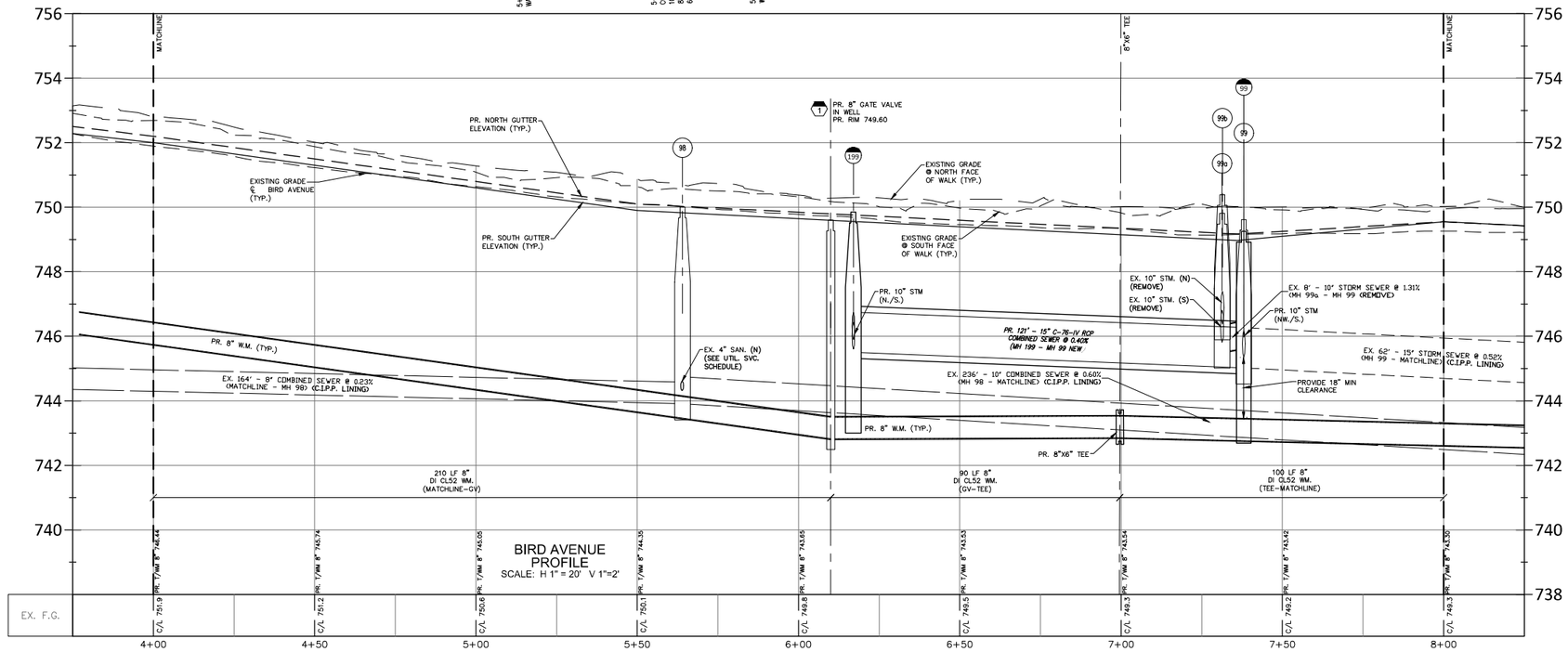
SHEET
Utility Plan Sta. P.O.B. To 4+00

Know what's below Call before you dig.

DATE	ISSUED/REVISED
12-23-2025	ISSUED FOR CITY REVIEW
01-22-2026	BIDS
02-09-2026	ADDENDUM 1

DRAWN BY: K. Withrow
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: 1" = 20' / 1"=2'
NFE JOB NO. O947
SHEET NO. C01





BIRD AVENUE PROFILE
SCALE: H 1" = 20' V 1"=2'

UTILITY CROSSING SCHEDULE

02 PR. 10" STM B/P 745.95
EX. 10" COMB T/P 744.45
VERTICAL CLEARANCE: 1.50'

03 PR. 10" STM B/P 746.03
PR. 8" WM T/P 743.49
VERTICAL CLEARANCE: 2.54'

04 PR. 10" STM B/P 745.40
EX. 10" COMB T/P 743.72
VERTICAL CLEARANCE: 1.68'

05 PR. 10" STM B/P 745.48
PR. 8" W.M. 743.50
VERTICAL CLEARANCE: 1.98'

Storm Drainage Structure Schedule

Structure Name	Structure Details
#99 NEW PR. 4' DIA. STM MANHOLE W/ 2' SUMP (CONSTRUCT ONLINE EX. 15" E. 745.02, FIELD VERIFY)	PR. RIM 749.26 PR. 15" W. INV. 745.02 PR. 10" NW. INV. 745.35 PR. 10" S. INV. 745.35
#99a NEW PR. 2' DIA. STM INLET	PR. RIM 749.17 PR. 10" SE. INV. 745.55
#99b NEW PR. 2' DIA. STM INLET	PR. RIM 748.97 PR. 10" N. INV. 745.55
#199 PR. 4' DIA. STM MANHOLE W/ 2' SUMP	PR. RIM 749.85 PR. 15" E. INV. 745.50 PR. 10" N. INV. 745.60 PR. 10" S. INV. 745.90
#199a PR. 2' DIA. STM INLET	PR. RIM 749.76 PR. 10" S. INV. 745.50
#199b PR. 2' DIA. STM INLET	PR. RIM 749.56 PR. 10" N. INV. 746.10

EX. SEWER STRUCTURE SCHEDULE

98 ADJUST – REMOVE & REPLACE COVER
5+64.03 0.17'S
COMB. MH 98
RIM 750.01
PR. RIM 750.25
10" INV E 743.86 (C.I.P.P. LINING)
8" INV W 743.91 (C.I.P.P. LINING)
6" INV N. 744.31
(SEE SAN. SVC. SCHEDULE & BULKHEAD STRUCTURE)

EX. STORM STRUCTURE SCHEDULE

99b REMOVE
7+31.39 11.81'S
CATCH BASIN 99b
RIM 748.79
10" INV N 746.39

99a REMOVE
7+31.32 12.25'N
CATCH BASIN 99a
RIM 948.81
12" INV SE 745.51
10" INV S 745.81

99 REMOVE
7+38.04 7.18'N
STORM MH 99
RIM 749.02
15" INV E 745.02
(MAINTAIN-RECONNECT AT NEW MH 99)
10" INV NW 745.62 (REMOVE)

WATER MAIN SCHEDULE

HYDRANT & ASSEMBLY
PR. STA. 6+99.62 17.29'S
FG 749.75
PR. T/PIPE 743.54

1 8" GATE VALVE IN WELL
RIM 749.60
PR. T/PIPE 743.51

LEGEND

EXISTING SAN/COMB SEWER
EXISTING WATER MAIN
EXISTING STORM SEWER
EXISTING BURIED CABLES
EXISTING GAS MAIN
OVERHEAD LINES
(RECORD) CURB STOP LOCATION (APPROX.)
LANDSCAPE BED
EX. SOIL BORING
PUBLIC PHONE
WELL
PUMP
SIGN
POST/BOLLARD
PARKING METER
MAIL BOX
ROCK/BOULDER
SPRINKLER VALVE BOX
SPRINKLER HEAD
FOUND PROPERTY MARKER
GROUND ELEVATION
EX PAVERS
PR. 7" CONC. PAVT. W/ REL CURB
PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
PR. 4" CONC. SIDEWALK
PR. FULL-DEPTH ASPH. (5" HMA ON 6" 21AA)
PR. 15" WD. CONC. CURB & GUTTER
SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
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WWW.NOWAKFRAUS.COM

SEAL
STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Bird Avenue
Phase 1B Project
Contract #7-26(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the S.E. ¼
of Section 36,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

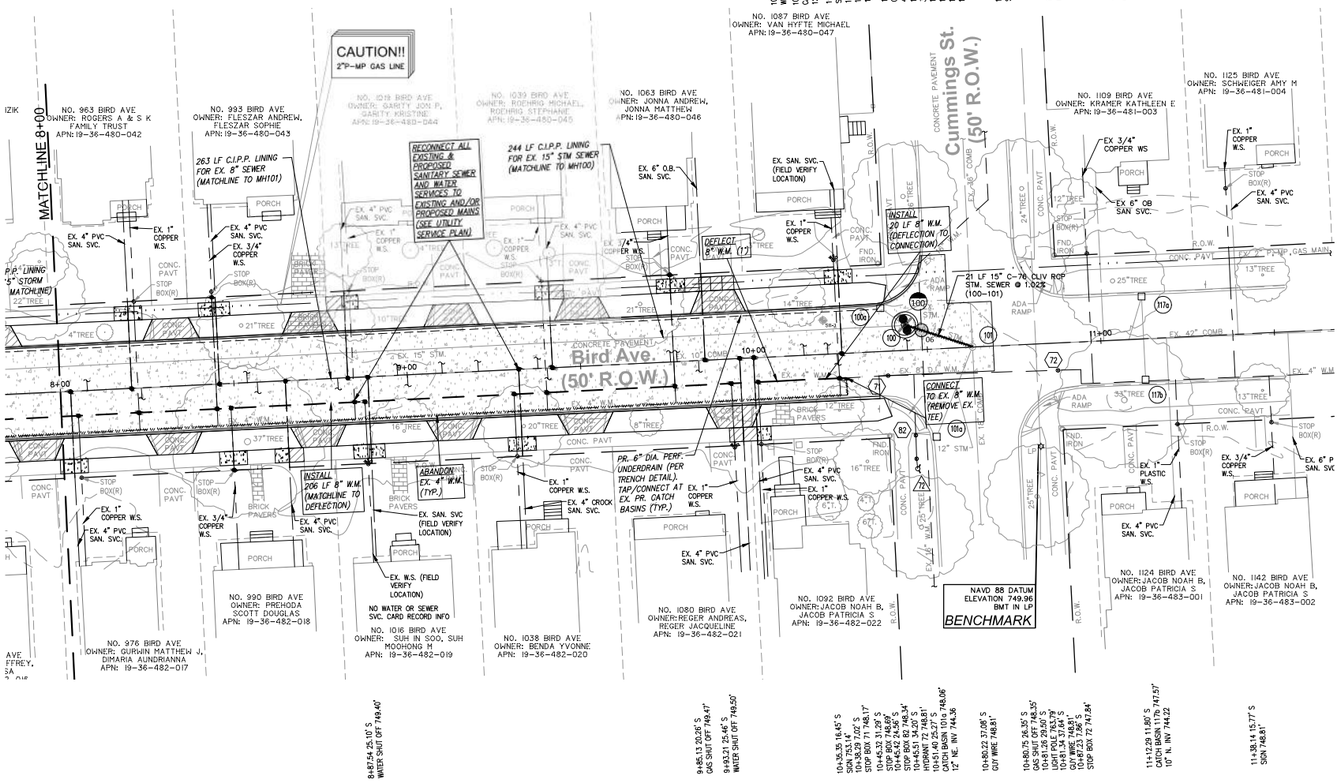
SHEET
Utility Plan Sta. 4+00 To 8+00

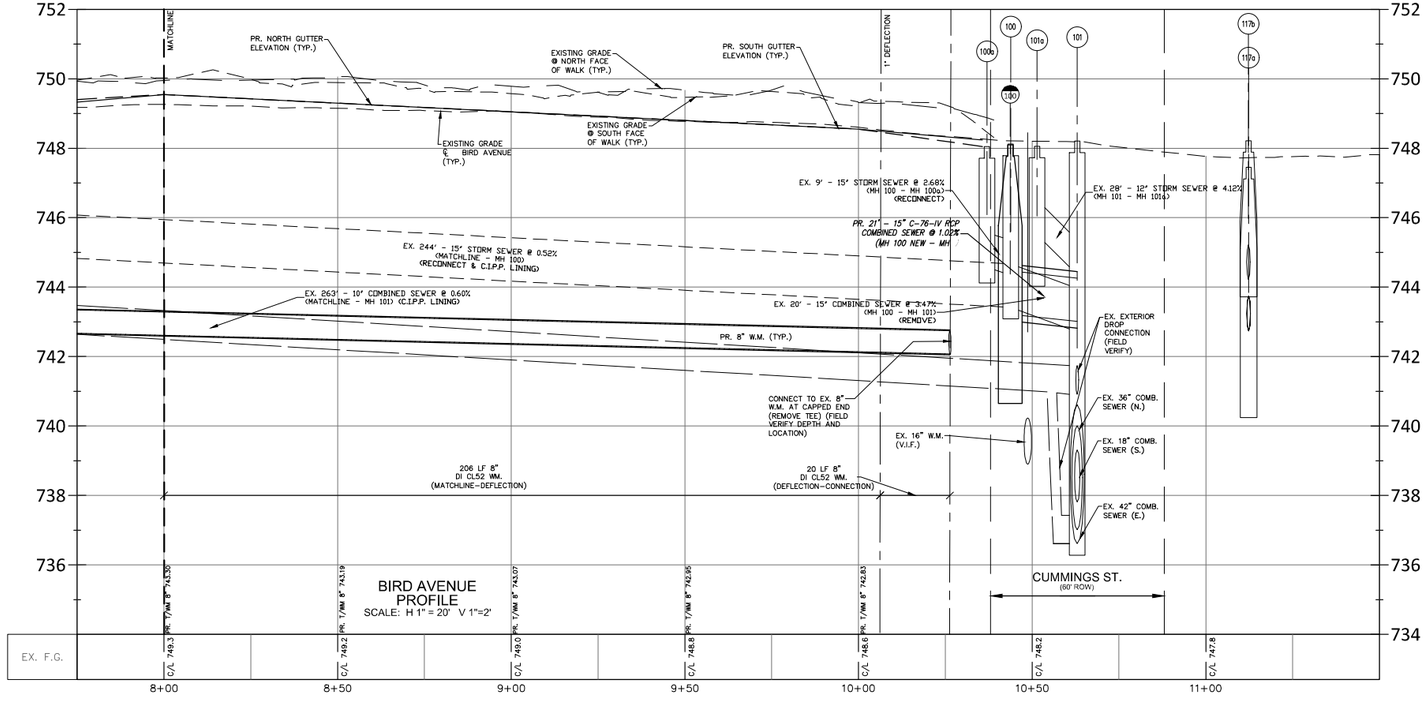
811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
12-23-2025	ISSUED FOR CITY REVIEW
01-22-2026	BIDS
02-09-2026	ADDENDUM 1

DRAWN BY: K. Withrow
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: 1" = 20' / 1"=2'

NFE JOB NO. O947
SHEET NO. C02





UTILITY CROSSING SCHEDULE

06 PR. 15" STM. B/P 742.97
EX. 16" W.M. T/P 740.15 (V.I.F.)
VERTICAL CLEARANCE: 2.82'

Storm Drainage Structure Schedule	
Structure Name	Structure Details
#100 NEW PR. 6' OUTLET CONTROL W/ WEIR WALL & GAS TRAP TOP OF WEIR @ 746.35 (CONSTRUCT ONLINE OF EX. 12" STM. NW. INV @ 743.22 ± & EX. 15" STM. W. INV @ 743.42 ± (FIELD VERIFY))	PR. RIM 748.10 PR. 15" E. INV. 743.22

EX. SEWER STRUCTURE SCHEDULE

(101) TAP
10+62.96 0.14'N
COMB. MH 101
RIM 748.21
42" INV E 736.61 (MAINTAIN)
18" INV S 737.81 (MAINTAIN)
36" INV N 737.01 (MAINTAIN)
10" INV W 736.61 (C.I.P.P. LINING)
12" INV SW 745.51(MAINTAIN)
10" INV W 740.91 (C.I.P.P. LINING)
15" INV NW 743.01 (REMOVE)
PR. 15" NW INV 743.01 (TAP)

EX. STORM STRUCTURE SCHEDULE

(100a) MAINTAIN
10+36.98 12.53'N
CATCH BASIN 100a
RIM 748.05
12" INV SE 744.45

(101a) MAINTAIN
10+51.40 25.27'S
CATCH BASIN 101a
RIM 748.06
12" INV NE 744.36

(117b) MAINTAIN
11+12.29 11.80'S
CATCH BASIN 117b
RIM 747.57
10" INV N 744.22

(117a) MAINTAIN
11+12.32 12.21'N
CATCH BASIN 117a
RIM 747.45
10" INV N 742.44
10" INV S 742.74

(100) REMOVE
10+43.81 7.34'N
STORM. MH 100
RIM 748.12
15" INV E 743.42 (REMOVE)
15" INV W 743.42 (RECONNECT & C.I.P.P. LINING)
12" INV NW 744.22 (RECONNECT & C.I.P.P. LINING)

WATER MAIN SCHEDULE

(71) MAINTAIN
10+38.29 7.02'S
STOP BOX 71 748.17'

(82) MAINTAIN
10+45.42 21.56'S
STOP BOX 82 748.34

(72) MAINTAIN
10+87.23 7.86'S
STOP BOX 72 747.84'

(72a) MAINTAIN
10+45.51 34.20'S
HYDRANT 72 748.81'

LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- EX PAVERS
- PR. 7" CONC. PAVT. W/ MIL CURB
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. (5" HMA ON 6" 21AA)
- PR. 18" WD. CONC. CURB & GUTTER
- SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

(RECORD) CURB STOP LOCATION (APPROX.)
LANDSCAPE BED
EX. SOIL BORING
PUBLIC PHONE
WELL
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SIGN
POST/BOLLARD
PARKING METER
MAIL BOX
ROCK/BOULDER
SPRINKLER VALVE BOX
SPRINKLER HEAD
FOUND PROPERTY MARKER
x000.00 GROUND ELEVATION

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Bird Avenue
Phase 1B Project
Contract #7-26(W)

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PROJECT LOCATION
Part of the S.E. ¼ of Section 36, T. 2N, R.10E
City of Birmingham, Oakland County, Michigan

SHEET
Utility Plan Sta. 8+00 To P.O.E.

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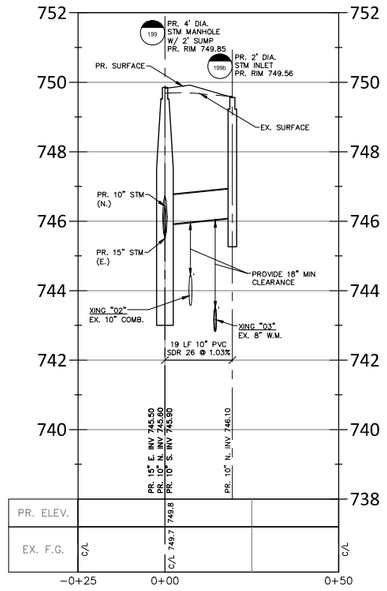
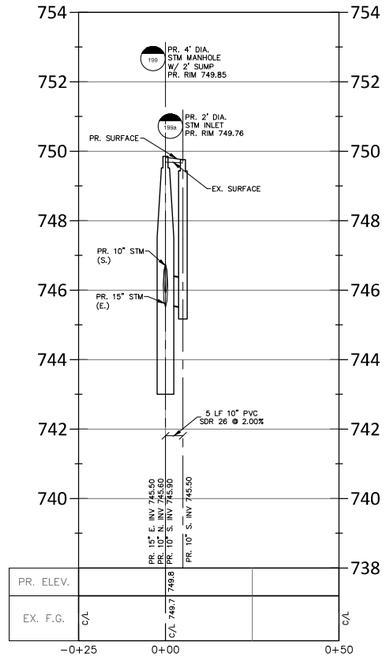
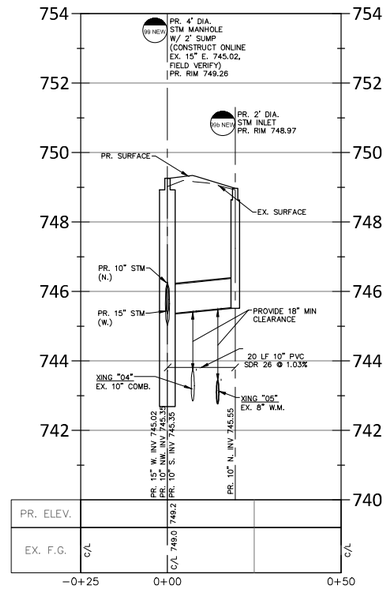
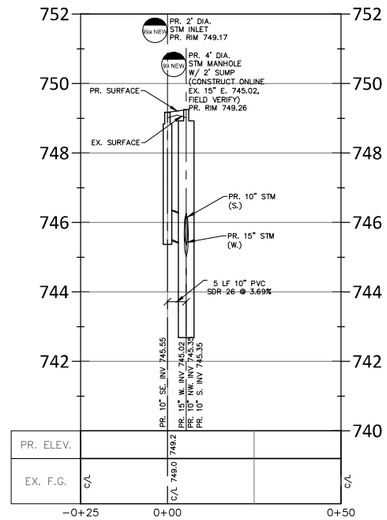
20 10 0 10 20 30

NFE JOB NO. O947
SHEET NO. C03









UTILITY CROSSING SCHEDULE

02 PR. 10" STM B/P 745.95
EX. 10" COMB T/P 744.45
VERTICAL CLEARANCE: 1.50'

03 PR. 10" STM B/P 746.03
PR. 8" WM T/P 743.49
VERTICAL CLEARANCE: 2.54'

04 PR. 10" STM B/P 745.40
EX. 10" COMB T/P 743.72
VERTICAL CLEARANCE: 1.68'

05 PR. 10" STM B/P 745.79
EX. 10" COMB 743.50
VERTICAL CLEARANCE: 1.98'

Storm Drainage Structure Schedule

Structure Name	Structure Details
#99 NEW PR. 4' DIA. STM MANHOLE W/ 2' SUMP (CONSTRUCT ONLINE EX. 15" E. 745.02, FIELD VERIFY)	PR. RIM 749.26 PR. 15" W. INV. 745.02 PR. 10" NW. INV. 745.35 PR. 10" S. INV. 745.35
#99a NEW PR. 2' DIA. STM INLET	PR. RIM 749.17 PR. 10" SE. INV. 745.55
#99b NEW PR. 2' DIA. STM INLET	PR. RIM 748.97 PR. 10" N. INV. 745.55
#199 PR. 4' DIA. STM MANHOLE W/ 2' SUMP	PR. RIM 749.85 PR. 15" E. INV. 745.50 PR. 10" N. INV. 745.60 PR. 10" S. INV. 745.90
#199a PR. 2' DIA. STM INLET	PR. RIM 749.76 PR. 10" S. INV. 745.50
#199b PR. 2' DIA. STM INLET	PR. RIM 749.56 PR. 10" N. INV. 746.10

LEGEND

- SWR. SVC. (PER VIDEO INSP.)
- MANHOLE
- CATCH BASIN
- CLEAN-OUT
- DRAIN WELL
- DRAIN WAY
- HYDRANT
- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- RCP/CB
- MANHOLE
- CB
- END SECTION
- ELEC. METER
- ELECTRIC MARKER
- TELEPHONE MARKER
- EXISTING BURIED CABLES
- GAS METER
- GAS MARKER
- GAS VALVE
- EXISTING GAS MAIN
- UTILITY POLE
- LIGHT POLE
- STRAIN POLE
- GUY WIRE
- OVERHEAD LINES
- (RECORD) CURB STOP LOCATION (APPROX.)
- LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE
- WELL
- PUMP
- SIGN
- POST/BOLLARD
- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- x000.00 GROUND ELEVATION
- EX PAVERS
- PR. 7" CONC. PAVT. W/ INT. CURB
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
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Oakland County, Michigan

SHEET

Storm Sewer Profile Plan

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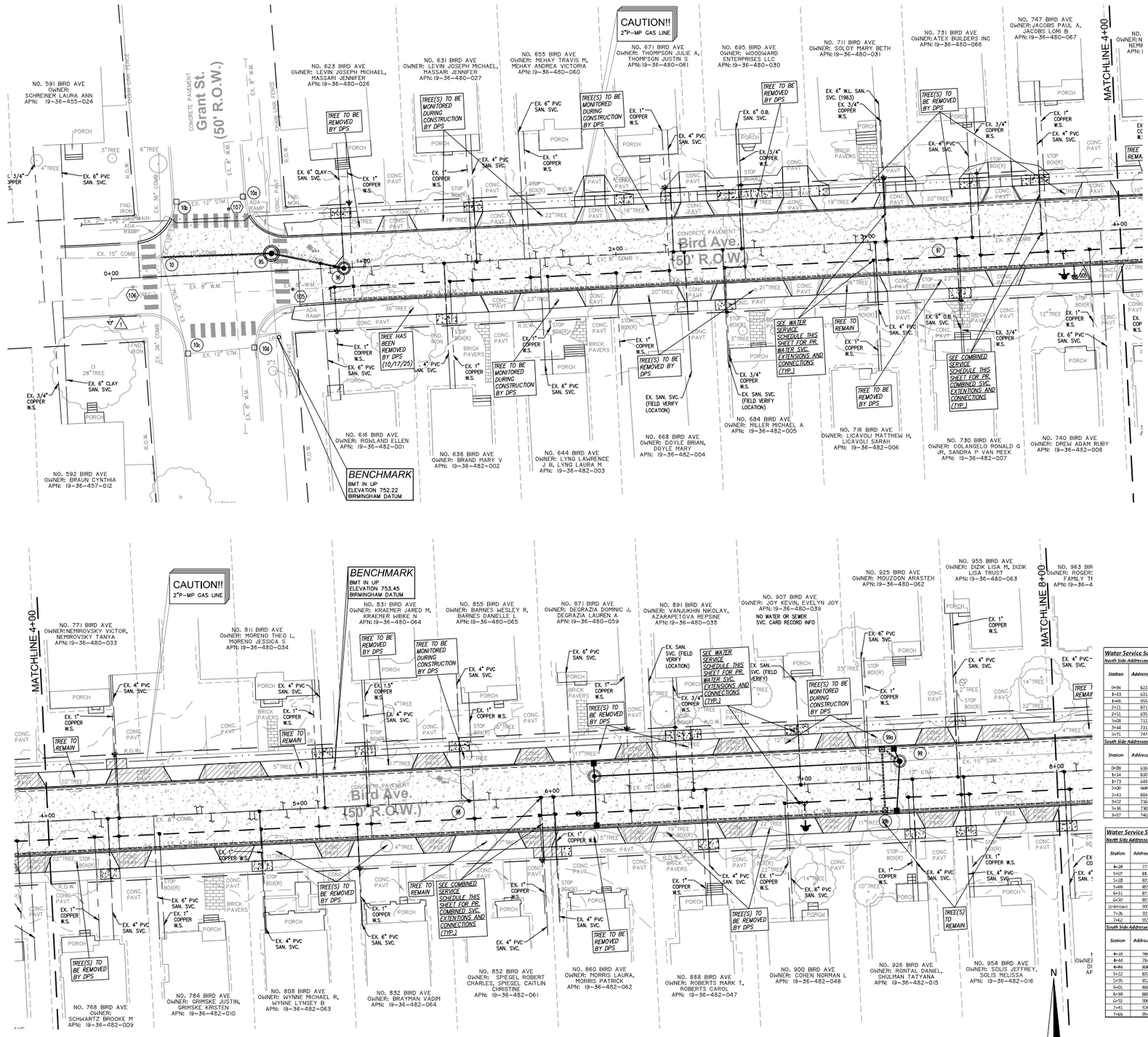
Grant St. (50' R.O.W.)
Bird Ave (50' R.O.W.)
CAUTION!! 2"P-MP GAS LINE
BENCHMARK BMT IN UP ELEVATION 752.22 BIRMINGHAM DATUM
BENCHMARK BMT IN UP ELEVATION 753.45 BIRMINGHAM DATUM
MATCHLINE 4+00
MATCHLINE 8+00
NO. 591 BIRD AVE OWNER: SCHREINER LAURA ANN APN: 19-36-455-024
NO. 592 BIRD AVE OWNER: BRAUN CYNTHIA APN: 19-36-457-012
NO. 623 BIRD AVE OWNER: LEVIN JOSEPH MICHAEL, MASSARI JENNIFER APN: 19-36-480-026
NO. 631 BIRD AVE OWNER: LEVIN JOSEPH MICHAEL, MASSARI JENNIFER APN: 19-36-480-027
NO. 655 BIRD AVE OWNER: MEHAY TRAVIS M, MEHAY ANDREA VICTORIA APN: 19-36-480-060
NO. 671 BIRD AVE OWNER: THOMPSON JULIE A, THOMPSON JUSTIN S APN: 19-36-480-061
NO. 695 BIRD AVE OWNER: WOODWARD ENTERPRISES LLC APN: 19-36-480-030
NO. 711 BIRD AVE OWNER: SOLOY MARY BETH APN: 19-36-480-031
NO. 731 BIRD AVE OWNER: ATEX BUILDERS INC APN: 19-36-480-066
NO. 747 BIRD AVE OWNER: JACOBS PAUL A, JACOBS LORI B APN: 19-36-480-067
NO. 616 BIRD AVE OWNER: ROWLAND ELLEN APN: 19-36-482-001
NO. 638 BIRD AVE OWNER: BRAND MARY V APN: 19-36-482-002
NO. 644 BIRD AVE OWNER: LYNG LAWRENCE J JR, LYNG LAURA M APN: 19-36-482-003
NO. 668 BIRD AVE OWNER: DOYLE BRIAN, DOYLE MARY APN: 19-36-482-004
NO. 684 BIRD AVE OWNER: HILLER MICHAEL A APN: 19-36-482-005
NO. 718 BIRD AVE OWNER: LICAVOLI MATTHEW H, LICAVOLI SARAH APN: 19-36-482-006
NO. 730 BIRD AVE OWNER: COLANGELO RONALD G JR, SANDRA P VAN MEEK APN: 19-36-482-007
NO. 740 BIRD AVE OWNER: DREW ADAM RUBY APN: 19-36-482-008
NO. 768 BIRD AVE OWNER: SCHWARTZ BROOKE M APN: 19-36-482-009
NO. 784 BIRD AVE OWNER: GRIMSKE JUSTIN, GRIMSKE KRISTEN APN: 19-36-482-010
NO. 808 BIRD AVE OWNER: HYNNE MICHAEL R, HYNNE LYNSEY B APN: 19-36-482-063
NO. 832 BIRD AVE OWNER: BRAYMAN VADIM APN: 19-36-482-064
NO. 831 BIRD AVE OWNER: KRAEMER JARED M, KRAEMER MEKC N APN: 19-36-480-064
NO. 855 BIRD AVE OWNER: BARNES WESLEY R, BARNES DANIELLE L APN: 19-36-480-065
NO. 871 BIRD AVE OWNER: DEGRAZIA DOMINIC J, DEGRAZIA LAUREN A APN: 19-36-480-059
NO. 891 BIRD AVE OWNER: VANJUKHIN NIKOLAY, AZARAPETOVA REPSINE APN: 19-36-480-038
NO. 907 BIRD AVE OWNER: JOY KEVIN, EVELYN JOY APN: 19-36-480-039
NO WATER OR SEWER SVC. CARD RECORD INFO
NO. 925 BIRD AVE OWNER: MOIZOON ARASTEH APN: 19-36-480-062
NO. 955 BIRD AVE OWNER: DZIK LISA M, DZIK LISA TRUST APN: 19-36-480-063
NO. 963 BIR OWNER: ROGER FAMILY TI APN: 19-36-4
NO. 771 BIRD AVE OWNER: NEMIROVSKY VICTOR, NEMIROVSKY TANYA APN: 19-36-480-033
NO. 811 BIRD AVE OWNER: MORENO THEO L, MORENO JESSICA S APN: 19-36-480-034
NO. 888 BIRD AVE OWNER: ROBERTS MARK T, ROBERTS CAROL APN: 19-36-482-047
NO. 900 BIRD AVE OWNER: COHEN NORMAN L APN: 19-36-482-048
NO. 926 BIRD AVE OWNER: RONTAL DANIEL, SHULMAN TATYANA APN: 19-36-482-015
NO. 954 BIRD AVE OWNER: SOLIS JEFFREY, SOLIS MELISSA APN: 19-36-482-016
NO. 852 BIRD AVE OWNER: SPIEGEL ROBERT CHARLES, SPIEGEL CAITLIN CHRISTINE APN: 19-36-482-061
NO. 860 BIRD AVE OWNER: MORRIS LAURA, MORRIS PATRICK APN: 19-36-482-062
TREE TO BE REMOVED BY DPS
TREE(S) TO BE MONITORED DURING CONSTRUCTION BY DPS
TREE TO REMAIN
TREE HAS BEEN REMOVED BY DPS (10/17/25)
SEE WATER SERVICE SCHEDULE THIS SHEET FOR PR. WATER SVC. EXTENSIONS AND CONNECTIONS (TYP.)
SEE COMBINED SERVICE SCHEDULE THIS SHEET FOR PR. COMBINED SVC. EXTENTIONS AND CONNECTIONS (TYP.)
TREE(S) TO BE REMOVED BY DPS
TREE TO REMAIN
TREE TO BE REMOVED BY DPS
TREE TO BE MONITORED DURING CONSTRUCTION BY DPS
TREE(S) TO BE REMOVED BY DPS
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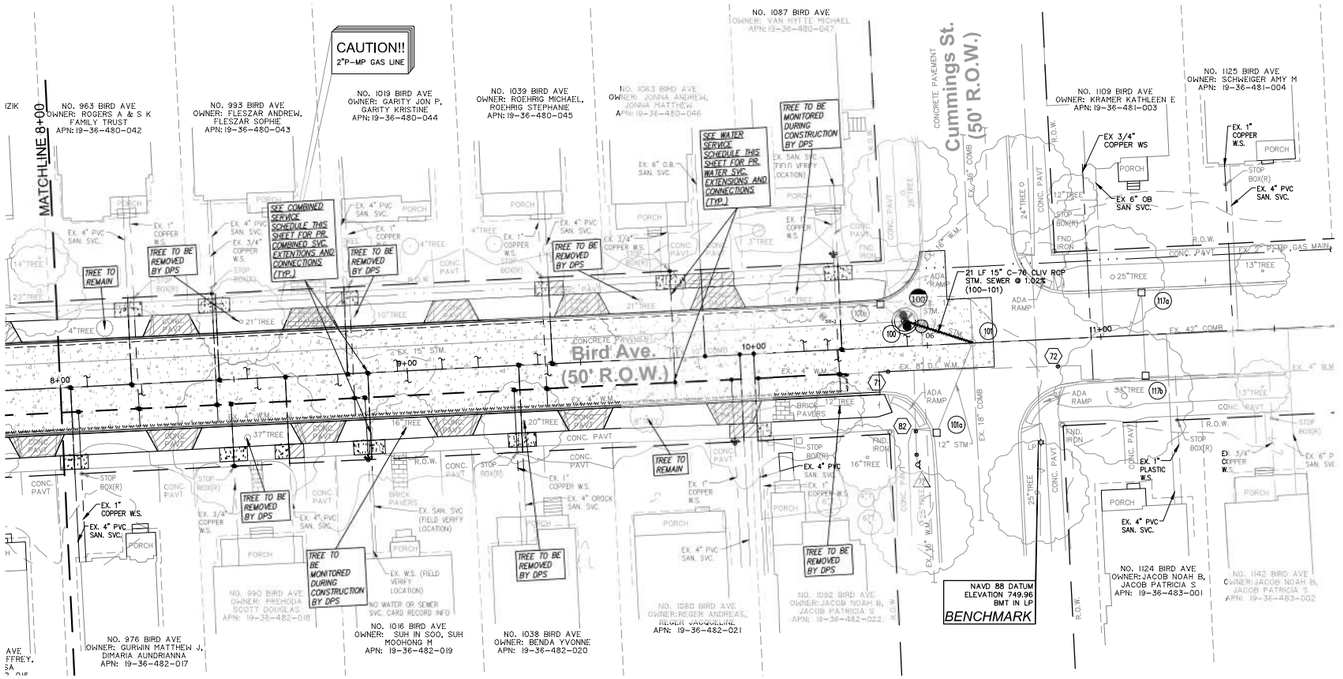


Water Service Schedule -Bird Avenue Sta. 8+00 to P.O.E.

North Side Addresses

Station	Address/Description	Ex. Service	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
8+22	963 Bird Ave	1" Copper	N/A	1"	N
8+45	993 Bird Ave	3/4" Copper	33/1"	1"	Y
8+84	1019 Bird Ave	1" Copper	N/A	1"	N
9+40	1039 Bird Ave	1" Copper	N/A	1"	N
9+77	1063 Bird Ave	3/4" Copper	33/1"	1"	Y
10+24	1087 Bird Ave	1" Copper	N/A	1"	N

South Side Addresses

Station	Address/Description	Ex. Service	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
8+05	976 Bird Ave	1" Copper	5/1"	1"	N
8+49	990 Bird Ave	3/4" Copper	18/1"	1"	Y
8+87	1016 Bird Ave	Unknown (Verify Size/Material)	T.B.D. (5/1")	1"	N
9+30	1038 Bird Ave	1" Copper	5/1"	1"	N
9+93	1060 Bird Ave	1" Copper	5/1"	1"	N
10+01	1062 Bird Ave	1" Copper	5/1"	1"	N

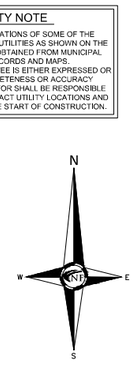
Combined Sewer Service Schedule - Bird Aveenue Sta. 8+00 to P.O.E.

Existing MH98 to MH101

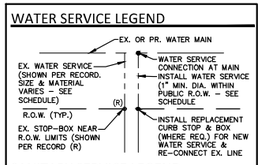
Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
8+03	976 Bird Avenue	10" Comb.	South	4"	P.V.C.	Active	Replace - Tap to Ex. Main	25/6"
8+08	963 Bird Avenue	10" Comb.	North	6"	Unknown	Likely Active	None - Main to be C.I.P.P. Lined	N/A
8+21	963 Bird Avenue	10" Comb.	North	4"	P.V.C.	Active	Replace - Tap to Ex. Main	26/6"
8+23	976 Bird Avenue	10" Comb.	South	6"	Unknown	Capped	None	N/A
8+46	993 Bird Avenue	10" Comb.	North	4"	P.V.C.	Active	Replace - Tap to Ex. Main	26/6"
8+54	993 Bird Avenue	10" Comb.	North	6"	Unknown	Capped	None	N/A
8+57	990 Bird Avenue	10" Comb.	South	6"	Unknown	Capped	None	N/A
8+65	990 Bird Avenue	10" Comb.	South	4"	P.V.C.	Active	Replace - Tap to Ex. Main	25/6"
8+80	1016 Bird Avenue	10" Comb.	South	6"	Unknown	Likely Active	None - Main to be C.I.P.P. Lined	N/A
8+83	1019 Bird Avenue	10" Comb.	North	4"	P.V.C.	Active	Replace - Tap to Ex. Main	25/6"
8+89	1016 Bird Avenue	10" Comb.	South	6"	Unknown	Active	Investigate - Replace & Tap to Ex. Main	25/6"
8+97	1019 Bird Avenue	10" Comb.	North	6"	Unknown	Capped	None	N/A
9+00	1016 Bird Avenue	10" Comb.	South	6"	Unknown	Capped	None	N/A
9+10	1019 Bird Avenue	10" Comb.	North	6"	Unknown	Likely Active	None - Main to be C.I.P.P. Lined	N/A
9+21	1039 Bird Avenue	10" Comb.	North	6"	Unknown	Likely Active	None - Main to be C.I.P.P. Lined	N/A
9+32	1038 Bird Avenue	10" Comb.	North	4"	Crock	Active	Replace - Tap to Ex. Main	25/6"
9+37	1039 Bird Avenue	10" Comb.	North	6"	Unknown	Capped	None	N/A
9+40	1038 Bird Avenue	10" Comb.	South	6"	Unknown	Likely Active	None - Main to be C.I.P.P. Lined	N/A
9+42	1039 Bird Avenue	10" Comb.	North	4"	P.V.C.	Active	Replace - Tap to Ex. Main	26/6"
9+76	1063 Bird Avenue	10" Comb.	North	6"	Unknown	Capped	None	N/A
9+78	1063 Bird Avenue	10" Comb.	North	6"	Unknown	Capped	None	N/A
9+84	1080 Bird Avenue	10" Comb.	South	6"	Unknown	Likely Active	None - Main to be C.I.P.P. Lined	N/A
9+86	1063 Bird Avenue	10" Comb.	South	6"	O.B.	Active	Replace - Tap to Ex. Main	26/6"
9+96	1080 Bird Avenue	10" Comb.	South	4"	P.V.C.	Active	Replace - Tap to Ex. Main	25/6"
10+00	1062 Bird Avenue	10" Comb.	South	4"	P.V.C.	Active	Replace - Tap to Ex. Main	25/6"
10+14	1087 Bird Avenue	10" Comb.	North	6"	Unknown	Likely Active	None - Main to be C.I.P.P. Lined	N/A
10+21	1087 Bird Avenue	10" Comb.	North	6"	Unknown	Capped	None	N/A
10+24	1092 Bird Avenue	10" Comb.	South	6"	Unknown	Capped	None	N/A
10+25	1087 Bird Avenue	10" Comb.	North	6"	Unknown	Active	Investigate - Replace & Tap to Ex. Main	26/6"
10+44	1087 Bird Avenue	10" Comb.	North	6"	Unknown	Active	None - Main to be C.I.P.P. Lined	N/A

UTILITY NOTE

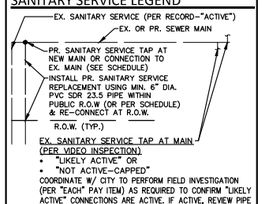
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



WATER SERVICE LEGEND



SANITARY SERVICE LEGEND



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SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER
NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Bird Avenue
Phase 1B Project
Contract #7-26(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
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of Section 36,
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City of Birmingham,
Oakland County, Michigan

SHEET
Utility Service Plan Sta.
8+00 To P.O.E.

811
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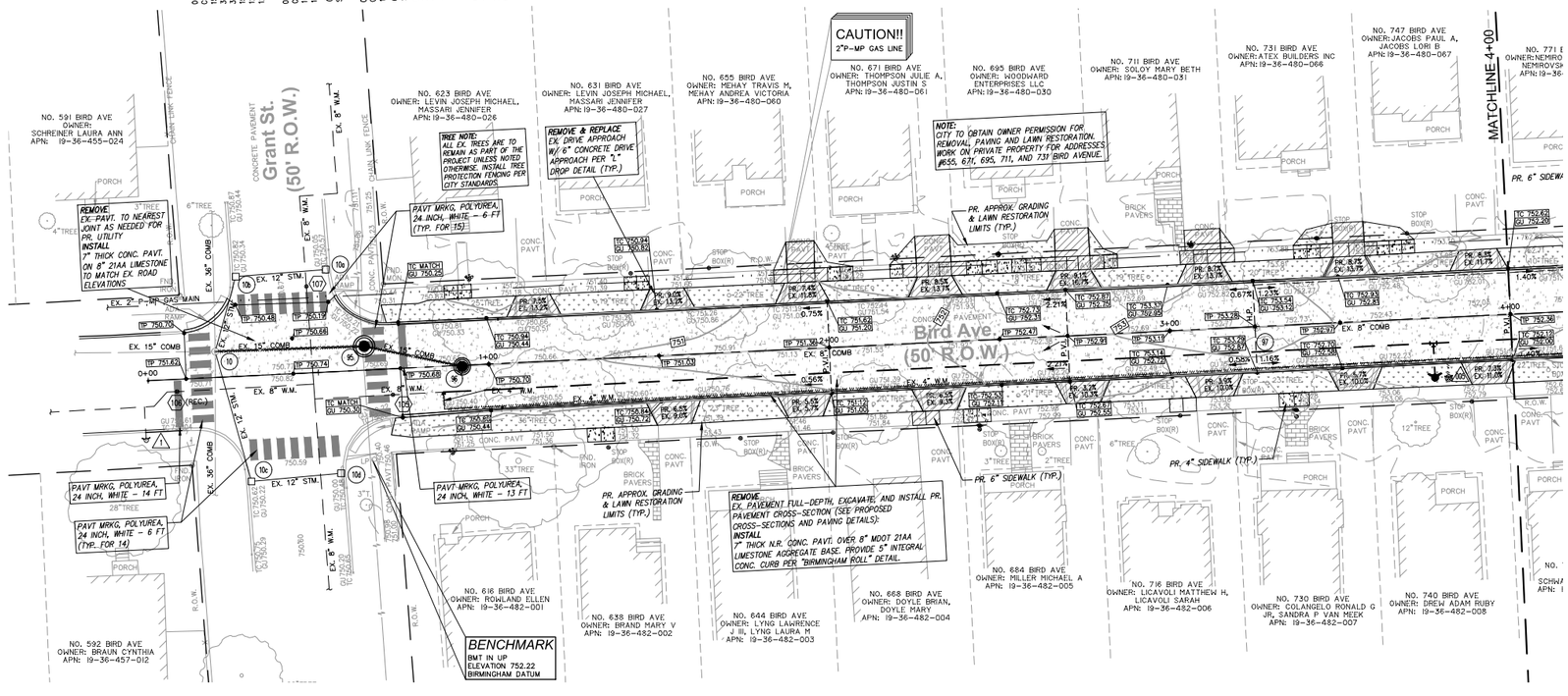
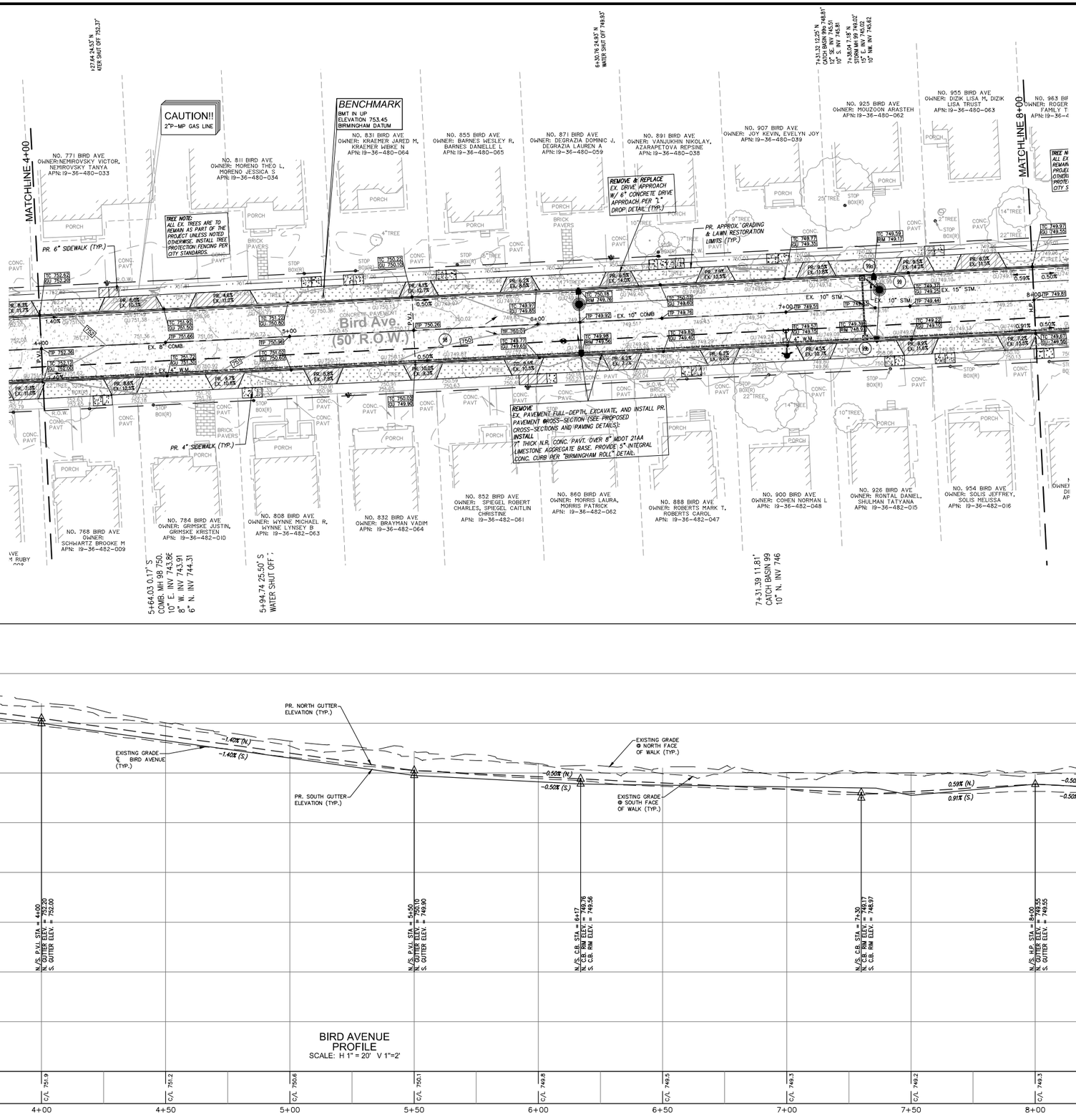
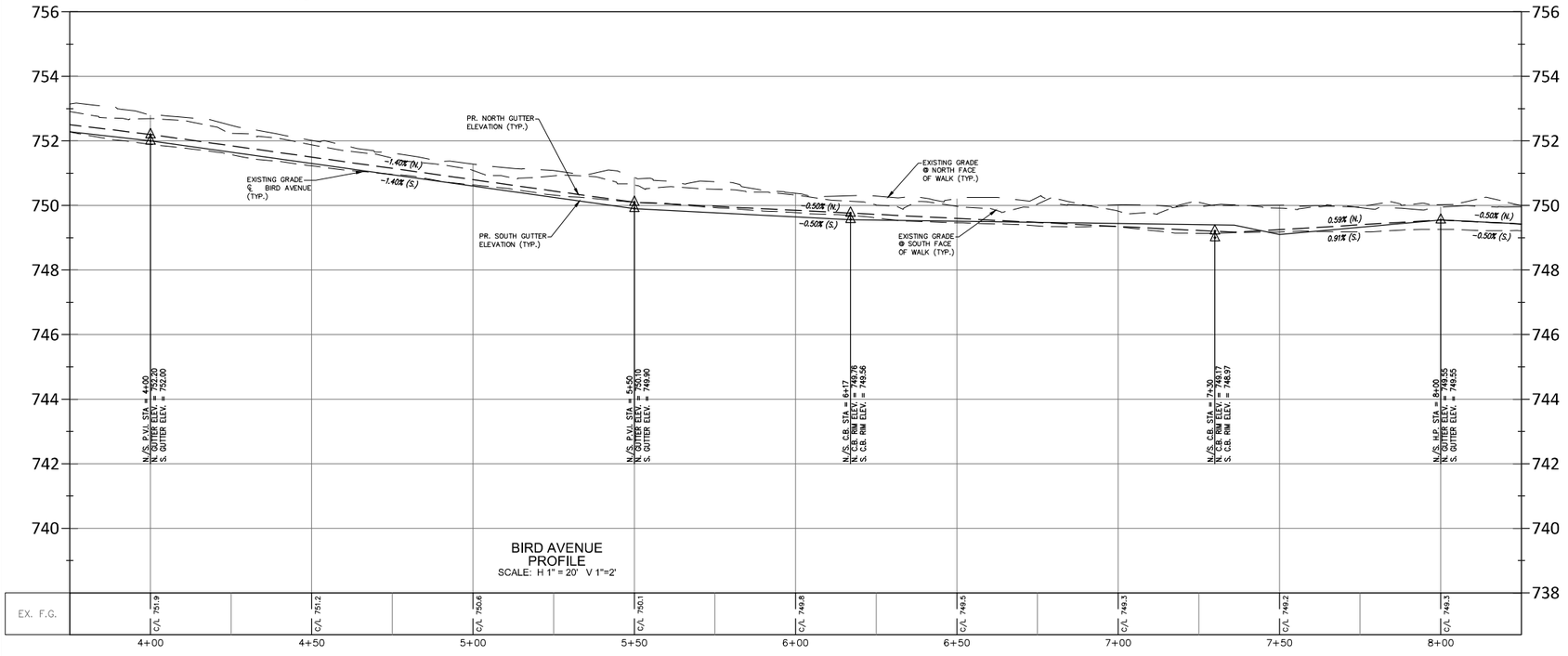
DATE	ISSUED/REVISED
12-23-2025	ISSUED FOR CITY REVIEW
01-22-2026	BIDS
02-09-2026	ADDENDUM 1

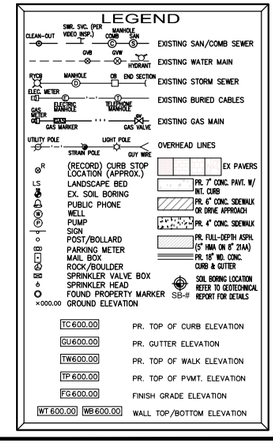
DRAWN BY:
K. Withrow
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
October 25, 2024
SCALE: 1" = 20'
20 10 0 10 20 30

NFE JOB NO. O947
SHEET NO. C06


CAUTION!!
2"P-MP GAS LINE
MATCHLINE 4+00
Grant St.
(50' R.O.W.)
Bird Ave.
(50' R.O.W.)
NO. 591 BIRD AVE
OWNER:
SCHREINER LAURA ANN
APN: 19-36-455-024
NO. 623 BIRD AVE
OWNER: LEVIN JOSEPH MICHAEL,
MASSARI JENNIFER
APN: 19-36-480-026
NO. 631 BIRD AVE
OWNER: LEVIN JOSEPH MICHAEL,
MASSARI JENNIFER
APN: 19-36-480-027
NO. 655 BIRD AVE
OWNER: MEHAY TRAVIS M,
MEHAY ANDREA VICTORIA
APN: 19-36-480-060
NO. 671 BIRD AVE
OWNER: THOMPSON JULIE A,
THOMPSON JUSTIN S
APN: 19-36-480-061
NO. 695 BIRD AVE
OWNER: WOODWARD
ENTERPRISES LLC
APN: 19-36-480-030
NO. 711 BIRD AVE
OWNER: SOLOY MARY BETH
APN: 19-36-480-031
NO. 731 BIRD AVE
OWNER: ATEX BUILDERS INC
APN: 19-36-480-066
NO. 747 BIRD AVE
OWNER: JACOBS PAUL A,
JACOBS LORI B
APN: 19-36-480-067
NO. 592 BIRD AVE
OWNER: BRAUN CYNTHIA
APN: 19-36-457-012
NO. 616 BIRD AVE
OWNER: ROWLAND ELLEN
APN: 19-36-482-001
NO. 638 BIRD AVE
OWNER: BRAND MARY V
APN: 19-36-482-002
NO. 644 BIRD AVE
OWNER: LYNG LAWRENCE
J III, LYNG LAURA M
APN: 19-36-482-003
NO. 668 BIRD AVE
OWNER: DOYLE BRIAN,
DOYLE MARY
APN: 19-36-482-004
NO. 684 BIRD AVE
OWNER: MILLER MICHAEL A
APN: 19-36-482-005
NO. 716 BIRD AVE
OWNER: LICAVOLI MATTHEW H,
LICAVOLI SARAH
APN: 19-36-482-006
NO. 730 BIRD AVE
OWNER: COLANGELO RONALD G
JR, SANDRA P VAN MEEK
APN: 19-36-482-007
NO. 740 BIRD AVE
OWNER: DREW ADAM RUBY
APN: 19-36-482-008
BENCHMARK
BMT IN UP
ELEVATION 752.22
BIRMINGHAM DATUM
TREE NOTE:
ALL EX. TREES ARE TO REMAIN AS PART OF THE PROJECT UNLESS NOTED OTHERWISE. INSTALL TREE PROTECTION FENCING PER CITY STANDARDS.
REMOVE & REPLACE
EX. DRIVE APPROACH W/ 6" CONCRETE DRIVE APPROACH PER "L" DROP DETAIL (TYP.)
NOTE:
CITY TO OBTAIN OWNER PERMISSION FOR REMOVAL, PAVING AND LAWN RESTORATION, WORK ON PRIVATE PROPERTY FOR ADDRESSES #655, 671, 695, 711, AND 731 BIRD AVENUE.
REMOVE
EX. PAVT. TO NEAREST JOINT AS NEEDED FOR PR. UTILITY.
INSTALL
7" THICK CONC. PAVT. ON 8" 21AA LIMESTONE TO MATCH EX. ROAD ELEVATIONS.
PAVT MRKG, POLYUREA, 24 INCH, WHITE - 6 FT (TYP. FOR 15)
PAVT MRKG, POLYUREA, 24 INCH, WHITE - 14 FT
PAVT MRKG, POLYUREA, 24 INCH, WHITE - 6 FT (TYP. FOR 14)
PAVT MRKG, POLYUREA, 24 INCH, WHITE - 13 FT
PR. APPROX. GRADING & LAWN RESTORATION LIMITS (TYP.)
PR. 6" SIDEWALK (TYP.)
PR. 4" SIDEWALK (TYP.)
REMOVE
EX. PAVEMENT FULL-DEPTH, EXCAVATE, AND INSTALL PR. PAVEMENT CROSS-SECTION (SEE PROPOSED CROSS-SECTIONS AND PAVING DETAILS).
INSTALL
7" THICK N.R. CONC. PAVT. OVER 8" MDOT 21AA LIMESTONE AGGREGATE BASE. PROVIDE 5" INTEGRAL CONC. CURB PER "BIRMINGHAM ROLL" DETAIL.
EX. 15" COMB
EX. 12" STM.
EX. 8" W.M.
EX. 2"-P-MP GAS MAIN
EX. 36" COMB
EX. 8" COMB
EX. 4" W.M.
EX. 6" W.M.
EX. 24" STM.
EX. 18" STM.
EX. 10" W.M.
EX. 8" STM.
EX. 2" W.M.
EX. 2"-P-MP GAS MAIN
EX. 8" W.M.
EX. 8" STM.
EX. 8" COMB
EX. 4" W.M.
EX. 8" W.M.
EX. 4" W.M.
EX. 8" W.M.
EX. 8" W.M.
EX. 8







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Bird Avenue
Phase 1B Project
Contract #7-26(W)

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P. Tulikangas

APPROVED BY:
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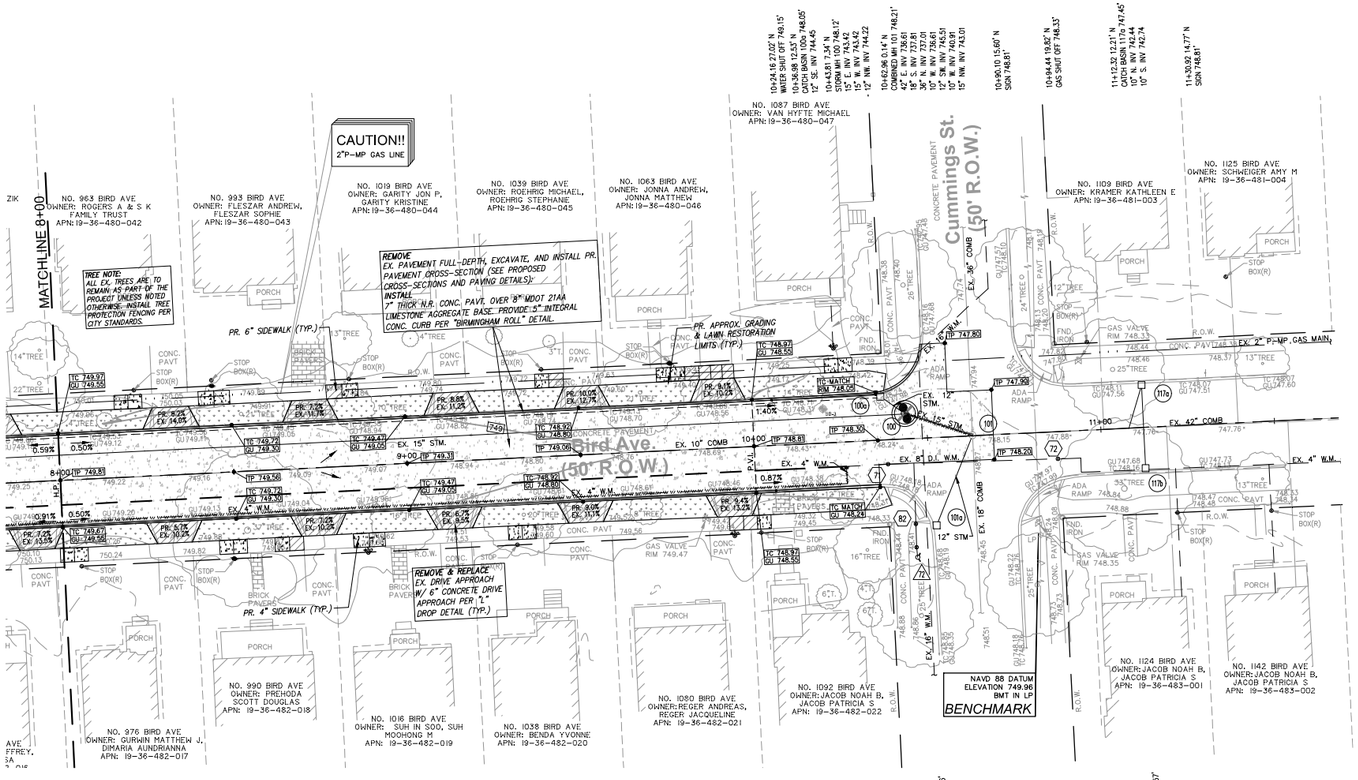
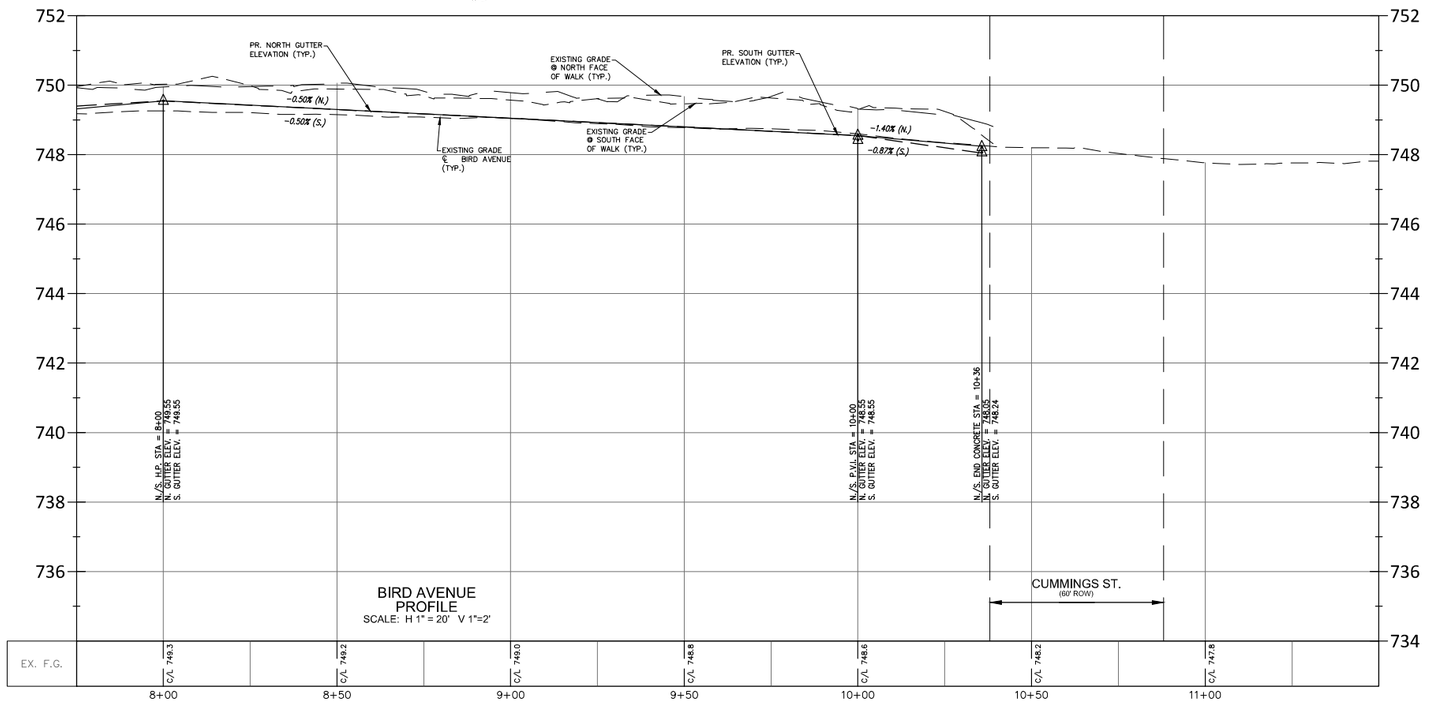
20 10 0 10 20 30

NFE JOB NO. O947
SHEET NO. C08





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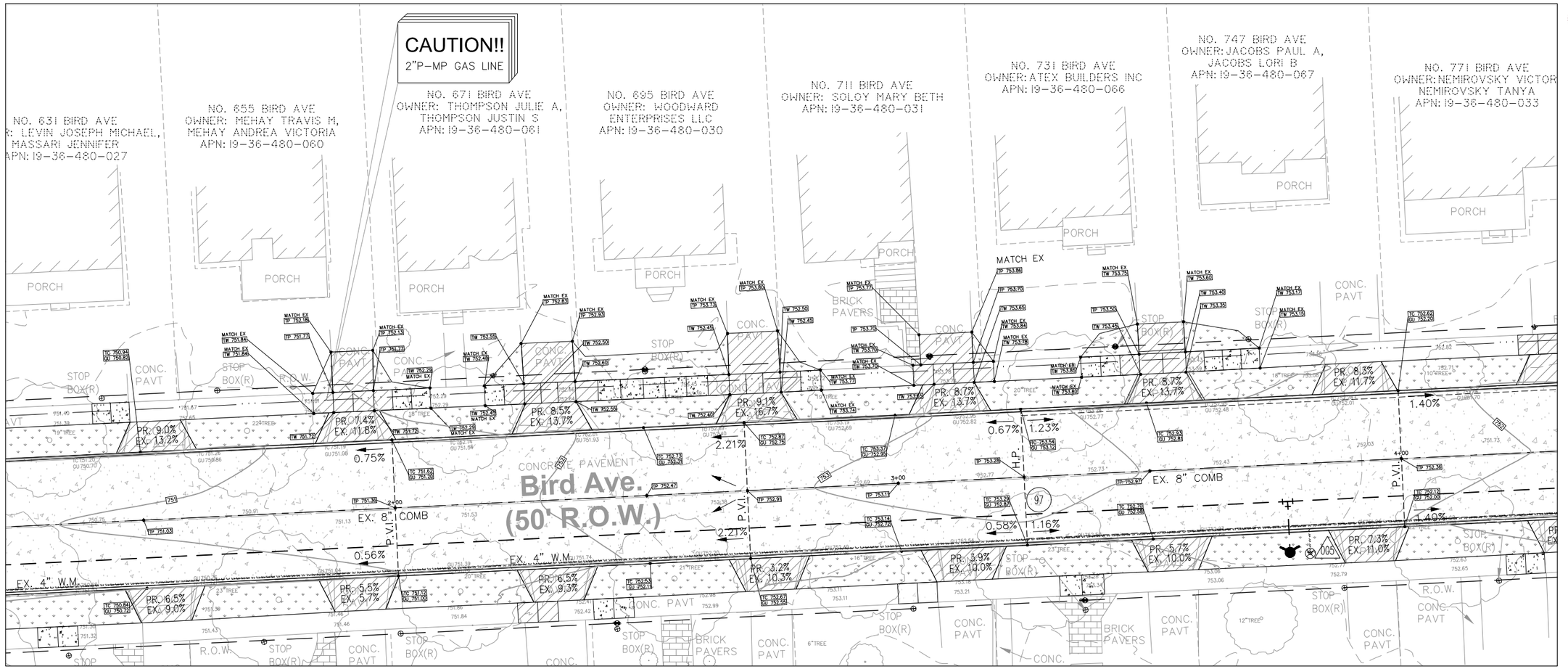
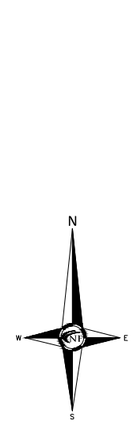
SCALE: 1" = 20' / 1"=2'
20 10 0 10 20 30

NFE JOB NO. O947
SHEET NO. C09

LEGEND

SWR. SVC. (PER VIDEO INSP.) / MANHOLE / CLEAN-OUT / CMB / GV&B / SAN	EXISTING SAN/COMB SEWER
	EXISTING WATER MAIN
RYCB / MANHOLE / CB / END SECTION	EXISTING STORM SEWER
ELEC. METER / ELEC. MARKER / DRAINAGE MARKER / TELEPHONE MARKER	EXISTING BURIED CABLES
GAS METER / GAS MARKER / GAS VALVE	EXISTING GAS MAIN
UTILITY POLE / LIGHT POLE / SPARK POLE / GUY WIRE	OVERHEAD LINES
(RECORD) CURB STOP LOCATION (APPROX.)	EX PAVERS
LANDSCAPE BED	PR. 7" CONC. PAVT. W/ INT. CURB
EX. SOIL BORING	PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
PUBLIC PHONE	PR. 4" CONC. SIDEWALK
WELL	PR. FULL-DEPTH ASPH. (5" HMA ON 8" 21AA)
PUMP	PR. 18" MD. CONC. CURB & GUTTER
SIGN	SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS
POST/BOLLARD	
PARKING METER	
MAIL BOX	
ROCK/BOULDER	
SPRINKLER VALVE BOX	
SPRINKLER HEAD	
FOUND PROPERTY MARKER	SB-#
+000.00 GROUND ELEVATION	
TC 600.00	PR. TOP OF CURB ELEVATION
GU600.00	PR. GUTTER ELEVATION
TW600.00	PR. TOP OF WALK ELEVATION
TP 600.00	PR. TOP OF PVMT. ELEVATION
FG 600.00	FINISH GRADE ELEVATION
WT 600.00 / WB600.00	WALL TOP/BOTTOM ELEVATION





LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- (RECORD) CURB STOP LOCATION (APPROX.)
- LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE
- WELL
- PUMP
- SIGN
- POST/BOLLARD
- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- ×000.00 GROUND ELEVATION
- EX PAVERS
- PR. 7" CONC. PAVT. W/ INT. CURB
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. (5" HMA ON 6" 21AA)
- PR. 15" WD. CONC. CURB & GUTTER
- SB-# SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

TC 600.00	PR. TOP OF CURB ELEVATION
GU 600.00	PR. GUTTER ELEVATION
TW 600.00	PR. TOP OF WALK ELEVATION
TP 600.00	PR. TOP OF PVMT. ELEVATION
FG 600.00	FINISH GRADE ELEVATION
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Walk & Driveway Grading
Detail

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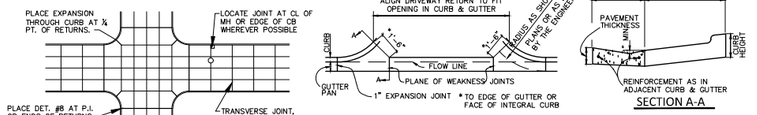
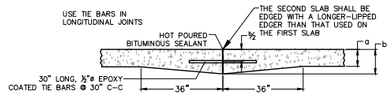


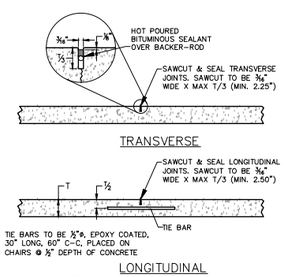
TYPICAL JOINT LAYOUT

MDOT DRIVEWAY OPENING DETAIL 'M'
N.T.S.

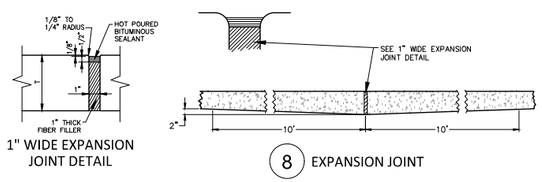
SLAB DESIGNATION	"a"	"b"
6"	6"	8"
7"	7"	9"
7-½"	7-½"	10"
8"	8"	11"
9"	9"	12"



5 CONSTRUCTION JOINT

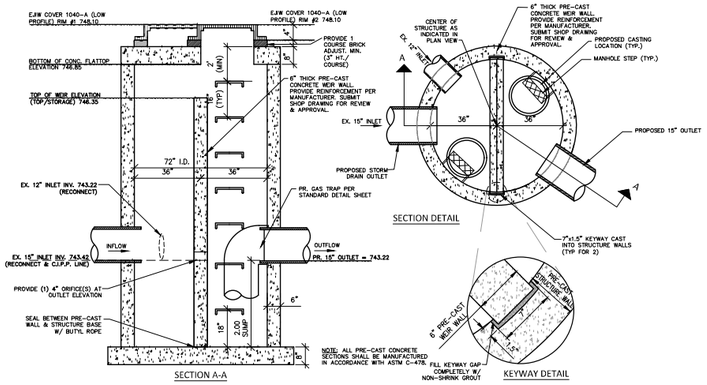


6 CONTRACTION JOINT



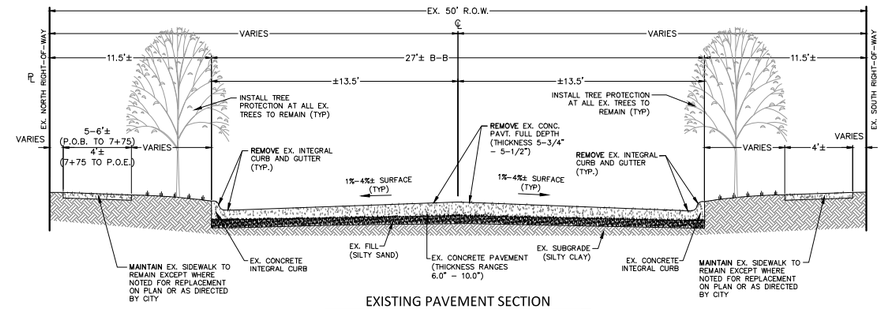
1" WIDE EXPANSION JOINT DETAIL

8 EXPANSION JOINT



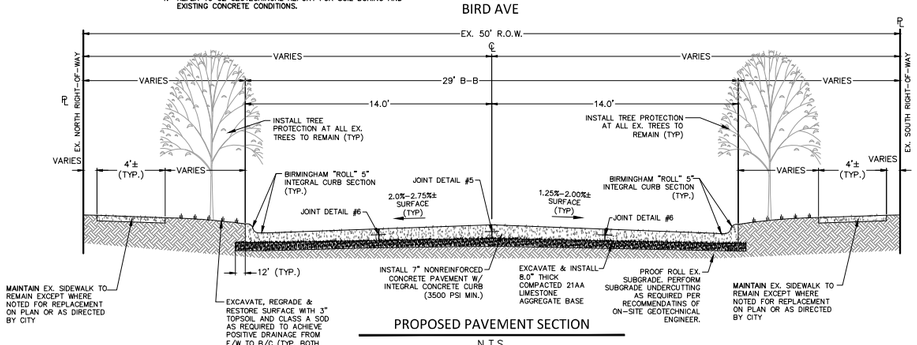
100 6' DIAMETER OUTLET CONTROL MANHOLE (SCHEMATIC DETAIL)
N.T.S.

NOTE: OUTLET CONTROL STRUCTURE SHOWN IS SCHEMATIC. CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS SHOWING SITE SPECIFIC PIPE ORIENTATION, WSIR WALL ORIENTATION, INLET/OUTLET PIPE SIZES, RIM ELEVATIONS, ETC. FOR REVIEW AND APPROVAL.



EXISTING PAVEMENT SECTION
N.T.S.
BIRD AVE

NOTES:
1. REFER TO G2 GEOTECHINCAL REPORT FOR SOIL BORING AND EXISTING CONCRETE CONDITIONS.



PROPOSED PAVEMENT SECTION
N.T.S.
BIRD AVE
P.O.B. TO P.O.E.

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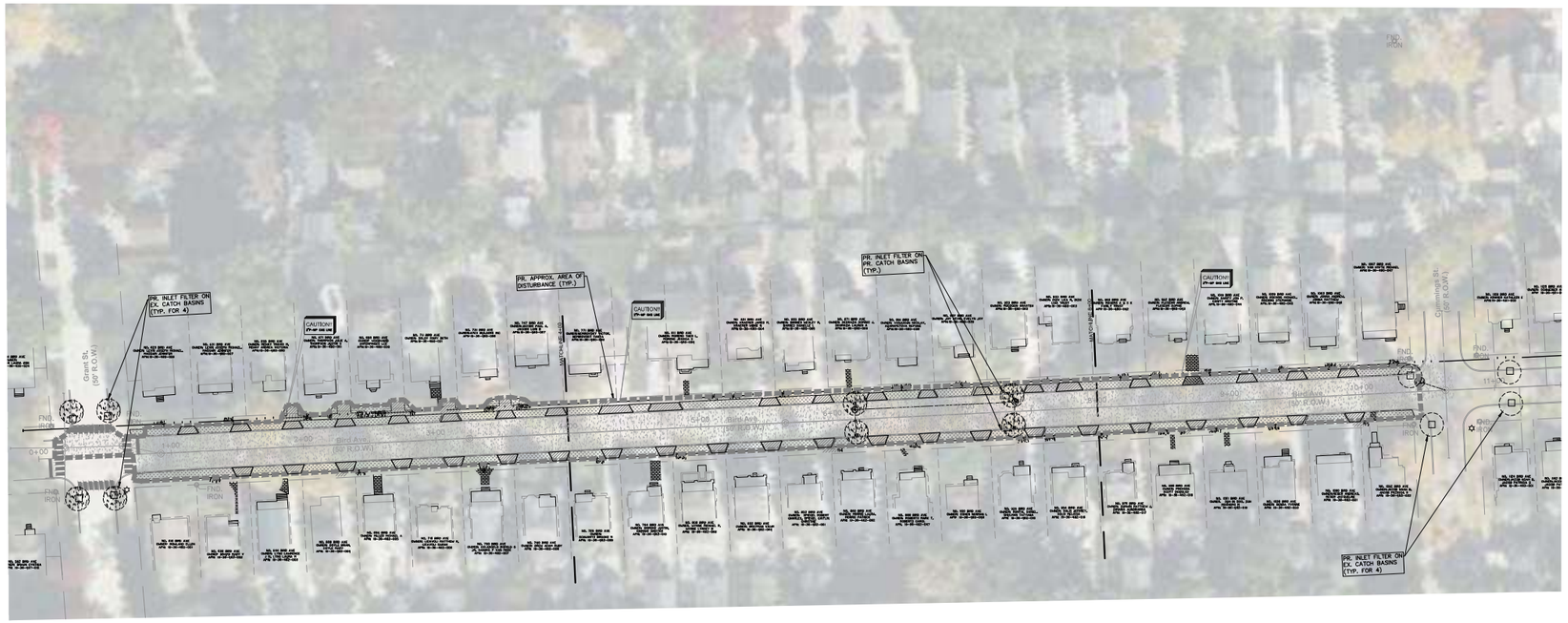
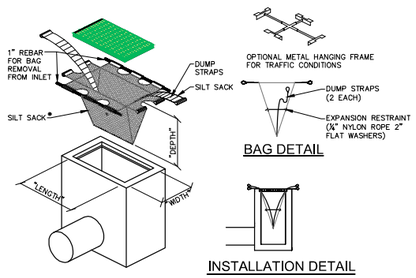
DRAWN BY: K. Withrow
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: N.T.S.

NFE JOB NO. O947
SHEET NO. C11





SILT SACK FILTER DETAIL

LEGEND

- INDICATES APPROXIMATE LIMITS OF EARTH DISTRUPTION
- INDICATES INLET FILTER AND/OR INLET SEDIMENT PIT ON PROPOSED CATCH BASIN (IN ACCORDANCE WITH CITY SPECIFICATIONS AND O.C.W.R.C. DETAILS)

CONSTRUCTION SEQUENCE / TIMING SCHEDULE

1.	INSTALL SOIL EROSION MEASURES	1ST MONTH
2.	COMMENCE UNDERGROUND CONSTRUCTION	2ND MONTH
3.	COMPLETE ROAD CONSTRUCTION	3RD MONTH
4.	COMPLETE LANDSCAPE RESTORATION	4TH MONTH
5.	REMOVE SOIL EROSION MEASURES	5TH MONTH

NOTES

A DISTANCE OF APPROXIMATELY 1.3 MI TO THE NEAREST BODY OF WATER (QUARTON LAKE).

THE APPROXIMATE TOTAL AREA OF EARTH DISRUPTION IS APPROXIMATELY 1.0 ACRES.

THE SOIL EROSION CONTROLS WILL BE MAINTAINED WEEKLY AND AFTER EVERY STORM EVENT BY CONTRACTOR

A SOIL EROSION PERMIT IS REQUIRED FROM THE CITY OF BIRMINGHAM.

SOIL DATA

THIS SITE CONSISTS OF 60B (SHEBEON–URBAN LAND COMPLEX, 0 TO 4 PERCENT SLOPES) BASED ON DATA PROVIDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE.

SOIL EROSION CONTROL NOTES

CUTTING, FILLING AND GRADING SHALL BE MINIMIZED AND THE NATURAL TOPOGRAPHY OF THE SITE SHALL BE PRESERVED TO THE MAXIMUM POSSIBLE EXTENT, EXCEPT WHERE SPECIFIC FINDINGS DEMONSTRATE THAT MAJOR ALTERATIONS WILL STILL MEET THE PURPOSES AND REQUIREMENTS OF THIS ORDINANCE.

DEVELOPMENT SHALL BE STAGED TO KEEP THE EXPOSED AREAS OF SOIL AS SMALL AS PRACTICABLE.

SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED BETWEEN THE DISTURBED AREA AND ANY WATERCOURSES, INCLUDING RIVERS, STREAMS, CREEKS, LAKES, PONDS AND OTHER WATERCOURSES; WETLANDS; OR ROADWAYS ON OR NEAR THE SITE.

SEDIMENT RESULTING FROM ACCELERATED SOIL EROSION SHALL BE REMOVED FROM RUNOFF WATER BEFORE THAT WATER LEAVES THE SITE.

TEMPORARY AND PERMANENT SOIL EROSION CONTROL MEASURES DESIGNED AND CONSTRUCTED FOR THE CONVEYANCE OF WATER AROUND, THROUGH, OR AWAY FROM THE SITE SHALL BE DESIGNED TO LIMIT THE WATER FLOW TO A NON–EROSIVE VELOCITY.

TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE REMOVED AFTER PERMANENT SOIL EROSION CONTROL MEASURES HAVE BEEN IMPLEMENTED. ALL SITES SHALL BE STABILIZED WITH PERMANENT SOIL EROSION CONTROL MEASURES.

IF LAKES, PONDS, CREEKS, STREAMS, OR WETLANDS ARE LOCATED ON OR NEAR THE SITE, EROSION CONTROL MEASURES WHICH DIVERT RUNOFF AND TRAP SEDIMENT MUST BE PROVIDED AT STRATEGIC LOCATIONS. STRAW BALE BERMS MAY BE USED AS TEMPORARY STORMWATER DIVERSION STRUCTURES, BUT WILL NOT BE CONSIDERED SUFFICIENT FOR TRAPPING SEDIMENT. THE USE OF SEDIMENT BASINS, FILTER FABRIC, VEGETATED BUFFER STRIPS, AND ROCK FILTERS IN LIEU OF STRAW BALE BERMS SHALL BE STRONGLY ENCOURAGED. OTHER MEASURES MAY BE REQUIRED IF REASONABLY DETERMINED TO BE NECESSARY TO PROTECT A WATERCOURSE OR WETLAND.

WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER AN EARTH CHANGE HAS BEEN COMPLETED OR WHEN SIGNIFICANT EARTH CHANGE ACTIVITY CEASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED.

PERMANENT EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 15 (FIFTEEN) CALENDAR DAYS AFTER FINAL GRADING OR THE FINAL EARTH CHANGE HAS BEEN COMPLETED. ALL TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED.

VEGETATED BUFFER STRIPS SHALL BE CREATED OR RETAINED ALONG THE EDGES OF ALL LAKES, PONDS, CREEKS, STREAMS, OTHER WATERCOURSES, OR WETLANDS.

EROSION AND SEDIMENTATION CONTROL MEASURES SHALL RECEIVE REGULAR MAINTENANCE TO ASSURE PROPER FUNCTIONING.

ALL GRADING PLANS AND SPECIFICATIONS, INCLUDING EXTENSIONS OF PREVIOUSLY APPROVED PLANS, SHALL INCLUDE PROVISIONS FOR EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH, BUT NOT LIMITED TO, THE STANDARDS CONTAINED IN THE "STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL", PUBLISHED BY THE OAKLAND SOIL CONSERVATION DISTRICT.

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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46777 WOODWARD AVE.
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WWW.NOWAKFRAUS.COM

SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Bird Avenue
Phase 1B Project
Contract #7-26(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the S.E. ¼
of Section 36,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
SESC Plan

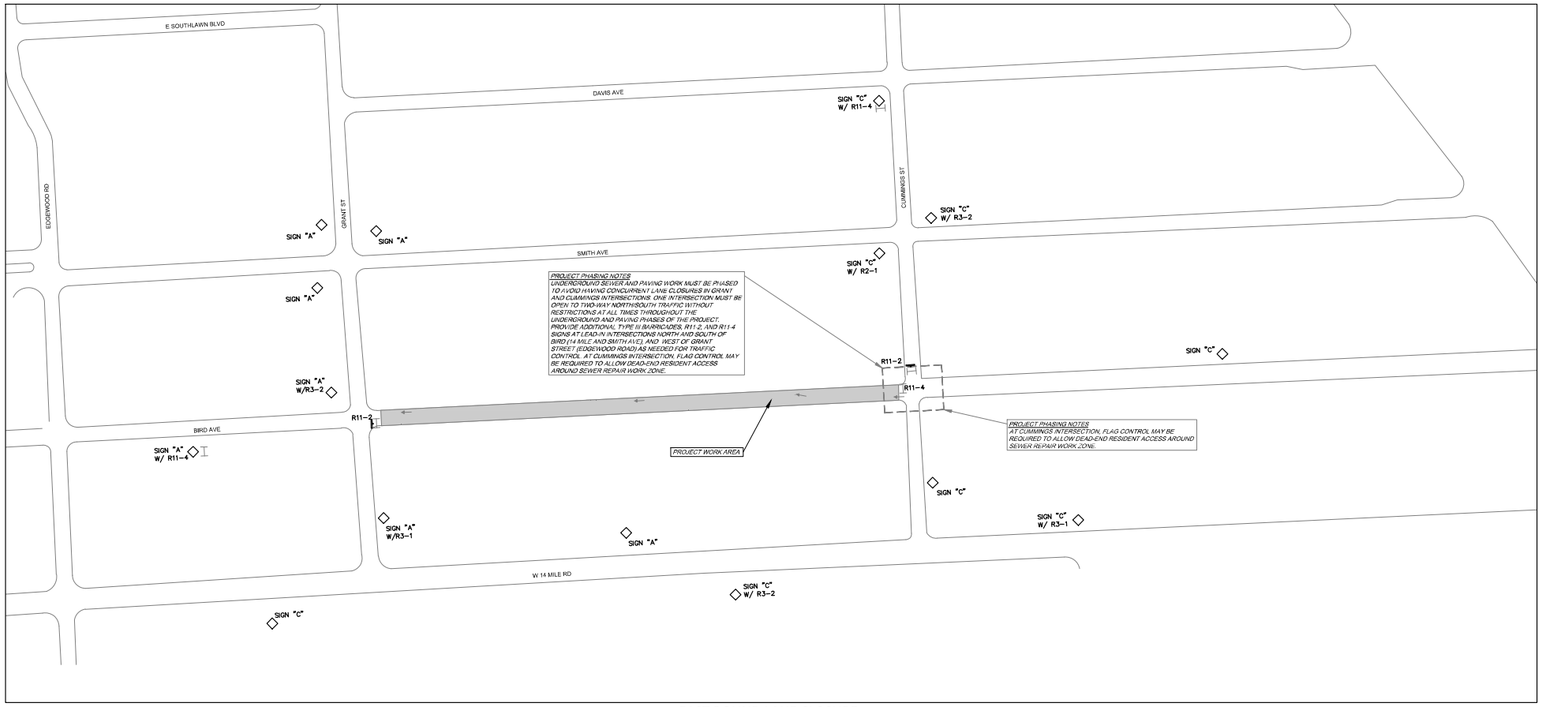
811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
12-18-2025	ISSUED FOR CITY REVIEW
01-22-2026	BIDS

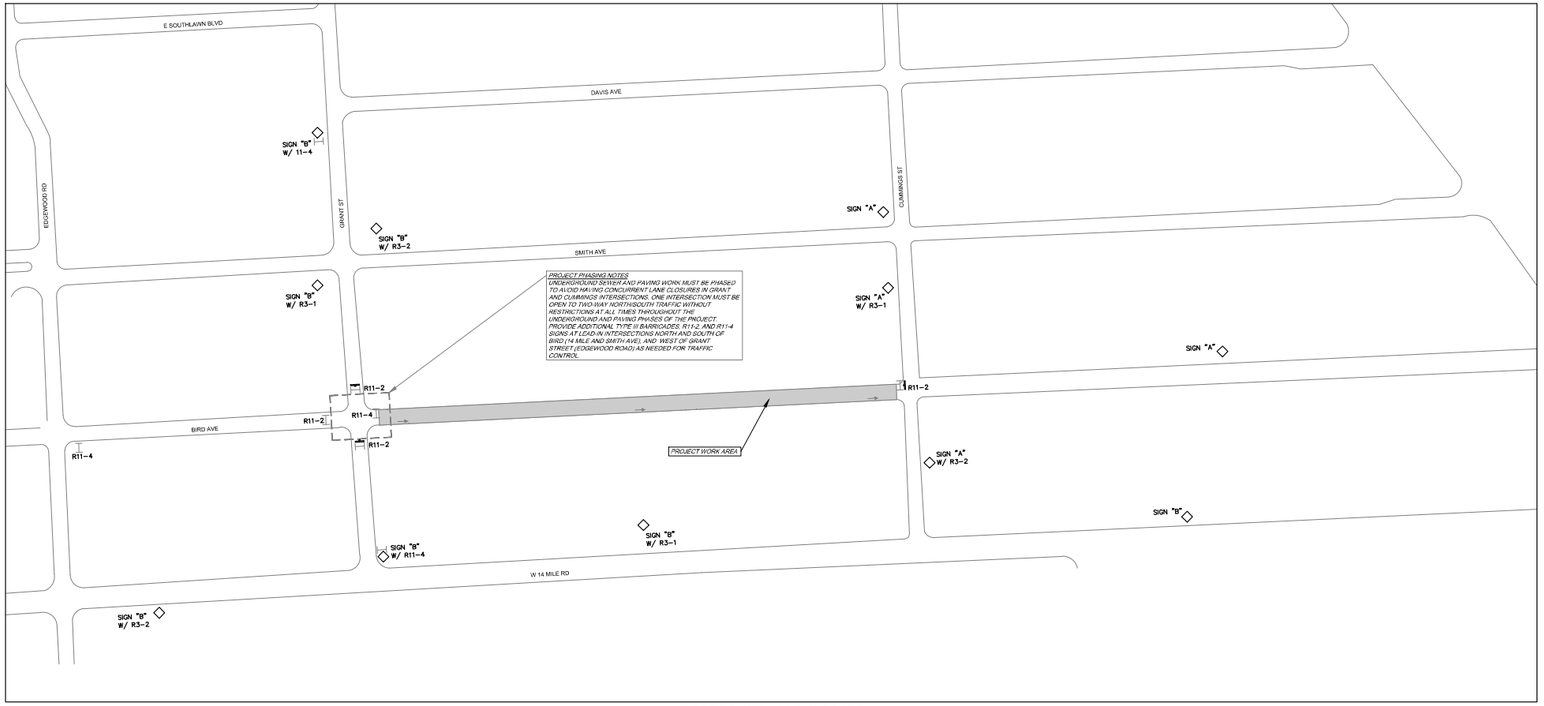
DRAWN BY: K. Withrow
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: 1" = 50'

50 25 0 25 50 75

NFE JOB NO. O947
SHEET NO. C12



EAST BOUND LANE CLOSURE



WEST BOUND LANE CLOSURE

BIRD AVE. CLOSED TO THRU TRAFFIC (GRANT TO CUMMINGS) SEEK ALT. ROUTE

36"x72" ADVANCE WARNING SIGN "A"
BLACK LEGEND ON ORANGE BACKGROUND

GRANT CLOSED AT BIRD SEEK ALT. ROUTE

36"x72" ADVANCE WARNING SIGN "B"
BLACK LEGEND ON ORANGE BACKGROUND

CUMMINGS CLOSED AT BIRD SEEK ALT. ROUTE

36"x72" ADVANCE WARNING SIGN "C"
BLACK LEGEND ON ORANGE BACKGROUND

R3-1

R3-2

SYMBOL KEY

- TYPE III BARRICADES
- ADVANCED WARNING SIGN
- DETOUR

ADVANCED WARNING SIGN QUANTITIES AS SHOWN

DESIGNATION	DESCRIPTION	SIZE	QUANTITY
SIGN "A"	BIRD AVE CLOSED TO THRU TRAFFIC (GRANT TO CUMMINGS) SEEK ALT. ROUTE	60"x30"	11
SIGN "B"	GRANT CLOSED AT BIRD SEEK ALT. ROUTE	60"x30"	7
SIGN "C"	CUMMINGS CLOSED AT BIRD SEEK ALT. ROUTE	60"x30"	8
R11-4	ROAD CLOSED FOR THRU TRAFFIC	60"x30"	7
R11-2	ROAD CLOSED	60"x30"	6
R3-1	NO RIGHT TURN	24"x24"	6
R3-2	NO LEFT TURN	24"x24"	6

NOTES

1. PLACE TRAFFIC CONTROL DEVICES AS SPECIFIED, OR AS OTHERWISE DIRECTED BY THE CITY OF BIRMINGHAM, INCLUDING ADVANCE WARNING SIGNS AND BARRICADES NOT SPECIFIED ON THIS DIAGRAM. CONTRACTOR/INSPECTOR MUST ACCOMPANY SIGN SUBCONTRACTOR DURING PLACEMENT OF SIGNS THROUGHOUT VARIOUS TRAFFIC CONTROL CHANGES.
2. ALL SIGNS AND BARRICADING SHALL BE IN ACCORDANCE WITH CURRENT M.M.U.T.C.D. AND M.D.OT. SPECIFICATIONS AND TRAFFIC TYPICALS, INCLUDING PLACEMENT OF ADDITIONAL REQUIRED SIGNS/BARRICADES NOT DEPICTED ON THESE PLANS TO CONTROL TRAFFIC, LANE SHIFTS, ETC.
3. ADVANCE WARNING SIGNS AND BARRICADES SHALL REMAIN IN PLACE UNTIL THE NEW ROAD (OR A PORTION THEREOF) IS READY TO BE OPENED FOR TRAFFIC AS DETERMINED BY THE CITY.
4. MAINTAIN SIDEWALKS AND INSTALL & MAINTAIN FENCING & SIGNAGE AS NEEDED TO ENSURE PEDESTRIAN SAFETY. UTILIZE MAINTENANCE AGGREGATE AS REQUIRED.
5. ERECT, REMOVE, AND/OR MAINTAIN ALL ADVANCE WARNING/DETOUR SIGNAGE AS DIRECTED BY THE CITY.
6. TYPE III BARRICADES (LIGHTED) SHALL BE PLACED FOR ALL LANE CLOSURES, AND SHALL INCLUDE A R11-2 OR R11-4 SIGN ON EACH TYPE III BARRICADE WHERE NOTED.
7. ALL SIDEWALK CLOSURES WITHIN CITY LIMITS SHALL HAVE TYPE III BARRICADES AND INCLUDE A SIDEWALK CLOSED SIGN. IF SIDEWALK CLOSURES ARE REQUIRED WITHIN M.D.O.T. RIGHT-OF WAY ON WOODWARD AVENUE (M-1), TYPE II BARRICADES SHALL BE USED.
8. LOCAL RESIDENT TRAFFIC (1-WAY) SHALL TYPICALLY BE MAINTAINED DURING CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE ADDITIONAL ADVANCED WARNING SIGNAGE TO INDICATE WHEN FULL-WIDTH CLOSURES WILL BE REQUIRED IN ISOLATED WORK AREAS. PROVIDE ADDITIONAL TYPE III BARRICADES, R11-2, AND R11-4 SIGNS WHERE REQUIRED AS PART OF THE LUMP SUM PAY ITEM FOR TRAFFIC CONTROL.
10. CONTRACTOR SHALL PROVIDE FLAG CONTROL AS REQUIRED THROUGHOUT DURATION OF PROJECT.

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PROJECT LOCATION
Part of the S.E. ¼
of Section 36,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Advanced Warning Signage (AWS) Traffic Diagram

811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
12-23-2025	ISSUED FOR CITY REVIEW
01-22-2026	BIDS
02-09-2026	ADDENDUM 1

DRAWN BY: K. Withrow
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: N.T.S.

NFE JOB NO. O947
SHEET NO. C13

NO.	ITEM DESCRIPTION	PAY UNIT	SHEET C01 Utility Plan	SHEET C02 Utility Plan	SHEET C03 Utility Plan	SHEET C05 Utility Service Plan	SHEET C06 Utility Service Plan	SHEET C07 P&G Plan	SHEET C08 P&G Plan	SHEET C09 P&G Plan	TOTAL QUANTITY
	SEWER PAY ITEMS										
1	15" Combined Sewer, PVC, SDR 26, Trench A	LF	73								73
2	15" Storm Sewer, C76, CL-IV, Trench A	LF		142							142
3	10" Storm Sewer, PVC SDR 26, Trench A	LF		49							49
4	Pre-Lining Preparation, Cleaning & Video Inspection, 15-inch Storm Sewer	LF		62	244						306
5	Pre-Lining Preparation, Cleaning & Video Inspection, 10-inch Comb. Sewer	LF		236	263						499
6	Pre-Lining Preparation, Cleaning & Video Inspection, 8-inch Comb. Sewer	LF	308	164							472
7	Sewer Lining, Pre-Liner, 15" RIFI-CIPP, Storm Sewer	LF		62	244						306
8	Sewer Lining, Pre-Liner, 10" RIFI-CIPP, Comb. Sewer	LF		236	263						499
9	Sewer Lining, Pre-Liner, 8" RIFI-CIPP, Comb. Sewer	LF	308	164							472
10	Sewer Lining, 15" RIFI-CIPP, Storm Sewer	LF		62	244						306
11	Sewer Lining, 10" RIFI-CIPP, Comb. Sewer	LF		236	263						499
12	Sewer Lining, 8" RIFI-CIPP, Comb. Sewer	LF	308	164							472
13	Cut/Grind Protruding Sewer Leads, Any Material	EA									5
14	Cut/Grind Root Intrusion	EA									5
15	Cut/Grind Mineral Deposit	EA									5
16	Sewer Service, 6" PVC SDR 23.5	LF				667	305				972
17	New 5'-0" Diameter Combined Manhole w/ Interior Drop Connection	EA	1								1
18	New 4'-0" Diameter Combined Manhole (Construct Online)	EA	1								1
19	New 6'-0" Diameter Storm Manhole w/ 2' Sump, Weir Wall & Gas Trap, Construct Online (Per Detail)	EA			1						1
20	New 4'-0" Diameter Storm Manhole w/ 2' Sump, Construct Online	EA		1							1
21	New 4'-0" Diameter Storm Manhole w/ 2' Sump	EA		1							1
22	New 2'-0" Diameter Storm Inlet	EA		4							4
23	6" Perforated Pipe Underdrain (No sock)	LF	150	800	236						1,186
24	Sewer Investigation, Laterals	EA				5	2				7
25	Sewer Service Tap, 6"	EA				28	12				40
26	Sewer Tap, 15", Combined	EA	1		1						2
27	Sewer Tap, 6", Underdrain	EA			1						1
28	Reconstruct Manhole (if and where needed)	VF									10
29	Remove & Replace Structure Cover (as directed by City)	EA									5
30	Remove Ex. Sewer Manhole	EA	2	1	1						4
31	Remove Ex. Drainage Structure	EA		2							2
32	Remove Ex. 15" Combined Sewer	LF	69								69
33	Remove Ex. 15" Storm Sewer	LF		21							21
34	Remove Ex. 10" Storm Sewer	LF		30							30
35	Bulkhead Structure, 12" or Less	EA		1							1
36	Bulkhead Pipe, Larger than 8"	EA									3
37	CCTV Sewer Acceptance Inspection	LS									1
	SUBTOTAL SEWER PAY ITEMS										
	WATER MAIN PAY ITEMS										
38	Remove Hydrant	EA	1								1
39	Fire Hydrant Assembly, Complete	EA	1	1							2
40	8" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF	314	400	226						940
41	6" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF	10	10							20
42	8" Water Main Connection to Ex. 8" Water Main	EA	1		1						2
43	New Water Service, 1", Trench A, Copper	LF				281	109				390
44	Water Service Connection, 1.5"	EA				1					1
45	Water Service Connection, 1"	EA				34	12				46
46	Install Curb Stop & Box, 1"	EA				7	3				10
47	Hydra-Stop, Line-Stop, 8"	EA									1
48	Hydra-Stop, Line-Stop, 4"	EA									1
49	Abandon Existing Water Mains, Entire Project	LS									1
	SUBTOTAL WATER MAIN PAY ITEMS										
	PAVING PAY ITEMS										
50	Earth Excavation	CY						250	270	180	700
51	Subgrade Undercutting, 21AA Limestone	CY						25	27	18	70
52	Subgrade Undercutting, 1"x3" Limestone	CY						12	14	9	35
53	Subgrade Geogrid Fabric, Tensar Triax TX130S	SY									1,000
54	Remove and Salvage Brick Pavers	SF						25		110	135
55	Removing Concrete Drive Approach	SY						131	168	85	384
56	Removing Concrete Sidewalk & Ramp (sawcutting included)	SY						85	50	55	190
57	Removing Pavement Full Depth (Curb & Gutter included)	SY						1109	1200	800	3,109
58	Aggregate Base, MDOT 21AA Limestone, 8"	SY						1165	1260	840	3,265
59	Concrete Pavement, Non-reinforced, 7", Incl. integral 5" curb ("Birmingham Roll")	SY						1109	1200	800	3,109
60	Concrete Drive Approach, 6"	SY						174	190	90	454
61	Concrete Sidewalk, 6" (Includes Ramps)	SF						375	50	140	565
62	Concrete Sidewalk, 4"	SF						385	385	340	1,110
63	Adjust Structure Cover	EA									3
64	Maintenance Aggregate for Entire Project	LS									1
	SUBTOTAL PAVING PAY ITEMS										
	GENERAL PAY ITEMS										
65	Mobilization (Max. 5% of Bid)	LS									1
66	Traffic Maintenance & Control	LS									1
67	Inspector Crew Days	DAYS									-
68	Water and Sewer Allowance	LS									1
69	Audio-Video Route Survey	LS									1
70	Pavement Marking, Polyurea, 24 inch Stop Bar, White	LF									27
71	Pavement Marking, Polyurea, 24 inch Crosshatching, White	LF									168
72	Recessing Pavt Mkrg, Transv	SF									390
73	Salvage Existing Signs	LS									1
74	New Signs	SF									10
75	Sign Post, U-Channel	LF									24
76	Tree Protection, 3" Dia. Or Greater	EA									22
77	Mulch, 3"	SY									200
78	Topsoil, 3"	SY						330	420	220	970
79	Sod, Class A	SY						330	420	220	970
80	Inlet Filter, Silt Sack	EA									12
	SUBTOTAL GENERAL PAY ITEMS										

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PROJECT
City of Birmingham
Bird Avenue
Phase 1B Project
Contract #7-26(W)

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A WALKABLE CITY

The City of Birmingham
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PROJECT LOCATION
Part of the S.E. ¼
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T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Quantities

811
Know what's **below**
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DATE	ISSUED/REVISED
12-23-2025	ISSUED FOR CITY REVIEW
01-22-2026	BIDS

DRAWN BY:
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DESIGNED BY:
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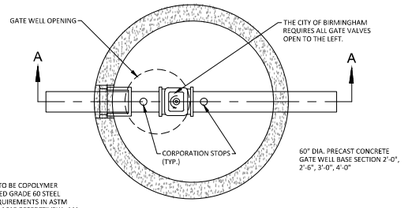
APPROVED BY:
B. Buchholz

DATE:
October 25, 2024

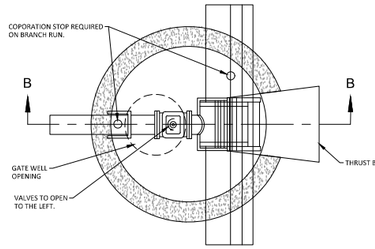
SCALE: N.T.S.

NFE JOB NO. **O947**

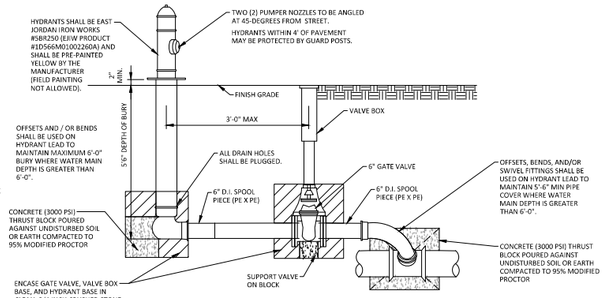
SHEET NO. **Q1**



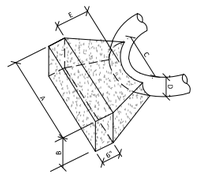
WATER MAIN GATE WELL (TYPICAL), PLAN



WATER MAIN TAPPING SLEEVE, VALVE & WELL (TYPICAL), PLAN

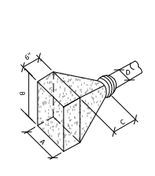


6" HYDRANT SIDE OUTLET



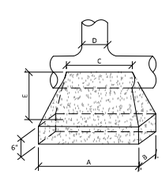
D	A	B	C	E MIN.
20"	8'	6.5'	3.5'	2.5'
16"	6'	4'	2.5'	2'
12"	4'	3'	2'	1.75'
10"	3'	3'	2'	1.75'
8"	3'	2'	2'	1.5'
6"	2'	1.5'	2'	1.25'

FOR 90° BENDS OR SMALLER



D	A	B	C MIN.
20"	7'	5'	2.5'
16"	4'-10"	4'-10"	2'
12"	4'-4"	3'	1'-9"
10"	3'	2'	1.5'
8"	2'-10"	2.5'	1.5'
6"	1.5'	2.5'	1.5'

FOR PLUGS

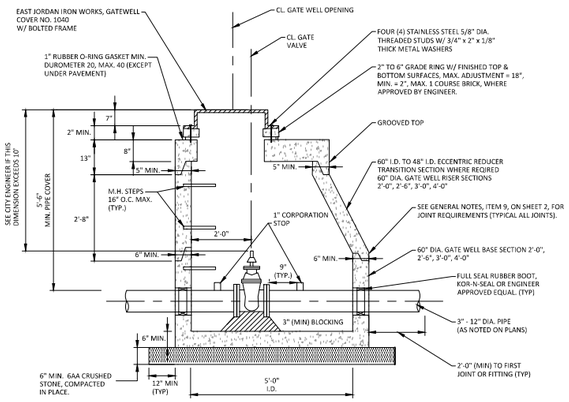


D	A	B	C	E MIN.
20"	6.5'	4.5'	3.5'	3'
16"	4'-8"	4'-8"	2.5'	2.75'
12"	4'	3'	2.5'	2.5'
10"	3'	2'	2'	2.25'
8"	2.5'	2'	2'	2.25'
6"	2'	2'	2'	2.25'

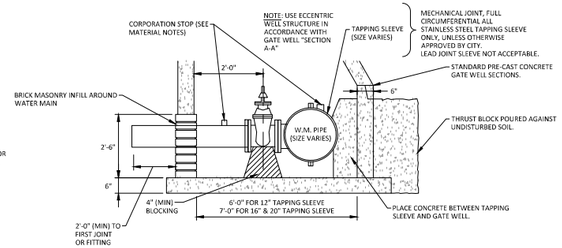
FOR TEES

NOTE:
3000 PSA CONCRETE TO BE USED. THRUST BLOCK TO ABUT & REST AGAINST UNDISTURBED SOIL OR EARTH COMPACTED TO 95% MODIFIED PROCTER.

THRUST BLOCK DETAILS

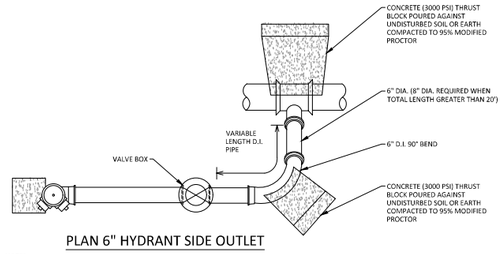


3" THRU 12" GATE WELL ("SECTION A-A")



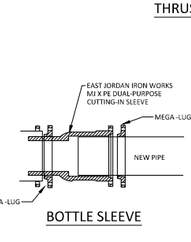
WATER MAIN TAPPING SLEEVE, VALVE & WELL ("SECTION B-B")

NOTES:
1. FOR PIPE SMALLER THAN 16" USE 1" CORPORATION STOP WITH BRONZE SADDLE, FOR 16" PIPE OR LARGER USE 2" CORPORATION STOP WITH BRONZE SADDLE.
2. THE CITY OF BIRMINGHAM DOES NOT ALLOW SIZE ON SIZE TAPPING.

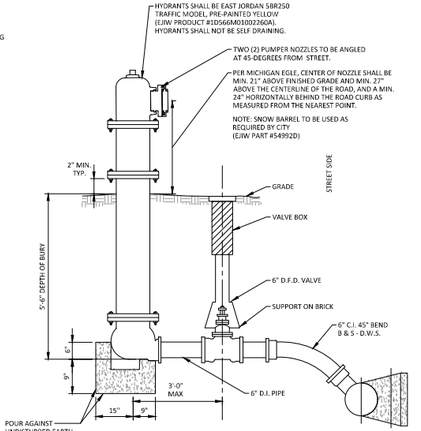


PLAN 6" HYDRANT SIDE OUTLET

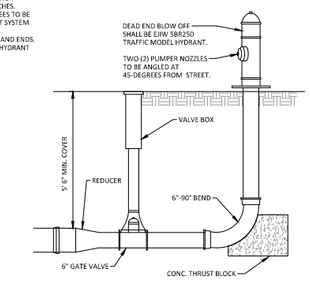
NOTES:
1. HYDRANT EXTENSIONS BETWEEN THE STANDPIPE LOWER SECTION & STANDPIPE UPPER ARE LIMITED TO 18 INCHES.
2. ALL HYDRANTS, COMPANION VALVES, BENDS, AND TEES TO BE FULLY RESTRAINED BY MECHANICAL JOINT RESTRAINT SYSTEM FITTINGS (MEGA-LUG).
3. THRUST BLOCKS ARE REQUIRED AT ALL TEES, BENDS, AND ENDS.
4. ALL HARDWARE (BOLTS, NUTS, WASHERS, ETC.) FOR HYDRANT ASSEMBLIES SHALL BE COR-BLUE.



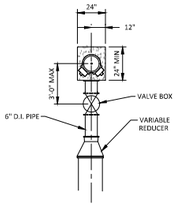
BOTTLE SLEEVE



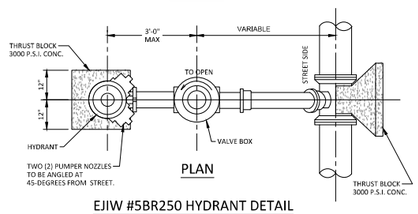
SECTION



DEAD END BLOWOFF CONNECTION

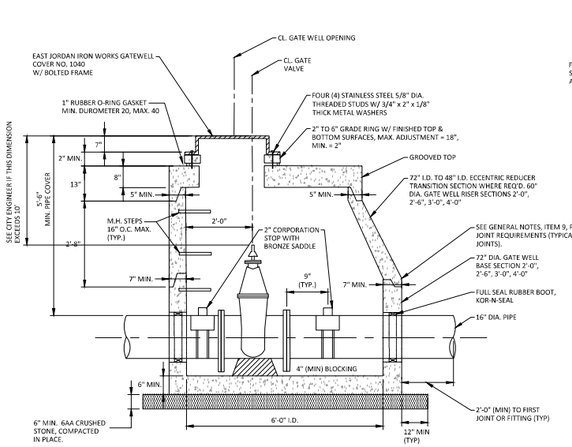


PLAN 6" HYDRANT WATER MAIN END

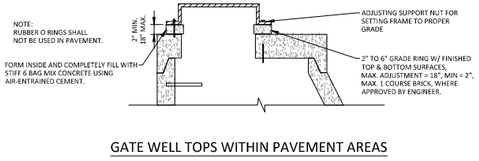


PLAN

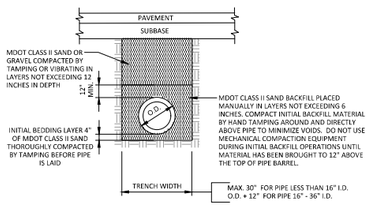
EJIW #5BR250 HYDRANT DETAIL



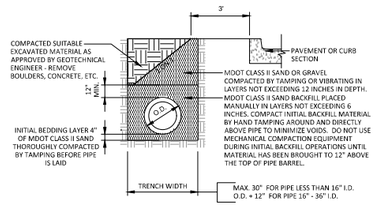
16" GATE WELL ("SECTION A-A")



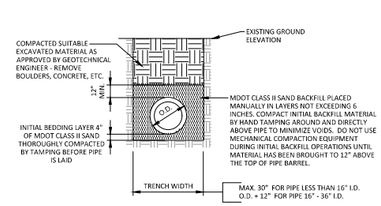
GATE WELL TOPS WITHIN PAVEMENT AREAS



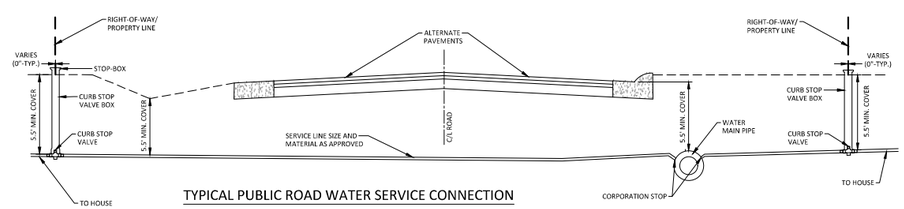
TRENCH DETAIL "A"
WATER MAIN UNDER PAVEMENT



TRENCH DETAIL "A"
WATER MAIN WITHIN INFLUENCE OF PAVEMENT

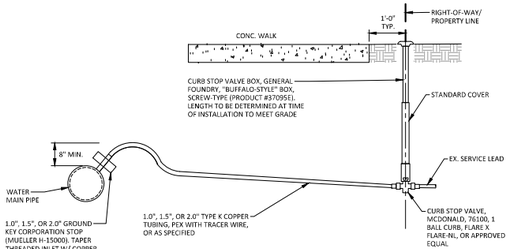


TRENCH DETAIL "B"
WATER MAIN OUTSIDE INFLUENCE OF PAVEMENT

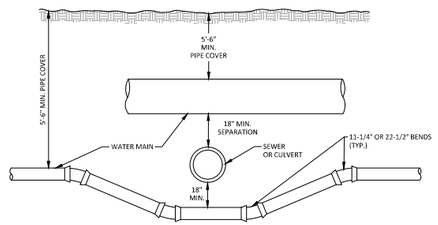


TYPICAL PUBLIC ROAD WATER SERVICE CONNECTION

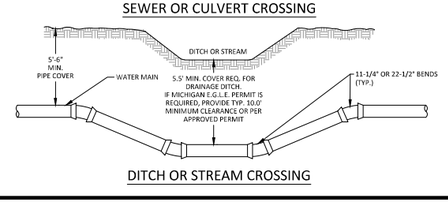
NOTES:
1) WATER SERVICE CURB STOP SHALL BE LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY (R.O.W.), TYPICALLY DIRECTLY ON THE ON THE PROPERTY/ R.O.W. LINE.
2) FOR NEW RESIDENTIAL CONSTRUCTION, THE LATERAL LOCATION SHALL BE PER THE APPROVED PLAN.
3) FOR LATERAL LINE REPLACEMENT WITHIN THE PUBLIC R.O.W., THE LATERAL LOCATION WILL BE FIELD DETERMINED BASED ON THE CONNECTION LOCATION TO THE EXISTING SERVICE LINE AT THE R.O.W. LINE. THE ALIGNMENT OF THE SERVICE LINE MAY REQUIRE ADJUSTMENT TO AVOID TREES WITHIN THE R.O.W. TO THE MAXIMUM EXTENT PRACTICABLE, AS APPROVED BY THE CITY.
4) SERVICE TAP LOCATION AT THE WATER MAIN SHALL BE AT CLOCK POSITION 10:30 OR 1:30 UNLESS OTHERWISE NOTED PER APPROVED PLAN.



WATER SERVICE CONNECTION (TYPICAL)



SEWER OR CULVERT CROSSING



DITCH OR STREAM CROSSING

BIRMINGHAM
A WALKABLE CITY

City of Birmingham Engineering Department
151 Martin Street
Birmingham, MI 48012
248-530-1800
www.bhamgov.org

Water Main Standard Notes & Details 1 of 2

ISSUE DATE:	SCALE:	SHEET NO.
01-22-26	NTS	WM-1

WATER MAIN GENERAL NOTES

1. ALL CONSTRUCTION PROCEDURES AND MATERIALS SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF BIRMINGHAM.
2. A PRE-CONSTRUCTION MEETING SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION AND SHALL BE SCHEDULED BY THE LOCAL MUNICIPAL ENGINEER. THOSE IN ATTENDANCE SHALL INCLUDE: 1) CITY OF BIRMINGHAM ENGINEERING AND D.P.S DEPARTMENTS, 2) DESIGN ENGINEER, 3) OWNER / DEVELOPER, 4) OTHER PUBLIC AGENCIES HAVING JURISDICTION, AND 6) FRANCHISE UTILITY COMPANIES. CONTRACTOR SHALL PROVIDE MATERIALS LISTING FOR APPROVAL BY MUNICIPAL ENGINEER.
3. CONTRACTOR MUST CONTACT MISS DIG (1-800-482-7171) THREE WORKING DAYS BEFORE THE START OF CONSTRUCTION FOR UNDERGROUND UTILITY LOCATIONS. ALL UTILITIES SHALL BE STAKED BEFORE CONSTRUCTION STARTS.
4. CONTRACTOR SHALL COORDINATE ALL REQUIRED WATER MAIN SHUT-DOWNS WITH THE CITY OF BIRMINGHAM ENGINEERING AND D.P.S. DEPARTMENTS TO ALLOW SUFFICIENT TIME IN ADVANCE OF CONSTRUCTION TO ALLOW FOR RESIDENT AND/OR PROPERTY OWNER NOTIFICATIONS, AND FOR THE CITY TO DEVELOP A SHUT-DOWN PROTOCOL. CONTRACTOR COORDINATION IS REQUIRED TO ASSIST THE CITY IN THE DEVELOPMENT OF THE SHUT-DOWN PROTOCOL TO ENSURE IT ALIGNS WITH THE CONTRACTOR'S PROPOSED MEANS AND METHODS. ANY EXERCISING OF EXISTING VALVES THAT ARE REQUIRED TO PERFORM THE SHUT-DOWN SHALL BE COMPLETED BY THE CITY D.P.S. DEPARTMENT WITH A MINIMUM OF 24-HOUR ADVANCED NOTICE.
5. ALL NECESSARY EASEMENTS FOR WATER MAINS SHALL BE PROVIDED IN THE NAME OF THE OWNER OF THE WATER MAIN PRIOR TO CONSTRUCTION AND ACCEPTANCE OF THE WATER DISTRIBUTION SYSTEM FOR OPERATION.
6. ALL WATER MAINS SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF FIVE AND ONE-HALF (5-1/2) FEET BELOW FINISHED GRADES INCLUDING OPEN DRAINAGE COURSES.
7. ALL TRENCHES UNDER OR WITHIN A 1:1 RATIO OF EXISTING OR PROPOSED PAVEMENT, DRIVEWAYS, AND/OR SIDEWALKS SHALL BE BACKFILLED WITH THOROUGHLY COMPACTED CLASS II SAND TO GRADE (95% MAXIMUM UNIT DENSITY).
8. WHERE TWO UTILITIES CROSS, PROVIDE CLASS II BACKFILL MATERIAL IN TWELVE (12) INCH COMPACTED LAYERS TO THE UNDERSIDE OF THE HIGHER UTILITY.
9. WHERE WATER MAINS MUST DIP TO PASS OTHER UTILITIES, THE SECTIONS WHICH ARE DEEPER THAN NORMAL SHALL BE KEPT TO A MINIMUM LENGTH AND SHALL BE CONSTRUCTED WITH ELEVEN AND ONE-QUARTER (11-1/4) DEGREE VERTICAL BENDS, PROPERLY ANCHORED.
10. ALL PRECAST CONCRETE GATE WELL SECTIONS SHALL BE MANUFACTURED TO CONFORM WITH A.S.T.M. C478, STANDARD SPECIFICATIONS FOR PRECAST REINFORCED CONCRETE MANHOLE SECTIONS, AND SHALL BE AS SHOWN ON THESE DETAILS. ALL JOINTS FOR PRECAST CONCRETE GATE WELL SECTIONS SHALL BE "MODIFIED GROOVE TONGUE" WITH GASKET MANUFACTURED TO CONFORM WITH A.S.T.M. C 443, STANDARD SPECIFICATIONS FOR JOINTS FOR CIRCULAR CONCRETE SEWER AND CULVERT PIPE USING RUBBER GASKETS.
11. CONTRACTOR SHALL INSTALL VALVES, TAPPING SLEEVES AND GATE WELL STRUCTURES IN STRICT COMPLIANCE WITH MEASUREMENTS PROVIDED ON THE DETAIL SHEET (FOR EXAMPLE, PROVIDE 2'-0" BETWEEN GATE WELL WALL & CENTERLINE OF OPERATING NUT) TO ALLOW PROPER OPERATION OF VALVE THROUGH GATE WELL OPENING. FAILURE TO DO SO WILL REQUIRE CONTRACTOR TO CORRECT AT HIS OR HER EXPENSE.
12. ALL CROSS-CONNECTION CONTROL DEVICES SHALL BE INSTALLED AS REQUIRED BY THE LOCAL PLUMBING INSPECTOR AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF BIRMINGHAM, THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE), AND THE DIVISION OF DRINKING WATER AND ENVIRONMENTAL HEALTH.
13. ALL FITTINGS AND BENDS SHOULD BE BLOCKED IN ACCORDANCE WITH THRUST BLOCK DETAILS, UNLESS ALTERNATE THRUST RESTRAINT SYSTEM (AS INDICATED IN PLANS AND SPECIFICATIONS) IS APPROVED BY THE CITY OF BIRMINGHAM.
14. ALL STEEL AND IRON MATERIAL AND PRODUCTS FOR PERMANENT INCORPORATION INTO THE WORK SHALL MEET BUY AMERICA REQUIREMENT, FEDERAL CODE OF REGULATIONS SECTION 635.410.
15. ALL TRENCHES UNDER OR WITHIN A 1:1 RATIO OF EXISTING OR PROPOSED PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, OR BUILDINGS SHALL BE BACKFILLED WITH THOROUGHLY COMPACTED CLASS II SAND OR GRAVEL TO GRADE AT NOT LESS THAN 95% OF THE MAXIMUM UNIT WEIGHT.

WATER MAIN MATERIALS NOTES

1. WATER SUPPLY SYSTEM PIPING (3-INCH OR LARGER) SHALL BE DUCTILE IRON UNLESS OTHERWISE APPROVED BY THE CITY OF BIRMINGHAM.
2. ALL FITTINGS AND MATERIALS TO BE LEAD FREE.
3. USE OF HDPE MAY BE ALLOWED IN SOME LIMITED CASES (AS APPROVED BY CITY.) TWO TRACER WIRES WILL BE REQUIRED. OCWRC STANDARDS AND DETAILS SHALL BE USED WHEN HDPE IS APPROVED FOR USE.
4. ALL WATER MAINS SHALL BE DESIGNED FOR 150 PSI MINIMUM WORKING PRESSURE.
5. DUCTILE IRON PIPE SHALL BE PRESSURE-CLASS CLASS 52 FOR SIZES THREE (3) INCH THROUGH EIGHTEEN (18) INCH, CLASS 55 FOR TWENTY (20) INCH, AND CLASS 56 FOR TWENTY-FOUR (24) INCH AND LARGER.
6. DUCTILE IRON PIPE TO BE FURNISHED AND DELIVERED UNDER THIS SPECIFICATION SHALL MEET ALL REQUIREMENTS OF THE CURRENT AWWA C151 (ANSI A21.5), LATEST REVISION, EXCEPT AS OTHERWISE SPECIFIED HEREIN. PIPE SHALL BE CEMENT MORTAR LINED AND BITUMINOUS SEAL-COATED, IN ACCORDANCE WITH AWWA C104 (ANSI A21.4), LATEST REVISION.
7. JOINTS SHALL BE MECHANICAL OR PUSH-ON JOINTS FOR DUCTILE IRON WATER MAIN AND SHALL BE IN ACCORDANCE WITH AWWA C111 (ANSI AS21.11), LATEST REVISION.
8. FLANGE JOINTS FOR DUCTILE IRON WATER MAIN SHALL BE IN ACCORDANCE WITH AWWA C110 (ANSI A21.10).
9. FITTINGS FOR DUCTILE IRON PIPE SHALL BE DUCTILE IRON AND SHALL MEET REQUIREMENTS OF AWWA C110 (ANSI A21.10) OR AWWA C153 (ANSI A21.53). DUCTILE IRON FITTINGS SHALL BE RATED 350 PSI FOR PIPE SIZES TWENTY-FOUR (24) INCH DIAMETER AND LESS AND 250 PSI FOR PIPE SIZES OVER TWENTY-FOUR (24) INCH DIAMETER. DUCTILE IRON FLANGE FITTINGS SHALL BE RATED FOR 250 PSI FOR ALL PIPE DIAMETERS.
10. WHEN CONNECTING TO EXISTING WATER MAINS, OVERSIZED FITTINGS MAY BE REQUIRED TO MATCH THE OUTER DIAMETER OF THE OLDER WATER MAINS.
11. INSTALL BRASS WEDGES AT ALL PUSH-ON JOINTS IN DUCTILE IRON PIPE INSTALLATIONS. TWO (2) WEDGES PER JOINT FOR PIPES 12 INCH DIAMETER AND LESS, AND FOUR WEDGES PER JOINT FOR PIPES GREATER THAN 12 INCHES IN DIAMETER.
12. ALL BURIED BOLTS, NUTS, AND WASHERS SHALL BE AWWA CAAA LOW ALLOY STEEL COATED WITH COAL TAR AND POLY-WRAPPED WHEN SPECIFIED.
13. ALL BURIED BOLTS, NUTS, AND WASHERS FOR ALL FLANGED CONNECTIONS SHALL BE STAINLESS STEEL (ASTM A320, GRADE B8M) AND HAVE A NEVER-SEIZE TYPE COMPOUND APPLIED TO THE THREADS PRIOR TO INSTALLATION.
14. TEMPORARY CONNECTIONS, WHICH MAY BE MADE FOR CHLORINATING AND FLUSHING PURPOSES, SHALL INCLUDE A TESTABLE DOUBLE-CHECK VALVE BACKFLOW-PREVENTER WITH CURRENT CERTIFICATION.
15. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE ENCASED WITH POLYETHYLENE ENCASEMENT IN ACCORDANCE WITH THE REQUIREMENTS OF ANSI/AWWA STANDARD C105/A21.5-10. POLYETHYLENE MATERIAL SHALL BE TYPE 1, CLASS A, GRADE E-1, AND HAVE A MINIMUM THICKNESS OF 0.008" (8-MILS). FLOW RATE SHALL BE 0.4 MAXIMUM, TENSILE STRENGTH SHALL BE 1200 PSI MINIMUM, AND ELONGATION SHALL BE 300%.

HYDRANT REQUIREMENTS

1. ALL HYDRANTS SHALL BE EAST JORDAN IRON WORKS 5BR250 TRAFFIC MODEL , TWO-WAY WITH TWO (2) 4-1/2" PUMPER NOZZLE FITTINGS. STANDARD BARREL (EJIW PART NUMBER 54948D) OR SNOW BARREL (EJIW PART NUMBER 54992D) TO BE USED AS REQUIRED BY CITY. ALL HYDRANTS SHALL BE CITY OF BIRMINGHAM STANDARD, AS DETAILED. SELF-DRAINING HYDRANTS SHALL NOT BE USED. HYDRANTS SHALL HAVE BREAKAWAY FLANGE. PER MANUFACTURER, "TRAFFIC-MODEL" HYDRANTS WITH WITH BREAKAWAY FLANGE SHALL BE INSTALLED WITH A 6" THICK CONCRETE COLLAR (2' WIDTH x 2' DEPTH), CENTERED AROUND THE FINISHED GRADE OF THE HYDRANT, WHERE HYDRANTS ARE INSTALLED IN SANDY SOILS OR CONNECTED TO PVC OR HDPE WATER MAINS.
2. HYDRANTS SHALL BE RATED FOR 250 PSI WORKING PRESSURE.
3. HYDRANTS SHALL HAVE A MINIMUM 5-1/4" VALVE OPENING.
4. THE OPERATING NUT SHALL BE A ONE-PIECE DESIGN, MANUFACTURED OF ASTM B-584 BRONZE. IT SHALL BE 1-1/8" PENTAGON - POINT TO FLAT IN SIZE/SHAPE.
5. THE DIRECTION OF OPENING SHALL BE LEFT. AN ARROW SHALL BE CAST ON THE TOP TO THE HYDRANT TO INDICATE THE OPENING DIRECTION.
6. HYDRANTS SHALL HAVE A DEPTH OF BURY OF 5'6", UNLESS OTHERWISE NOTED.
7. ALL HYDRANTS SHALL BE PAINTED YELLOW ABOVE GROUND AND BLACK BELOW GROUND WITH A FINISH COAT OF YELLOW PAINT AS FURNISHED FROM THE MANUFACTURER (FIELD PAINTING NOT ALLOWED). HYDRANT CAP SHALL BE PAINTED SAME COLOR AS THE HYDRANT.
8. ALL FIRE HYDRANT JOINTS SHALL BE TOTALLY RESTRAINED BY THE USE OF MEG-A-LUGS OR OTHER APPROVED RESTRAINED JOINT. THRUST BLOCKS ARE ALSO REQUIRED.
9. ALL HYDRANTS SHALL BE CONSTRUCTED WITH A SIX (6) INCH COMPANION GATE VALVE IN A THREE (3) PIECE, ADJUSTABLE DUCTILE IRON VALVE BOX, WHICH SHALL INCLUDE A FIVE AND ONE-QUARTER (5-1/4) INCH SCREW SHAFT. VALVE BOXES SHALL BE EJ VALVE BOX NO. 8560 OR APPROVED EQUAL, AND SHALL INCLUDE A VALVE BOX RISER (EJ NO. 8500) AND VALVE BOX DROP LID W/ TWO PICKHOLES (EJ NO. 6800) WITH "WATER" LETTERING.

VALVE AND SLEEVE NOTES

1. GATE VALVES, SIZES THREE (3) INCH THROUGH SIXTEEN (16) INCH AND TAPPING VALVES, SHALL BE RESILIENT SEAT WEDGE TYPE WITH MECHANICAL JOINTS AND NON-RISING STEM.
2. ALL GATE VALVES SHALL BE FURNISHED AND INSTALLED SUCH THAT THEY OPEN WHEN TURNED "LEFT" OR COUNTER-CLOCKWISE.
3. ALL IN LINE GATE VALVES THREE (3) INCH AND LARGER SHALL BE IN WELLS AS DETAILED.
4. ALL GATE WELL COVERS SHALL BE CITY OF BIRMINGHAM STANDARD AS DETAILED.
5. ALL GATE VALVES WITH OPERATING NUTS AT A DISTANCE GREATER THAN FIVE (5) FEET BELOW GROUND SURFACE SHALL BE PROVIDED WITH AN EXTENSION STEM. THE LENGTH OF THE EXTENSION STEM SHALL REACH WITHIN FIVE (5) FEET FROM THE GROUND SURFACE. WHEN AN EXTENSION STEM IS USED, IT SHALL BE HELD IN PLACE BY AN EXTENSION STEM GUIDE SUITABLY FASTENED TO THE WALL OF THE GATE WELL. THE EXTENSION STEM SHALL BE MECHANICALLY ATTACHED TO THE OPERATING NUT. DETAILS OF THE EXTENSION SYSTEM AND THE METHOD OF INSTALLATION SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO INSTALLATION.
6. BUTTERFLY VALVES MAY BE USED FOR VALVES GREATER THAN 16-INCH DIAMETER AND SHALL BE MODEL 2F11 AS MANUFACTURED BY HENRY PRATT COMPANY OR APPROVED EQUAL.
7. TAPPING VALVES SHALL BE AWWA C515 FL X MJ AS MANUFACTURED BY EAST JORDAN IRON WORKS WITH RESILIENT SEATED GATE VALVES AS APPROVED BY THE CITY OF BIRMINGHAM.
8. TAPPING SLEEVES SHALL BE ALL STAINLESS STEEL (BODY, FLANGE AND HARDWARE), MANUFACTURED BY ROMAC INDUSTRIES; JCM 432; SMITH-BLAIR 663/665 OR APPROVED EQUAL.

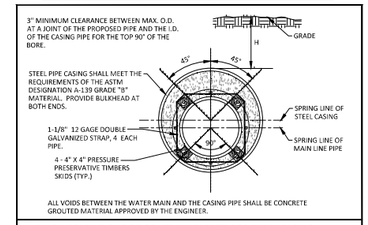
WATER SERVICE (DOMESTIC SUPPLY AND FIRE SUPPRESSION NOTES

14. FOR DOMESTIC SUPPLY AND FIRE SUPPRESSION BUILDING WATER SERVICES: A SINGLE TAP IS ALLOWED ON THE WATER MAIN, WHICH SHALL SPLIT INTO SEPARATE DOMESTIC AND FIRE SUPPRESSION LINES OUTSIDE OF THE BUILDING, SHALL BE USED UNLESS OTHERWISE APPROVED BY CITY.
16. VALVES TO BE INSTALLED ON EACH INDIVIDUAL LEAD ON THE EXTERIOR OF THE BUILDING.
17. EASEMENTS FOR WATER MAIN LEADS REQUIRED UP TO THE EXTERIOR SHUT OFF VALVE.
18. CORPORATION STOPS USED FOR INSERTION INTO MAINS SHALL BE MUELLER TYPE H-15000. ALL STOPS SHALL BE CONSTRUCTED OF HEAVY-DUTY BRASS COMPONENTS MEETING THE REQUIREMENT OF ASTM B62. ALL STOPS SHALL HAVE AN AWAA TAPER THREADED INLET WITH COPPER FLARE STRAIGHT CONNECTION OUTLET. CORPORATION STOPS SHALL BE MANUFACTURED AND TESTED IN ACCORDANCE WITH THE LATEST VERSION OF AWWA C800.
19. CURB STOP VALVES SHALL BE MCDONALD, TYPE 76100, 1 BALL CURB, FLARE x FLARE-NL. TYPICAL RESIDENTIAL CURB STOP VALVE BOXES SHALL BE BY GENERAL FOUNDRY, BUFFALO STYLE BOX, SCREW-TYPE (PRODUCT #37095E). WHERE CURB STOP VALVES WILL BE LOCATED WITHIN PAVEMENT, A THREE (3) PIECE, ADJUSTABLE DUCTILE IRON VALVE BOX SHALL BE FURNISHED AND INSTALLED TO PROVIDE A RIM ELEVATION FLUSH WITH THE SURROUNDING PAVEMENT. VALVE BOXES SHALL BE EJ VALVE BOX NO. 8560 OR APPROVED EQUAL, AND SHALL INCLUDE A VALVE BOX RISER (EJ NO. 8500) AND VALVE BOX DROP LID W/ TWO PICKHOLES (EJ NO. 6800) WITH "WATER" LETTERING.

ACCEPTANCE OF NEW WATER MAINS

1. PRIOR TO WATER MAIN ACCEPTANCE THE FOLLOWING CONDITIONS MUST BE MET:
   - 1.1) PRESSURE TESTING AND BACTERIA TESTING MUST BE COMPLETED IN ACCORDANCE WITH CITY OF BIRMINGHAM AND OAKLAND CUNTY REQUIREMENTS
   - 1.2) ALL EASEMENT AND RIGHT-OF-WAY ACQUISITION MUST BE ACCEPTED BY THE CITY OF BIRMINGHAM,
   - 1.3) THE CITY OF BIRMINGHAM MUST BE PROVIDED WITH THE BILL OF SALE.
   - 1.4) ALL "RECORD DRAWINGS" MUST BE ACCEPTED AND APPROVED BY THE CITY OF BIRMINGHAM.
   - 1.5) THE CITY OF BIRMINGHAM MUST WITNESS THE CONNECTION OF THE WATER MAIN TO THE EXISTING WATER MAIN, AFTER WHICH RESIDENTIAL AND COMMERCIAL TAPS WILL BE ALLOWED.
2. THE CONTRACTOR SHALL NOTIFY THE CITY OF BIRMINGHAM FOR NEW CONSTRUCTION TAP, PRESSURE TESTING, BACTERIOLOGICAL SAMPLING, CONNECTIONS TO EXISTING WATER MAIN, AND FINAL FIELD REVIEW. A SEVENTY-TWO (72) HOUR ADVANCE NOTICE IS REQUIRED.
3. THE CONTRACTOR SHALL DISINFECT AND PRESSURE TEST ALL NEW WATER MAIN CONSTRUCTION PURSUANT TO THE CURRENT STANDARDS SPECIFIED BY THE CITY OF BIRMINGHAM AND OAKLAND COUNTY.
4. THE WATER MAIN SHALL PASS A TEST OF 150 PSI FOR A TWO (2) HOUR PERIOD. WATER LOSS SHALL NOT EXCEED A RATE OF 11.65 U.S. GALLONS PER INCH DIAMETER, PER MILE OF WATERLINE IN TWENTY-FOUR (24) HOURS.
5. WHERE CONTRACTOR SUPPLIED GAUGES ARE REQUIRED, MINIMUM SIZE SHALL BE 3 1/2 INCH DIAMETER OR LARGER GRADUATED IN ONE (1) OR TWO (2) POUND INCREMENTS FROM 1 TO 160 P.S.I., OR HIGHER.
6. PRESSURE TESTING AND BACTERIA TESTING MUST BE SUCCESSFULLY COMPLETED PRIOR TO CONNECTION TO THE EXISTING WATER SUPPLY SYSTEM.

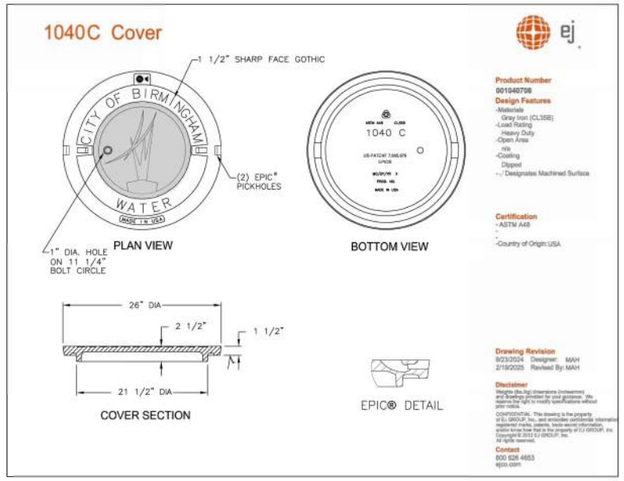
TYPICAL WATER MAIN TUNNEL CASING DETAIL



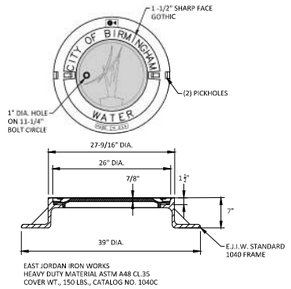
ALLOWABLE HEIGHT OF COVER (H) IN FEET, FOR STEEL CASING

WALL THICKNESS (IN.)		STEEL CASING OUTSIDE DIAMETER (IN.)									
FRACT.	DEC.	12	14	16	18	20	24	28	30	36	42
3/8	0.1875	39	30	24	21	19	17	16			
1/4	0.250	50	50	39	31	27	21	19	18	16	
5/16	0.3125			50	48	39	28	23	21	18	17
3/8	0.375				50	50	39	29	27	22	19
7/16	0.4375						50	39	34	26	21
1/2	0.500							50	44	31	25
9/16	0.5625								50	39	30
5/8	0.625									48	35

1. FOR 36" WATER MAIN PROVIDE A MIN. OF 60" DIA. CASING WITH 1" WALL THICKNESS.
2. CASING PIPE JOINTS TO BE FULLY WELDED AROUND THE CIRCUMFERENCE BY A CERTIFIED WELDER.



CITY OF BIRMINGHAM - GATE WELL COVER
(FURNISH & INSTALL W/ STANDARD EJIW 1040 FRAME)



CITY OF BIRMINGHAM GATE WELL
COVER & STANDARD FRAME

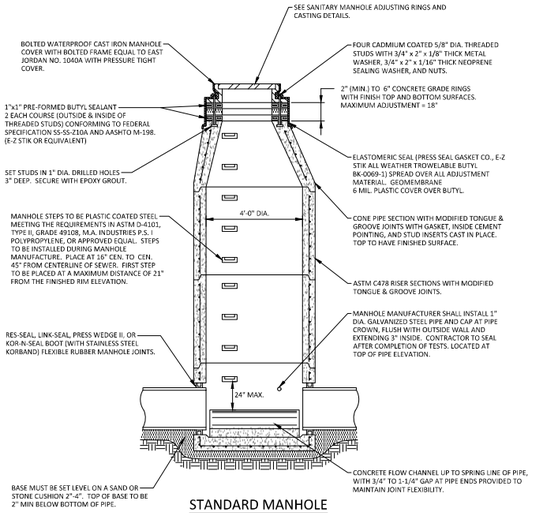
TO BE USED ONLY FOR MANHOLES ON DESIGNATED CITY DRAINS.

BIRMINGHAM
A WALKABLE CITY

City of Birmingham Engineering Department
151 Martin Street
Birmingham, MI 48012
248-530-1800
www.bhamgov.org

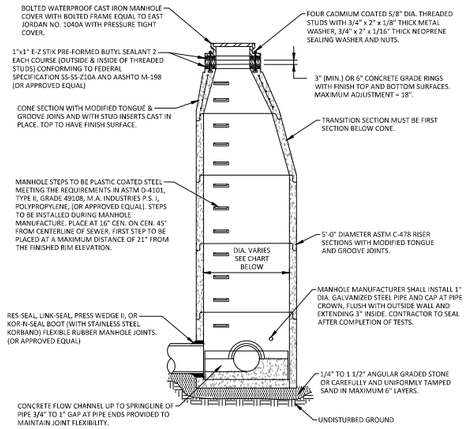
Water Main Standard Notes & Details
2 of 2

ISSUE DATE:	SCALE:	SHEET NO.
01-22-26	NTS	WM-2



STANDARD MANHOLE

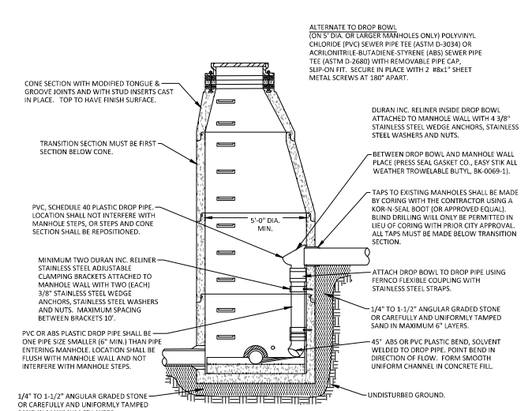
SEWER LESS THAN 20' DEEP -
PIPE DIAMETER 18 INCHES OR LESS



STANDARD OVERSIZED MANHOLE

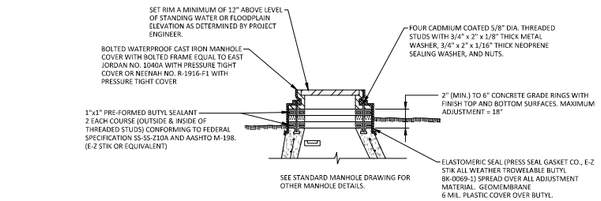
MANHOLE SIZING CHART

MANHOLE DIAMETER	MAX. PIPE SIZE FOR STRAIGHT THRU INST.	MAX. PIPE SIZE FOR RIGHT ANGLE INST.
5'	36"	24"
6'	42"	36"
7'	60"	42"

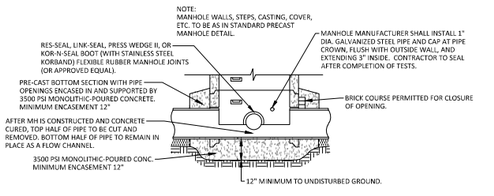


INTERIOR DROP CONNECTION

SEWER SIZE	DROP SIZE	MH SIZE
UP TO 10"	8"	5'
UP TO 18"	10"	5'

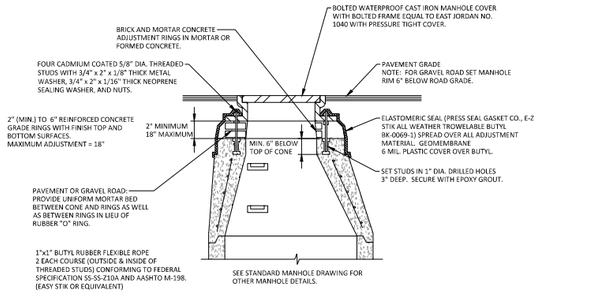


MANHOLE WITHIN FLOOD PRONE AREAS

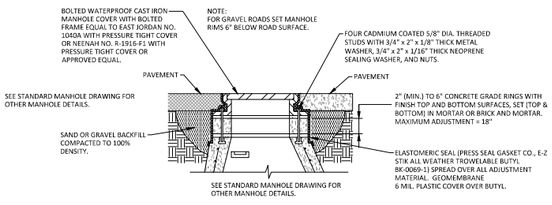


MANHOLE CONSTRUCTED OVER EXISTING SEWER

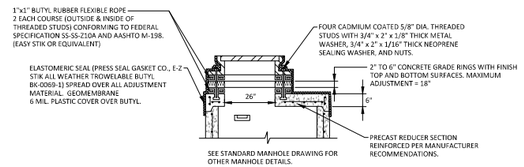
FOR LOCAL SANITARY SEWER EXTENSION CONNECTING
DIRECTLY OR INDIRECTLY TO OCWRC SYSTEMS



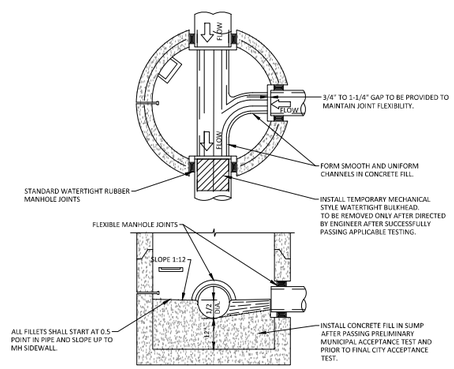
SANITARY MANHOLE ADJUSTING RINGS & CASTING DETAIL



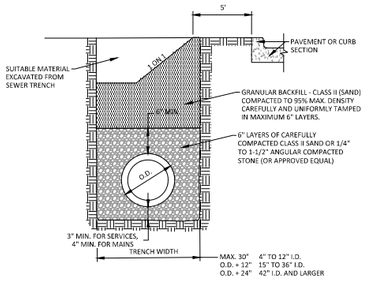
MANHOLE TOPS WITHIN PAVEMENT AREAS



FLAT TOP MANHOLE

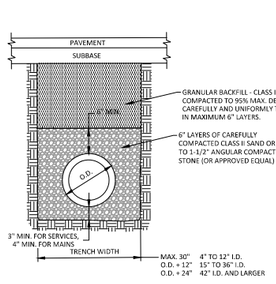


SUMP MANHOLE FOR TESTING, CLEANING AND DEWATERING



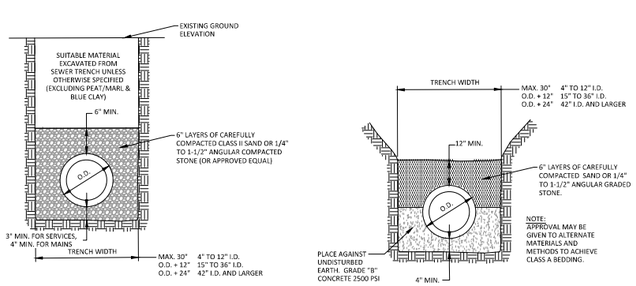
TRENCH DETAIL "A"

SEWER UNDER ROAD BED OR WITHIN
THE INFLUENCE OF ROAD BED



TRENCH DETAIL "B"

SEWER NOT UNDE ROAD BED



CONCRETE CRADLE

BIRMINGHAM
A WALKABLE CITY
City of Birmingham Engineering Department
151 Martin Street
Birmingham, MI 48012
248-530-1800
www.bhamgov.org

Sanitary & Combined Sewer
Standard Notes & Details 1 of 2

ISSUE DATE:	SCALE:	SHEET NO.
01-22-26	NTS	SS-1

SANITARY & COMBINED SEWER CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF BIRMINGHAM AND THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER (WRC). ALL SANITARY & COMBINED SEWER CONSTRUCTION SHALL HAVE FULL-TIME INSPECTION SUPERVISED BY A STATE OF MICHIGAN LICENSED PROFESSIONAL ENGINEER PROVIDED BY, OR CAUSED TO BE PROVIDED BY, THE CITY OF BIRMINGHAM.

2. AT ALL CONNECTIONS AND BEFORE START OF CONSTRUCTION, THE CONTRACTORS MUST OBTAIN THE REQUIRED CITY OF BIRMINGHAM, WRC SEWER INSPECTION, AND MICHIGAN E.G.L.E. PART 41 PERMITS. THE CONTRACTOR SHALL NOTIFY THE CITY 48 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. FINAL ACCEPTANCE TESTS MUST BE WITNESSED BY CITY PERSONNEL AND MUST BE SCHEDULED IN ADVANCE.

3. NO SEWER INSTALLATION SHALL HAVE AN INFILTRATION EXCEEDING 100 GALLONS PER INCH DIAMETER PER MILE OF PIPE IN A 24 HOUR PERIOD, AND NO SINGLE RUN OF SEWER BETWEEN MANHOLES SHALL EXCEED 100 GALLONS PER INCH DIAMETER PER MILE. AIR TESTS IN LIEU OF INFILTRATION TESTS SHALL BE AS SPECIFIED IN THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER (OCWRC) STANDARDS. ONLY PIPE AND PIPE JOINTS APPROVED BY THE CITY MAY BE USED FOR SANITARY & COMBINED SEWER CONSTRUCTION.

4. AT ALL CONNECTIONS TO AN EXISTING SEWER, OR EXTENSION THERETO, A WATERTIGHT BULKHEAD WITH A CAPPED ONE INCH DIAMETER PIPE TO PERMIT MEASURING INFILTRATION SHALL BE PROVIDED. A TEMPORARY 12-INCH DEEP SUMP SHALL ALSO BE PROVIDED IN THE FIRST MANHOLE ABOVE THE CONNECTION WHICH WILL BE FILLED IN AFTER SUCCESSFUL COMPLETION OF ANY ACCEPTANCE TEST UP TO THE STANDARD FILLET PROVIDED FOR THE FLOW CHANNEL.

5. AT ALL TIMES WHEN LAYING OF NEW PIPE IS NOT ACTUALLY IN PROGRESS, THE UPSTREAM OPEN END OF THE PIPE SHALL BE CLOSED BY TEMPORARY WATERTIGHT PLUGS OR BY OTHER APPROVED MEANS. IF WATER IS IN THE TRENCH WHEN WORK IS RESUMED, THE PLUG SHALL NOT BE REMOVED UNTIL THE DANGER OF WATER ENTERING THE PIPE HAS PASSED.

6. ALL SANITARY & COMBINED SEWER PIPE SIX (6) INCHES IN DIAMETER AND LARGER SHALL BE INSTALLED IN CONFORMANCE WITH CITY OF BIRMINGHAM TRENCH DETAILS CONTAINED HEREIN, TRENCH DETAIL "A" OR "B", INCLUDING BEDDING AND BACKFILL AT A MINIMUM OF 6 INCHES ABOVE THE TOP OF PIPE WITH NATURAL STONE CONFORMING TO M.D.O.T. 6A GRADATION REQUIREMENTS.

7. ALL SANITARY & COMBINED SEWER PIPE SHALL BE INSTALLED IN ACCORDANCE WITH TRENCH "A" DETAIL AT ALL LOCATIONS UNDERNEATH OR WITHIN THE INFLUENCE OF EXISTING OR PROPOSED PAVEMENT AREAS. ALL TRENCHES UNDER OR WITHIN A 1:1 RATIO OF EXISTING OR PROPOSED PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, OR BUILDINGS SHALL BE BACKFILLED WITH THOROUGHLY COMPACTED CLASS II SAND TO GRADE AT NOT LESS THAN 95% OF THE MAXIMUM UNIT WEIGHT.

8. ALL SANITARY & COMBINED SEWER PIPE MAY BE INSTALLED IN ACCORDANCE WITH TRENCH DETAIL "B" IN LOCATIONS OUTSIDE THE INFLUENCE OF EXISTING OR PROPOSED PAVEMENT AREAS.

9. SANITARY AND COMBINED SEWER MAIN PIPE SHALL BE THE TYPE, CLASS, AND SIZE AS SHOWN ON THE APPROVED ENGINEERING PLANS, AND SHALL MEET THE FOLLOWING CRITERIA (ANY DEVIATIONS FROM THESE SPECIFICATIONS REQUIRE PRIOR APPROVAL BY THE CITY):

   A. REINFORCED CONCRETE PIPE (RCP): ASTM C-76, CLASS IV:
   - ALL REINFORCED CONCRETE PIPE SHALL HAVE MODIFIED GROOVED TONGUE JOINTS WITH O-RING TYPE RUBBER GASKET, PER A.S.T.M. SPECIFICATIONS C443.
   - THE INSIDE JOINTS OF PIPE SIZES OVER 27" DIAMETER SHALL BE POINTED UP WITH MORTAR UPON COMPLETION OF BACKFILLING OPERATIONS.

   B. POLYVINYL CHLORIDE PIPE (PVC):
   - PVC SDR 23.5 SEWER PIPE: PER ASTM D-3034 (6" DIA.)
   - PVC SDR 26 SEWER PIPE: PER ASTM D-3034 (8"-15" DIA.) AND ASTM F-679 (18" TO 24" DIA.)
   - PVC SCHEDULE 40 SEWER PIPE:ASTM D-1785 "STANDARD SPECIFICATION FOR POLYVINYL CHLORIDE) (PVC) PLASTIC PIPE", SCHEDULES 40, 80, AND 120.
   - PVC COMPOUNDS TO MEET ASTM D-1784.

10. SANITARY AND COMBINED MANHOLE STRUCTURE REQUIREMENTS:
   - ALL NEW MANHOLES ARE TO BE MANUFACTURED TO ASTM C-478 SPECIFICATIONS.
   - ALL NEW MANHOLES SHALL HAVE CITY-APPROVED FLEXIBLE, WATERTIGHT SEALS WHERE PIPES PASS THROUGH WALLS.
   - MANHOLES SHALL BE OF PRECAST SECTIONS WITH MODIFIED GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS, PRE CAST MANHOLE CONE SECTIONS SHALL BE CITY-APPROVED MODIFIED ECCENTRIC CONE TYPE.
   - TAPS THROUGH MANHOLE JOINTS OR CONE SECTIONS ARE PROHIBITED UNLESS OTHERWISE APPROVED.
   - ALL MANHOLE STEPS TO BE PLASTIC COATED STEEL MEETING THE REQUIREMENTS IN ASTM D 2146 TYPE II, GRADE 49108, MA. INDUSTRIES P.S.I. POLYPROPYLENE, (OR APPROVED EQUAL). STEPS TO BE INSTALLED DURING MANHOLE MANUFACTURE. PLACE AT 16" CENTERS 45° FROM CENTERLINE OF SEWER.
   - CONE SECTION WITH MODIFIED GROOVE TONGUE JOINTS AND WITH STUD INSERTS CAST IN PLACE. TOP TO HAVE FLUSH SURFACE.
   - ASTM C-478 RISER SECTION WITH MODIFIED GROOVE TONGUE JOINTS.
   - RES-SEAL, LINK-SEAL, PRESS WEDGE II, OR KOR-N-SEAL BOOT (WITH STAINLESS STEEL KORBAND) FLEXIBLE RUBBER MANHOLE JOINTS.
   - PRECAST CONCRETE BASE MUST BE SET LEVEL ON A SAND CUSHION OF NOT LESS THAN 2" OR MORE THAN 4". FOR MANHOLES, TOP OF BASE TO BE 2" MIN BELOW BOTTOM OF SEWER PIPE.
   - ON PRECAST MANHOLES BOTTOM SECTION SHALL BE ACCURATELY SET PLUMB.

11. SANITARY SEWER LEAD CONNECTIONS TO TAP INTO MAINLINE, NOT TAP AT MANHOLE. PIPE SHALL BE POLYVINYL CHLORIDE PIPE (PVC) - ASTM D-2241, SDR 23.5, 6" DIAMETER. PVC COMPOUNDS TO MEET ASTM D-1784.

12. SANITARY LEADS ARE PRIVATE, UP TO THE CONNECTION POINT TO THE MAINLINE PUBLIC SEWER, INCLUDING THE CONNECTION.

13. ALL NEW MANHOLES SHALL HAVE CITY APPROVED FLEXIBLE, WATERTIGHT SEALS WHERE PIPES PASS THROUGH WALLS. MANHOLES SHALL BE OF PRE CAST SECTIONS WITH MODIFIED GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS. PRE- CAST MANHOLE CONE SECTIONS SHALL BE CITY APPROVED MODIFIED ECCENTRIC CONE TYPE. ALL MANHOLES SHALL BE PROVIDED WITH BOLTED, WATERTIGHT COVERS, AS INDICATED.

14. AT ALL CONNECTIONS TO MANHOLES, INTERIOR DROP CONNECTIONS WILL BE REQUIRED WHEN THE DIFFERENCE IN INVERT ELEVATIONS EXCEEDS 18 INCHES.

15. TAPS TO EXISTING MANHOLES SHALL BE MADE BY CORING. THE CONTRACTOR SHALL PLACE A KOR-N-SEAL BOOT (OR APPROVED EQUAL) AFTER CORING IS COMPLETED. BLIND DRILLING WILL NOT BE PERMITTED IN LIEU OF CORING.

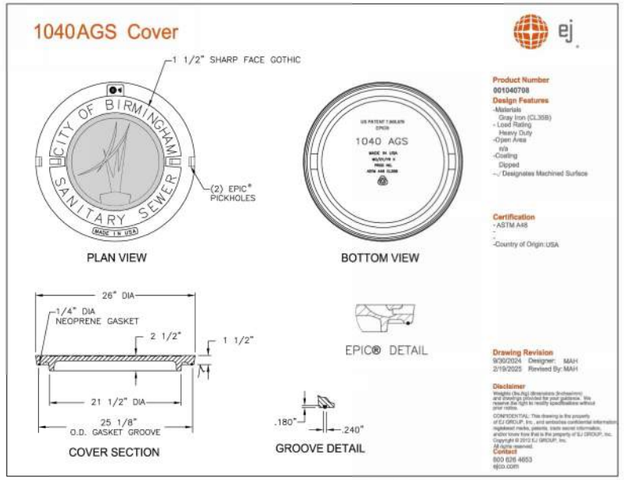
16. NEW MANHOLES CONSTRUCTED DIRECTLY ON CITY OR WRC SEWERS SHALL BE PROVIDED WITH APPROPRIATE LETTERED MANHOLE COVERS. NEW MANHOLES BUILT OVER AN EXISTING SANITARY SEWER SHALL HAVE MONOLITHIC POURED BOTTOMS.

17. NO GROUND WATER, STORM WATER, CONSTRUCTION WATER, DOWN SPOUT DRAINAGE OR WEEP TILE DRAINAGE SHALL BE ALLOWED TO ENTER ANY SANITARY SEWER INSTALLATION.

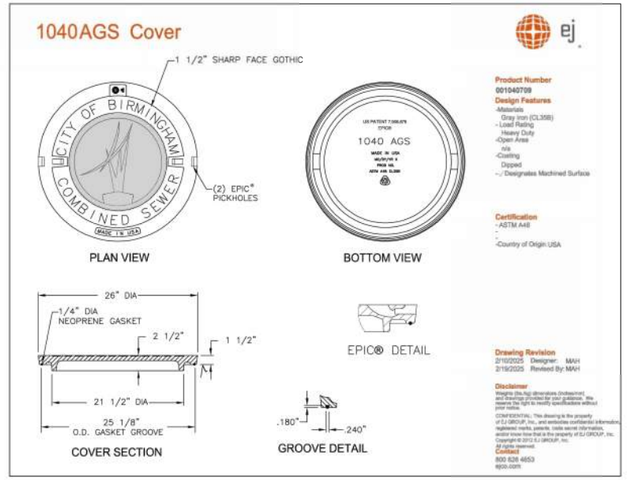
18. PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL TELEPHONE MISS DIG FOR THE LOCATION OF UNDERGROUND PIPELINE AND CABLE FACILITIES AND SHALL ALSO NOTIFY REPRESENTATIVES OF OTHER UTILITIES LOCATED IN THE VICINITY OF THE WORK.

19. AN 18 INCH MINIMUM VERTICAL SEPARATION AND A 10 FOOT MINIMUM HORIZONTAL SEPARATION MUST BE MAINTAINED BETWEEN SANITARY OR COMBINED SEWER AND WATER MAIN.

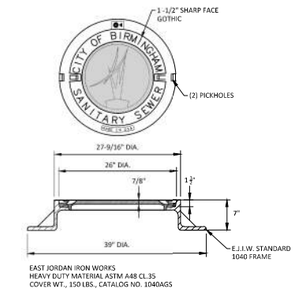
20. CLEANOUTS FOR SANITARY SEWER LEADS WITHIN PAVED SURFACE SHALL HAVE TRAFFIC RATED FRAME AND CASTING.



CITY OF BIRMINGHAM MANHOLE COVER - SANITARY SEWER



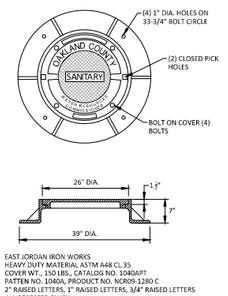
CITY OF BIRMINGHAM MANHOLE COVER - COMBINED SEWER



EAST JORDAN IRON WORKS
HEAVY DUTY MATERIAL ASTM A48 CL.35
COVER WT., 150 LBS., CATALOG NO. 1040AGS

CITY OF BIRMINGHAM SANITARY SEWER MANHOLE COVER & STANDARD FRAME

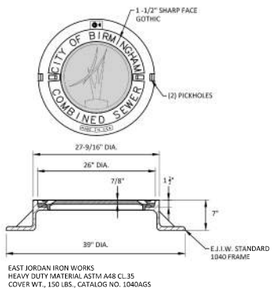
TO BE USED ONLY FOR MANHOLES ON DESIGNATED CITY DRAINS.



EAST JORDAN IRON WORKS
HEAVY DUTY MATERIAL ASTM A48 CL.35
COVER WT., 150 LBS., CATALOG NO. 1040APT
PATTEN NO. 1040A, PRODUCT NO. NCR09-1280 C
2" RAISED LETTERS, 1" RAISED LETTERS, 3/4" RAISED LETTERS
ALL RECESSED FLUSH.

OAKLAND COUNTY WRC SANITARY SEWER MANHOLE COVER

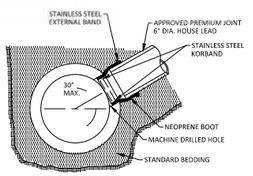
TO BE USED ON COUNTRY DESIGNATED SANITARY SEWER INTERCEPTOR MANHOLES



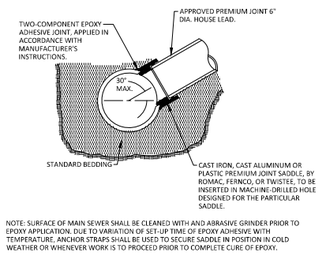
EAST JORDAN IRON WORKS
HEAVY DUTY MATERIAL ASTM A48 CL.35
COVER WT., 150 LBS., CATALOG NO. 1040AGS

CITY OF BIRMINGHAM COMBINED SEWER MANHOLE COVER & STANDARD FRAME

TO BE USED ONLY FOR MANHOLES ON DESIGNATED CITY DRAINS.

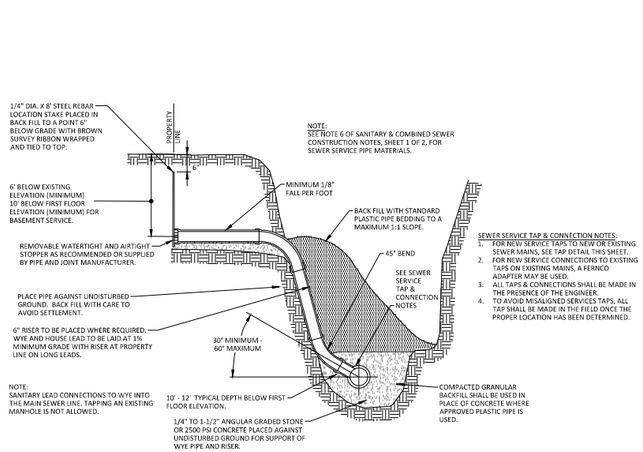


SEWER TAP USING KOR-N-TEE
(ALLOWABLE FOR SEWER MAINS 10" DIA. OR LARGER)

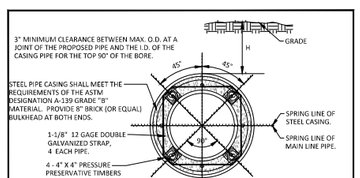


NOTE: SURFACE OF MAIN SEWER SHALL BE CLEANED WITH AND ABRASIVE GRINDER PRIOR TO EPOXY APPLICATION. DUE TO VARIATION OF SET-UP TIME OF EPOXY ADHESIVE WITH TEMPERATURE, ANCHOR STRAPS SHALL BE USED TO SECURE SADDLE IN POSITION IN COLD WEATHER OR WHENEVER WORK IS TO PROCEED PRIOR TO COMPLETE CURE OF EPOXY.

SEWER TAP USING TAPPING SADDLE
(ALLOWABLE FOR ALL SIZES OF MAIN SEWER PIPES)



TYPICAL HOUSE LEAD DETAIL



ALLOWABLE HEIGHT OF COVER (H) IN FEET, FOR STEEL CASING

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1/4	0.250		50	50	39	31	27	21	19	18	16	
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3/8	0.375					50	50	39	29	27	22	19
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NOTE:1. FOR 36" SEWER PROVIDE A MIN. OF 60" DIA. CASING WITH 1" WALL THICKNESS.
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TYPICAL SEWER TUNNEL CASING DETAIL

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248-530-1800
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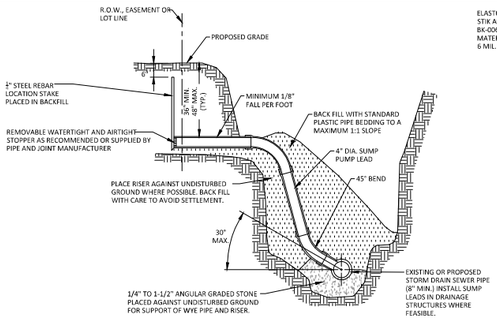
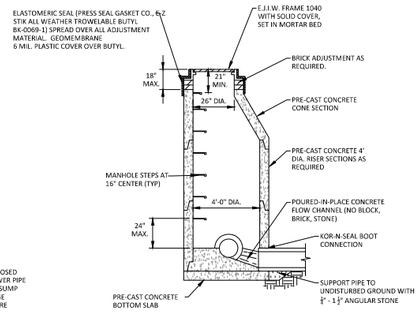
Sanitary & Combined Sewer
Standard Notes & Details 2 of 2

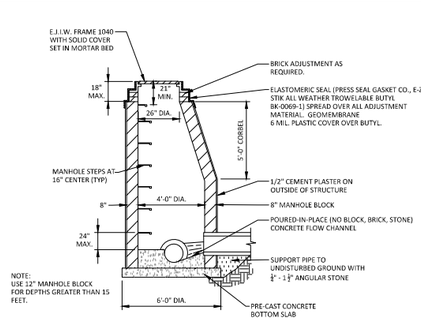
ISSUE DATE:	SCALE:	SHEET NO.
01-22-26	NTS	SS-2



HOUSE LEAD DETAIL FOR 4" DIA. PLASTIC SUMP PUMP LEADS



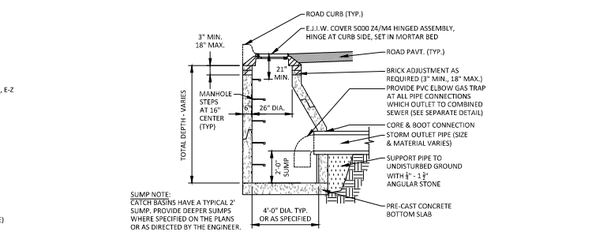
PRE-CAST MANHOLE



NOTE:
USE 12" MANHOLE BLOCK FOR DEPTHS GREATER THAN 15 FEET.

STANDARD MANHOLE DETAILS

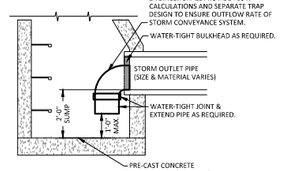
BLOCK MANHOLE



SUMP NOTE:
CATCH BASINS HAVE A TYPICAL 2' SUMP. PROVIDE DEEPER SUMPS WHERE SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

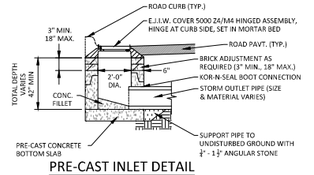
PRE-CAST CATCH BASIN DETAIL (IN ROAD CURB LINE)

SUMP NOTE:
STORM MANHOLES SHALL HAVE 2' SUMP WHERE CALLED FOR ON THE PLANS OR AS DIRECTED BY THE ENGINEER. WHERE SUMP IS SPECIFIED ON STORM MANHOLES, FLOW CHANNELS WILL NOT BE REQUIRED.



PVC ELBOW GAS TRAP

NOTE:
REQUIRED AT ALL STORM PIPE CONNECTIONS WHICH OUTLET TO COMBINED SEWER



PRE-CAST INLET DETAIL (IN ROAD CURB LINE)

STORM DRAIN SEWER CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF BIRMINGHAM. ALL STORM SEWER CONSTRUCTION SHALL HAVE FULL-TIME INSPECTION SUPERVISED BY A STATE OF MICHIGAN LICENSED PROFESSIONAL ENGINEER PROVIDED BY, OR CAUSED TO BE PROVIDED BY, THE CITY OF BIRMINGHAM.
2. ALL STORM DRAIN SEWER PIPE SIX (6) INCHES IN DIAMETER AND LARGER SHALL BE INSTALLED IN CONFORMANCE WITH CITY OF BIRMINGHAM TRENCH DETAILS CONTAINED HEREIN, TRENCH DETAIL "A" OR "B", INCLUDING BEDDING AND BACKFILL AT A MINIMUM OF 6 INCHES ABOVE THE TOP OF PIPE WITH NATURAL STONE CONFORMING TO M.D.O.T. 6A GRADATION REQUIREMENTS.
3. ALL STORM DRAIN SEWER PIPE SHALL BE INSTALLED IN ACCORDANCE WITH TRENCH "A" DETAIL AT ALL LOCATIONS UNDERNEATH OR WITHIN THE INFLUENCE OF EXISTING OR PROPOSED PAVEMENT AREAS. ALL TRENCHES UNDER OR WITHIN A 1:1 RATIO OF EXISTING OR PROPOSED PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, OR BUILDINGS SHALL BE BACKFILLED WITH THOROUGHLY COMPACTED CLASS II SAND TO GRADE AT NOT LESS THAN 95% OF THE MAXIMUM UNIT WEIGHT.
4. ALL STORM DRAIN SEWER PIPE MAY BE INSTALLED IN ACCORDANCE WITH TRENCH DETAIL "B" IN LOCATIONS OUTSIDE THE INFLUENCE OF EXISTING OR PROPOSED PAVEMENT AREAS.
5. STORM DRAIN SEWER DRAINAGE PIPE SHALL BE THE TYPE, CLASS, AND SIZE AS SHOWN ON THE APPROVED ENGINEERING PLANS, AND SHALL MEET THE FOLLOWING CRITERIA (ANY DEVIATIONS FROM THESE SPECIFICATIONS REQUIRE PRIOR APPROVAL BY THE CITY):

   A. REINFORCED CONCRETE PIPE (RCP): ASTM C-76, CLASS IV:
   - ALL REINFORCED CONCRETE PIPE SHALL HAVE MODIFIED GROOVED TONGUE JOINTS WITH O-RING TYPE RUBBER GASKET, PER A.S.T.M. SPECIFICATIONS C443.
   - THE INSIDE JOINTS OF PIPE SIZES OVER 27" DIAMETER SHALL BE POINTED UP WITH MORTAR UPON COMPLETION OF BACKFILLING OPERATIONS.

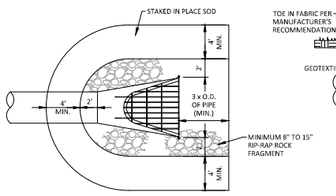
   B. POLYVINYL CHLORIDE PIPE (PVC):
   - PVC SDR 23.5 SEWER PIPE: PER ASTM D-3034 (6" DIA.)
   - PVC SDR 26 SEWER PIPE: PER ASTM D-3034 (8"-15" DIA.) AND ASTM F-679 (18" TO 24" DIA.
   - PVC SCHEDULE 40 SEWER PIPE:ASTM D-1785 "STANDARD SPECIFICATION FOR POLYVINYL CHLORIDE (PVC) PLASTIC PIPE", SCHEDULES 40, 80, AND 120.
   - PVC COMPOUNDS TO MEET ASTM D-1784

   C. HIGH-DENSITY POLYETHYLENE PIPE (HDPE):
   - 4" OR 6" DIAMETER ALLOWABLE FOR PAVEMENT UNDERDRAIN APPLICATIONS.
   - SINGLE WALL, CORRUGATED , PERFORATED PIPE SUITABLE TO TRAFFIC LOADING APPLICATIONS.
   - PIPE SHALL MEET AASHTO M252, TYPE C OR CP
   - JOINTS SHALL MEET SOIL-TIGHT REQUIREMENTS PER AASHTO M252 OR M294

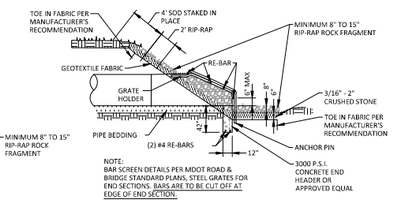
   D. CORRUGATED STEEL PIPE REQUIREMENTS (CSP) (ONLY ALLOWED FOR USE IN SMALL DIAMETER (15" DIA. OF LESS) DRAINAGE CULVERTS):
   - CORRUGATED STEEL PIPE SHALL BE PROVIDED CORRESPONDING TO THE DIAMETER OR ARCH SHAPE (RISE AND SPAN) AS SPECIFIED ON THE PLANS.
   - ALL CORRUGATED STEEL PIPE SHALL BE GALVANIZED AND COATED WITH BITUMINOUS ASPHALT TO RETARD CORROSION. AS AN ALTERNATE TO THIS REQUIREMENT, AN ALUMINIZED STEEL PIPE, OR APPROVED EQUAL, MAY BE SUBSTITUTED.
   - ALL CORRUGATED STEEL PIPE SHALL BE JOINED TOGETHER WITH A WATERTIGHT CIRCUMFERENTIALLY CORRUGATED STEEL COUPLING BAND FURNISHED WITH TWO (2) RUBBER GASKETS.
   - CORRUGATED STEEL PIPE SHALL HAVE WELDED SEAMS WITH HELICAL CORRUGATIONS. EACH END OF THE HELICAL CORRUGATED PIPE SHALL BE RE-ROLLED TO AN ANNULAR CONFIGURATION TO ACCOMMODATE THE WATERTIGHT COUPLING BAND DESCRIBED HEREIN. RIVETED OR LOCK SEAM PIPE IS UNACCEPTABLE.

6. STORM MANHOLE, CATCH BASIN, AND INLET STRUCTURE NOTES AND REQUIREMENTS:
   - ALL NEW CATCH BASINS, INLETS, AND MANHOLES ARE TO BE MANUFACTURED TO ASTM C-478 SPECIFICATIONS.
   - ALL NEW CATCH BASINS, INLETS, AND MANHOLES SHALL HAVE CITY-APPROVED FLEXIBLE, WATERTIGHT SEALS WHERE PIPES PASS THROUGH WALLS.
   - MANHOLES SHALL BE OF PRECAST SECTIONS WITH MODIFIED GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS. PRE CAST MANHOLE CONE SECTIONS SHALL BE CITY-APPROVED MODIFIED ECCENTRIC CONE TYPE.
   - TAPS THROUGH MANHOLE JOINTS OR CONE SECTIONS ARE PROHIBITED UNLESS OTHERWISE APPROVED.
   - ALL MANHOLE, CATCH BASIN, OR INLET STRUCTURE STEPS TO BE PLASTIC COATED STEEL MEETING THE REQUIREMENTS IN ASTM D 2146 TYPE II, GRADE 49108, MA. INDUSTRIES P.S.I. POLYPROPYLENE, (OR APPROVED EQUAL). STEPS TO BE INSTALLED DURING MANHOLE MANUFACTURE. PLACE AT 16" CENTERS 45° FROM CENTERLINE OF SEWER.
   - CONE SECTION WITH MODIFIED GROOVE TONGUE JOINTS AND WITH STUD INSERTS CAST IN PLACE. TOP TO HAVE FLUSH SURFACE.
   - ASTM C-478 RISER SECTION WITH MODIFIED GROOVE TONGUE JOINTS.
   - KOR-N-SEAL BOOT (WITH STAINLESS STEEL KORBAND) FLEXIBLE RUBBER MANHOLE JOINTS AT ALL PIPE CONNECTIONS.
   - PRECAST CONCRETE BASE MUST BE SET LEVEL ON A SAND CUSHION OF NOT LESS THAN 2" OR MORE THAN 4". FOR MANHOLES, TOP OF BASE TO BE 2" MIN BELOW BOTTOM OF SEWER PIPE.
   - ON PRECAST MANHOLES BOTTOM SECTION SHALL BE ACCURATELY SET PLUMB.

7. ALL END SECTIONS 18" AND LARGER SHALL BE PROVIDED WITH A GALVANIZED BAR SCREEN.
8. STANDARD RIP-RAP SHALL BE 8"-15" FRAGMENTED NATURAL ROCK. HEAVY RIP-RAP SHALL BE 16"-24" FRAGMENTED NATURAL ROCK. (NO BROKEN CONCRETE SHALL BE ALLOWED)
9. SUMP PUMP LEAD REQUIREMENTS:
   - SUMP PUMP LEADS CONNECTED TO A MANHOLE SHALL BE CORED AND BOOTED.
   - SUMP PUMP MAINS AND LEADS SHALL BE SDR 23.5, SCHEDULE 40, NON PERFORATED, SOLID WALL, ABS TRUSS, PVC TRUSS, ADS N-12 WT, OR APPROVED EQUAL, WITH PREMIUM JOINTS.
   - ENDS OF ALL 4" SUMP PUMP LEADS SHALL BE TEMPORARILY CAPPED AND THEIR LOCATION STAKED, WITNESSED AND RECORDED.
   - ALL SUMP PUMP LEADS TO BE TAKEN TO THE PROPERTY LINE, EASEMENT LINE OR AS INDICATED ON THE PLAN.
   - SUMP PUMP MAINS MUST HAVE A CLEANOUT WITH A MINIMUM INSIDE DIAMETER OF 24", CONSTRUCTED AT CHANGES OF ALIGNMENT, ENDS OF SUMP PUMP MAINS OR AS INDICATED ON THE PLAN.

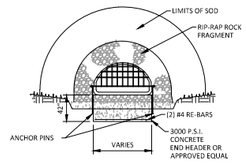


PLAN VIEW



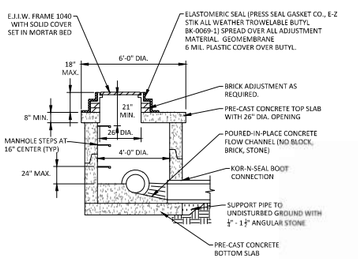
NOTE:
BAR SCREEN DETAILS PER MDOT ROAD & BRIDGE STANDARD PLANS, STEEL GRATES FOR END SECTIONS. BARS ARE TO BE CUT OFF AT EDGE OF END SECTION.

PROFILE VIEW

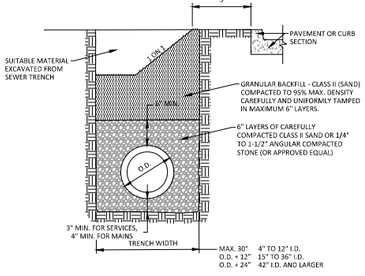


END VIEW

END SECTION AND BAR SCREEN DETAIL

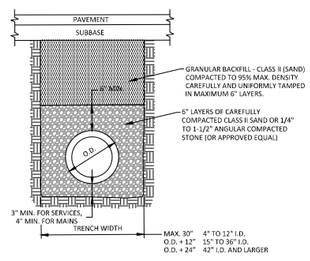


PRE-CAST LOW HEAD MANHOLE DETAIL



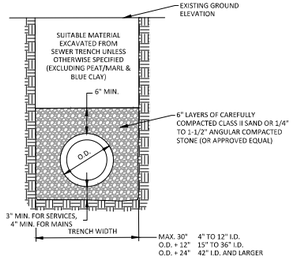
TRENCH DETAIL "A"

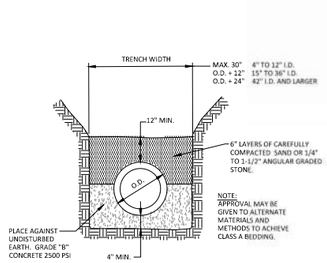
SEWER UNDER ROAD BED OR WITHIN THE INFLUENCE OF ROAD BED



TRENCH DETAIL "B"

SEWER NOT UNDE ROAD BED





CONCRETE CRADLE

PIPE SCHEDULE

WITHIN 1 ON 1 ZONE OF INFLUENCE OF ROADWAY MEASURED FROM BACK OF CURB.	< 3' COVER 3' - 10' COVER > 10' COVER	C76 - CL V C76 - CL IV C76 - CL V OR APPROVED EQUAL
OUTSIDE ZONE OF INFLUENCE OR ROADWAY, IN REAR YARD OR GREENBELT.	SMOOTH LINED CORRUGATED HDPE, CPVC A 2000, C-76 CL IV OR V, SCH. 40 PVC, SDR 23.5, SDR 26, CSP, OR APPROVED EQUAL	
DRIVE CULVERTS	C-76 CL IV OR CORRUGATED METAL PIPE (CMP)	

NOTES:
1. ALL PIPE TO BE INSTALLED PER MANUFACTURER RECOMMENDED STANDARDS AND AS SHOWN ON PLANS.
2. ALL PIPE SHALL BE FURNISHED WITH PREMIUM JOINTS.

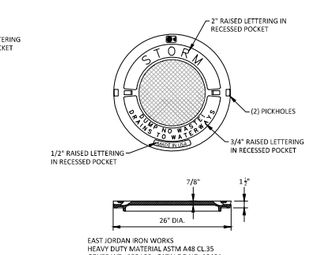
TYPICAL M.H. GRATES

APPLICATION	GRATE ID NUMBER
CURB AND GUTTER	EJIW 5000 Z4/M4 HINGED (SEE DETAIL THIS SHEET)
PAVEMENT	EJIW 1040-M1
GREEN BELT	EJIW 1040-N
DITCH	EJIW 6508 EJIW 6517

OR APPROVED EQUAL

CITY OF BIRMINGHAM CATCH BASIN & INLET FRAME & COVER - STORM SEWER

CITY OF BIRMINGHAM MANHOLE COVER - STORM SEWER



EAST JORDAN IRON WORKS OR APPROVED EQUAL HEAVY DUTY MATERIAL ASTM A48 CL 35B
CATALOG NO. 1040A PATTERN NO. 1040A, PRODUCT NO. 104718 OAKCOSTD. 2" HIGH RAISED LETTERS, 1" WIDE RAISED LETTERS ALL IN RECESSED POCKET.

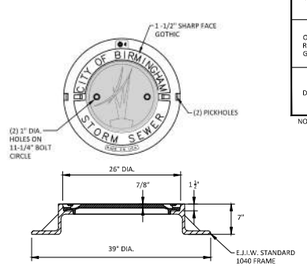
OAKLAND COUNTY WRC STORM SEWER MANHOLE COVER

TO BE USED ONLY FOR MANHOLES ON DESIGNATED COUNTRY DRAINS

EAST JORDAN IRON WORKS
HEAVY DUTY MATERIAL ASTM A48 CL 35
COVER WT., 150 LBS., CATALOG NO. 1040A
2" HIGH RAISED LETTERS, 3/4" WIDE RAISED LETTERS
ALL RECESSED FLUSH.

PRIVATE STORM SEWER MANHOLE COVER

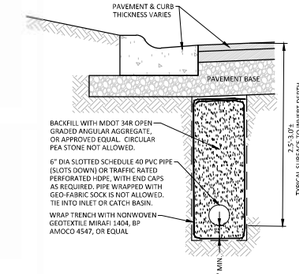
TO BE USED ON ALL STORM SEWER MANHOLES OTHER THAN COUNTY OR CITY DESIGNATED DRAINS.



EAST JORDAN IRON WORKS
HEAVY DUTY MATERIAL ASTM A48 CL 35
COVER WT., 150 LBS., CATALOG NO. 1040CGS

CITY OF BIRMINGHAM STORM SEWER MANHOLE COVER & STANDARD FRAME

TO BE USED ONLY FOR MANHOLES ON DESIGNATED CITY DRAINS.



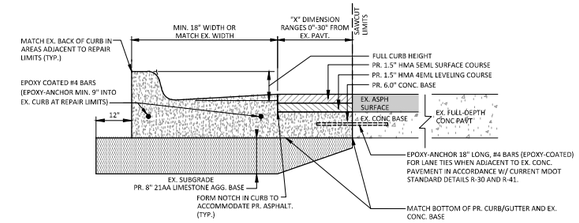
6" PERFORATED UNDERDRAIN TRENCH DETAIL

BIRMINGHAM
A WALKABLE CITY

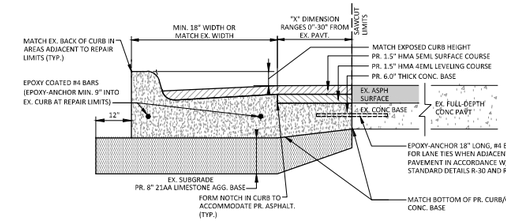
City of Birmingham Engineering Department
151 Martin Street
Birmingham, MI 48012
248-530-1800
www.bhamgov.org

Storm Drain Sewer Standard Notes & Details 1 of 1

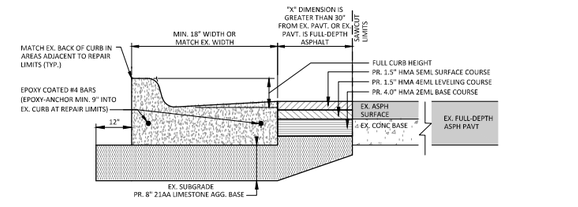
ISSUE DATE:	SCALE:	SHEET NO.
01-22-26	NTS	SD-1



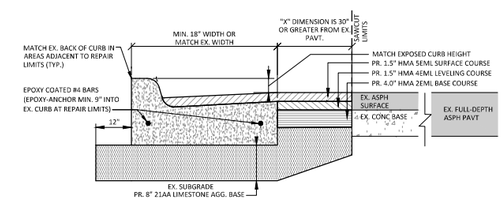
CONCRETE CURB & GUTTER INSTALLATION, TYPE 1 (EXPOSED GUTTER PAN)
(WHERE ADJACENT TO EX. FULL-DEPTH CONCRETE OR COMPOSITE PAVEMENT)



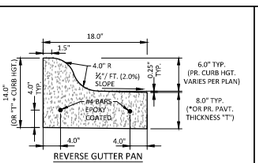
CONCRETE CURB & GUTTER INSTALLATION, TYPE 2 (OVERLAID GUTTER PAN)
(WHERE ADJACENT TO EX. FULL-DEPTH CONCRETE OR COMPOSITE PAVEMENT)



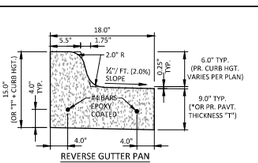
CONCRETE CURB & GUTTER INSTALLATION, TYPE 1 (EXPOSED GUTTER PAN)
(WHERE ADJACENT TO EX. FULL-DEPTH ASPHALT OR COMPOSITE PAVEMENT)



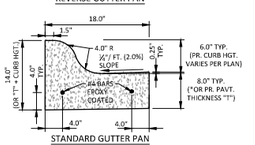
CONCRETE CURB & GUTTER INSTALLATION, TYPE 2 (OVERLAID GUTTER PAN)
(WHERE ADJACENT TO EX. FULL-DEPTH ASPHALT OR COMPOSITE PAVEMENT)



REVERSE GUTTER PAN



REVERSE GUTTER PAN

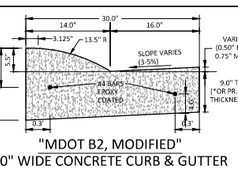


STANDARD GUTTER PAN

"BIRMINGHAM ROLL"
18" WIDE CONCRETE CURB & GUTTER
DIMENSIONAL CROSS-SECTION DETAIL

STANDARD GUTTER PAN

"MDOT F2, MODIFIED"
18" WIDE CONCRETE CURB & GUTTER
DIMENSIONAL CROSS-SECTION DETAIL

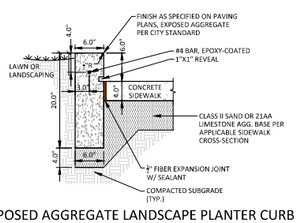


"MDOT B2, MODIFIED"
30" WIDE CONCRETE CURB & GUTTER
DIMENSIONAL CROSS-SECTION DETAIL

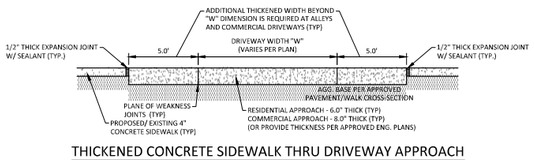
"MDOT D2, MODIFIED"
24" WIDE CONCRETE CURB & GUTTER
DIMENSIONAL CROSS-SECTION DETAIL

CONCRETE CURB & GUTTER NOTES

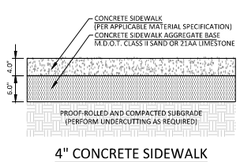
1. REFER TO M.D.O.T. STANDARD PLAN R-30 (CURRENT VERSION) FOR TYPICAL CURB AND GUTTER DETAILS, WHICH SHALL BE USED EXCEPT AS MODIFIED HEREIN, OR UPON DIRECTION BY THE ENGINEER.
2. PER M.D.O.T. STANDARD PLAN R-30, EPOXY-COATED #4 LANE TIES SHALL BE INSTALLED WHEN CONCRETE CURB & GUTTER IS INSTALLED ADJACENT TO EXISTING OR PROPOSED FULL-DEPTH CONCRETE PAVEMENT. LANE TIES MAY BE OMITTED WHEN CURB IS FORMED INTEGRAL TO A CONCRETE PAVEMENT CROSS-SECTION.
3. ALL CONCRETE CURB & GUTTER INSTALLED WITHIN M.D.O.T.- OR ROAD COMMISSION FOR OAKLAND COUNTY (R.C.O.C.) PUBLIC RIGHT-OF-WAYS SHALL ADHERE TO STANDARDS AND SPECIFICATIONS OF APPROVED PERMITS REQUIRED TO COMPLETE THE WORK'S THE GOVERNING AGENCIES.
4. ALL PROPOSED CONCRETE CURB & GUTTER SHALL PROVIDE THE TYPICAL CURB HEIGHTS FOR EACH TYPE OF CURB AS SHOWN IN THE DIMENSIONAL CROSS-SECTION DETAILS, EXCEPT AT LOCATIONS WHERE CURB & GUTTER IS REQUIRED TO MATCH EXISTING OR WHERE ALTERNATE CURB HEIGHTS ARE SPECIFIED ON THE PLANS.
5. PREPARE THE EXISTING AGGREGATE SUBBASE LAYER BELOW CURB AND GUTTER BY CONDITIONING, GRADING, AND/OR RE-SHAPING THE SUBBASE, AND FURNISHING, PLACING, AND COMPACTING SUPPLEMENTAL THICK 21AA AGGREGATE BASE TO ACHIEVE PROPOSED PLAN GRADE. ALL NECESSARY PREPARATION WORK SHALL BE INCLUDED IN APPLICABLE PAY ITEMS FOR CONCRETE CURB & GUTTER.
6. PER THE DIMENSIONAL CROSS-SECTION DETAILS, THE PROPOSED PAVEMENT THICKNESS,"T" IS EQUAL TO THE THICKNESS OF PROPOSED FULL-DEPTH CONCRETE PAVEMENT ADJACENT TO THE CURB & GUTTER, POURED SEPARATELY OR INTEGRAL. THE PROPOSED SLOPE WITHIN THE GUTTER PAN IS EQUAL TO THE CROSS-SLOPE OF THE CONCRETE PAVEMENT WHEN CURB & GUTTER IS POURED INTEGRAL TO THE PAVEMENT.
7. TYPICAL USE OF THE VARIOUS TYPES OF CONCRETE CURB AND GUTTER ARE AS FOLLOWS (OR IN ACCORDANCE WITH THE APPROVED PLANS OR PER DIRECTION BY THE ENGINEER):
   - 7.A. "BIRMINGHAM ROLL" DETAIL: LOCAL RESIDENTIAL STREETS
   - 7.B. "MDOT F2, MODIFIED" DETAIL: RESIDENTIAL, COMMERICAL & INDUSTRIAL COLLECTOR STREETS
   - 7.C. "MDOT D2, MODIFIED" DETAIL: MOUNTABLE CURB APPLICATIONS
   - 7.D. "MDOT B2, MODIFIED" DETAIL: DRIVEWAY OR ROADWAY MEDIANS



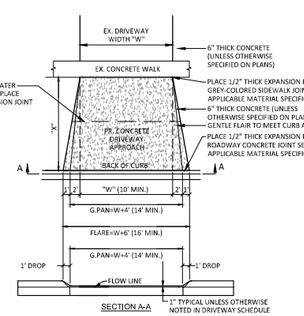
EXPOSED AGGREGATE LANDSCAPE PLANTER CURB



THICKENED CONCRETE SIDEWALK THRU DRIVEWAY APPROACH

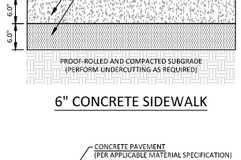


4" CONCRETE SIDEWALK

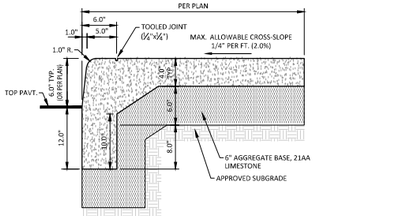


CONCRETE DRIVEWAY APPROACH - DETAIL 'L'

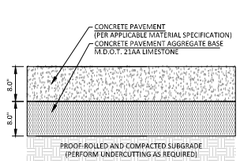
MDOT DRIVEWAY OPENING DETAIL 'M'



6" CONCRETE SIDEWALK



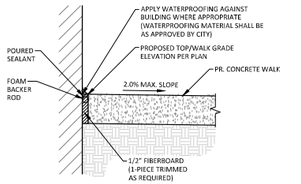
MONOLITHIC CURB AND WALK



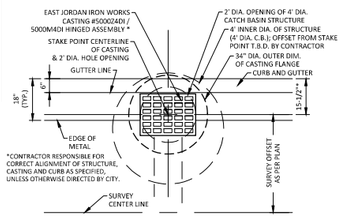
8" CONCRETE PAVEMENT

GENERAL PAVEMENT REMOVAL & CONSTRUCTION NOTES

1. PAVEMENTS SHALL BE OF THE TYPE, THICKNESS, AND CROSS-SECTIONS AS INDICATED HEREIN OR AS PROPOSED ON THE APPROVED ENGINEERING PLANS.
2. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF BIRMINGHAM AND THE 2020 MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, EXCEPT WHERE MODIFIED OR SUPPLEMENTED HEREIN, OR ON THE APPROVED ENGINEERING PLANS.
3. ALL PAVING CONSTRUCTION OCCURRING WITHIN THE CITY OF BIRMINGHAM PUBLIC RIGHT-OF-WAY (R.O.W.) REQUIRES THAT THE DEVELOPER OR CONTRACTOR NOTIFY THE CITY ENGINEERING DEPARTMENT A MINIMUM OF 48 HOURS IN ADVANCE, SO THAT THE CITY MAY PROVIDE INSPECTION IF REQUIRED.
4. CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
5. FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.
6. ALL PAVEMENTS CALLED FOR FULL-DEPTH REMOVAL AND REPLACEMENT SHALL BE SAWCUT FULL-DEPTH THROUGH THE PAVEMENT SECTION PRIOR TO REMOVAL.
7. BRICK PAVER WALKS OR DRIVEWAYS LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY (R.O.W.) SHALL BE REMOVED AS DIRECTED BY THE CITY. THE CONTRACTOR SHALL COORDINATE WITH THE ADJACENT PROPERTY OWNER IN ADVANCE TO DETERMINE WHETHER THE REMOVED BRICK PAVER MATERIALS SHALL BE SALVAGED AND RETURNED TO THE OWNER OR DISPOSED OF.
8. IN ANY LOCATIONS WHERE ADJACENT PAVEMENTS ARE DAMAGED BEYOND THE PLANNED REMOVAL LIMITS, THE CONTRACTOR SHALL REPLACE THE PAVEMENTS "IN KIND" TO MATCH EXISTING MATERIAL(S), THICKNESS, UNDERLYING AGGREGATE BASE MATERIAL, AND OVERALL PAVEMENT CROSS-SECTION, AT NO ADDITIONAL COST TO THE CITY OR OWNER.
9. ALL TREES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED DURING CONSTRUCTION. WHERE NECESSARY, AND UPON REVIEW AND APPROVAL BY THE CITY, TREE ROOTS SHALL BE CUT CLEANLY. AT NO TIME WILL RIPPING OR TEARING OF TREE ROOTS BE ACCEPTABLE. CONTRACTORS SHALL COORDINATE WITH THE CITY DEPARTMENT OF PUBLIC SERVICES (DPS) IN ADVANCE OF CUTTING TREE ROOTS TO DETERMINE IF DPS REQUIRES PERSONNEL TO BE ON SITE TO WITNESS THE TREE CUTTING WORK.
10. SOILS, ROCKS, OR OTHER MISCELLANEOUS DEBRIS WHICH ARE REQUIRED TO BE REMOVED TO COMPLETE THE PROPOSED CONSTRUCTION, SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE, AND LEGALLY DISPOSED OF, UNLESS DIRECTED OTHERWISE FROM THE CITY.
11. PAVEMENT SUBGRADE AND BASE MATERIALS SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
12. EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS (INCLUDED IN PAVING WORK).
13. ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
14. FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.



EXPANSION JOINT DETAIL AT BUILDING



CURB, CATCH BASIN & INLET ALIGNMENT DETAIL PLAN VIEW

AMERICANS WITH DISABILITIES ACT (A.D.A.) SIDEWALK, RAMP & LANDING COMPLIANCE NOTES

SIDEWALK FLAGS, RAMPS, AND LANDINGS SHALL BE INSTALLED AS INDICATED ON THE PLANS AND AS FOLLOWS:

SIDEWALK REQUIREMENTS:

1. THE RUNNING SLOPE OF CONSTRUCTED WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20 (5.0%).
2. THE CROSS-SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48 (2.0%).
3. CHANGES IN LEVEL OF 1/4 INCH (0.02 FEET) HIGH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL.
4. SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

RAMP REQUIREMENTS:

5. CURB RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
6. RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.
7. THE CROSS-SLOPE OF RAMP RUNS SHALL NOT BE STEEPER THAN 1:48 (2.0%).
8. THE LONGITUDINAL SLOPE OF RAMP RUNS SHALL NOT BE STEEPER THAN 1:12 (8.3%).
9. WHERE PROVIDED, CURB RAMP FLARES SHALL NOT BE STEEPER THAN 1:10 (10.0%).
10. THE RISE FOR ANY RAMP RUN SHALL BE 30 INCHES MAXIMUM.
11. COUNTER SLOPES OF ADJOINING GUTTERS AND ROAD SURFACES IMMEDIATELY ADJACENT TO THE CURB RAMP SHALL NOT BE STEEPER THAN 1:20 (5.0%). THE ADJACENT SURFACES AT TRANSITIONS AT CURB RAMPS TO WALKS, GUTTERS, AND STREETS SHALL BE AT THE SAME LEVEL.
12. CURB RAMPS WITH A RUNNING SLOPE EQUAL OR LESS THAN 1:20 DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE NOT GREATER THAN 1:48 PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL
13. CURB RAMPS AND THE FLARED SIDES OF CURB RAMPS SHALL BE LOCATED SO THAT THEY DO NOT PROJECT INTO VEHICULAR TRAFFIC LANES, PARKING SPACES, OR PARKING ACCESS AISLES. CURB RAMPS AT MARKED CROSSINGS SHALL BE WHOLLY CONTAINED WITHIN THE MARKINGS, EXCLUDING ANY FLARED SIDES.
14. WHEN 60 INCH (5 FOOT) MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 48 INCHES (4 FEET) AND LANDINGS TO NOT LESS THAN 48" x 48" (4' x 4').
15. DIAGONAL OR CORNER TYPE CURB RAMPS WITH RETURNED CURBS OR OTHER WELL-DEFINED EDGES SHALL HAVE THE EDGES PARALLEL TO THE DIRECTION OF PEDESTRIAN FLOW. THE BOTTOM OF DIAGONAL CURB RAMPS SHALL HAVE A CLEAR SPACE 48 INCHES (4 FEET) MINIMUM OUTSIDE ACTIVE TRAFFIC LANES OF THE ROADWAY. DIAGONAL CURB RAMPS PROVIDED AT MARKED CROSSINGS SHALL PROVIDE THE 48 INCHES (4 FEET) MINIMUM CLEAR SPACE WITHIN THE MARKINGS. DIAGONAL CURB RAMPS WITH FLARED SIDES SHALL HAVE A SEGMENT OF CURB 24 INCHES (2 FEET) LONG MINIMUM LOCATED ON EACH SIDE OF THE CURB RAMP AND WITHIN THE MARKED CROSSING.
16. SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COURSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.
17. DETECTABLE WARNING SURFACE COVERAGE IS 24 INCHES (2 FEET) MINIMUM IN THE DIRECTION OF RAMP / PATH TRAVEL AND THE FULL WIDTH OF THE RAMP / PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2 INCHES MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.
18. DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND / OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.
19. RAMPS SHALL HAVE LANDINGS AT THE TOP AND BOTTOM OF EACH RAMP RUN. SEE BELOW FOR LANDING REQUIREMENTS.

LANDING / TURNING SPACE REQUIREMENTS:

20. LANDINGS SHALL BE REQUIRED AT TOP OF CURB RAMPS AND TOP AND BOTTOM OF CURB RAMPS AND OTHER SIDEWALK RAMPS (SIDEWALKS WITH LONGITUDINAL SLOPE OF 5.0% OR GREATER).
21. LANDINGS SHALL BE PROVIDED WITH SLOPES NOT STEEPER THAN 1:48 (2.0%) IN ALL DIRECTIONS.
22. THE LANDING CLEAR LENGTH SHALL BE 36 INCHES (3 FEET) MINIMUM. THE LANDING CLEAR WIDTH SHALL BE AT LEAST AS WIDE AS THE CURB RAMP, EXCLUDING FLARED SIDES, LEADING TO THE LANDING.
23. RAMPS THAT CHANGE DIRECTION BETWEEN RUNS AT LANDINGS SHALL HAVE A CLEAR LANDING AREA WITH DIMENSIONS OF 60 INCHES (5 FEET) MINIMUM BY 60 INCHES (5 FEET) MINIMUM.
24. TURNING SPACES, SUCH AS KEY FLAGS WHERE TWO SEPARATE SIDEWALK DIRECTIONAL ALIGNMENTS INTERSECT, SHALL MEET THE SAME REQUIREMENTS AS LANDINGS AS DEFINED ABOVE.

PAVEMENT MATERIAL SPECIFICATIONS

AGGREGATE BASE:

1. ROAD PAVEMENTS, CURB & GUTTER, AND COMMERCIAL/INDUSTRIAL DRIVEWAYS
   - 1.A. PROVIDE CRUSHED LIMESTONE CONFORMING TO MDOT 21AA GRADATION REQUIREMENTS (MINIMUM 8.0" THICKNESS), COMPACTED TO MIN. 95% DRY DENSITY.
2. RESIDENTIAL DRIVEWAYS
   - 2.A. PROVIDE CRUSHED LIMESTONE CONFORMING TO MDOT 21AA GRADATION REQUIREMENTS (MINIMUM 6.0" THICKNESS), COMPACTED TO MIN. 95% DRY DENSITY.
3. CONCRETE SIDEWALKS
   - 3.A. PROVIDE CRUSHED LIMESTONE (MDOT 21AA GRADATION) OR MDOT CLASS II SAND (MINIMUM 6.0" THICKNESS), COMPACTED TO MIN. 95% DRY DENSITY.

HOT MIX ASPHALT (H.M.A.) MIXTURES:

2. UNLESS OTHERWISE SPECIFIED ON THE APPROVED ENGINEERING PLANS, THE FOLLOWING HOT MIX ASPHALT (H.M.A.) MIXTURES SHALL BE USED FOR NEW ASPHALT PAVEMENT CONSTRUCTION AND ASPHALT ROAD REPAIRS:
   - 2.A. SURFACE COURSE: MDOT HMA MIXTURE NO. 5EML (MAX. APPLICATION RATE OF 220 LB/SYD.)
   - 2.B. LEVELING COURSE: MDOT HMA MIXTURE NO. 4EML (MAX. APPLICATION RATE OF 220 LB/SYD.)
   - 2.C. BASE COURSE: MDOT HMA MIXTURE NO. 3EML (MAX. APPLICATION RATE OF 330 LB/SYD.)
3. ALL MIX DESIGNATIONS SHALL MEET APPLICABLE MINIMUM REQUIREMENTS PER MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
4. BINDER FROM RECYCLED ASPHALT PAVEMENT (RAP) MATERIALS SHALL BE LIMITED TO NOT MORE THAN 17 PERCENT OF THE TOTAL MIX BINDER CONTENT BY WEIGHT. FINAL BINDER FOR ALL MIXES SHALL MEET SPECIFICATION REQUIREMENTS FOR PERFORMANCE-GRADE PG64-28.
5. TACK/BOND COAT SHALL BE SS-1H WITH A MINIMUM APPLICATION RATE OF 0.10 GAL/SQUARE YARD.

STANDARD PORTLAND CEMENT CONCRETE (P.C.C.) MIXTURES:

1. CONCRETE PAVEMENT, CURB & GUTTER, AND COMMERCIAL/INDUSTRIAL DRIVEWAYS:
   - 1.A. CONCRETE GRADE 3500HP PER MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
     - 1.A.A. ALL PCC MIXTURES REQUIRE:
       - 1.A.A.A. COARSE AGGREGATE MATERIAL MEETING "OPTIMIZED AGGREGATE GRADATION REQUIREMENTS" (IN ACCORDANCE WITH SECTION 10.04.03 OF THE MDOT 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION).
       - 1.A.A.B. FINE AGGREGATE MATERIAL MEETING MDOT SPECIAL PROVISION 20SP-1002A-01 REQUIREMENTS FOR ALKALI SILICA REACTIVITY.
       - 1.A.A.C. 25 TO 40 PERCENT REPLACEMENT OF THE PORTLAND CEMENT CONTENT IN THE PCC MIXTURE WITH A SUPPLEMENTARY CEMENTITIOUS MATERIAL (GROUND GRANULATED BLAST-FURNACE SLAG (GGBFS) OR OTHER APPROVED EQUAL).
     - 2.A.A.C. A MAXIMUM WATER CEMENT RATIO OF 0.43 TO REDUCE SCALING POTENTIAL.
     - 2.A.B. FOR NEW CONCRETE PAVEMENT AND/OR CURB INSTALLATIONS WHICH REQUIRE MORE THAN 10 CUBIC YARDS OF PCC REDI-MIX MATERIAL (APPROXIMATELY 1 TRUCKLOAD), THE PCC MIXTURE SHALL ALSO CONTAIN A VISCOSITY-MODIFYING ADMIXTURE INTENDED TO IMPROVE FINISHING CHARACTERISTICS AND REDUCE THE POTENTIAL FOR SURFACE SCALING.
   - 2.B. PORTLAND CEMENT: TYPE 1L W/ LOW ALKALI CONTENT (0.6% OR LESS)
   -

Bird Phase 1B Project
Water and Sewer Lateral Special Assessment District

Sidwell Number	Street Address	Water Lateral Length (ft)	Total Cost Water Lateral	Sewer Lateral Length (ft)	Total Cost Sewer Lateral	Total Costs
1936482001	616 Bird Ave	-	$ -	-	$ -	$ -
1936480026	623 Bird Ave	-	$ -	-	$ -	$ -
1936480027	631 Bird Ave	-	$ -	-	$ -	$ -
1936482002	638 Bird Ave	-	$ -	-	$ -	$ -
1936482003	644 Bird Ave	-	$ -	-	$ -	$ -
1936480060	655 Bird Ave	-	$ -	-	$ -	$ -
1936482004	668 Bird Ave	-	$ -	26	$ 2,912.00	$ 2,912.00
1936480061	671 Bird Ave	-	$ -	-	$ -	$ -
1936482005	684 Bird Ave	18	$ 954.00	26	$ 2,912.00	$ 3,866.00
1936480030	695 Bird Ave	33	$ 1,749.00	26	$ 2,912.00	$ 4,661.00
1936480031	711 Bird Ave	33	$ 1,749.00	26	$ 2,912.00	$ 4,661.00
1936482006	716 Bird Ave	-	$ -	25	$ 2,800.00	$ 2,800.00
1936482007	730 Bird Ave	18	$ 954.00	25	$ 2,800.00	$ 3,754.00
1936480066	731 Bird Ave	-	$ -	-	$ -	$ -
1936482008	740 Bird Ave	-	$ -	-	$ -	$ -
1936480067	747 Bird Ave	-	$ -	26	$ 2,912.00	$ 2,912.00
1936482009	768 Bird Ave	-	$ -	-	$ -	$ -
1936480033	771 Bird Ave	-	$ -	-	$ -	$ -
1936482010	784 Bird Ave	-	$ -	-	$ -	$ -
1936482063	808 Bird Ave	-	$ -	-	$ -	$ -
1936480034	811 Bird Ave	-	$ -	-	$ -	$ -
1936480064	831 Bird Ave	-	$ -	-	$ -	$ -
1936482064	832 Bird Ave	-	$ -	-	$ -	$ -
1936482061	852 Bird Ave	-	$ -	-	$ -	$ -
1936480065	855 Bird Ave	-	$ -	-	$ -	$ -
1936482062	860 Bird Ave	-	$ -	-	$ -	$ -
1936480059	871 Bird Ave	-	$ -	-	$ -	$ -
1936482047	888 Bird Ave	-	$ -	-	$ -	$ -
1936480038	891 Bird Ave	33	$ 1,749.00	26	$ 2,912.00	$ 4,661.00
1936482048	900 Bird Ave	-	$ -	25	$ 2,800.00	$ 2,800.00
1936480039	907 Bird Ave	33	$ 1,749.00	26	$ 2,912.00	$ 4,661.00
1936480062	925 Bird Ave	-	$ -	-	$ -	$ -
1936482015	926 Bird Ave	-	$ -	-	$ -	$ -
1936482016	954 Bird Ave	-	$ -	25	$ 2,800.00	$ 2,800.00
1936480063	955 Bird Ave	-	$ -	26	$ 2,912.00	$ 2,912.00
1936480042	963 Bird Ave	-	$ -	-	$ -	$ -
1936482017	976 Bird Ave	-	$ -	25	$ 2,800.00	$ 2,800.00
1936482018	990 Bird Ave	18	$ 954.00	-	$ -	$ 954.00
1936480043	993 Bird Ave	33	$ 1,749.00	26	$ 2,912.00	$ 4,661.00
1936482019	1016 Bird Ave	18	$ 954.00	25	$ 2,800.00	$ 3,754.00

Sidwell Number	Street Address	Water Lateral Length (ft)	Total Cost Water Lateral	Sewer Lateral Length (ft)	Total Cost Sewer Lateral	Total Costs
1936480044	1019 Bird Ave	-	$ -	-	$ -	$ -
1936482020	1038 Bird Ave	-	$ -	25	$ 2,800.00	$ 2,800.00
1936480045	1039 Bird Ave	-	$ -	-	$ -	$ -
1936480046	1063 Bird Ave	33	$ 1,749.00	26	$ 2,912.00	$ 4,661.00
1936482021	1080 Bird Ave	-	$ -	-	$ -	$ -
1936480047	1087 Bird Ave	-	$ -	26	$ 2,912.00	$ 2,912.00
1936482022	1092 Bird Ave	-	$ -	-	$ -	$ -

MEMORANDUM

City Clerk's Office

DATE: February 12, 2026

TO: Melissa Coatta, City Engineer

FROM: Mya Brown, Deputy City Clerk

SUBJECT: Clerk's Confirmation of Public Hearing Notice: Bird Phase 1B Project, Contract #7-25(W) - Sewer and Water Lateral Special Assessment District (SAD)

INTRODUCTION:
The public hearing notice process has been completed for Bird Phase 1B Project, Contract #7-25(W) - Sewer and Water Lateral Special Assessment District (SAD). Please see attachments for further confirmation.

PUBLIC COMMUNICATIONS:
Mailing Date: 2/12/2026
Test Mail Return Date: 2/17/2026
Publishing Dates in the Oakland Press: 2/22/2026 & 3/8/2026
Posted in www.bhamgov/publicnotices

ATTACHMENTS:
1. Public Hearing Notice
2. Addresses
3. Mailing Letter
4. Mail Machine Counter Repot
5. Proof of Publishing

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

PUBLIC HEARING OF NECESSITY &
PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, March 9, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, March 23, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Bird Avenue; below are the assessed addresses: 668 Bird Ave 684 Bird Ave 695 Bird Ave 711 Bird Ave 716 Bird Ave 730 Bird Ave 747 Bird Ave 891 Bird Ave 900 Bird Ave 907 Bird Ave 954 Bird Ave 955 Bird Ave 976 Bird Ave 990 Bird Ave 993 Bird Ave 1016 Bird Ave 1038 Bird Ave 1063 Bird Ave 1087 Bird Ave
Nature of Improvement:	The project includes the replacement of the water main, sewer, and the streets will receive concrete curb, gutter and new concrete road.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248)530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 2/22/2026 & 3/8/2026
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

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: 655 079 760**

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations 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.

Parcel Identification Number	First Owner Name	Postal Address	POSTALCITY	POSTALZIP5	PNUM	Postal City Postal State Postal Zip 5
1936480030	WOODWARD ENTERPRISES LLC	671 BIRD AVE	BIRMINGHAM	48009	08-19-36-480-030	BIRMINGHAM, MI 48009
1936480038	NIKOLAY VANJUKHIN	891 BIRD AVE	BIRMINGHAM	48009	08-19-36-480-038	BIRMINGHAM, MI 48009
1936480031	MARY BETH SOLOY REVOC TRUST	711 BIRD AVE	BIRMINGHAM	48009	08-19-36-480-031	BIRMINGHAM, MI 48009
1936480067	PAUL A JACOBS	747 BIRD AVE	BIRMINGHAM	48009	08-19-36-480-067	BIRMINGHAM, MI 48009
1936480063	LISA M DIZIK	1778 ALEXANDER DR	BLOOMFIELD HILLS	48302	08-19-36-480-063	BLOOMFIELD HILLS, MI 48302
1936482016	JEFFREY SOLIS	954 BIRD AVE	BIRMINGHAM	48009	08-19-36-482-016	BIRMINGHAM, MI 48009
1936482048	NORMAN L COHEN LVNG TRUST	900 BIRD AVE	BIRMINGHAM	48009	08-19-36-482-048	BIRMINGHAM, MI 48009
1936482004	BRIAN DOYLE	668 BIRD AVE	BIRMINGHAM	48009	08-19-36-482-004	BIRMINGHAM, MI 48009
1936482018	SCOTT DOUGLAS PREHODA	990 BIRD AVE	BIRMINGHAM	48009	08-19-36-482-018	BIRMINGHAM, MI 48009
1936482019	IN SOO SUH	16195 MADOLINE ST	BEVERLY HILLS	48025	08-19-36-482-019	BEVERLY HILLS, MI 48025
1936480043	ANDREW FLESZAR	993 BIRD AVE	BIRMINGHAM	48009	08-19-36-480-043	BIRMINGHAM, MI 48009
1936480047	MICHAEL VAN HYFTE	1087 BIRD AVE	BIRMINGHAM	48009	08-19-36-480-047	BIRMINGHAM, MI 48009
1936480039	KEVIN JOY	907 BIRD AVE	BIRMINGHAM	48009	08-19-36-480-039	BIRMINGHAM, MI 48009
1936482007	RONALD G COLANGELO JR	730 BIRD AVE	BIRMINGHAM	48009	08-19-36-482-007	BIRMINGHAM, MI 48009
1936482006	MATTHEW H LICAVOLI	716 BIRD AVE	BIRMINGHAM	48009	08-19-36-482-006	BIRMINGHAM, MI 48009
1936480046	ANDREW JONNA	1063 BIRD AVE	BIRMINGHAM	48009	08-19-36-480-046	BIRMINGHAM, MI 48009
1936482020	YVONNE BENDA REVOC TRUST	1038 BIRD AVE	BIRMINGHAM	48009	08-19-36-482-020	BIRMINGHAM, MI 48009
1936482017	MATTHEW J GURWIN	976 BIRD AVE	BIRMINGHAM	48009	08-19-36-482-017	BIRMINGHAM, MI 48009
1936482005	MICHAEL A MILLER	684 BIRD AVE	BIRMINGHAM	48009	08-19-36-482-005	BIRMINGHAM, MI 48009
	City of Birmingham - Clerk's Office	151 Martin				BIRMINGHAM, MI 48009

BIRMINGHAM
A WALKABLE CITY

February 10, 2026

TO: parcel #
NAME
ADDRESS
CITY/STATE/ZIP

Re: Bird Phase 1B Project, Contract #7-25(W)
Sewer and Water Lateral Special Assessment District (SAD)

To whom it may concern,

The City of Birmingham Bird Phase 1B Project will start in the Spring 2026. The project includes the replacement of the water main, sewer, and the streets will receive concrete curb, gutter and new concrete road.

This project will include the replacement of the water main 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. This will include the replacement of all sewer laterals that are 50 years of age or older, less than 6 inch diameter, or an unsuitable material. Water services less than the City minimum size of 1 inch diameter, are 60 years of age or older, or an unsuitable material will also be replaced. All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC, and unsuitable water services will be replaced with new 1 inch diameter pipe. The lengths of sewer and/or water laterals replacement will be within the City's right-of-way. Enclosed is a map of properties included in the Sewer and Water Lateral SAD.

With this letter, you are receiving notifications for two public hearings for the Sewer and Water Lateral Special Assessment District (SAD):

- The Public Hearing of the Necessity to form a Special Assessment District for the sewer and water laterals replacement meeting the requirements as part of the Bird Phase 1B Water and Sewer Laterals Project is **Monday, March 9, 2026**, at the regularly scheduled City Commission meeting at 7:00 p.m. in City Hall at 151 Martin St.

- If necessity is determined at the April 21 hearing, a Public Hearing of Confirmation to confirm the Special Assessment District will follow on **Monday, March 23, 2026**, at the regularly scheduled City Commission meeting at 7:00 p.m. in City Hall at 151 Martin St.

The Engineering Department will have a resident meeting on **Tuesday, February 24, 2026, from 5:30 p.m. – 6:30 p.m.** in City Hall at 151 Martin St. in the City Commission room to discuss the project and answer any questions about the SAD process and construction.

Consistent with previous projects of this nature, it has been the City's policy to assess 100% of the costs of replacing the portion of unsuitable water and sewer laterals within the right-of-way to the property owner.

After the work is completed, an invoice will be generated and sent to the property owner of record for the public improvements. Payment in full will be expected within 30 days of receipt. If you are not in a position to pay off the charge in one payment, it can be broken into as many as 10 annual payments. An annual interest charge on the remaining balance, currently about 8.50 percent, will apply. Official estimates of the water and sewer lateral replacements will be provided at the Hearing of Necessity.

If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You will have the opportunity to ask questions and speak directly to the City Commission at the Public Hearing of Necessity and at the Confirmation of the Roll.

Sincerely,

Melissa A. Coatta, P.E.
City Engineer

BIRD PHASE 1B PROJECT AREA

Limits of Project

Properties within Water Lateral SAD

Properties within Sewer Lateral SAD

Properties within Sewer and Water Lateral SAD

BIRD PHASE 1B PROJECT AREA

Limits of Project

Properties within Water Lateral SAD

Properties within Sewer Lateral SAD

Properties within Sewer and Water Lateral SAD

BIRD PHASE 1B PROJECT AREA

Limits of Project

Properties within Water Lateral SAD

Properties within Sewer Lateral SAD

Properties within Sewer and Water Lateral SAD

Funds Report				
	Available:	$2,438.23	PBP Account Number:	35884980
	Used:	$119,347.77	Indicia Number:	0008029208
	Total Pieces:	157106	Meter Number:	8029208
	Control Sum:	$121,786.00	Meter Name:	
	Resettable Piece Count:	20	Printed:	FEB 12 2026 9:19 AM
	Piece Count Value:	$14.80		

Clerk's Office

BIRMINGHAM
A WALKABLE CITY

151 Martin Street • P.O. Box 3001
Birmingham, Michigan 48012-3001

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 48009 $ 000.74⁰
02 7W
0008029208 FEB 12 2026

CLERK'S OFFICE
RECEIVED
FEB 17 2026
1:46 PM

City of Birmingham - Clerk's Office
151 Martin
BIRMINGHAM, MI 48009

Bird Ave Phase 1 48009$3368 C037

Nation+World roundup

OPENAI WEIGHED ALERT TO POLICE LAST SUMMER

TORONTO — ChatGPT-maker OpenAI said Friday it considered last year alerting Canadian police about the activities of a person who months later committed one of the worst school shootings in the country's history.

OpenAI said last June the company identified the account of Jesse Van Rootselaar via abuse detection efforts for "furtherance of violent activities." The San Francisco tech company said it considered whether to refer the account the Royal Canadian Mounted Police but determined at the time that the account activity did not meet a threshold for referral to law enforcement. OpenAI banned the account in June 2025 for violating its usage policy.

The 18-year-old killed eight people in a remote part of British Columbia last week and died from a self-inflicted gun shot wound.
— The Associated Press

CUBA

Carolina Silva Matos, a cancer patient, rests in a hospital bed at the National Institute of Oncology and Radiology in Havana, Cuba. Cuba's debilitated health care system has been pushed to the brink of collapse by the U.S. blockading the country's oil supply. **RAMON ESPINOSA — THE ASSOCIATED PRESS**

RANSOMWARE ATTACK CLOSES CLINICS

JACKSON, Miss. — A ransomware attack forced the University of Mississippi Medical Center to close all of its roughly three dozen clinics around the state and cancel elective procedures for a second day, hobbling one of the state's largest health care providers.

University officials warned that the shutdown could continue for days as they try to evaluate the extent of the attack, including whether patients' sensitive information was compromised, and restore network systems they took down as a precaution.

Richard Bell, 55, drove three hours from his home in Oxford the medical center's main campus in Jackson on Friday only to learn that he wouldn't be able to get his bloodwork or chemotherapy treatment.

"It was all shut down," Bell said. "It gets pretty frustrating."
— The Associated Press

PRELIMINARY DEAL FOR WWII PHOTOS SIGNED

ATHENS, Greece — A Belgian collector, who put up for online auction a series of World War II photographs showing the final moments of 200 Greeks executed by a Nazi firing squad, signed a preliminary agreement with Greece to obtain the photos after declaring them part of country's heritage.

Culture Minister Lina Mendoni announced the preliminary agreement after experts visited the collector and verified that the photos were genuine.

Twelve pictures showing 200 political prisoners being led to their deaths on May 1, 1944 appeared for sale on eBay on Saturday.

They are the only photographic evidence that has come to light of an execution that was a seminal moment in Greece's World War II history.
— The Associated Press

COURT CLEARS TEN COMMANDMENTS LAW

A U.S. appeals court has cleared the way for a Louisiana law requiring poster-sized displays of the Ten Commandments in public school classrooms to take effect.

The 5th U.S. Circuit Court of Appeals voted 12-6 to lift a block that a lower court first placed on the law in 2024. The court said it was too early to make a judgment call on the constitutionality of the law. That's partly because it's not yet clear how prominently schools may display the religious text, if teachers will refer to the Ten Commandments during classes or if other texts like the Mayflower Compact or the Declaration of Independence will also be displayed, the majority opinion said. Without those sorts of details, the panel decided it did not have enough information to weigh any First Amendment issues that might arise from the law.
— The Associated Press

PACIFICORP TO PAY $575M OVER WILDFIRES

PORTLAND, Ore. — PacifiCorp has agreed to pay $575 million to resolve the federal government's claims for damages stemming from six wildfires in Oregon and California in 2020 and 2022 in the utility's latest multimillion-dollar payout related to the deadly blazes.

The settlement resolves the federal government's claims that PacifiCorp's electrical lines negligently started four fires in Oregon in 2020 and two fires in California in 2020 and 2022, the Justice Department said. The money will help restore some of the 290,000 acres of public land that burned. It will also help repay the government for the cost of fighting the fires, which the department said was "critical because the U.S. Forest Service now spends more than half of its budget on wildfire suppression annually."
— The Associated Press

POLICE INVESTIGATE RAMMED SUBSTATION

LAS VEGAS — Las Vegas police say they're investigating a car that rammed into a power substation as a "terrorism-related event."

There's no ongoing threat to the public, Las Vegas Metropolitan Police Department Sheriff Kevin McMahill said. Police received a call reporting a vehicle crash through a secured gate at the substation in Boulder City.

The driver of the vehicle was 23-year-old Dawson Maloney from Albany, New York, who was reported missing and died from a self-inflicted gunshot wound, McMahill said. The man had communicated with family before the crash, referencing self-harm, and said he was going to commit an act that would place him on the news. He referred to himself as a terrorist in a message sent to his mother, according to police.
— The Associated Press

MACRON VOWS TO TACKLE VIOLENT GROUPS

LYON, France — French President Emmanuel Macron called for calm ahead of marches organized by far-right groups, after a nationalist activist died from a beating in Lyon in an incident that highlighted a climate of deep political tensions ahead of next year's presidential vote.

Macron said he will launch a review of violent activist groups, and urged "everyone to remain calm" before Saturday's tributes to Quentin Deranque, a 23-year-old who died of brain injuries in a hospital last week. The demonstrations will take place under heavy police scrutiny.

"This is a moment of remembrance and respect for this young compatriot who was killed, for his family and loved ones. That must come first. And then it is a moment of firmness and responsibility," Macron said.
— The Associated Press

MIDEAST TENSIONS

Israeli airstrikes in eastern Lebanon kill 8 Hezbollah members, officials say

By Fadi Tawil and Bassem Mroue
THE ASSOCIATED PRESS

RAYAK, Lebanon — Israeli airstrikes on eastern Lebanon have killed eight members of the militant Hezbollah group, including several local officials, two officials with the group said Saturday.

The Lebanese Health Ministry put the death toll at 10, but did not distinguish between militants and civilians.

The Hezbollah officials told The Associated Press that the eight militants were killed in strikes near the village of Rayak in northeast Lebanon late Friday. They spoke on condition of anonymity because they were not authorized to speak to the media about such details.

An Associated Press team that visited the scene of the strike Saturday morning saw that the top floor of a three-story building was knocked out.

The Israeli military said Saturday that several members of Hezbollah's missile unit, in three different command centers in the Baalbek area in Lebanon, were "eliminated."

The Israeli army added that the Hezbollah members killed were identified "as operating to accelerate readiness and force build-up processes, while planning fire attacks toward Israel."

One of the Hezbollah officials said that three of the dead were local commanders and identified them as Ali al-Moussawi, Mohammed al-Moussawi and Hussein Yaghi.

Yaghi was the son of prominent Hezbollah official and one of its founders, Mohammed Yaghi, who died in 2023. Mohammed Yaghi was also a close aide to late Hezbollah leader Hassan Nasrallah who was killed in an Israeli airstrike in September 2024.

Lebanon's Health Ministry said Saturday that Israeli strikes on eastern Lebanon killed 10 people and wounded 24, including three children.

Ali Abdullah, executive director of Rayak Hospital, told the AP that the strike occurred after sunset, adding that they have received 10 bodies and 21 wounded. He added that the dead included two non-Lebanese — a Syrian man and an Ethiopian woman. The wounded included five Syrians and three Ethiopians.

Ethiopians often come to Lebanon as migrant domestic workers.

A funeral was held Saturday afternoon in the eastern village of Nabi Chit for two Hezbollah members who were killed in the strikes.

After the Oct. 7, 2023, Hamas-led attack on Israel triggered war in Gaza, Hezbollah began firing rockets from Lebanon into Israel in support of Hamas and the Palestinians.

Israel responded with airstrikes and shelling. The low-level conflict escalated into full-scale war in September 2024, later reined in but not fully stopped by a U.S.-brokered ceasefire two months later.

Since then, Israel has accused Hezbollah of trying to rebuild and has carried out near-daily strikes in Lebanon that it says target Hezbollah militants and facilities.

People gather near a building destroyed in an Israeli strike in the village of Bednayel in eastern Lebanon, Saturday, Feb. 21, 2026. **BILAL HUSSEIN - THE ASSOCIATED PRESS**

Hezbollah has claimed one strike against Israel since the ceasefire.

The death toll from Friday's strikes was unusually high and comes at a moment of intensified tensions in the region as the United States has threatened to strike Iran — a backer of both Hezbollah and Hamas — if negotiations over Tehran's nuclear program fail to produce a deal.

Mroue reported from Beirut.

NOTICE OF PUBLIC HEARING
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY & PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, February 23, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, March 9, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Oak Boulevard (Greenwood to N Old Woodward): 692 Oak Ave, 680 Oak Ave, 670 Oak Ave, 640 Oak Ave, 608 Oak Ave, 556 Oak Ave, 520 Oak Ave, 450 Oak Ave, 533 Oak Ave, 511 Oak Ave, 607 Oak Ave, 615 Oak Ave, 635 Oak Ave, 651 Oka Ave, 667 Oak Ave, 679 Oak Ave, 850 Greenwood Blvd, 969 Woodland St, 885 N Old Woodward Lakeside Drive (Oak to Randall): 890 Lakeside Dr, 840 Lakeside Dr, 790 Lakeside Dr, 774 Lakeside Dr, 752 Lakeside Dr, 726 Lakeside Dr, 700 Lakeside Dr, 660 Lakeside Dr, 640 Lakeside Dr, 620 Lakeside Dr, 592 Lakeside Dr, 568 Lakeside Dr, 532 Lakeside Dr, 490 Lakeside Dr, 470 Lakeside Dr, 440 Lakeside Dr, 430 Lakeside Dr, 412 Lakeside Dr, 932 Lakeside Dr, 790 Lakeside Dr, 350 Lakeside Dr, 320 Lakeside Dr Glenhurst Drive (Oak to Pine): 515 N Glenhurst Dr, 535 N Glenhurst Dr, 559 N Glenhurst Dr, 587 N Glenhurst Dr, 617 N Glenhurst Dr, 639 N Glenhurst Dr, 655 N Glenhurst Dr, 693 N Glenhurst Dr, 717 N Glenhurst Dr, 755 N Glenhurst Dr, 781 N Glenhurst Dr, 825 N Glenhurst Dr, 871 N Glenhurst Dr, 520 N Glenhurst Dr, 534 N Glenhurst Dr, 550 N Glenhurst Dr, 584 N Glenhurst Dr, 612 N Glenhurst Dr, 634 N Glenhurst Dr, 650 N Glenhurst Dr, 690 N Glenhurst Dr, 736 N Glenhurst Dr, 770 N Glenhurst Dr, 19-26-328-001 Northlawn Boulevard (Gold Course to Southfield): 1300 Northlawn Blvd, 1330 Northlawn Blvd, 1360 Northlawn Blvd, 1390 Northlawn Blvd, 1395 Northlawn Blvd, 1385 Northlawn Blvd, 1371 Northlawn Blvd, 1355 Northlawn Blvd, 1323 Northlawn Blvd, 1301 Northlawn Blvd, 1231 Northlawn Blvd, 1225 Northlawn Blvd, 1187 Northlawn Blvd, 1155 Northlawn Blvd, 1121 Northlawn Blvd, 1083 Northlawn Blvd, 1061 Northlawn Blvd, 1049 Northlawn Blvd, 1005 Northlawn Blvd, 979 Northlawn Blvd, 995 Northlawn Blvd, 1400 Southfield Rd, 1308 Southfield Rd, 956 Northlawn Blvd, 972 Northlawn Blvd, 988 Northlawn Blvd, 1000 Northlawn Blvd, 1034 Northlawn Blvd, 1052 Northlawn Blvd, 1076 Northlawn Blvd, 1098 Northlawn Blvd, 1112 Northlawn Blvd, 1132 Northlawn Blvd, 1393 Latham Rd
Nature of Improvement:	This work will include routine cape seal treatment along unimproved roadways.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248)530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 2/8/2026 & 2/22/2026
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

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: 655 079 760**

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.
All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

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NOTICE OF PUBLIC HEARING
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY & PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, February 23, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, March 9, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Park Street, Brookside Avenue and Ravine Road; below are the assessed parcels: • 547 Park St • 564 Brookside Ave • 552 Brookside Ave • 544 Brookside Ave • 243 Ravine Rd
Nature of Improvement:	This work will include the installation of new staircases as part of replacing the existing retaining wall along Ravine Road, Brookside Avenue, and Park Street.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248)530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 2/8/2026 & 2/22/2026
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NOTICE OF PUBLIC HEARING
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY & PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, March 9, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, March 23, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Bird Avenue; below are the assessed addresses: 668 Bird Ave, 684 Bird Ave, 695 Bird Ave, 711 Bird Ave, 716 Bird Ave, 730 Bird Ave, 747 Bird Ave 891 Bird Ave, 900 Bird Ave, 907 Bird Ave, 954 Bird Ave, 955 Bird Ave, 976 Bird Ave 990 Bird Ave, 993 Bird Ave, 1016 Bird Ave, 1038 Bird Ave, 1063 Bird Ave, 1087 Bird Ave
Nature of Improvement:	The project includes the replacement of the water main, sewer, and the streets will receive concrete curb, gutter and new concrete road.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248)530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 2/22/2026 & 3/8/2026
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

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: 655 079 760**

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BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project

Hearing of Necessity for Sewer and Water Laterals Special Assessment District (SAD)

Engineering Department

Date: March 9, 2026

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

➢Overview

- Limits of Bird Avenue from Grant Street to Cummings Avenue.
- Project includes:
  - New water main
  - Sewer improvements
  - New concrete pavement
- Special Assessment District (SAD) for Sewer and Water Laterals to be paid by the property owner at one hundred percent of the costs.

BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

➢General Construction Information: Water

Water Main Size:

- Existing Water: 4” cast iron pipe, installed 1921
- Proposed Water: 8” ductile iron

Concerns:

- Nearly 100 years old
- Existing water main is 4”
- Has experienced water main breaks.

BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

Existing 4” Water Main on Bird Phase 1A, Installed 1931

BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

➢General Construction Information:

Existing Sewer:

- Existing Sewer: 8”-15” concrete, installed 1960-1970
- Proposed Sewer: 15” Storm sewer and 8”-15” Combined Sewer
- Some segments of existing sewer to be lined

Concerns:

- Sections of the sewer are in need of open cut replacement due to the condition of the pipe and not being a candidate for sewer lining
- Existing catch basins are in poor condition and need replacement
- Proposed storm sewer improvements will create a separated storm system on these streets

BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

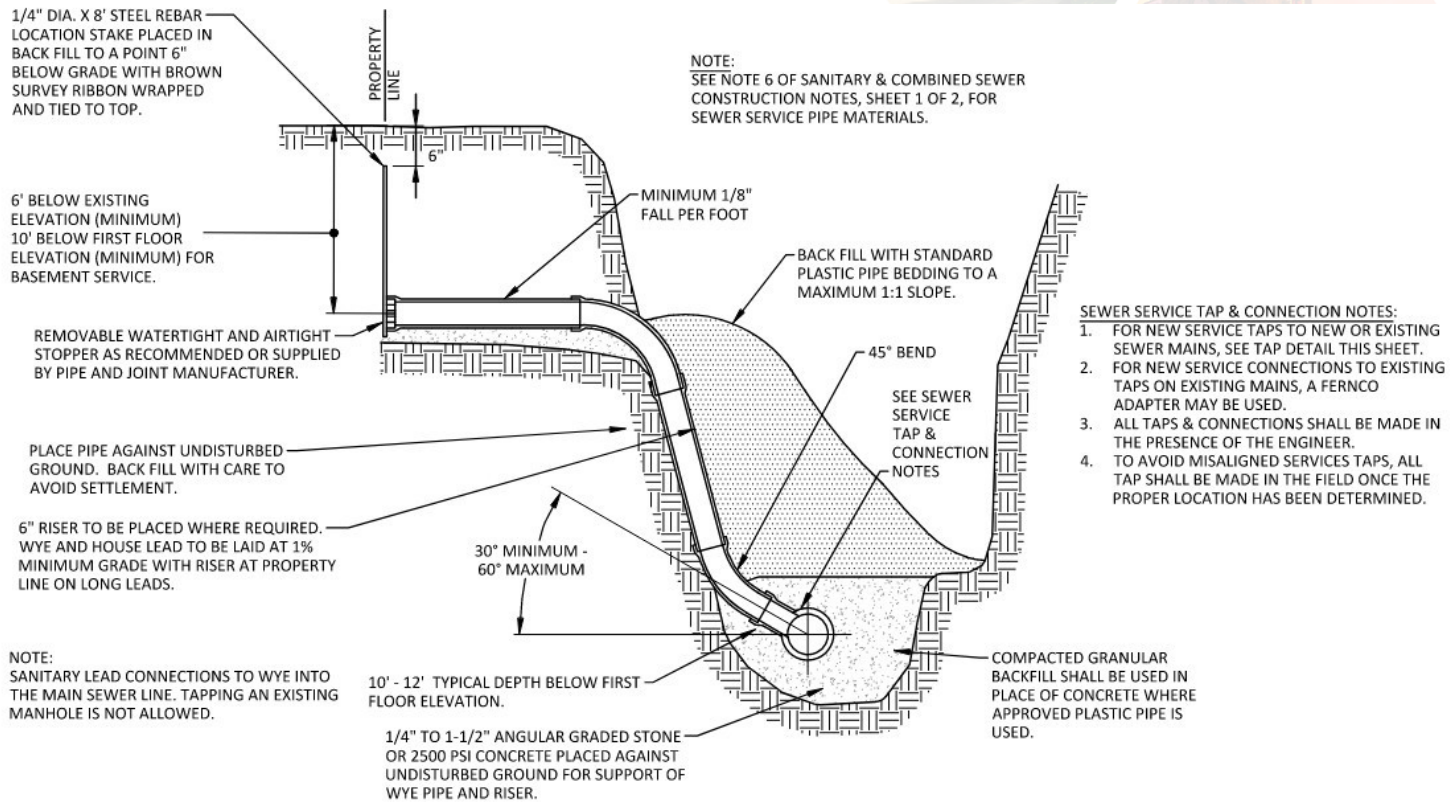
BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

- City policy: To protect the public investment in capital improvement projects in public roadways
  - Water Laterals:
    - Replace all water services that are 60 years of age or older, are less than one inch in diameter, or are constructed of an unsuitable material.
    - All unsuitable water services will be replaced with a new 1” diameter service, or be replaced to match the existing diameter if greater than 1”
  - Sewer Laterals:
    - Replace all sewer laterals that are 50 years of age or older, are less than 6” in diameter, or are constructed of unsuitable material.
    - All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC.

BIRMINGHAM
A WALKABLE CITY

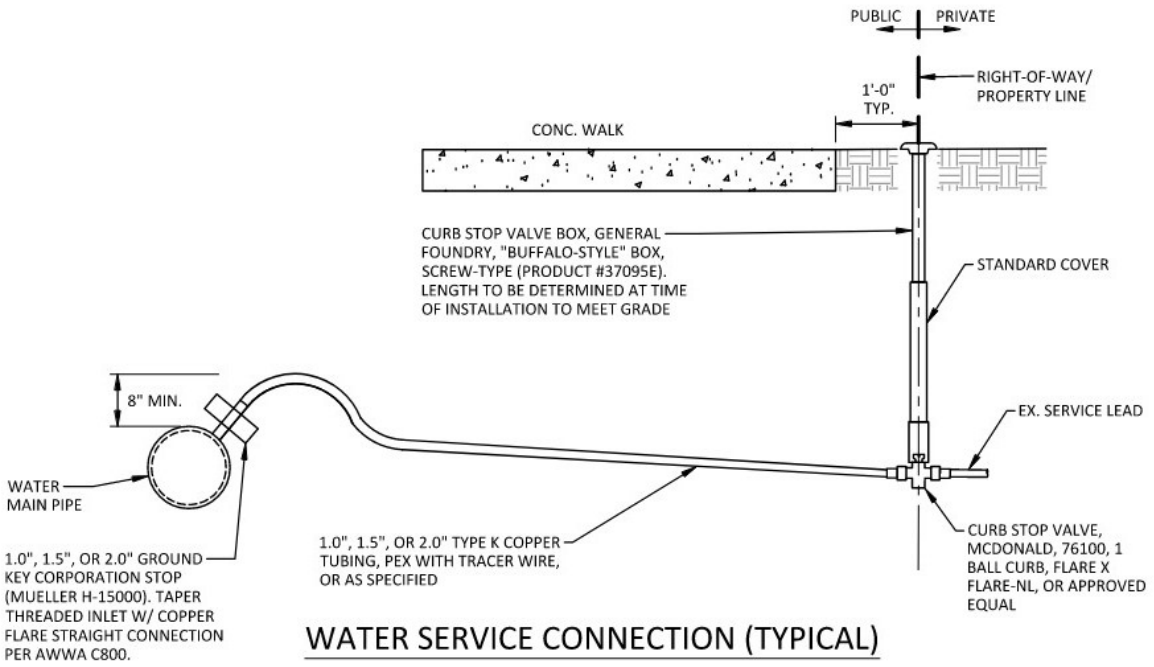
Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District



TYPICAL HOUSE LEAD DETAIL

BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District



WATER SERVICE CONNECTION (TYPICAL)

BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

- SAD:
  - Water Lateral: 100% cost to the property owner
  - Sewer Lateral : 100% cost to the property owner
  - Cost: Property owners may pay in full or over a 5-year period with interest. The interest rate will be confirmed at the Confirmation of Roll.

BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

- SAD:
  - Received Bids for Project on February 12, 2026
  - Water:
    - $53.00 per lineal foot for 1” diameter water service
  - Sewer:
    - $112.00 per lineal foot for 6” sewer pipe

BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

Limits of Project

Properties within Water Lateral SAD

Properties within Sewer Lateral SAD

Properties within Sewer and Water Lateral SAD

Sewer and Water Lateral SAD Project Limits

BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

Sewer and Water Lateral SAD Project Limits

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Bird Phase 1B Project
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BIRMINGHAM
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Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

➢PROPERTIES LOCATED IN WATER AND SEWER LATERAL SAD:

Sidwell Number	Street Address
1936482004	668 Bird Ave
1936482005	684 Bird Ave
1936480030	695 Bird Ave
1936480031	711 Bird Ave
1936482006	716 Bird Ave
1936482007	730 Bird Ave
1936480067	747 Bird Ave
1936480038	891 Bird Ave
1936482048	900 Bird Ave
1936480039	907 Bird Ave

Sidwell Number	Street Address
1936482016	954 Bird Ave
1936480063	955 Bird Ave
1936482017	976 Bird Ave
1936482018	990 Bird Ave
1936480043	993 Bird Ave
1936482019	1016 Bird Ave
1936482020	1038 Bird Ave
1936480046	1063 Bird Ave
1936480047	1087 Bird Ave

BIRMINGHAM
A WALKABLE CITY

Bird Phase 1B Project
Sewer and Water Lateral Special Assessment District

➢Summary

- The Engineering Department recommends that the City Commission declare necessity and approve the SAD for Bird Phase 1B Project for sewer and water laterals.
- Should the Commission approve the SAD, a public hearing for Confirmation of the Roll will be held on March 23, 2026.

BIRMINGHAM
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MEMORANDUM

Department of Public Services

DATE: March 9, 2026

TO: Jana Ecker, City Manager

FROM: Carrie Laird, Parks and Recreation Manager
Brad McNab, Parks and Recreation Assistant Manager

SUBJECT: Pembroke Park Playground Improvements

INTRODUCTION:

The Department of Public Services (DPS), Parks and Recreation Division, is advancing the City's Playground Improvements Program with the proposed redesign and replacement of the playground at Pembroke Park. This project is intended to enhance safety, accessibility, and overall play value while supporting inclusive and multigenerational recreation opportunities.

Pembroke Park has been identified as a priority location due to its high level of neighborhood use and its importance as a community gathering space.

Through the MITN/BidNet procurement process, the City has secured a multi-year professional services contract with Penchura, LLC to provide playground design services. Penchura has prepared a proposed concept design for Pembroke Park that reflects community input and aligns with the City's Parks and Recreation Master Plan.

BACKGROUND:

As part of the Playground Improvements Program, DPS conducted a public engagement process to inform the planning and design of the Pembroke Park playground and to gather feedback from residents and park users. Outreach included communication through City platforms, social media, and coordination with neighborhood associations. A public input opportunity was provided at the December 2, 2025 (Agenda/Minutes) Parks and Recreation Board meeting, where residents were able to share feedback directly with Parks and Recreation Board members and City staff.

In addition, an online survey was made available through Engage Birmingham to collect broader community input regarding playground preferences, accessibility features, and desired amenities. Feedback gathered through these engagement efforts was incorporated into the proposed playground design to ensure it reflects neighborhood priorities, supports inclusive and intergenerational play, and aligns with the City's long-term Parks and Recreation goals.

The proposed concept was reviewed at the February 3, 2026 Parks and Recreation Board

meeting (Agenda/Minutes not yet available). The Parks and Recreation Board made a motion to approve the Pembroke Park concept plan and forward to the City Commission for consideration.

LEGAL REVIEW:
The City Attorney previously conducted a review of the professional services contract with Penchura, LLC.

FISCAL IMPACT:
The 2025-2026 approved budget for the Pembroke Park Playground Improvements totals $630,000. Current cost estimates total $665,936.49. To proceed with the purchase, an estimated budget amendment in the amount of $35,936.49 is required.

SUSTAINABILITY:
The proposed playground design incorporates equipment manufactured by Landscape Structures, which offers comprehensive warranties that support long-term durability and reduced lifecycle replacement costs. Landscape Structures is International Organization for Standardization (ISO) certified and meets recognized quality and environmental standards.

The equipment meets or exceeds standards established by:

- International Play Equipment Manufacturers Association (IPEMA)
- Consumer Product Safety Commission (CPSC)
- ASTM International
- Canadian Standards Association (CSA)
- European Committee for Standardization (ECS)

The design also incorporates sustainable considerations, including drainage improvements, shade structures, native tree integration, and the use of recycled materials where feasible. These elements collectively contribute to a durable, environmentally responsible, and low-maintenance playground.

DESIGN CONSIDERATIONS:
The proposed Pembroke Park playground is designed to be inclusive and accessible for users of all ages and abilities. A continuous poured-in-place (PIP) safety surface is proposed throughout the majority of the play area to facilitate ease of movement for wheelchairs, strollers, and other mobility devices. The layout includes wheelchair-accessible play components and accessible routes to elevated play elements, providing meaningful play experiences at multiple levels.

Inclusive play features are integrated throughout the design rather than segregated, allowing children and caregivers of all abilities to play together. This approach encourages social interaction, shared experiences, and healthy physical challenges in a welcoming and inclusive environment.

The design also supports multigenerational use, with inclusive swings and an accessible track ride that provides generous space, comfortable seating, and ease of access. These features

allow grandparents and caregivers to actively participate in play alongside children.

The design incorporates areas for passive recreation, including open lawn space for informal activities and strategically placed benches and shaded seating areas. These features ensure Pembroke Park remains a comfortable and welcoming neighborhood space for a wide range of users.

In conjunction with the playground installation, additional park improvements are planned to enhance overall accessibility, safety, and long-term functionality. These improvements have been budgeted separately from the playground project and include:

- New or improved walking paths to strengthen circulation and connectivity throughout the park
- Targeted drainage improvements to address existing stormwater concerns
- Construction of a concrete pad to accommodate a temporary restroom unit during events or peak use periods
- Resurfacing of the existing basketball court to improve playability, safety, and durability.

Completing these improvements concurrently allows for a coordinated approach that minimizes disruption and ensures a cohesive, well-functioning park environment.

PUBLIC COMMUNICATIONS:
City staff, in coordination with Penchura, LLC, solicited public input from nearby residents, park users, and other stakeholders through surveys and public engagement opportunities. Feedback collected through this process informed the proposed design and will continue to guide refinements as the project advances. The goal of the public engagement process is to ensure the final playground design reflects community needs, supports inclusive and intergenerational play, and reinforces Pembroke Park's role as a neighborhood asset.

SUMMARY:
The proposed Pembroke Park playground improvements project represents the next phase of the City's Citywide Playground Improvements Program. The project prioritizes safety, accessibility, inclusive play, and sustainability while incorporating community input and aligning with the City's Parks and Recreation Master Plan.

In addition to the playground, the project includes complementary park improvements identified through staff analysis and community feedback. These improvements are budgeted separate from the playground project, and include new walking paths to enhance accessibility, targeted drainage improvements to address existing stormwater issues, construction of a concrete pad to support a temporary restroom, and resurfacing of the existing basketball court to improve safety, durability, and playability.

Funding for the project is included in the 2025–2026 Parks System Construction Fund, with final budget approved by the City Commission. Upon completion, the new playground will enhance Pembroke Park's role as a neighborhood gathering space and provide high-quality recreational opportunities for residents of all ages and abilities.

ATTACHMENTS:

1. Pembroke_Survey_Responses_Report
2. Pembroke Site Concept Plan, Playground Layout, and 3D Renderings
3. Cost Estimates

SUGGESTED COMMISSION ACTION:

Make a motion to approve the playground layout design for Pembroke Park and purchase of equipment through Landscape Structures, Inc with Sourcewell cooperative purchase pricing in the amount of $222,554.94, and the installation of the playground equipment, shade structure, and site amenities by Penchura, LLC in the amount of $443,381.55 for a total purchase price of $665,936.49.

In addition, to appropriate and amend the 2025-2026 budget as follows:

Park System Construction Fund		
Revenues		
Draw from Fund balance	408.0-000.000-400.0000	$35,936.49
Expenditures		
Land Improvements	408.2-901.751-979.0000	$35,936.49

Pembroke Park Playground Survey

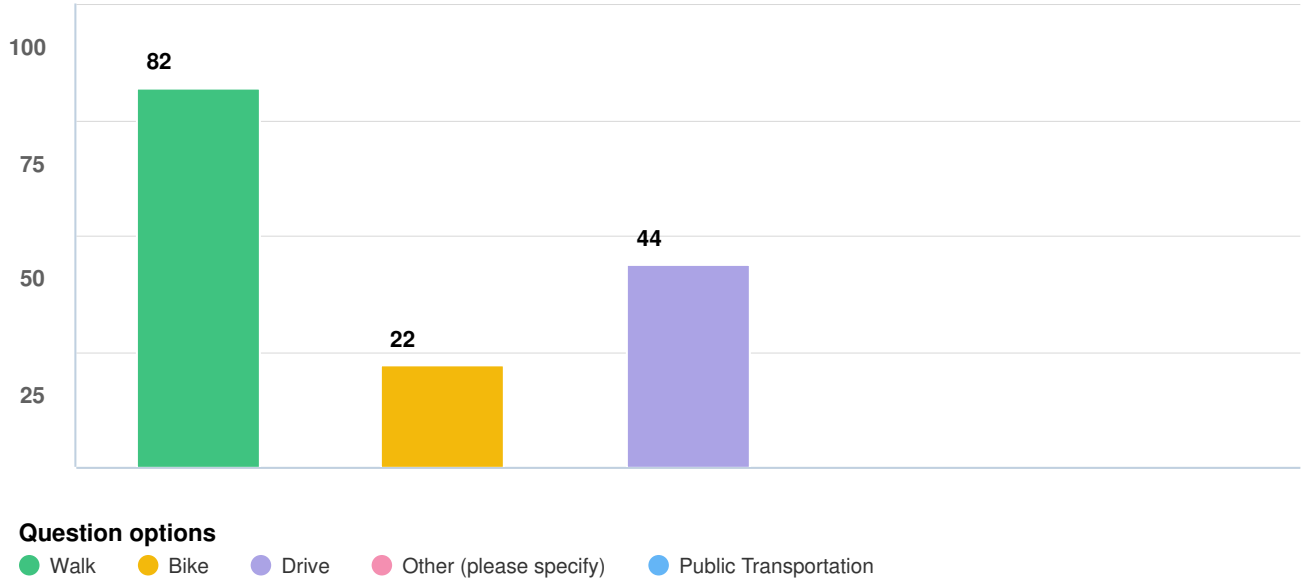
SURVEY RESPONSE REPORT
29 April 2021 - 04 January 2026

PROJECT NAME:
Pembroke Park Playground Improvements

GRANICUS

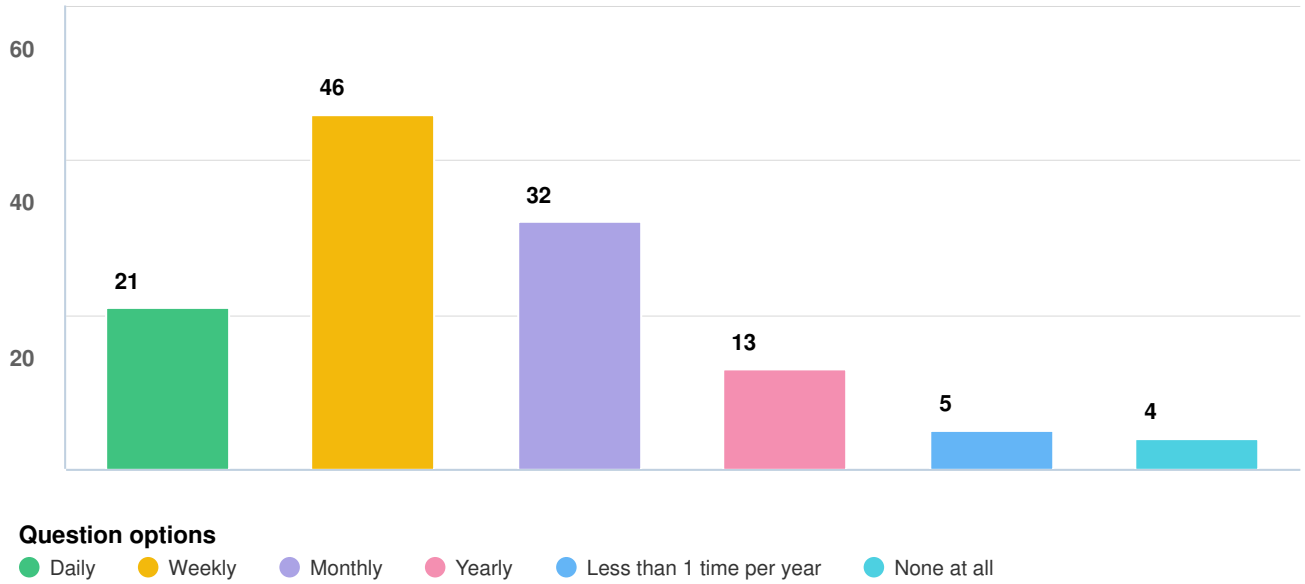
SURVEY QUESTIONS

Q1 How do you typically travel to Pembroke Park Playground?



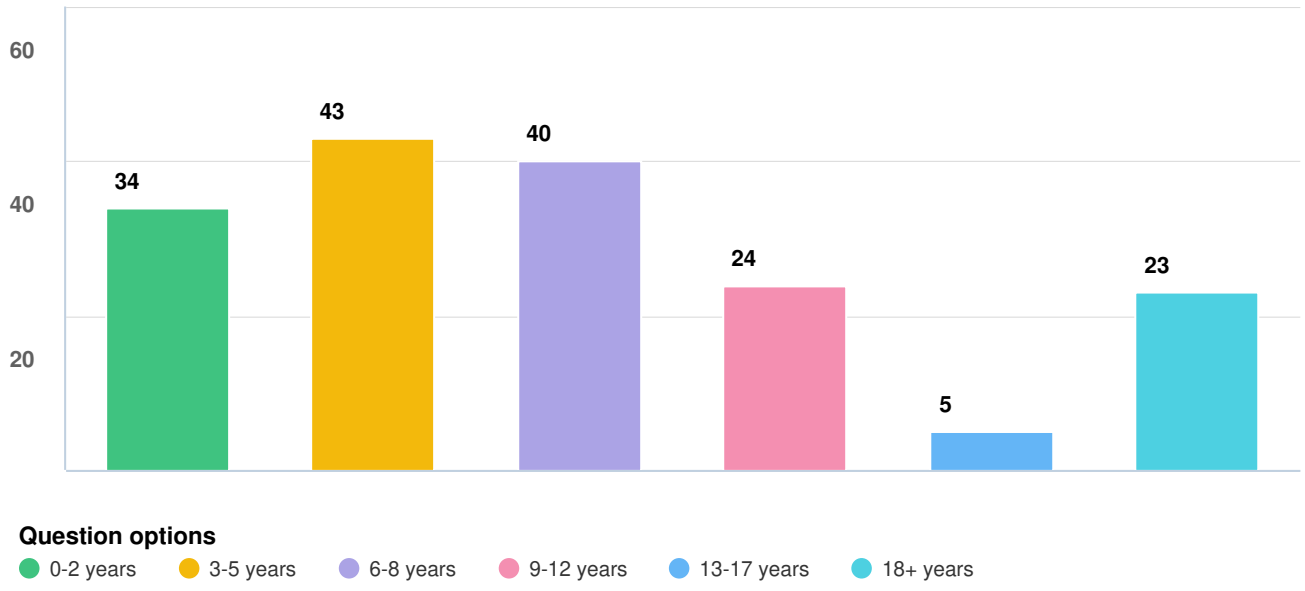
Optional question (111 response(s), 2 skipped)
Question type: Checkbox Question

Q2 How often do you visit Pembroke Park Playground?



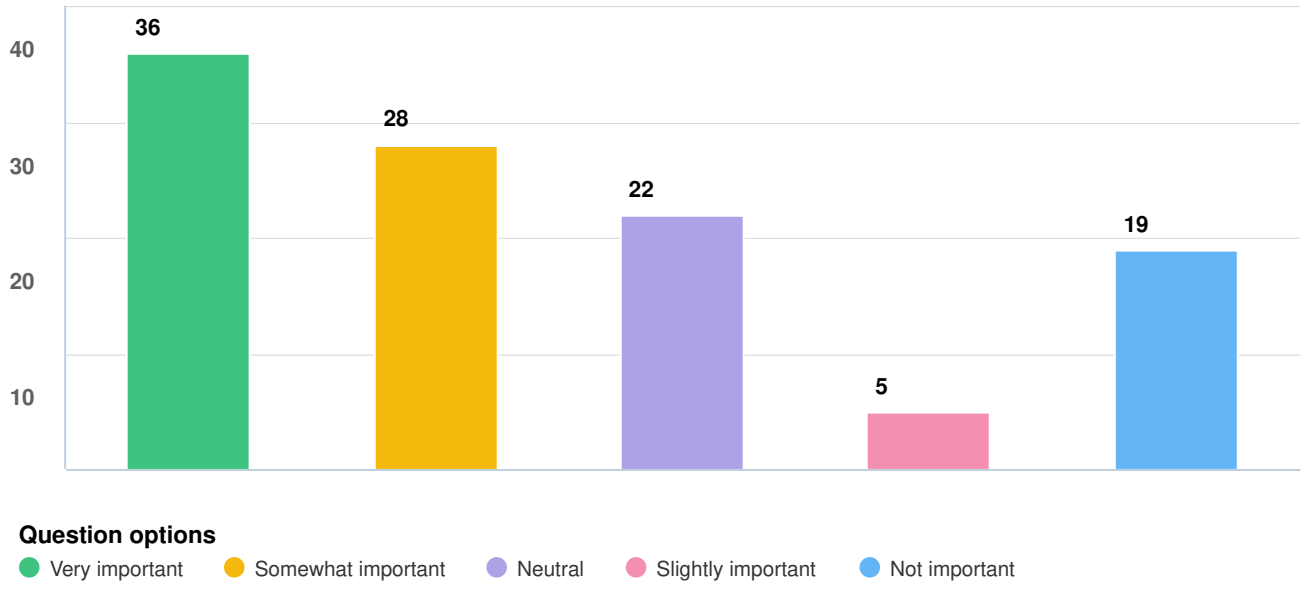
Optional question (111 response(s), 2 skipped)
Question type: Checkbox Question

Q3 What is the age of the playground user in your household, or if you're visiting without a household member, the age of the ...



Optional question (107 response(s), 6 skipped)
Question type: Checkbox Question

Q4 How important is accessibility to you when using the park (e.g., rubberized surfacing for wheelchair access, sidewalks, res...



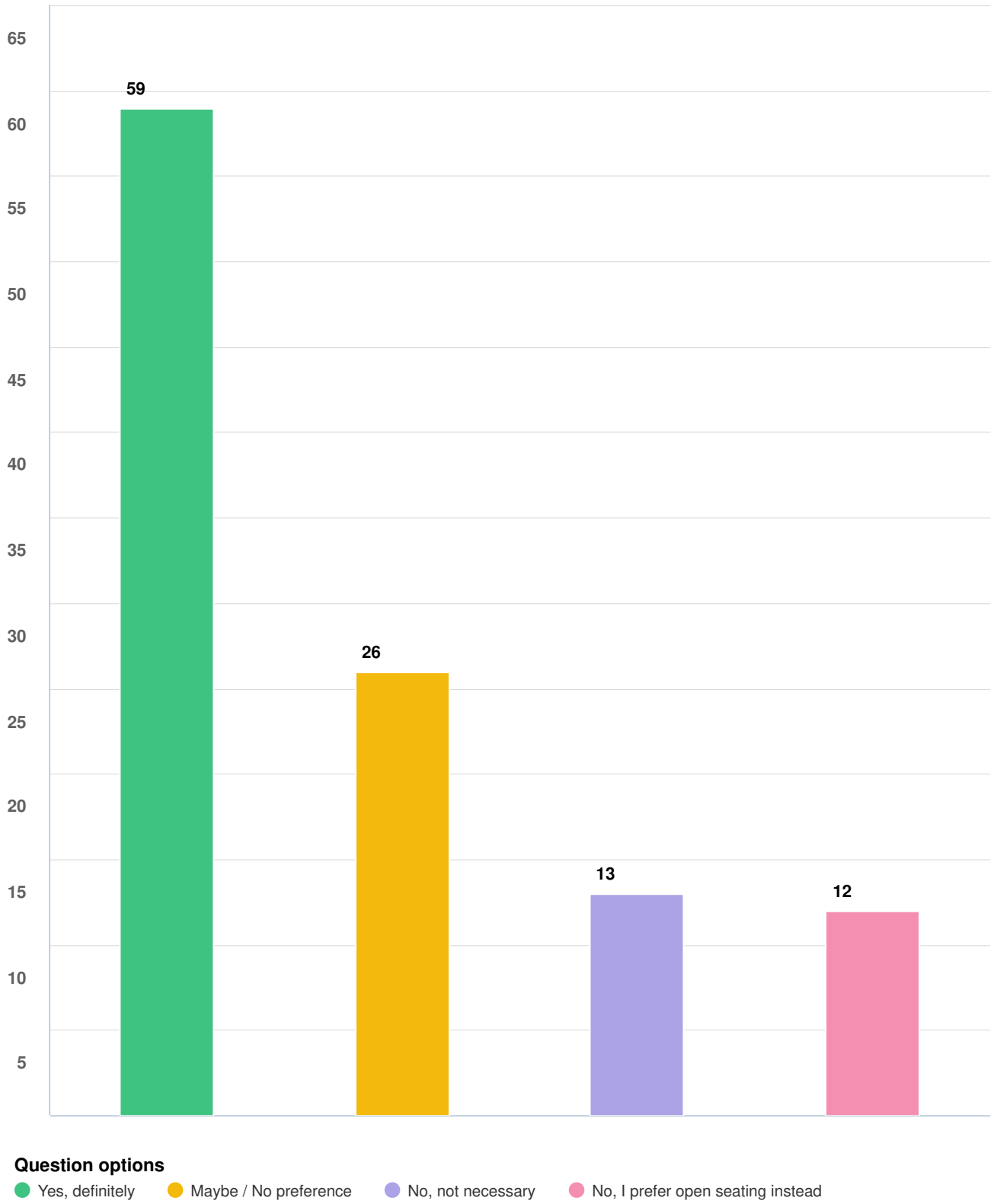
Optional question (110 response(s), 3 skipped)
Question type: Checkbox Question

Q5 Please rank the features you would most like to see included in the new playground from highest to lowest interest. With # ...

OPTIONS	AVG. RANK
Swings	3.49
Slides	4.18
Adventure play structures (rope towers, net bridges, obstacle courses)	4.25
Climbing elements	4.61
Nature-based play elements (logs, climbing boulders, tunnels)	5.44
Shaded seating nooks with benches or porch swings	6.27
Monkey bars	6.90
Sandboxes	7.65
Spinners/Bouncers	8.05
Sensory gardens (native plants, textures, scents, pollinator beds)	8.12
Inclusive playground equipment (adaptive swings, wheelchair-accessible spinners)	8.29
Musical play instruments (drums, chimes, xylophones)	8.82

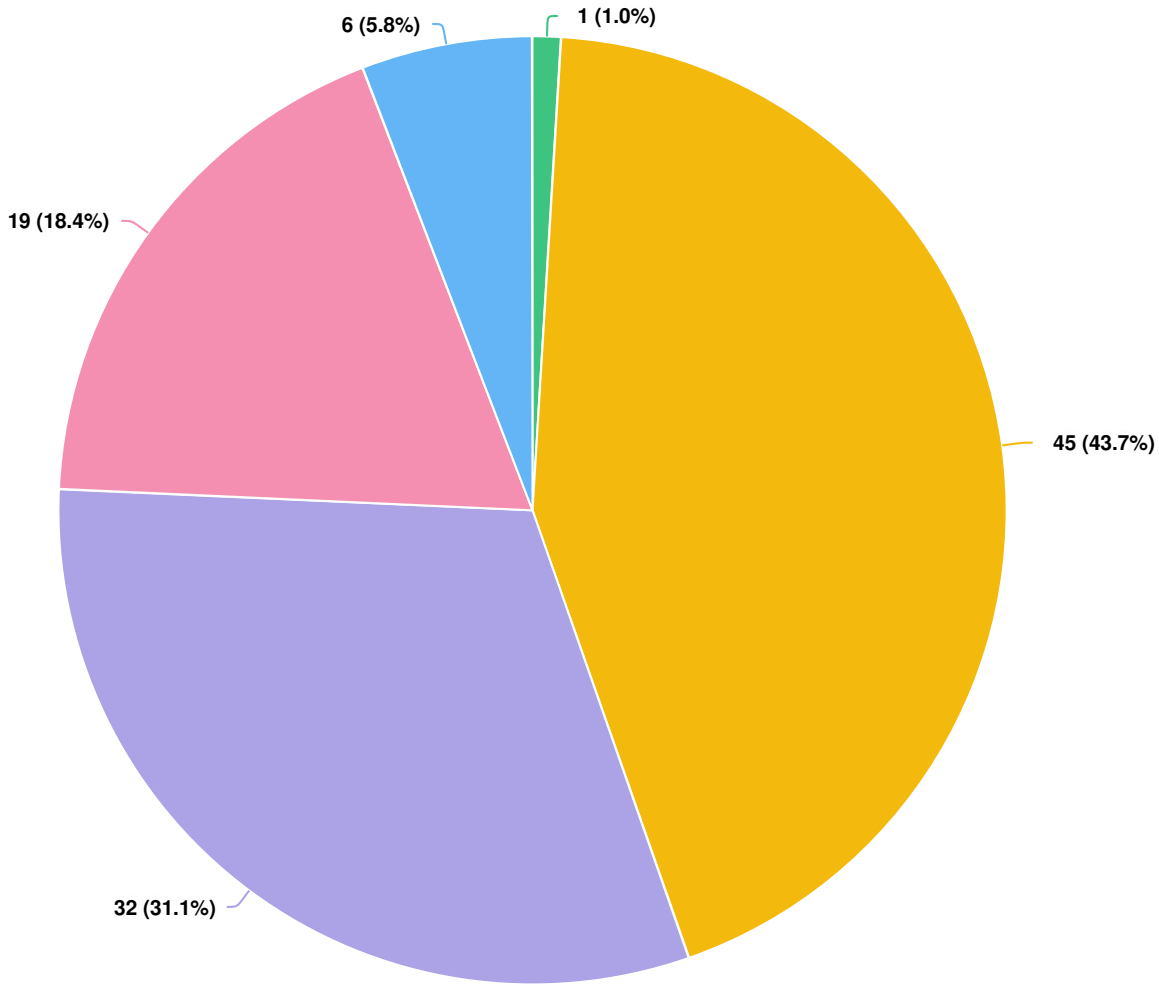
Optional question (106 response(s), 7 skipped)
Question type: Ranking Question

Q6 Would you like to see a shaded structure/picnic area added to the Pembroke Park Playground?



Optional question (110 response(s), 3 skipped)
Question type: Checkbox Question

Q7 Based on your review of concept 1 and concept 2, which concept option do you prefer?



Question options

Other (please specify) Concept 1 in burgundy Concept 1 in blue Concept 2 None of the above

Optional question (103 response(s), 10 skipped)
Question type: Dropdown Question

Q8 Is there anything you feel is missing from these concepts?

Kfrei1
12/05/2025 09:28 AM

Please keep the existing sandboxes, these are well used and loved. As well as all the mature trees that provide existing natural shade during the hot summer. We also need more swings. From the concepts it is unclear what this is replacing. But two swings is not enough for how crowded this park gets and no baby swings. Keep the long bank of kid and baby swings that are existing. Can we get a tandem parent/baby swing like they have at beach road park in Troy? We also need a walkway into the park for strollers and stroller parking. There is no where to stash stroller, wagons, bikes, etc. there is a very small pad and one bench near the northwest corner. Provide extra bike racks. Please add a sidewalk down the north and south sides of the park so you can do a walking loop of the park, currently it's very limited. Would be nice to walk with the baby around and watch the older kids play at the same time. Also could use bathrooms. More than just the lonely port o potty near the soccer field. Maybe a second one? Or permanent duo. And to be honest all these parks are becoming more and more climbing structures and these are hard to do for some kids. The ropes are very unsteady. Can we get something like beach road park or Adam's park that's more solid less dangly ropes?

kobrien18
12/05/2025 09:29 AM

It would be nice if Concept 2 had a swinging set; Neither concept seems to include any sort of spring riders or teeter-totter elements which might be nice.

Nina Bernardi
12/06/2025 04:05 AM

A larger play space similar to what exists for younger and older kids. Two separate spaces.. There are not nearly enough swings in either of these plans.

cwojew
12/08/2025 07:44 AM

There needs to be more swings in both concepts. At least 4 big swings and 4 baby swings. The basketball court should be completely redone and made into a full court with two nets - kids are always playing basketball there and a better court would be great. Sullivan Park in Royal Oak has a circular swing (NOT a tire swing) that all the kids love, that would be a good addition.

Trina0522
12/08/2025 09:13 AM

If possible, maybe add the playhouse to concept 1 for younger children. Also maybe adding a restroom area.

Halliecurran1 12/08/2025 04:35 PM	Toilets
Maple 12/08/2025 04:36 PM	Toilets Drinking fountains not from the 1920s.
Corinnefoote 12/08/2025 04:38 PM	Fenced in play area would be nice
AnnaWhittier 12/08/2025 04:49 PM	Sandboxes are missing. If you go to Pembroke Park on a regular basis. Every single child at the park plays in the sandbox for at least half their time at the park.
debimarques 12/08/2025 05:46 PM	Concept 1 is super nice. Concept 2 reminds me of the new Adams playground, which is too close to pembroke to be so similar.
HR 12/08/2025 06:00 PM	Benches
dancerkdgood 12/08/2025 06:36 PM	We liked the colors of 2 but play equipment on 1. Also we liked the shades on part of 2, it’s nice to have shade on hot days. Favorite equipment is zip lines and different cool swings.
Mellos4 12/08/2025 06:45 PM	No
Spartymom68 12/08/2025 06:45 PM	Seating
Jaimezavier 12/08/2025 11:07 PM	NA
Ebwelch 12/09/2025 05:55 AM	Please try to keep as many trees as possible. We love the natural shade.
Korrie926 12/09/2025 06:28 AM	I enjoy a smaller play area for smaller kids. Bigger area for bigger kids.
Lizmkauf 12/09/2025 12:03 PM	The park is used by babies and their care givers . Infant swings are a must . The concept of all equipment together is not a positive concept

for this park .

Pembroke Resident
12/09/2025 06:35 PM

Spread out the structures give kids space to explore.

Michael Dery
12/09/2025 06:43 PM

Was between Concept 1 and None of the above…we are missing a Sandbox plus it also is missing swings for children and adults. Lastly - why are we making a spacious park feel so small. Part of the charm is the ability to run around.

Emileedecker
12/09/2025 07:10 PM

One concern I have with the current playground design approach is that play structures meant for a wide age range are placed extremely close together. While the intention is to create an inclusive space, it can actually create safety issues and limit the quality of play for everyone involved. Toddlers, young children, and pre-teens have very different developmental needs, abilities, and risk tolerances, and expecting them to safely and effectively use the same set of structures is unrealistic. Younger children may feel overwhelmed or unsafe around bigger, faster, more physically capable kids, while older children often feel restricted when they have to share equipment that is not challenging enough for their age. This overlap can lead to avoidable accidents, frustration for parents, and a diminished experience for all age groups. I strongly encourage the City to look into playground models used in other communities that intentionally separate or “zone” play areas based on developmental stages. A great example is the Tunnel Tops park in San Francisco. Their Outpost Playground features distinct areas that gradually increase in challenge, allowing toddlers, younger children, and older kids to each have play experiences suited to their abilities. Many other neighborhood parks in San Francisco also follow this model, with clear separation between toddler areas, early childhood play structures, and more advanced climbing or adventure elements for older children. This type of design: -Enhances safety by reducing collisions and mismatched play styles -Supports children’s developmental needs more intentionally -Gives older kids opportunities for meaningful, age-appropriate physical challenges -Helps caregivers supervise more effectively -Creates a more inclusive and enjoyable environment for families I believe Birmingham could greatly benefit from adopting a similar approach in future park renovations or new park plans. Thoughtfully zoning playgrounds acknowledges the diverse needs of our community’s children and ensures that all age groups can play confidently, safely, and joyfully

maviolassi
12/09/2025 07:11 PM

Concept 1 needs more regular swings and more slides. Whenever we are at the park, kids congregate to all the slides and swings. Sandbox

needed.

hollyschwan
12/10/2025 05:26 AM

I am hopeful that most if not all of the existing trees will remain. They provide additional shaded areas and a great ambiance in the park.

ryanclarkdoyle
12/10/2025 10:41 AM

More benches for parents. Sandbox.

jingxu.zhan
12/10/2025 11:22 AM

Concept 1 has too less slide, Concept 2 has too many slides. Can we do a fusion? Overall Concept 1 seems cover more age, and the Burgundy color match the environment better.

tdery
12/10/2025 11:43 AM

Concept one, need more swings.

DougA
12/10/2025 03:53 PM

I think you are missing the mark on both concepts. The park is large and expansive for a reason. I realize there is a budget. What this feels like is that you are building the Park around a budget; instead of designing the Park and then creating a budget. If either design is selected I feel that it will be less of a Park and the end to charm of Pembroke Park as we know and love it! I watched (driving by) the building of the Park off Lincoln St. That is a smaller park and seems nice. But, one concept does not fit all. From what I understand, one of the concept goals is address the drainage issue. Condensing the park into an concrete enclosed "basin" filled in with wood chips may solve the drainage issue but forces playground to be smaller. Which is a mistake. Not having the diverse swing sets is a mistake. Keep the same number and type of swing sets Condensing the play area is a mistake Not sure why a shade structure is needed. This is a 90% shaded playground. The structure is not needed Both designs miss the mark! Go back to the drawing board.

Sarahelsea
12/11/2025 06:09 AM

Making it more age inclusive. There’s not great easy access for small kids to climb up.

Fdiem6
12/17/2025 03:52 AM

More swings and a swing that has 4 and spins in a circle. A royal oak park has one and it’s a huge hit for kids! More swings like we have and baby swings. The swings are always full at the park!

MegaJams
12/17/2025 12:41 PM

Yes, more swings. Concept 1 only has 1 regular swings, concept 2 has none.

acorrell 12/17/2025 12:59 PM	Bathroom (probably not feasible) and drinking fountain
mkrajenke 12/17/2025 01:24 PM	Large, shaded area for pregnant mothers or the elderly to sit in the shade to watch children.
annelipp 12/17/2025 02:32 PM	More swings, put the zip line in too!
Madison St 12/17/2025 07:23 PM	Water fountains, permanent tables w/benches.
MaryM 12/19/2025 09:34 AM	more benches and shaded areas for adults / seniors
Janet 12/19/2025 08:30 PM	Concept 2 needs swings. One adaptive swing is not enough. Sandboxes are missing in both concepts. Add baby swings and possibly a small playhouse/stucture for 0-2 age group.
iladomer 12/24/2025 09:19 AM	Outdoor squash court. See Accesscourts. Com
MZ12 12/25/2025 04:35 PM	Gated enclosure
Erin_genesis 12/26/2025 04:56 AM	Can’t view them
me.loveridge 12/28/2025 01:35 PM	I think there should be more swings on Concept 1 for both younger (baby/toddler) kids and older kids. It looks like Concept 2 doesn't even have swings. There are a lot of kids within the Pembroke park area and they always like to swing. Swings are important in any concept. A saucer swing or a spinning stand alone element is also always a hit. So are seesaw elements.
Plaidrick 12/30/2025 01:37 PM	It is both audacious and profoundly insulting to solicit "glow up" feedback from a neighborhood that you have systematically ignored for decades. While the city identifies creative ways to gild the lily in neighborhoods already flush with green space, you continue to collect tax dollars from the only neighborhood in Birmingham that does not

	have a park of its own. Your request for input on "concepts" reveals a staggering lack of awareness regarding the following: Taxation Without Recreation: Residents in this neighborhood pay the same premium property taxes as those in Quarton Lake, Poppleton Park, or Pembroke. Yet, year after year, our tax dollars are diverted to "upgrade" existing amenities for others while we are left with zero municipal footprint in our own backyard. The Irony of a "Glow Up": To propose aesthetic enhancements for neighborhoods that already have 10s, while our neighborhood sits at a 0, is the definition of fiscal and civic negligence. A "glow up" is a luxury; basic neighborhood access to a park is a fundamental service that this city is failing to provide. Systemic Exclusion: This is not an oversight; it is a choice. By focusing on the "polishing" of existing parks rather than the acquisition of land or the development of green space in the city's only "park desert," you are codifying a tiered system of residency. Our feedback is simple: Cease the performative surveys regarding bench styles and playground color palettes for the "haves" until you have a concrete, funded plan to provide a park for the "have-nots." Stop asking us how you should decorate other people's backyards with our money. Until this neighborhood is represented on the city's park map, any "glow up" initiative is nothing more than a monument to the city's departmental favoritism and lack of vision.
Parsimon3 12/30/2025 01:50 PM	Benches and seating for caregivers and places for strollers
Sarah V 12/30/2025 01:58 PM	Shaded elements
stephanie.tong 12/30/2025 03:36 PM	I hope the trees stay! They are not a part of the concept drawings. If the trees need to be removed to produce either concept, I'd vote to keep our existing play areas AND our trees. The current play structures are just fine and should not be taken out if the trees need to be sacrificed to do so
DJO 12/30/2025 03:43 PM	Noted only 2 benches. Parents would like to sit while watching their children play.
avhughes1 12/30/2025 04:03 PM	Shade and benches for adults in a few different spots. As a mother of 4 and a grandmother of 8 I have found there are never places to sit in the shade.
Onedogmama	More trees and nature. What I love about this park is the variety of

12/30/2025 04:03 PM	different areas and the big trees.
Margaret Murray 12/30/2025 05:21 PM	Nature-based elements and adventure elements have a much longer shelf life than traditional playground structures because they are open ended and appeal to older children as well.
KimberleyCrew 12/30/2025 06:51 PM	Shaded area should have full view of playground without blindspots.
ND 12/30/2025 07:20 PM	We like the fun elements like the little house in concept 2. More stuff like that would be fun, bring in some natural elements would be really nice.
Pemfam 12/30/2025 07:35 PM	A cool place for tweens to hang bc they still want to be at the playground but just not in a babyish way…maybe hammocks they could lay and read in or a cool tree house element.
LFallert 12/30/2025 08:53 PM	Baby bucket swings, basketball courts
North Eton 12/31/2025 04:45 AM	Trees to shade the area Parking on North Eton for the safety of the children in the play area....speeding on North Eton is a problem
Sdwise57 12/31/2025 05:35 AM	A renewed basketball court
Heidi G. 12/31/2025 06:58 AM	Please plant more trees!
db 12/31/2025 07:15 AM	Water fountain
SDSchutte 12/31/2025 08:50 AM	no
tginnebaugh 12/31/2025 09:57 AM	Shade structures over the kids play areas!! Essential in the summer when the structures become too hot to use Tire swing My kids love the accessible spinner at Innovation Hills

dplipp 12/31/2025 10:00 AM	I appreciate the variety of activities and ages they are geared towards in concept 2. I believe this is a good balance considering the current neighborhood use. However I think the shade structure/picnic area should be scratched in favor of retaining swings on the periphery of the central playground. Add a screen of small arbor vitae behind the musical instruments to absorb some of the sound before it reaches the surrounding neighbors.
spoonscar 12/31/2025 10:34 AM	More shaded/seating areas.
birminghamliver 12/31/2025 12:24 PM	KEEP THE TREES! All the new playgrounds cut down the wildlife, this is not okay. Also, inclusion does not require all the rope items. I've been to the parks with ropes, as a nanny, these are very difficult even for myself. Nature elements are important. The park is also good as of now but would benefit for a few more play spaces and to leave the open field. This is what makes this park so good!
Yaxie 12/31/2025 02:55 PM	Plants and natural landscaping
Bham1 12/31/2025 03:21 PM	More regular swings, unless I missed them? Would love the natural elements mentioned as a choice in the ratings. A small (not large picnic) shaded area(s) with seating would be nice.
Sharon Saad 12/31/2025 10:42 PM	A paved path for riding bikes, walking, running or roller blading around the entire park.
thanthese 1/01/2026 05:32 AM	I don't see much height or older kids.
Alice 1/01/2026 07:06 AM	Yes. Shade on the playground equipment is missing in concept 1. There must be shade over the playground equipment not just the picnic areas. Concept 2 has nice shade over playground areas however seems geared mostly for kids up to 7 or 8 as the slides and all equipment looks low. Most large playscapes we see around the country and internationally have nice sweeping awnings over the play areas and Birmingham lacks far behind in this area. Kids and parents need shade for playground days.
MaryOlah 1/01/2026 07:53 AM	More "traditional " swings including "baby bucket" type swings. Having used this play ground for over 30 years, swings by far have been the

	most highly used parts, for various age groups.
purduemark 1/01/2026 01:19 PM	climbing wall
Renee 1/02/2026 06:37 AM	Monkey bars would be a great addition and more swings. I would like to see the trees remain and not cut them down to build a new structure. Can you work around them?
mdleduc 1/02/2026 08:25 AM	not enough swings!
Dorchester 1/02/2026 01:31 PM	Adult exercise stations. Pull-up bar for adult.
Jessica Heid 1/02/2026 07:40 PM	Both concepts are short on swings. Baby swings were such a fond memory at this park when my kids were little. It would be a shame to lose that. Climbing structures are a must.

Optional question (72 response(s), 41 skipped)
Question type: Essay Question

Q9 Are there any suggestions or comments you would like to share about the future Pembroke Park Playground?

Kfrei1 12/05/2025 09:28 AM	This park gets muddy fast. The main structure with the multiple slides at the northwest corner of the park needs to be elevated and properly drained. There's a good month in April/May when it rains several days in a row and then you can't use the park for a month because it's just so waterlogged. Like to reiterate more sidewalks around the park and into key areas for ease of strollers and so kids can learn to ride their bikes in a safe space.
kobrien18 12/05/2025 09:29 AM	We highly value the trees, shade, and natural integrity of the park. Recognizing that these are concept photos and may not reflect the park beyond the playground elements - it would be preferred that these updates not come at the expense of the trees and natural feel. We would also prefer prioritizing simple and engaging playground elements over pavilions and group seating features.

Nina Bernardi 12/06/2025 04:05 AM	Leaving the trees (that create so much shade) and space to run. Please don’t touch the sandboxes! If anything, make the sandboxes larger! They are a staple at our park. Please leave the ground as grass! People come and picnic with blankets and we don’t need a seating area. The picnic tables are moved as needed and work perfectly! As someone who lives in Pembroke area, I love how natural our park is with the canopy trees and open ground. Frequented daily by my house, I witness kids play in the grassy space, spend hours in the sandboxes, and create adventures on the structures. I thoroughly enjoy that there are two distinct play structures, one focused on little kids, another geared towards more adventurous or older kids. And they are separate spaces (so you don’t have a 12 yr old climbing next to a 2 yr old who is figuring out how to climb). Please take these things into consideration. Pembroke Park is a staple as is.
cwojew 12/08/2025 07:44 AM	I don't think there needs to be a shade canopy unless you plan to take out all the trees that are there - this park is already nearly 100% shaded.
Trina0522 12/08/2025 09:13 AM	Thank you all for working hard to make this possible.
Maple 12/08/2025 04:36 PM	Toilets are important.
CMSO 12/08/2025 04:44 PM	I believe having clean and accessible bathrooms is a must for parents of small children. It will allow parents to enjoy the park for longer without having to rush off if bathroom breaks or other bathroom related needs arise.
AnnaWhittier 12/08/2025 04:49 PM	We are excited.
smcclain 12/08/2025 05:33 PM	An indoor building with a bathroom that would be open at certain times of day/weekends would be amazing! Any type of water feature would be popular in summer!
debimarques 12/08/2025 05:46 PM	I would love if it also had bathrooms. Also would love if a pet area were to be added.
Mellos4 12/08/2025 06:45 PM	We would spend more time at the park with any of these improvements.

Spartymom68 12/08/2025 06:45 PM	Make sure to keep benches around the perimeter of the park, a drinking fountain or two. Plenty of trash receptacles and picnic benches. Maybe build more tennis courts or pickelball courts?
Jaimezavier 12/08/2025 11:07 PM	It would be wonderful to have sidewalk/walking path through the park for strollers
Ebwelch 12/09/2025 05:55 AM	Please keep as many trees as possible, we love the natural shade. The recent Adams park does not have enough shade.
Korrie926 12/09/2025 06:28 AM	Please make friendly for all ages.
Lizmkauf 12/09/2025 12:03 PM	What equipment meets code or could meet code that is already there ? The question needs to be addressed before the park design can be properly answered .
Patrickdery 12/09/2025 06:20 PM	I'd like to keep as much of the existing structures
Pembroke Resident 12/09/2025 06:35 PM	NO BATHROOMS! NO PAVILION! NO UNNATURAL SHADING! More play structures the better.
Michael Dery 12/09/2025 06:43 PM	Pembroke Park is a neighborhood park - it isn't a city park or special use park as outlined in the Birmingham Parks and Rec assessment published in 2023. It doesn't need a bathroom, a pavilion, or shaded area. It is designed to serve the citizens located Pembroke Manor - not visitors or the greater city of Birmingham for that matter.
Emileedecker 12/09/2025 07:10 PM	I do not support adding bathrooms to this park. Because it's meant for neighborhood use, restrooms would draw more non-local traffic and could lead to maintenance issues or unwanted activity. I also don't believe a pavilion is necessary for a small neighborhood park. Larger structures can attract gatherings beyond the park's intended use and may invite noise, litter, or misuse. Finally, I would like more information on the City's long-term maintenance plan and budget. Any added features require ongoing upkeep, and understanding how the City plans to manage this is important for evaluating what is appropriate for the space.

maviolassi
12/09/2025 07:11 PM

I believe people are missing the point of what a “neighborhood park” is. This specific park is to serve this specific neighborhood’s needs first. There should be no shaded area for people to congregate at as there are so many trees anyways that I do not see a need for a shaded area when those trees offer way more than enough shade. I am not a fan of how condensed these structures are. All the kids love running around and I don’t see why we are designing this park around accommodating parents when this park is for kids. Unfortunately, I will miss how spread out the original park is as I think it’s important to not have all the structures so close together when so many kids are using them at once.

ryanclarkdoyle
12/10/2025 10:41 AM

I have lived facing the slide of Pembroke park for 5 years and we appreciate the spread out options all over the park. I hope this is an upgrade to central area but that does not mean the peripheral activity areas go away. We also hope the nature and tree cover will be preserved. The shade and natural elements are as valuable as the actual play structures.

jingxu.zhan
12/10/2025 11:22 AM

Maybe few speed bumps on roads near by the playground make us parents feel safer.

tdery
12/10/2025 11:43 AM

The existing swings, both the baby swings and the larger swings are not in the footprint of the new structure and SHOULD stay. Also the existing structure not in the drawing should also stay, it's great for the kids today.

DougA
12/10/2025 03:53 PM

Match the current layout of Pembroke Park in a new concept drawing.

Aadhami
12/12/2025 06:13 PM

Needs Zipline, tunnels, shaded sandbox, bathroom

Fdiem6
12/17/2025 03:52 AM

More swings with the great design of the new structure. Restrooms especially since soccer games are played there a lot and the shaded area with picnic tables. We have a big beautiful park but the shaded area and restrooms would be a major plus

MegaJams
12/17/2025 12:41 PM

Keep regular swings! Teens and adults also enjoy these

acorrell
12/17/2025 12:59 PM

As a neighbor with grown kids I walk around the park often but don't really use the playground so I can't comment on the correct equipment. Seems like it's mostly younger kids and often siblings of older kids using the park for baseball or soccer. Having something nicer than a port-a-potty would be great and some sort of cover for shade or rain would be helpful. It is used frequently so it would be nice if it was refreshed.

mkrajenke
12/17/2025 01:24 PM

I would like to see ADA compliant equipment and ADA accessible equipment.

annelipp
12/17/2025 02:32 PM

Appreciate the idea of consolidating the play spaces but there is still enough space for the swings and zip line without taking away from the structures. Love the little play house for the 2-5 age set; I think pretend play is so important and often neglected at outdoor facilities.

Madison St
12/17/2025 07:23 PM

The basketball court at Adams Park is very busy all the time with players of all ages. A new basketball court at Pembroke Park would be very popular. Sidewalks around the entire perimeter of the park would be nice.

MJWoolfield
12/18/2025 06:47 AM

A bit off topic but any chance you could look at upgrading the basketball setup at Pembroke Park? There are a lot of older kids who really enjoy this element of the park but it could use an upgrade. Otherwise we love the park and it is a great community facility. Thanks, Mike

Janet
12/19/2025 08:30 PM

We have 8 grandchildren between the ages of 1-6 years old who use this park weekly. The current park is a wonderful mix of activities. The two current play structures are great because toddlers have one area while older kids use the other. The kids love running from one activity to the next. There is a lot of separation between play areas making every activity special and independent of the others. These new concepts aren’t unique, Every school in the area has a playground like these proposed concepts. Including Derby Elementary right down the road. The kids love this park because it is different. The sandboxes and the bouncy animals and big slide will be missed.

Erin_genesis
12/26/2025 04:56 AM

Better shade for parents mor sitting cleaner environment

me.loveridge
12/28/2025 01:35 PM

It feels like the two concepts are aimed at different ages vs. including all. Concept 1 feels like it is aimed for elementary aged children with more difficult climbing structures with ropes to walk between. It has similar items to Pembroke Elementary School. Concept 2 feels aimed for toddler/young preschool aged kids (less climbing, easier play structures, small house, music instruments, no swings). It would be great if the chosen concept could include elements of both so children in both age ranges had elements that would appeal to all ages. Lots of families have households with toddlers and elementary aged kids & it would be nice to have a park that appeals to all. I do like the musical instruments in concept 2.

Jstodd
12/30/2025 01:28 PM

I like how the current park has swings and play areas that are appropriate for younger and older children. I'd like to see that in the future playground. I would love to see a bathroom as opposed to the porta potty that is used in the spring/summer. I also hope the picnic tables stay as my family uses them regularly. I prefer the current grass as opposed to any synthetic materials used for the surface.

Plaidrick
12/30/2025 01:37 PM

It is both audacious and profoundly insulting to solicit "glow up" feedback from a neighborhood that you have systematically ignored for decades. While the city identifies creative ways to gild the lily in neighborhoods already flush with green space, you continue to collect tax dollars from the only neighborhood in Birmingham that does not have a park of its own. Your request for input on "concepts" reveals a staggering lack of awareness regarding the following: Taxation Without Recreation: Residents in this neighborhood pay the same premium property taxes as those in Quarton Lake, Poppleton Park, or Pembroke. Yet, year after year, our tax dollars are diverted to "upgrade" existing amenities for others while we are left with zero municipal footprint in our own backyard. The Irony of a "Glow Up": To propose aesthetic enhancements for neighborhoods that already have 10s, while our neighborhood sits at a 0, is the definition of fiscal and civic negligence. A "glow up" is a luxury; basic neighborhood access to a park is a fundamental service that this city is failing to provide. Systemic Exclusion: This is not an oversight; it is a choice. By focusing on the "polishing" of existing parks rather than the acquisition of land or the development of green space in the city's only "park desert," you are codifying a tiered system of residency. Our feedback is simple: Cease the performative surveys regarding bench styles and playground color palettes for the "haves" until you have a concrete, funded plan to provide a park for the "have-nots." Stop asking us how you should decorate other people's backyards with our money. Until this neighborhood is represented on the city's park map, any "glow up" initiative is nothing more than a monument to the city's departmental favoritism and lack of vision.

Parsimon3 12/30/2025 01:50 PM	Consider the caregivers and make it caregiver friendly. Add a walking path, parks should not be only about the kids and play structures
stephanie.tong 12/30/2025 03:36 PM	Please keep the trees! We've lost so many mature trees in our neighborhood lately—please keep as many as possible. Do not update the park at the expense of trees…
DJO 12/30/2025 03:43 PM	Hopefully there are areas outside the "Play" area with benches so older (seniors can sit and read a book or eat lunch. Shade areas would be nice.
Onedogmama 12/30/2025 04:03 PM	What about Kenning park? It needs attention. This park is also a short walk from Pembroke school playground.
Margaret Murray 12/30/2025 05:21 PM	Water management in the spring is a major issue, as muddy puddles and soaked grass is common,
KimberleyCrew 12/30/2025 06:51 PM	Enough seating at multiple points around the playground. Limit blindspots from these seating areas.
ND 12/30/2025 07:20 PM	Shady areas to sit would be excellent
Pemfam 12/30/2025 07:35 PM	A small area for dogs to play?
LFallert 12/30/2025 08:53 PM	Where is placement of structure? Where is the large grouping of trees being planted? How large is the area? More swings. I am concerned about having all the structures in one area. Our families with special needs children/adults, without physical disabilities, need to be able to be on the playground at the same time as young children. Having all of the play areas grouped together makes this more difficult.
Detroitrealist 12/30/2025 10:08 PM	No enclosed structures or permanent rest rooms should be added. They are nothing but a huge security risk. Its difficult to tell from the drawings, but both plans look really "cramped". Why does the selection box for concept 1 indicate a "burgundy" foundation when it clearly shows a green base?

Sdwise57 12/31/2025 05:35 AM	Renew the basketball court
Heidi G. 12/31/2025 06:58 AM	Like Poppleton Park, Pembroke Park is in the middle of a thriving neighborhood and Parking around the park needs to also be addressed. For the children's and neighbors safety, parking should only be allowed on one side of the street. This is standard in the city of Troy and I don't understand why Birmingham doesn't utilize this concept throughout it's neighborhoods. It is better for visibility(kids crossing the street to the playground), and allows school busses sand emergency vehicles to get through.
SDSchutte 12/31/2025 08:50 AM	Basketball "court" could be better
dplipp 12/31/2025 10:00 AM	I would like to understand views of the maintenance staff of the parks department relating to the sandbox. How difficult is this to clean/maintain, and do they conduct any testing or monitoring for bacteria levels? Stick with red and yellow to align with Pembroke Elementary's school colors.
birminghamliver 12/31/2025 12:24 PM	Keep the trees. Add nature elements. More inclusive for the bigger playground, more ramps, more swings. Toys for bigger kids . More picnic tables.
Yaxie 12/31/2025 02:55 PM	The grass between the current play areas is nice for running around. I’d prefer for the ground to be more natural than rubber.
megan.spearin 12/31/2025 05:31 PM	Please add bathrooms!
Sharon Saad 12/31/2025 10:42 PM	I have lived in this neighborhood 25 years and raised 4 kids here. People love this park because it has grass and not hard surfaces. They also like it because of the shade. Too many modern parks are blistering hot because of no shade. This particular park tends to hold water after rain. It makes it quite soggy. I would like to see that change. Another concept I really like is a mini water stream going through it like the one at Innovation hills. Paved crevice for water to pass through for kid to play in. With the size of this park it would be a good use of space for a paved path around the perimeter for walking, running, roller blading, skateboarding or kids riding bikes. More picnic tables and or park benches.

thanthese 1/01/2026 05:32 AM	1. I'd like to see pickleball lines added to the tennis courts. 2. We need a trashcan at the main park entrance/exit. 3. The park has the best trees/shade of any park in the city, in my opinion. It is essential to me that that is preserved.
Alice 1/01/2026 07:06 AM	See above. Thank you.
MaryOlah 1/01/2026 07:53 AM	Possibly greater separation between the various elements. It appears crammed together.. Maybe separate toddlers from older children.
purduemark 1/01/2026 01:19 PM	would be good to benchmark other parks in birmingham for popular features, like the slide hill and bridge in Booth Park, etc
ahb96 1/02/2026 05:34 AM	Add a pickle ball court
Dorchester 1/02/2026 01:31 PM	Need adult exercise stations. Pull up bar for adults. Look at other outdoor parks with adult exercise stations.
Jessica Heid 1/02/2026 07:40 PM	Pembroke park is one of the most, if not the most, activated parks in the Birmingham. I honestly love the park the way it is. I love how the play equipment is spread out and kids run to each area. I love that picnic tables are dispersed so families can have some privacy and they can be grouped together for parties. There can be two parties on opposite sides. The trees are my absolute favorite and it would be a shame if any were cut down to make the new design happen.
linda1878 1/04/2026 10:56 AM	Please no musical things - drums, xylophone, etc. The park is surrounded by houses and many people (myself) go to the park to enjoy the green space and peace and quiet. I don't mind the sound of kids playing, but please don't add in drums and other additional noisemakers! I liked concept 2 because it looks less frenetic and junky. Also the one swing where th ekids can ride it along a raill was super popular with the kids at another park I visited. I actually was ready to push my way into line so I could ride it, too!

Optional question (64 response(s), 49 skipped)
Question type: Essay Question

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Pembroke Park

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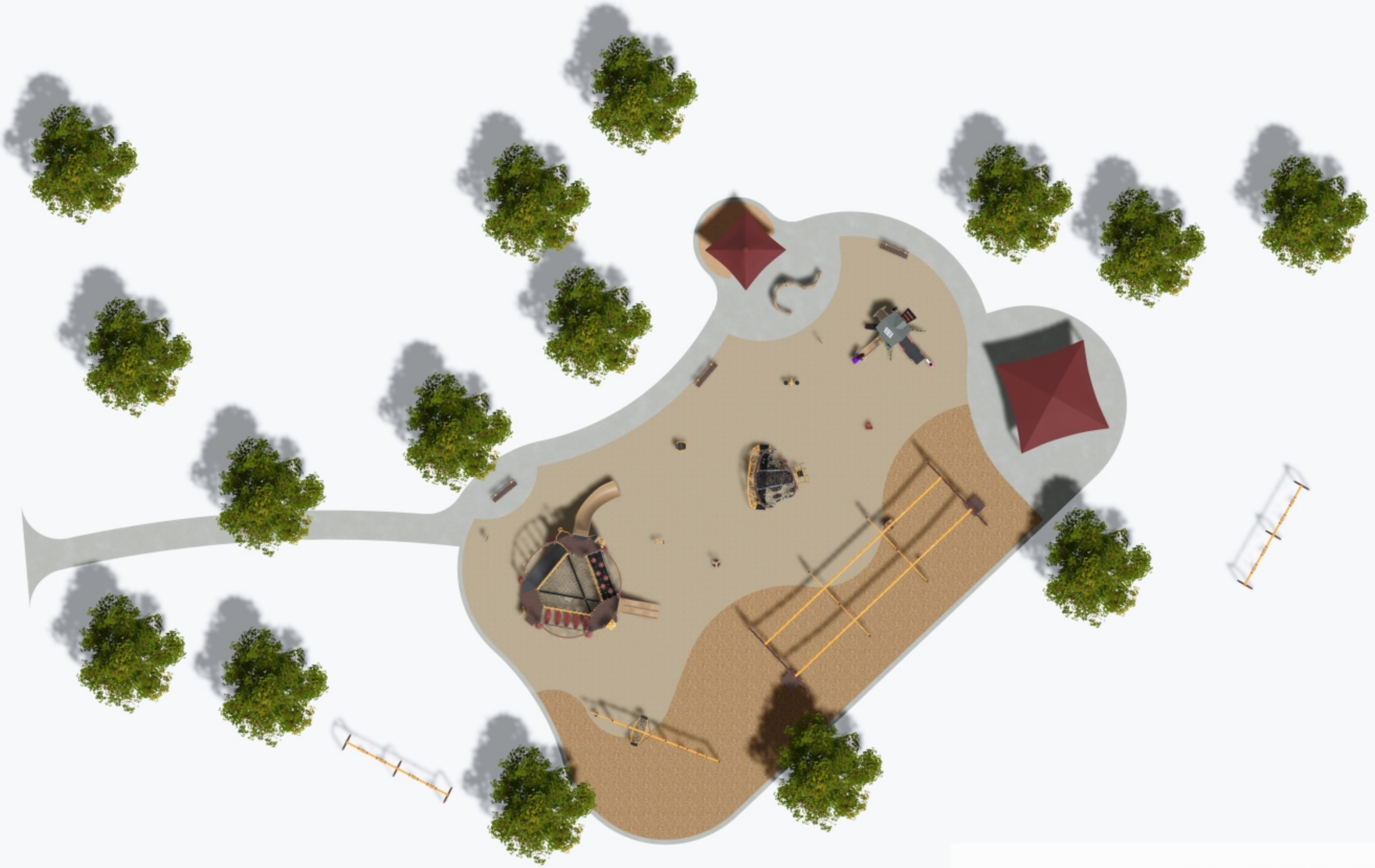

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Pembroke Park

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Item	Description	Qty	Weight	Price	Total
	Pembroke Park LSI equipment with Sourcewell				
323659A	**Volo Play Structure, DB**	**1**		**89,530.50**	**89,530.50**
322404A	**Quantis A.3**	**1**		**39,494.40**	**39,494.40**
247189A	**Chill Spinner**	**1**		**2,932.50**	**2,932.50**
247179A	**Curva Spinner**	**1**		**2,682.60**	**2,682.60**
195507B	**ZipKrooz, 50' With Steel Post, Additional Bay**	**1**		**19,354.50**	**19,354.50**
196212B	**ZipKrooz™ Assisted 50' Aluminum Posts**	**1**		**19,385.50**	**19,385.50**
182503C	**Welcome Sign Ages 5-12 Direct Bury**	**1**		**0.00**	**0.00**
141683B	**72" TenderTuff Coated Steel, with Back, Surface Mount**	**1**		**892.50**	**892.50**
174018A	**Belt Seat w/Chains ProGuard Chains for 8' Beam Height**	**2**		**178.50**	**357.00**
352220A	**Flexx Swing w/Single Post Frame Additional Bay 52"Bury**	**1**		**6,706.50**	**6,706.50**
176038G	**Full Bucket Seat w/ProGuard Chains for Toddler Swing**	**1**		**494.70**	**494.70**
177344A	**Single Post Swings, 8' Beam Height**	**1**		**1,938.00**	**1,938.00**
177337A	**Toddler Swing Add-On Beam**	**1**		**719.10**	**719.10**
223857A	**Smart Play®: Loft 2-5 Direct Bury**	**1**		**24,995.10**	**24,995.10**
164075B	**Double Bobble Rider, Direct Bury, Yello**	**1**		**2,963.10**	**2,963.10**
152179A	**Saddle Spinner**	**1**		**1,009.80**	**1,009.80**
168102A	**Alphamaze and Lybryinth Panel**	**1**		**785.40**	**785.40**
168108A	**Kaleidospin Panel**	**1**		**4,324.80**	**4,324.80**
168662A	**Marble Panel**	**1**		**2,601.00**	**2,601.00**
168100B	**Sensory Play Center Wall 2" SM**	**3**		**1,540.20**	**4,620.60**
168101B	**Sensory Play Center Wall End 2" SM**	**2**		**1,091.40**	**2,182.80**
168661A	**Sensory Play Station Plate**	**4**		**0.00**	**0.00**
154397A	**LSI Single Post Cool Topper**	**1**		**5,650.80**	**5,650.80**

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Brad McNab	248-514-8902	248-530-1754	Net 30		LAS

Item	Description	Qty	Weight	Price	Total
	Pembroke Park Installation - Estimated				
Demolition	Demolition (including temp fencing around work site, play equipment, EWF, 58'x4' concrete access walk, drinking fountain pad)	1		43,000.00	43,000.00
Excavate	Playground Excavation and backfilling old playground areas w/ onsite spoils	1		20,437.50	20,437.50
Installation	Concrete - Estimated	1		61,125.00	61,125.00
Stone Base	Supply and Install crushed stone base and prep for PIP Installation	1		18,750.00	18,750.00
Installation	Install Playground equipment, benches, single post cool topper, sandbox sand	1		92,375.00	92,375.00
Installation	Install new drinking fountain in same location as old one and provide 4'x4' concrete pad . Does not include water tap or service line - Estimated	1		3,750.00	3,750.00
Installation	Restoration of all areas disturbed due to construction with topsoil, hydroseed	1		19,750.00	19,750.00
PIP - Install	PIP - Install & Supplied - Safety Surfacing	5,169		23.00	118,887.00
EWF-I	Engineered Wood Fiber -Supplied & Installed - Safety Surfacing	135		43.75	5,906.25
	Note: The removal and/or salvaging or reinstalling of any site amenities is not included.				

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Item	Description	Qty	Weight	Price	Total
	Assumes any drinking fountain, swing bench, park benches and receptacles are provided by others.				

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Brad McNab	248-514-8902	248-530-1754	Net 30		LAS

Item	Description	Qty	Weight	Price	Total
	Pembroke Park Shade with Sourcewell				
Poligon	Poligon 20 ft. Square Stained Tongue & Groove Multi-Rib			28,510.00	28,510.00
Poligon	Poligon Electrical Access Electrical Cutouts Anchor Bolt Kit			730.00	730.00
Poligon	Engineering			625.00	625.00
Freight	Freight			1,875.00	1,875.00
Sourcewell Dis...	Sourcewell Poligon Discount - Poligon Structure			-2,339.20	-2,339.20
Installation	Professional Certified Installation			31,578.95	31,578.95
Sourcewell Dis...	Sourcewell Discount - Installation			-1,578.95	-1,578.95

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Item	Description	Qty	Weight	Price	Total
182503A	**Welcome Sign Ages 2-5 years Direct Bury**			**0.00**	**0.00**
141683A	**TT Coated Bench 72" w/Back Direct Bury (121 lbs)**	**2**		**882.30**	**1,764.60**
Freight	**Freight**			**6,000.00**	**6,000.00**
Sourcewell D...	**Sourcewell Discount**			**-18,830.86**	**-18,830.86**

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Customer signature below constitutes a purchase order.

Subtotal	$222,554.94
Sales Tax (0.0%)	$0.00
Total	$222,554.94

_____

Penchura, LLC, 889 S. Old US 23 Brighton, MI 48114
Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529

MEMORANDUM

Engineering Department

DATE: March 9, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, City Engineer

SUBJECT: 2025 and 2026 Asphalt Resurfacing Program – Wall Replacement
Contract #2-25 (P) and #2-26 (P)

INTRODUCTION:

As part of the 2025 and 2026 Asphalt Resurfacing Program, the Engineering Department has completed the design to replace the existing retaining walls along Brookside Avenue, Ravine Road, and Park Street. The Engineering Department recommends the replacement of the existing retaining wall due to the condition of the wall and the sidewalk not currently meeting ADA standards as a result. With the Commission's approval of the replacement of the wall, the Engineering Department recommends proceeding with the Hearing of Necessity for the replacement of the staircases in the retaining wall on April 13, 2026, at 7:00 p.m., and the Hearing of Confirmation on April 27, 2026, at 7:00 p.m.

BACKGROUND:

This subdivision was platted in 1914 and replatted in 1939. The Engineering Department's copy of the replatted subdivision and notes from when the easement and alley were vacated are attached to this report. Although, the Engineering Department does not have the original plans for the installation of the wall, there are plans from the 1920s-1930s for utility and curb installation. These plans do not show the retaining wall.

After reviewing Engineering Department records and Commission agendas from the 1920s-1990s, City staff found several documents pertaining to the retaining wall. The existing wall appeared to be a two tier wall installed in the late 1920s and then was later modified to remove the upper tier and install the sidewalk around the 1950s. Oakland County aerial photographs from 1940 and 1960 that appear to show the wall are attached. The Engineering Department completed repairs to the walls in 1991, which included repairs on Ravine Street from the alley to the park, and the removal of the second tier wall and reinstallation of the sidewalk on Brookside north of Ravine.

On September 16, 2022, the Engineering Department reviewed the existing retaining wall on Brookside Avenue, Ravine Road, and Park Street. Photograph of the conditions are attached. Due to the observed conditions of the wall, the Engineering Department had the City's consulting structural engineer, Anderson, Eckstein & Westrick, Inc. (AWE), review the retaining

wall. Although no emergency repairs were required at that time, it was recommended to replace the walls as part of a future capital improvement project. AEW's March 2023 report is attached. The Engineering Department started budgeting in Winter/Spring 2023 for the wall's replacement starting in the fiscal 2023-2024 under Asphalt Resurfacing Wall Repairs for fiscal years 2024-2025 and 2025-2026.

In April 2025, a letter was sent to residents who currently have staircases built into their existing retaining walls to determine if they want a staircase in their new retaining wall. With these responses, the Engineering Department had Nowak and Fraus design the retaining wall with help from G2 Consulting, and designed the sidewalk replacement on top of the wall to meet ADA requirements. The replacement retaining wall was designed to be similar to the wall recently installed on the north side of Redding Road near Old Salem Court. This type of retaining wall also allows wall segments to be removed and replaced if the existing utilities that run underneath the wall require repair or replacement.

The Engineering Department received bids for this project on January 20, 2026, at 10:00 a.m. The lowest responsive bid's unit costs for the retaining wall are approximately $681,900.00 without staircases. The total construction costs of the 2025-2026 Asphalt Resurfacing Program are $2,182,392.90. Bids are good for sixty (60) days and the lowest responsive bidder has agreed to hold their pricing if awarded the entire project.

LEGAL REVIEW:
The City Attorney has no objections to the suggested Commission action.

FISCAL IMPACT:
Fiscal year 24-25 and FY 25-26 each had $400,000.00 budgeted for the retaining wall replacement for a total of $800,000. The design of the wall and sidewalk replacement was $64,500.00. With the bid unit pricing of $681,900.00 retaining wall replacement and 10% contingencies of $68,190.00, the total award amount of the retaining wall and wall and sidewalk engineering will be $814,590.00.

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
The sidewalk and staircase will be designed to meet ADA requirements.

PUBLIC COMMUNICATIONS:
An informational resident meeting was held at City Hall on Wednesday, January 21, 2026. During the project, property owners affected by the work will be notified in advance through the use of door-hangers and the City's Constant Contact targeted e-blasts. The Notice of the Hearing of Necessity and Confirmation of Roll will be distributed by the Clerk's Office.

SUMMARY:
The Engineering Department recommends replacing the existing retaining walls along Brookside Avenue, Ravine Road, and Park Street as part of the 2025 and 2026 Asphalt Resurfacing Program and proceeding with the Hearing of Confirmation for the Staircase Special Assessment

District (SAD) on April 13, 2026. The Engineering Department also requests to set a Public Hearing to Confirm the Assessment Roll on April 27, 2026, if necessity is determined at the April 13, 2026, hearing.

ATTACHMENTS:

1. 1939 Re-plat Subdivision
2. 1940 Oakland County Aerial
3. 1960 Oakland County Aerial
4. 1991 Brookside and Ravine Retaining Wall Photos and Plans
5. September 16, 2022 Photos
6. Retaining Wall Inspection Report
7. Approved 2023/2024 fiscal year local road budget
8. Retaining Wall Drawings

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to proceed with the replacement of the existing retaining walls along Brookside Avenue, Ravine Road, and Park Street as part of the 2025 and 2026 Asphalt Resurfacing Program; and

Make a motion adopting a resolution to set the Public Hearing Date of Necessity for the replacement of staircases in the retaining wall meeting the requirements of assessments for all properties within the project area on Park Street, Brookside Avenue, and Ravine Road on April 13, 2026, at 7:00 p.m.; and

If necessity is determined on April 13, to meet on Monday, April 27, 2026, at 7:00 p.m., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement of staircases meeting the requirements for the assessments, for all properties with the project area within the project area of Park Street, Brookside Avenue, and Ravine Road.

"ASSESSOR'S PLAT NO. 29

A REPLAT OF: RESIDENCE PARK SUBDIVISION; A RESUBDIVISION OF LOTS 25 TO 27 INC.. LOTS 57 TO 64 INC., AND PARTS OF RAVINE ROAD & COURT INCLUDED THEREIN OF RESIDENCE PARK SUBDIVISION; C.E.JONES SUB.; & PART OF LOT 88 & ALL OF LOTS 13-14-15-16-53-54-55-56-57-87 & 89 OF OAK GROVE ADD., CITY OF BIRMINGHAM, OAKLAND CO., MICH."

Register's Office
Oakland County
This instrument was received for record
May 31 1939 at 9 o'clock A. M.
and recorded in Liber 6
of Plats on page 45
Leon M. Cookinham Register.

SCALE 1 IN = 100 FT
All dimensions shown are in feet & decimals thereof

DEDICATION.

KNOW ALL MEN BY THESE PRESENTS, THAT I, ELMER W. HAACK, ASSESSOR OF THE CITY OF BIRMINGHAM, OF OAKLAND COUNTY, STATE OF MICHIGAN, BY VIRTUE OF AUTHORITY IN ME VESTED BY SECTION 51, ACT 172, OF 1929, HAVING BEEN DULY AUTHORIZED BY THE CITY COMMISSION, HAVE CAUSED THE LAND DESCRIBED IN THE ANNEXED PLAT TO BE SURVEYED, LAID OUT AND PLATTED, TO BE KNOWN AS "ASSESSOR'S PLAT NO. 29 A REPLAT OF: RESIDENCE PARK SUBDIVISION; A RESUBDIVISION OF LOTS 25 TO 27 INC., LOTS 57 TO 64 INC., AND PARTS OF RAVINE ROAD & COURT INCLUDED THEREIN OF RESIDENCE PARK SUBDIVISION; C. E. JONES SUB.; & PART OF LOT 88 & ALL OF LOTS 13-14-15-16-53-54-55-56-57-87 & 89 OF OAK GROVE ADD., CITY OF BIRMINGHAM, OAKLAND CO., MICH." AND THAT THE STREETS AND ALLEYS AS SHOWN ON SAID PLAT ARE NOW BEING USED FOR SUCH PURPOSES.

WITNESSES:

Fern Thatcher FERN THATCHER

L. Leigh Smith LEIGH SMITH

Elmer W. Haack 10-4-17
ELMER W. HAACK
ASSESSOR OF THE CITY OF BIRMINGHAM

Side walk Easement L 5150 P6 36

W'ly 23' of Lot 5 Dedicated to R.O.W. Res. 55, 1, 19-59

W'ly 23' of Lots 6-10 Dedicated to ROW. Res. 577, 5-26-58

W'ly 20' of Lots 11-18 Incl. Dedicated To ROW. Res. 383-3-19-55.

ACKNOWLEDGEMENT.

STATE OF MICHIGAN, } SS.
COUNTY OF OAKLAND }

ON THIS 1st DAY OF May A.D. 1939, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME THE ABOVE NAMED ELMER W. HAACK, ASSESSOR OF THE CITY OF BIRMINGHAM, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE DEDICATION, AND ACKNOWLEDGED THE SAME TO BE HIS FREE ACT AND DEED AS SUCH ASSESSOR.

Irene E Hanley IRENE E HANLEY
NOTARY PUBLIC IN & FOR OAKLAND COUNTY.
MY COMMISSION EXPIRES 7-28-1943

CERTIFICATE OF MUNICIPAL APPROVAL.

THIS PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF BIRMINGHAM AT A MEETING HELD May 1st 1939.

Irene E Hanley
IRENE E. HANLEY CLERK

DESCRIPTION.

THE LAND EMBRACED IN THE ANNEXED PLAT OF "ASSESSOR'S PLAT NO. 29 A REPLAT OF RESIDENCE PARK SUBDIVISION; A RESUBDIVISION OF LOTS 25 TO 27 INC., LOTS 57 TO 64 INC., AND PARTS OF RAVINE ROAD & COURT INCLUDED THEREIN OF RESIDENCE PARK SUBDIVISION; C. E. JONES SUB.; & PART OF LOT 88 & ALL OF LOTS 13-14-15-16-53-54-55-56-57-87 & 89 OF OAK GROVE ADD., CITY OF BRMINGHAM, OAKLAND CO., MICH.", BEING A PART OF THE S. ½ OF SECTION 25 T. 2 N. R. 10 E. AID DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 25,

THENCE S. 87° 45' 30" W. 502.08 FT.,

THENCE S. 87° 49' 05" W. 157.04 FT.,

THENCE S. 88° 26' 10" W. 325.91 FT.,

THENCE S. 27° 05' 40" E. 1116.09 FT.,

THENCE S. 30° 32' 30" E. 378.22 FT.,

THENCE N. 60° 13' 50" E. 588.61 FT.,

THENCE N. 29° 46' 10" W. 239.92 FT.,

THENCE N. 60° 13' 50" E. 125.60 FT.,

THENCE ON A CURVE TO THE LEFT

(R=2764.93 FT., CHORD BEARS N. 41° 51' 45" W. 259.04 FT.)

A DISTANCE OF 259.17 FT.,

THENCE N. 4° 13' 00" W. ALONG N. & S. ¼ LINE 599.93 FT.

TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE.

I HEREBY CERTIFY THAT THE PLAT HEREON DELINEATED IS A CORRECT ONE AND THAT PERMANENT METAL MONUMENTS OF NOT LESS THAN ONE INCH IN DIAMETER AND FIFTEEN INCHES IN LENGTH SET IN A CONCRETE BASE AT LEAST FOUR INCHES IN DIAMETER AND FORTY-EIGHT INCHES IN DEPTH HAVE BEEN PLACED AT POINTS MARKED THUS ☐ AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE LAND PLATTED, AT ALL THE INTERSECTIONS OF STREETS, INTERSECTIONS OF ALLEYS, OR OF STREETS AND ALLEYS, AND AT THE INTERSECTIONS OF STREETS AND ALLEYS WITH THE BOUNDARIES OF THE PLAT AS SHOWN ON SAID PLAT.

H. H. Corson
H. H. CORSON REGISTERED SURVEYOR.

WIDTH AND LOCATION OF STATE TRUNK LINE & FEDERAL AID ROADS O. K.
Murray D. Van Wagoner
State Highway Commissioner

A.Y. Moore
J.C. Austin

Examined and Approved

106

1940 Aerial

2 Foot Contours
5 Foot Contours
FEMA Base Flood Elevations
FEMA Cross Sections
100 yr - FEMA Floodplain
100 yr (detailed) - FEMA Floodplain
500 yr - FEMA Floodplain
FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.

OAKLAND COUNTY MICHIGAN
Economic Development & Community Affairs

David Coulter
Oakland County Executive

Date Created: 3/3/2026

NORTH

1 inch = 100 feet

1960 Aerial

2 Foot Contours
5 Foot Contours
FEMA Base Flood Elevations
FEMA Cross Sections
100 yr - FEMA Floodplain
100 yr (detailed) - FEMA Floodplain
500 yr - FEMA Floodplain
FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.

OAKLAND COUNTY MICHIGAN
Economic Development & Community Affairs

David Coulter
Oakland County Executive

Date Created: 3/3/2026

NORTH

1 inch = 100 feet

NO
PARKING

NO
PARKING
ANY
TIME

NO
ROUGH
AFFIC
EASE

Cranbrook
644-8700

564

NO
PARKING
ANY
TIME

STOP

February 19, 1990

Mr. Thomas M. Markus
City Manager

From: William T. Killeen, City Engineer

Approved: Thomas M. Markus
Thomas M. Markus, City Manager

Subject: Brookside-Park-Ravine Walls

Dear Sir:

On May 15, 1989 the City Commission received a letter (Attachment 1) from Dr. Allen Waldman of 544 Brookside regarding the condition of walls adjacent to the pavement on Brookside, Park, and Ravine. The City had received a similar letter dated May 26, 1987, from Jean Micketti of 552 Brookside (Attachment 2).

The Administration had deferred reporting to the Commission regarding the letter from Ms. Micketti because the City was considering the special assessment policy for various types of improvements and a decision relating to the maintenance of the walls could be impacted by the policy established for special assessment projects.

DESCRIPTION OF WALLS

Attached (Attachment 3) is a map showing the locations of the walls in question. The walls are located along the edge of the pavement around the block bounded by Brookside, Park, and Ravine. There is also a wall located along the east edge of the pavement on Brookside approximately 200 feet north of Park Street. In addition to the above-described walls, there is an "upper" wall which is located along the street side of the sidewalk on the east side of Brookside between Ravine and Park. That wall is above and behind the wall at the curb line. It is slightly over 100 feet long.

There are steps leading from the pavement to the sidewalk through several sections of walls. Those steps provide access to individual properties and to the public sidewalk that circles the block.

We are quite certain the walls were constructed in conjunction with the construction of the pavements in 1926. The pavements were constructed under special assessment procedures by the Village of Birmingham.

The Engineering Department has taken pictures of the walls and those pictures will be available for viewing at the City Commission meeting. A sheet with copies of two of the pictures is

attached (Attachment 4). The upper picture shows the location on Brookside where there are two walls. The lower picture shows the wall at the intersection of Brookside and Park.

CONDITION OF WALLS

Some of the walls are in good or fairly good condition and little or no maintenance is required for those sections.

In some sections of the walls the concrete is deteriorating. Restoration of that concrete would be desirable from an aesthetic standpoint.

Some sections of the walls are leaning towards the street. A section of wall approximately 100 feet long at the Brookside-Park intersection is leaning quite severely. The Engineering Department has been monitoring the lean of that wall for about 11 years. The amount of the lean has increased slightly in that period, with the greatest amount of movement being just under 3 inches. The Engineering Department expects that some time in the future a portion of that wall could fall over. It would be desirable to replace that section of the wall.

It appears that some repairs have been made to a few sections of the walls. We do not know who made the repairs, but we believe they were not made by the City.

QUESTIONS

Questions pertaining to the maintenance of the walls are:

1. Is the City responsible for the repair and maintenance of the walls or should part or all of the cost be charged to abutting property owners under special assessment procedures?

2. Are the steps to be treated the same as the walls or are they to be considered separately as to City or property owner responsibility?

RESPONSIBILITY FOR MAINTENANCE OF THE WALLS

Attached (Attachments 5, 6, and 7) are copies of three letters written in 1949 regarding the question of responsibility for maintenance of the walls. The question was not answered at that time.

Prior to 1983 the City Charter provided that after any part of a public improvement was special assessed, that the cost of the replacement of such improvement must be paid from the general funds of the City and not by special assessment. In 1983 the Charter was amended. Under the current Charter provisions, the

City Commission may special assess for any improvement, even if that improvement is a replacement or repair of an improvement that was made under a previous special assessment. Therefore, the City Commission could special assess for part or all of the costs to repair or replace the walls adjacent to the Brookside/Park/Ravine pavements.

Under the present City policy, the City pays the full cost to repair or replace permanent pavements, including curb and gutter sections.

POSSIBLE SOLUTIONS

Leaning Wall - The section of wall (approximately 100 feet long) located at the Brookside-Park intersection should be replaced at some time in the near future.

Deteriorated Wall Sections - The Engineering Department suggests that the walls with deteriorated concrete be restored at some time in the near future.

Upper Wall - The "upper" or second wall on the east side of Brookside between Ravine and Park is cracked in several locations and it also is leaning slightly. Although that wall does not appear to be in danger of failing at this time, it will require attention in the near future.

Attached (Attachment 8) is a sheet showing two section views at the upper wall. The top drawing shows the existing walls and sidewalk. The bottom drawing shows a suggested solution. I believe it would be desirable to eliminate the upper wall in order to reduce future maintenance problems.

The suggested solution is similar to other locations in the block where the sidewalk abuts the wall at the curb line and large stones retain the ground adjacent to the sidewalk. There are some grade problems in this section, but we believe we could resolve them.

COSTS OF REPAIRS

The cost of the project will be contingent upon the extent the walls are replaced or restored. If the walls that are in poor condition are replaced or restored, and the "upper" wall on Brookside is eliminated, our estimate for the work is $52,000. We have assumed the steps leading between the pavements and the sidewalks would not be repaired.

The Engineering Department suggests that the walls on Brookside north of Park not be restored at this time. If that work is not included in the project, the estimated cost of $46,000.

CONCLUSION

It is suggested that a public discussion of this matter be scheduled for a future Commission meeting. All owners of properties directly abutting the walls could be invited to attend and participate in the discussion. At the public discussion, it is suggested that the Commission seek to answer the questions as to whether any part or all of the cost of replacement or restoration of the walls and steps should be assessed to abutting property owners. Secondly, a determination should be made as to the extent of the work.

If the City Commission has any questions, the Engineering Department could respond at the time of the public discussion.

Very truly yours,

William T. Killeen
City Engineer

WTK/nnk

Proposed Resolution:

To receive the report from the City Manager and the City Engineer regarding "Brookside-Park-Ravine Walls"; and to schedule a public discussion regarding the Brookside/Park/Ravine walls for _____, 1990, with owners of property adjacent to the walls to be notified of the meeting.

May 4, 1989

City Commission
City of Birmingham
Post Office Box 3001
Birmingham, MI 48012

Dear Sir/Madam:

I am requesting that at your next scheduled meeting the topic of the retention wall that surrounds Brookside be discussed.

I have been advised by Mr. William Killeen that this problem has been brought up in the past; however, has not been acted upon as yet. The wall is deteriating and has not been repaired in over thirty years.

This is a historic and scenic area of Birmingham and I am sure that the Council will want to maintain this unique site.

I look forward to discussing this matter with the City Commission.

Sincerely,

Allen Waldman

Allen Waldman
544 Brookside
Birmingham, MI 48009

647-4803

May 26, 1987

Mr. Robert Kenning
CITY MANAGER
151 Martin Street
Birmingham, Michigan 48011

Dear Mr. Kenning:

I live at 552 Brookside in Birmingham and in the front of my house I have two cement retaining walls. One of these walls comes about three feet off of the street and supports a small dirt area and then there is another retaining wall that goes up about two feet and supports the sidewalk. The retaining wall is something that is a "common area" that goes all around our block on Brookside, Park and Ravine.

In addition to the retaining walls, there are also steps all around the block at various locations for people to have easy access to the sidewalk and to the homes. These are also severely deteriorated and present a definite hazard for anyone trying to utilize these to enter any of the homes in this circular area (Brookside, Park and Ravine).

I placed a call to the Engineering Department to find out who is responsible for the maintenance of these walls and steps, since they both are severely damaged and in desperate need of repair. If they are not reinforced soon we will have a more serious problem on our hands. I have enclosed some pictures of the retaining walls to give you an idea as to what the situation looks like at the present time.

I spoke with Mr. Ray Stickradt and he tried to do some research and find out who is responsible for the upkeep of the walls. After looking in to it, he called me back to tell me that he really didn't know and he suggested I write a letter to you to get some action and find out the answer.

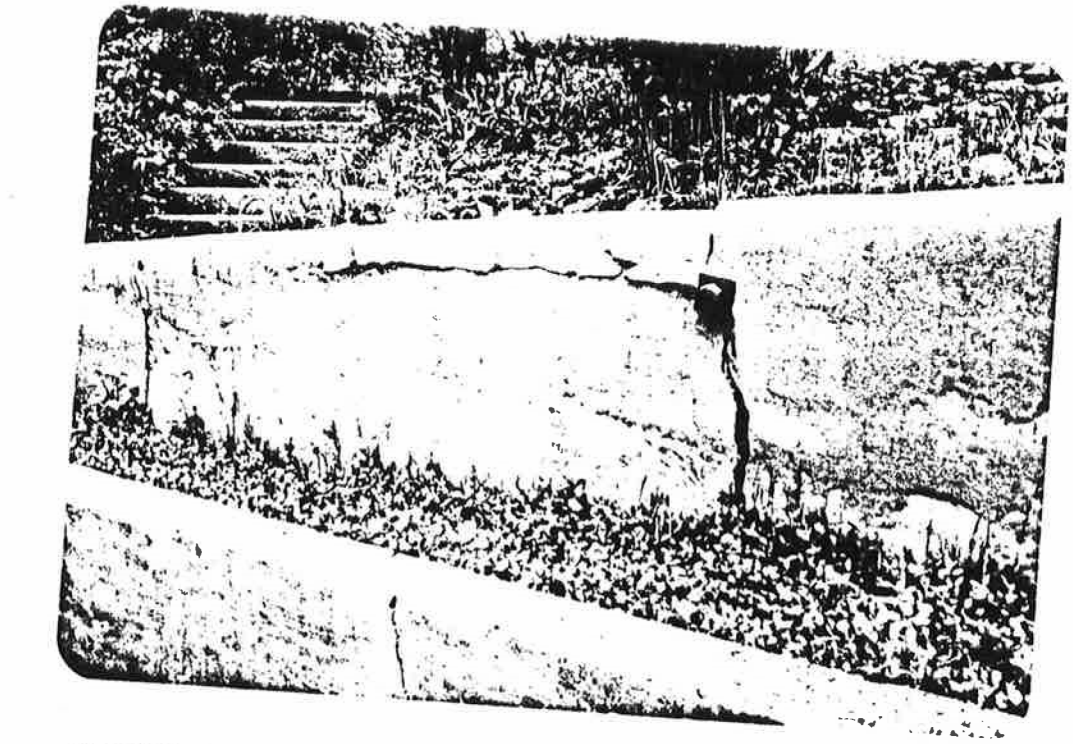
As a concerned resident of Birmingham, I trust you will give this your immediate attention and I look forward to hearing from you, either by phone (Home: 258-9282 or Work: 358-7253) or in writing. Thank you in advance for your assistance in this matter.

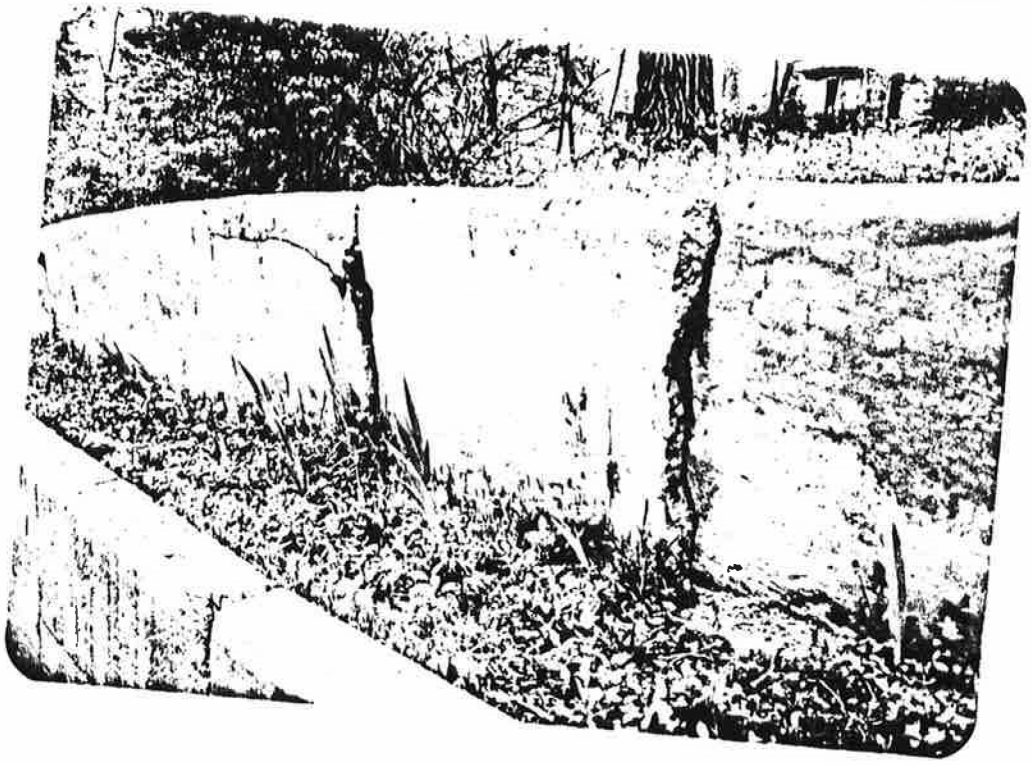
Sincerely,

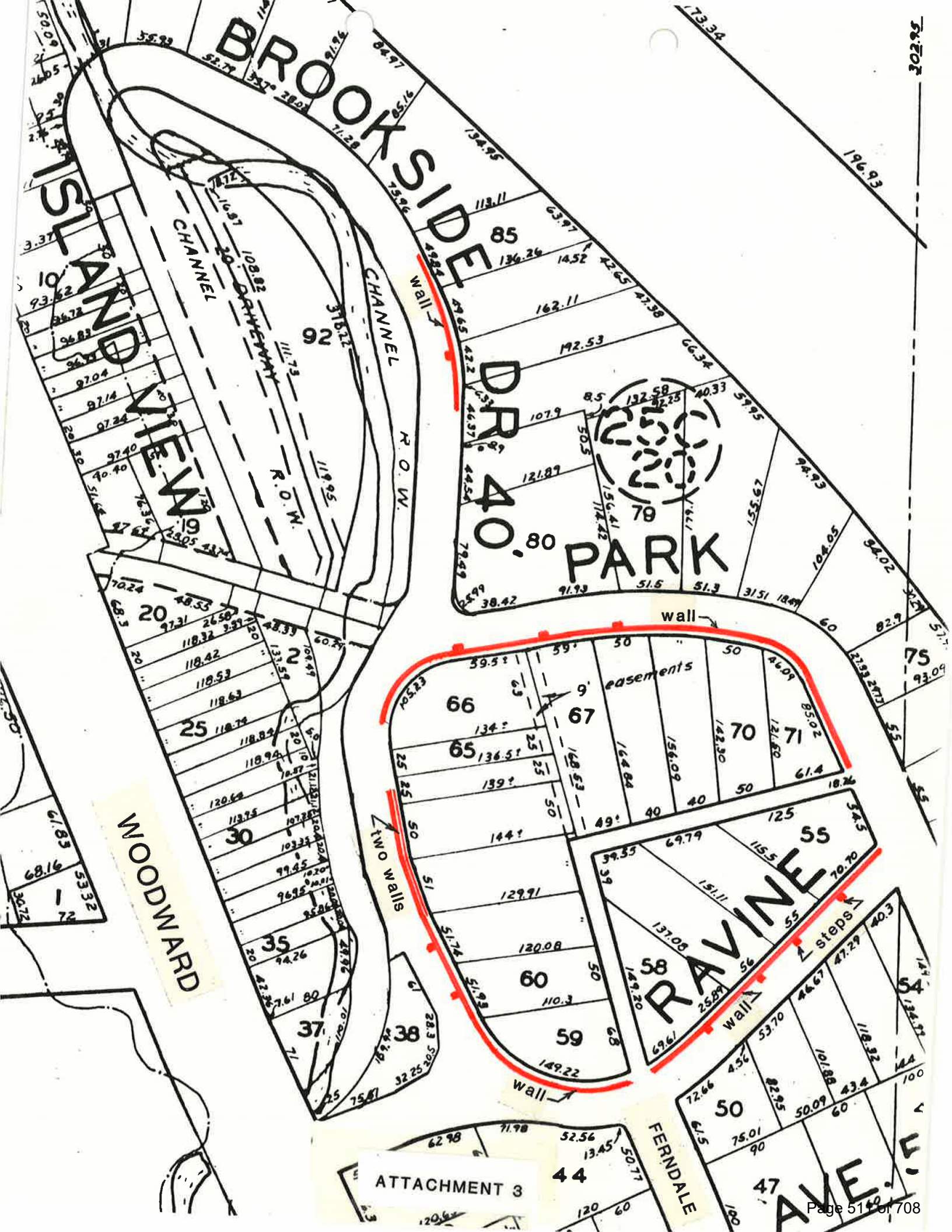
Jean Micketti

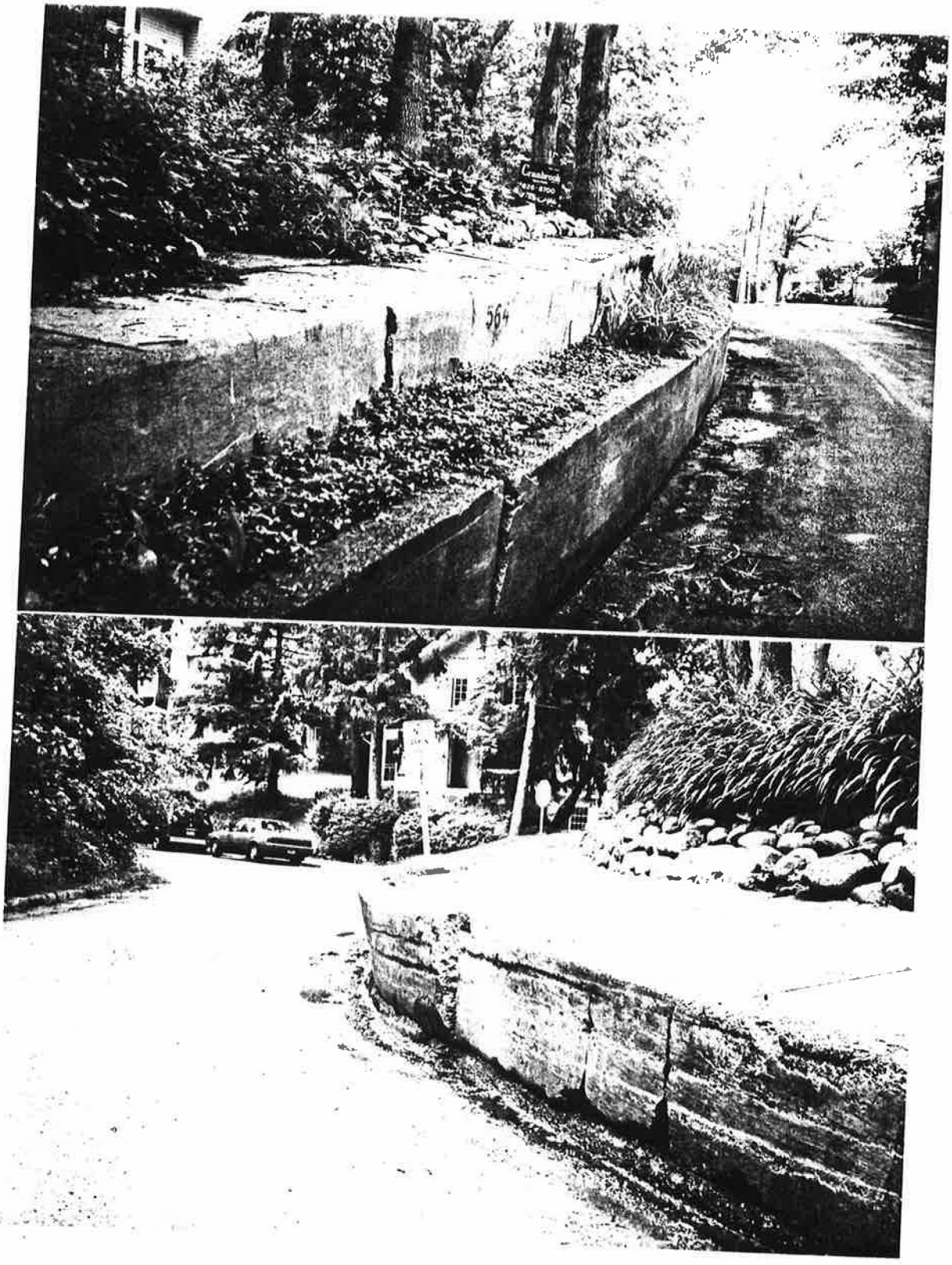
Jean Micketti

ATTACHMENT 2






BROOKSIDE DR 40.
PARK
ISLAND VIEW
WOODWARD
RAVINE
CHANNEL
CHANNEL R.O.W.
R.O.W.
wall
two walls
steps
easements
FERNDALE
ATTACHMENT 3



ATTACHMENT 4

September 20, 1949

Mr. Forbes S. Hascall
City Attorney
124 South Woodward Avenue
Birmingham, Michigan

Dear Mr. Hascall:

Mr. Carl E. Heussner, of 552 Brookside Drive, has complained about a condition existing in his sidewalk in front of his property.

The facts, as nearly as I can determine, are as follows: the City of Birmingham in 1926 created a special assessment district for the improvement of the streets in Residence Park.

Original resolution #122 passed April 5, 1926
Another resolution was passed April 19, 1926
Assessment district #76 confirmed by resolution #398 passed July 12, 1926

The plans for this improvement do not show the wall adjacent to Brookside Drive, however, in the file for this assessment district there is what appears to be a Manager's report, which is unsigned, and the following is an excerpt:

"It will be necessary to construct curbs 3' 6" on parts of Brookside, Park and Ravine, to hold the high bank."

The wall which was constructed to hold the sidewalk at an elevation of about 5' above the grade of the street, was not of sufficient thickness to withstand the earth pressure and frost action during the past 25 years. There has been cracking and settlement of the wall, which has resulted in material from under the sidewalk being washed out and the walk settling. All of these walls in Residence Park are in rather poor condition.

I am aware of the provisions of the Charter which provides that improvements installed under special

ATTACHMENT 5

assessment shall be maintained from that time on by the City, and if the replacement is necessary, the same shall be an obligation of the City.

Mr. Heussner states that Mr. A. F. Plant lived on Brookside at the time of this special assessment district, and Mr. Plant states that the wall was a part of the work performed under the special assessment district.

There is a rather substantial amount of money involved in this replacement, and I would like to have your opinion in regard to the obligation of the City to replace these walls and sidewalks, based upon the facts as outlined.

Very truly yours,

D. C. Egbert
City Manager

COPY

DCE.br
Copy: Mr. Gare
Mr. Fall

FORBES S. HASCALL

September 22, 1949

Mr. D. C. Egbert
City Manager
Birmingham, Michigan

Dear Mr. Egbert:

This will acknowledge receipt of your letter of the 20th relative to the retaining walls along streets in Residence Park Subdivision in Birmingham.

There would appear to be some confusion on questions of fact pertaining to the original construction, and perhaps any final opinion should await such information as might be furnished by Mr. Plant in reply to your request.

Section 1 of Chapter X of the Charterof the City of Birmingham provides in part:

> ".....After any part of the cost of any public improvement shall have been borne by special assessment against the lands and property benefited, the cost of any replacement of such improvement shall, to the extent of the original improvement, be paid from the general funds of the city and no part thereof by special assessment....."

Were the retaining wall in question constructed under special assessment procedure today, there would be no question as to the liability for replacement costs.

I have checked the charter of the Village and find therein no provision similar to the city charter provision above quoted. Under the Village charter there was no general liability for replacement of an improvement installed in the first instance under special assessment procedure. Under Chapter XXI of the Village charter, assessments could be levied for "any" improvement.

I feel, therefore, that were we still operating under the Village charter, and assuming the improvement to have been installed under special assessment financing, the replacement would not be the responsibility of the municipality, and the cost thereof could be levied against the property benefited.

The question, then seems to be one of the legal effect of the adoption of the city charterprovision. Did the Village of Birmingham, by adopting a new city charter, thereby become the guarantor for <u>all</u> work theretofore done under special

ATTACHMENT 6

assessment procedure ?

I think there is little doubt that it was not the intent of the voters in adopting the charter to thereby guarantee all sll work done under special assessment procedure for years past. Whether this is the legal effect of the charter provision might be the subject for a court adjudication.

Under Sections 13 to 15 of Chapter XVII of the charter, the city became liable for all obligations etc., of the Village. The new charter is to be construed as if it were a general revision of an existing charter.

Had the Village charter contained a provision similar in effect to that set forth in the city charter, I believe the latter instrument would operate to make the city liable for all village improvements. This, however, is not the case. There was no such provision in the village charter, and the provision of Section 1 above quoted creates a wholly new undertaking.

It is my opinion, based on the factual situation as outlined, that the provision of Section 1 of Chapter X of the city charter cannot be given retroactive effect, and that the same is not applicable to work done under special assessment procedure under the old village charter. I feel that the city charter provision above mentioned must be regarded as being applicable only as regards work done under special assessment procedure since April 3, 1933. Work done prior to that date is subject only to provisions of the old village charter.

I shall be glad to discuss this matter further with you after you have some reply from Mr. Plant.

Very truly yours,

/s/ Forbes S. Hascall
City Attorney

Park- Brookside

September 26, 1949

Mr. Carl E. Heussner
552 Brookside Drive
Birmingham, Michigan

Dear Mr. Heussner:

There is attached hereto, a copy of an opinion by Mr. Forbes S. Hascall, City Attorney, in regard to the obligation of the City for improvements installed under special assessments, prior to the adoption of the present City Charter, which was April of 1933.

The wall supporting the sidewalk in front of your property has failed in three or four places, and as a result, the fill under the sidewalk washes out, causing it to settle.

It would appear to me that the practical solution to this problem, would be for the DPW to repair the holes existing in the sidewalk at the present time, and that you petition the City Commission for more permanent relief. The matter will ultimately have to be settled by them.

Very truly yours,

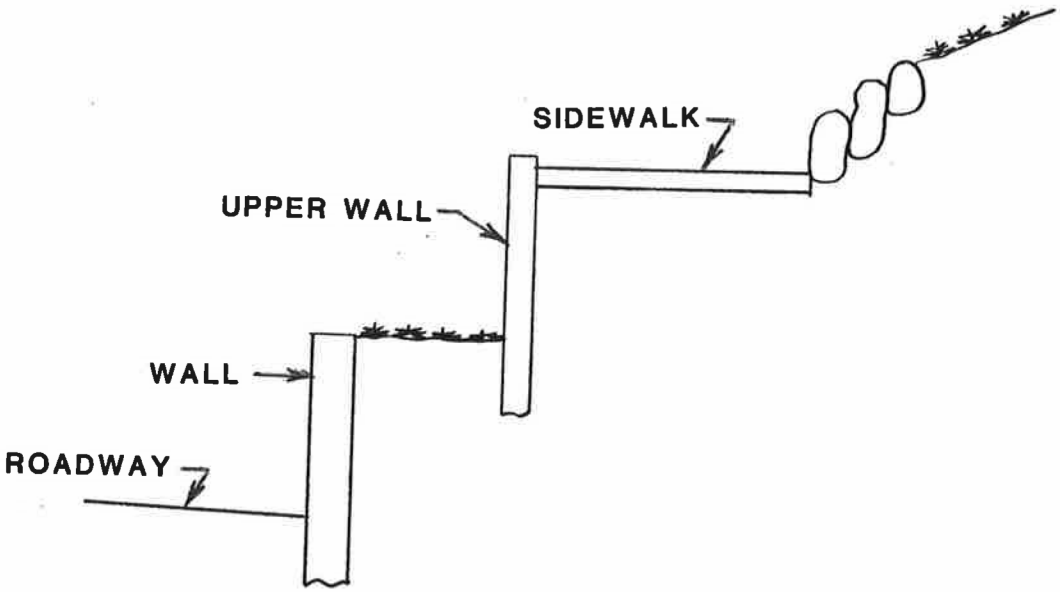
D. C. Egbert
City Manager

DCE.br
Copy: Mr. Hascall
Mr. Fall
Mr. Gare

Enc.

9/26/49 LRS. 9/27/49 MR

ATTACHMENT 7



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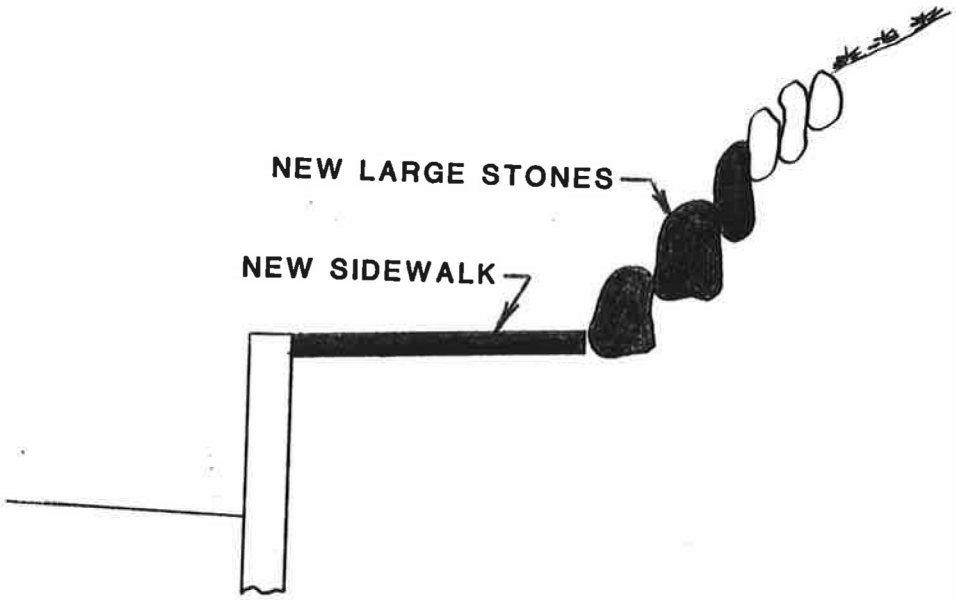
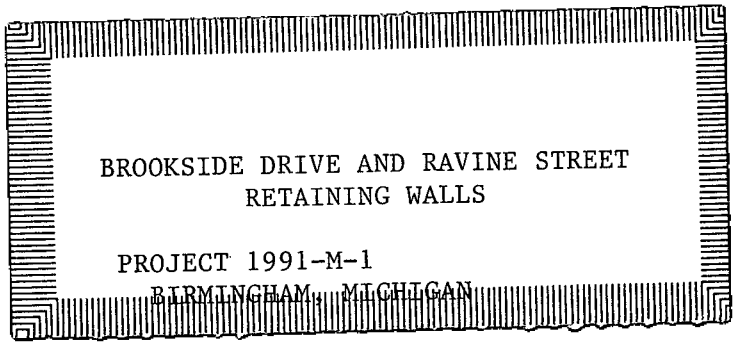


POSSIBLE SOLUTION

BROOKSIDE - UPPER WALL

ATTACHMENT 8

2.15.90


BROOKSIDE DRIVE AND RAVINE STREET
RETAINING WALLS
PROJECT 1991-M-1
BIRMINGHAM, MICHIGAN

BROOKSIDE DRIVE AND RAVINE STREET
RETAINING WALLS

PROJECT 1991-M-1

BIRMINGHAM, MICHIGAN

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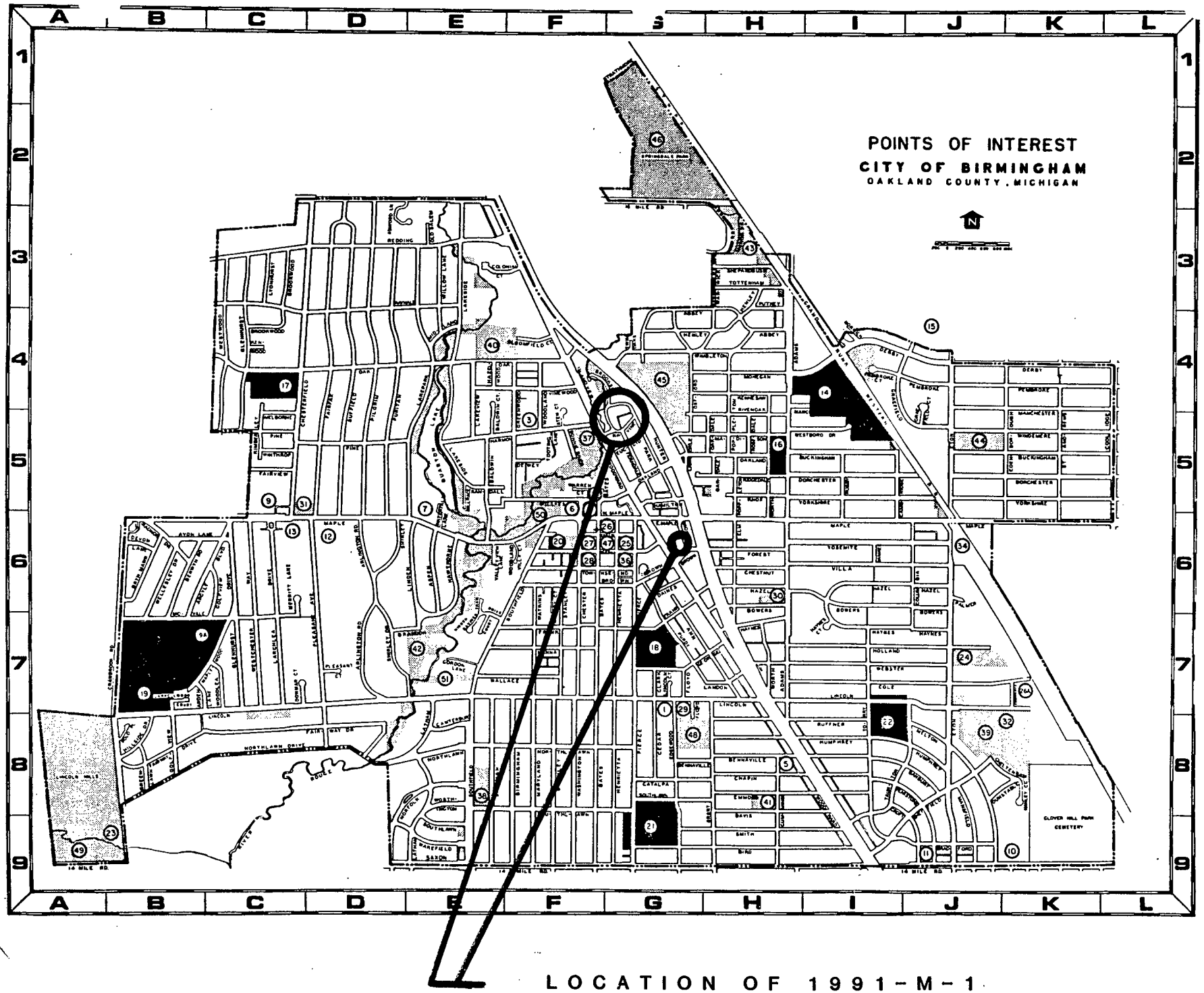
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OAKLAND COUNTY, MICHIGAN
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5. Unity Center
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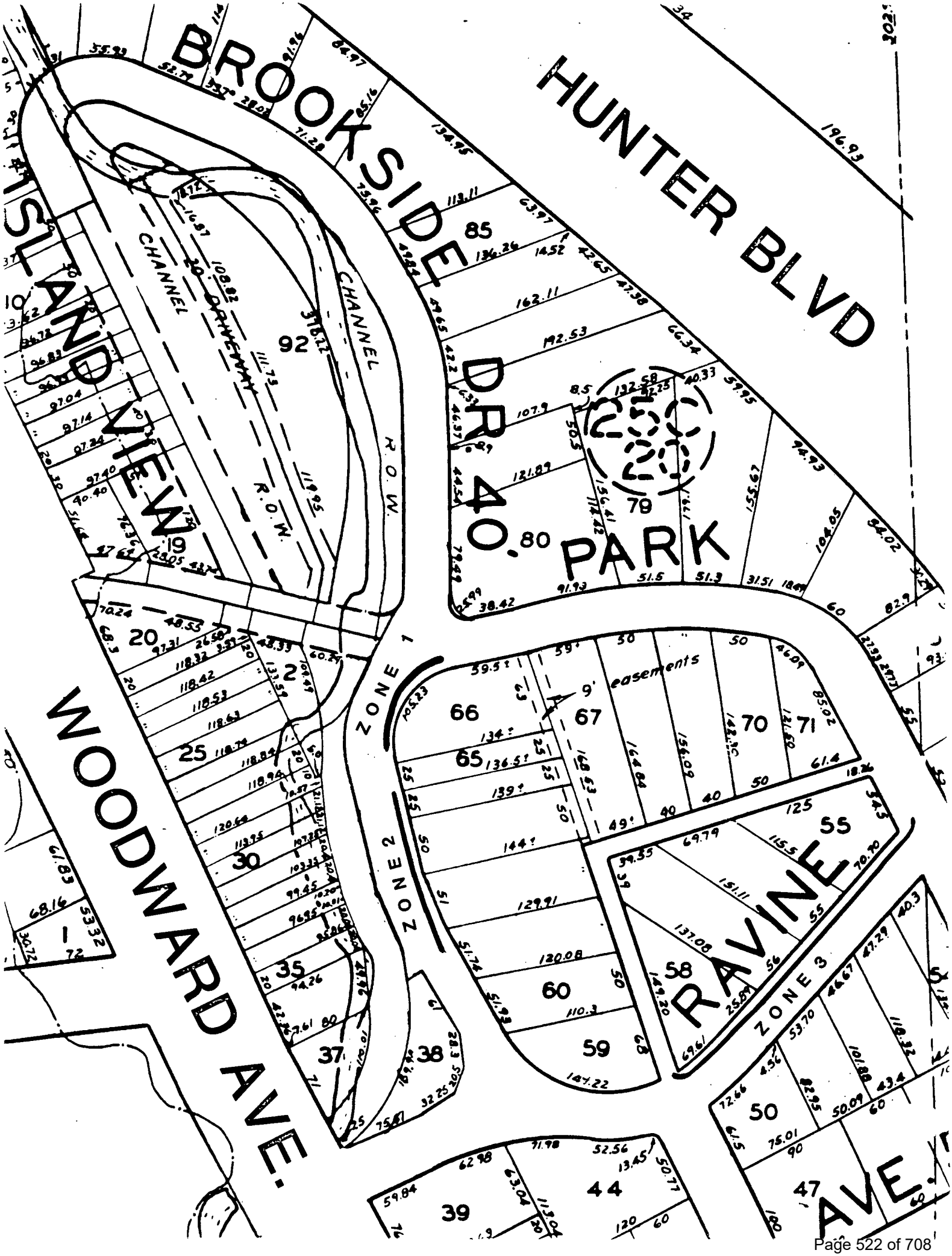
BROOKSIDE
HUNTER BLVD
ISLAND VIEW
DR 40'
PARK
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R.O.W.
R.O.W.
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ADVERTISEMENT

BROOKSIDE DR. & RAVINE ST. RETAINING WALLS

PROJECT 1991-M-1

BIRMINGHAM, MICHIGAN

Sealed proposals endorsed "Brookside Dr, and Ravine St. Retaining Walls Project 1991-M-1, Birmingham, Michigan" will be received at the office of the City Clerk of the City of Birmingham, Michigan, until 2:00 P.M. September 3, 1991, after which time they will be publicly opened and read.

The work will consist of removing approximately 250 lineal feet and installing 115 lineal feet concrete retaining wall, rehabilitating approximately 210 lineal feet retaining wall, removing and replacing approximately 1200 square feet of concrete sidewalk, and other work related to the project.

Plans and specifications may be obtained at the Engineering Department, Municipal Building, Birmingham, Michigan (644-3865). One copy may be obtained at no charge. Additional copies may be obtained for $10.00 per set, not refundable.

Each proposal must be accompanied by a certified check or bid bond in an amount of not less than five (5) percent of the total price of the bid, payable to the City of Birmingham.

The successful bidder will be required to post bonds and to comply with the City Charter respecting contracts.

The City Commission reserves the right to reject any or all proposals, to waive any informality in the proposal received, and to accept any proposal which it shall deem to be most favorable to the interests of the City of Birmingham.

JUDITH BENN
CITY CLERK

Published in the Michigan Contractor and Builder - August 17, 1991
August 24, 1991

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

DESCRIPTION

The project will consist of 3 individual zones, the first two being located on Brookside Drive and the third located on Ravine St.

Within Zone 1, the existing retaining wall will be completely removed and replaced. The concrete sidewalk will also be removed and replaced as necessary. In Zone 2, the upper retaining wall and the sidewalk will be removed, and new sidewalk will be installed at the existing grade of the lower retaining wall. Concrete steps for the home adjacent this area will be modified as necessary. In Zone 3, the existing retaining wall will be left intact, and a new face will be poured to provide a new surface.

TIME OF COMPLETION

The Contractor will be granted 30 calendar days from the time the work is authorized to begin until completion, including all restoration and clean up operations.

LIQUIDATED DAMAGES

The Contractor shall pay to the City of Birmingham as liquidated damages, the sum of $50 per day for each calendar day after the dates 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 of Birmingham might sustain, and are not intended as a penalty.

STATEMENT OF QUANTITIES

The following schedule shows the Engineer's estimate of the quantities involved in the job, and bids will be computed, tested and compared by the quantities given in this statement. Although estimated carefully and with as much accuracy as practicable beforehand, these quantities are not to be taken as defining or limiting the amount of work to be done under the contract, but rather as information furnished the bidders concerning the approximate extent of the items, and as a basis for comparing bids.

ITEM		QUANTITIES	
1.	Remove Retaining Wall	94	LF
2.	Remove and Replace Retaining Wall Section #1	81	LF
3.	Remove and Replace Retaining Wall Section #2	75	LF
4.	Remove and Replace 4" Concrete Sidewalk	649	SF
5.	Remove and Replace 4" Concrete Sidewalk with Thickened Edge	81	SF
6.	Remove and Replace 4" Concrete Sidewalk with 6" Integral Curb and Sidewalk with Thickened Edge	509	SF
7.	Remove Concrete Steps (and Sidewalk in Area of New Steps) and Replace with New Concrete Steps	1	EA
8.	Hand Rail	83	LF
9.	Remove Existing Concrete and Install Curb Det 1	23	LF
10.	Remove and Replace Curb and Gutter Det 2	14	LF
11.	Curb Repair, Det 11	13	LF
12.	Aggregate, 22A	66	TON
13.	Bituminous Mixture 1100T, 20 AA	32	TON
14.	Horizontal Sawcut	23	LF
15.	Rehabilitate Existing Retaining Wall	213	LF
16.	Boulder Wall	60	LF
17.	Class A Sodding	30	SY

QUANTITIES

18.	2" Topsoil, Fertilizer, Seed and Mulch	79	SY
19.	Concrete Masonry Unit Wall at Peabody Parking Structure	26	SF

GENERAL

INSTRUCTIONS TO BIDDERS

CONTRACT PRICE

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 item 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.

FORM OF PROPOSAL

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.

All prices stated in the proposals must be plainly written in figures.

All information called for on the proposal must be furnished to enable a fair comparison of the bids.

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.

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.

CONFORMITY TO PLANS AND SPECIFICATIONS

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.

AGENCY

Anyone signing a proposal as agent of another or others, must submit with the proposal, legal evidence of his authority to do so.

LEGAL STATUS OF BIDDER

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 by-laws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

CERTIFIED CHECK, BIDDER'S BOND OR BANK DRAFT

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.

No proposal shall be withdrawn for a period of sixty (60) days after the date set for the opening of bids.

A single check, bond or draft may serve to cover two or more alternative proposals when such alternative proposals are submitted by the same bidder.

The bid deposit of all except the three lowest bidders will be returned within three (3) weeks after the opening of bids. The bid deposit of the three lowest bidders will be returned within two (2) weeks after the contract has been executed by both parties.

OBLIGATION TO EXECUTE CONTRACT

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.

BONDS

The successful bidder will be required to furnish two bonds, each on the forms provided as follows:

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.

A Labor and Material Bond running to the people of the State of Michigan in an amount not less than 100% of the Contract price for the protection of sub-contractors, material suppliers and labor.

INDEMNITY

The Contractor shall indemnify the City of Birmingham in accordance with the INDEMNITY section set forth in the General Requirements.

INSURANCE

The Contractor shall procure and maintain during the term of this contract the insurance coverages outlined below. All coverage 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.

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers liability in accordance with 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 of not less than $3,000,000. per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products & Completed Operations Coverage; (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 Michigan 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, non-owned and hired vehicles.

4. Owner's & Contractor's Protective Liability: The Contractor shall procure and maintain during the life of this contract, Owner`s & Contractors Protective Liability with limits of liability of not less than $3,000,000. per occurrence combined single limit Bodily Injury and Property Damage. The City of Birmingham shall be Named Insured on said coverage. Thirty days Notice of Cancellation shall apply to this policy.

5. Additional Insured: Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following as Additional Insureds: " The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof".

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: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: City of Birmingham, Finance Department, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012.

7. Proof of Insurance: The Contractor shall, prior to the commencement of work under this contract, deliver to the City of Birmingham, Certificates of Insurance evidencing the coverages outlined above. If so requested, the Contractor shall deliver to the City of Birmingham certified copies of all policies outlined above.

8. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal Certificates of Insurance to the City of Birmingham at least ten (10) days prior to the expiration thereof.

EXAMINATION OF SITE

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.

LEGAL CONDITIONS

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 of Oakland County, with respect to the carrying on of public improvements.

BIDDER'S ABILITY

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 two (2) references concerning his ability to do this particular class of work. 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.

PAYMENTS

Partial payments will be made monthly to the Contractor during the satisfactory progress of the workin accordance with the Payments section of the General Requirements.

RIGHT TO ACCEPT, REJECT AND TO WAIVE DEFECTS

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.

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.

Proposals which are clearly unbalanced will also be considered as irregular, and will be subject to instant rejection by the City.

SUPPLEMENTAL SPECIFICATIONS

PROJECT 1991-M-1

The Supplemental Specifications apply particularly to this contract. If there are parts of these Specifications that differ from other sections of the Specifications the Supplemental Specifications shall take precedence.

EXISTING CONCRETE RAILING

As can be seen by visual inspection, the existing concrete railing for the steps at 588 Brookside were formed to be held in place by the adjacent wall. When constructing the east end of the proposed wall, the contractor shall modify the wall such that the existing railing shall be keyed into place, at no additional cost to the City.

REMOVE RETAINING WALL

Within Zone 2 of the project, the upper existing retaining wall shall be removed and sufficient compacted sand backfill shall be replaced to allow the installation of the new concrete sidewalk at the proposed grades. The Contractor shall take all precautions necessary to ensure that no damage to the existing lower retaining wall is incurred as a result of his operations.

REMOVE AND REPLACE RETAINING WALL

All work listed below shall be included as incidental to the cost of the bid price for the pay item per lineal foot:

A. The existing bituminous mat shall be sawcut approximately 1 foot beyond the edge of the proposed footing to allow room for forming. All bituminous material between the sawcut and the existing retaining wall shall be removed.

B. The existing retaining walls shall be removed at the points shown on the plan. The Contractor shall take all steps necessary to ensure that the existing grade and sidewalks above the existing wall shall remain intact if at all possible. Any sidewalk or any other restoration work which must be restored as a result of the Contractor's negligence shall be done at Contractor's expense. The retaining walls which shall be removed within Zone 3 of the project shall be sawcut vertically at no additional cost.

C. The Contractor shall take whatever steps necessary to maintain the existing sidewalk and stairway at 588 Brookside Drive during removal and replacement operations. Any sidewalk damaged that cannot be attributed to Contractor negligence shall be paid for by the square foot under the item "Remove and Replace 4" Concrete Sidewalk".

D. The retaining walls shall be constructed in accordance with MDOT Specification 5.03 except as modified herein. The unit price bid shall include all forming, consolidating, finishing, texturing, and curing in accordance with this specification.

E. Joints shall alternate between contraction joints and expansion joints placed at 12.5 feet on center. The expansion joints shall use 3/4" fiber joint filler and be sealed with a joint sealer as authorized in the MDOT Materials Sampling Guide.

F. All reinforcement shall be installed in accordance with the cross-sections which are a part of this contract, and in accordance with MDOT specifications. The reinforcement shall be epoxy coated in accordance with MDOT Specification 8.16.07. The Contractor shall take due care in shipping and handling of the reinforcement to ensure that the epoxy coating is not damaged prior to use.

G. As a part of the cost per lineal foot, the Contractor shall install a 6" edge drain 6 inches from the edge of the wall and 18" from the proposed final grade of pavement. The edge drains shall be connected to the downstream catch basins as a part of this cost.

H. As shown on the cross-section, porous backfill (Class II sand or aggregate) shall be installed behind the wall. In addition, a cobblestone filter shall be placed at the upstream end of each 2" PVC weephole installed.

I. The walls shall be allowed to cure in accordance with MDOT specifications for a minimum of 5 days prior to backfilling. A minimum of 7 days after pouring, the Contractor shall apply a penetrating water repellant treatment in accordance with MDOT Specification 5.03.20. The water repellant to be used shall be Iso-flex 618 (manufactured by the Harry S. Peterson Co., Inc.) or approved equal.

REMOVE AND REPLACE 4" CONCRETE SIDEWALK

Refer to the "Concrete Sidewalk Construction" specifications contained within this contract. The sidewalk sections to be removed shall be removed at the time of removal of the adjacent retaining walls, where applicable. In addition, replacement of the sidewalk shall not occur any sooner than 7 days after pouring of the new retaining wall sections.

REMOVE AND REPLACE 4" CONCRETE SIDEWALK WITH 6" INTEGRAL CURB AND THICKENED EDGE

That section of the sidewalk from south of the driveway at 588 Brookside Dr. to the point in which it pulls away from the existing retaining wall (adjacent 552 Brookside) shall be measured at 4.5 ft. wide. Approximately 12 feet south of the north end of Zone 2, where the sidewalk meets the existing retaining wall, the walk shall incorporate the 6" thickened edge per the detail which is found on the sheet labelled "Detail of Steps at 564 Brookside Dr." At a point 30 feet south of the north end of Zone 2, the walk shall also incorporate a 6" concrete curb and hand rail (to be paid for separately) also shown on the above referenced detail. The curb shall have a tapered (2" radius) opening 1 foot wide every 20 feet to accommodate drainage.

REMOVE CONCRETE STEPS (AND SIDEWALK IN AREA OF NEW STEPS) AND REPLACE WITH NEW CONCRETE STEPS

The existing sidewalk removed to install the new steps shall be included in this pay item. The sidewalk above the existing steps shall be paid for under the pay item "Remove and Replace 4" Concrete Sidewalk". The steps shall be constructed in accordance with the MDOT standard plans which are made a part of these specifications, as well as MDOT Specification 6.11, except as follows:

a. Although both sides of the steps shall have the standard curb, only the north side shall have a hand rail installed.

b. The hand rail shall be paid for separately.

HAND RAIL

The Hand Rails to be installed both along the public sidewalk and at the steps to 564 Brookside Dr. shall be custom made and brought to the site ready to install. The hand rail shall be constructed and installed in accordance with MDOT Specification 5.08.03 as well as the MDOT standard plans for concrete steps attached herewith.

The hand rail shall be painted flat black either at the factory or immediately after installation to ensure no exposure to weather.

The hand rail shall be installed no later than one week after completion of the adjacent sidewalk or steps so as to minimize the risk to the public.

AGGREGATE, 22A

The Contractor shall backfill the area for the retaining walls within the road surface area with clean porous material of either a sand or gravel nature. In addition, 3 inches below the asphalt proposed surface a minimum of 6 inches of 22A gravel shall be installed and paid for by the ton within the proposed paving areas. The aggregate shall be compacted to a minimum 95% of maximum density.

BITUMINOUS MIXTURE, 1100T, 20AA

The final asphalt surface shall be placed after subbase preparation in two courses following the asphaltic concrete specifications contained elsewhere within this contract. The Contractor shall be required to use a roller to finish the bituminous paved areas.

HORIZONTAL SAWCUT

Adjacent to 263 Ravine Street, the existing retaining wall is at such a grade that it must be lowered prior to reconstruction. As shown on the plan, approximately 22 lineal feet of the wall shall be sawcut three inches from the top surface in order to reduce the final grade of the rehabilitated wall. The sawcut must be performed such that the final surface of the rehabilitated wall shall blend easily into the sections which are not being sawcut.

REHABILITATE EXISTING RETAINING WALLS

During installation of the rehabilitated retaining wall on Ravine Street, the Contractor shall follow the specifications listed above for constructing the new concrete retaining walls on Ravine Street and Brookside Drive, in addition to the following:

A. Prior to placement of the rehabilitated wall section, the existing wall shall have all loose and foreign materials removed. The existing surface shall be blasted with either sand or water and an epoxy bonding agent shall be placed in accordance with MDOT Specification 8.16.07.

B. As part of the unit price bid for rehabilitation, the Contractor shall provide an expansion joint sawcut to 3/4" wide at each point in which an existing crack is greater than 1/16th inch wide. Sawcutting shall be performed to ensure that existing reinforcement is not cut. The joints shall have fiber joint filler and sealer installed in accordance with the above specifications. The new rehabilitated wall section shall continue the expansion joint at the same location.

BOULDER WALL

Within Zone 2 of the project, a boulder wall shall be constructed in the locations shown to provide additional slope retention above the proposed sidewalk grade, estimated at 1 foot to 2 feet height differential. The Contractor shall provide boulders averaging one foot in diameter or greater for the bottom row of the wall placed to a minimum of 3" below the concrete surface. The Contractor will be allowed to use the existing materials on the site (within Zone 2) in order to complete the upper levels of the wall. Mortar or grouting materials shall not be used but the rocks shall be placed such that they cannot be removed by hand. The boulders shall be placed such that the top of the wall is approximately 4 inches away from the edge of the sidewalk (horizontally) and at no point shall the rocks extend over the edge of the sidewalk.

CLASS A SODDING

The sod shall have 2 inches of topsoil placed underneath prior to placement of sod. The cost of the topsoil shall be incidental to the placement of sodding in these areas. The Contractor shall be responsible to ensure that the sod placed is thoroughly watered for fourteen calendar days on a daily basis.

2 INCH TOPSOIL, FERTILIZER, SEED AND MULCH

This pay item covers placing topsoil, fertilizer, seed and mulch. The work shall be done on the non-drive approach portions of the parkway sections between the new retaining walls and the existing sidewalks.

The Contractor shall excavate and grade the parkways to provide for a two (2) inch minimum thickness of topsoil graded on a uniform slope from the top of sidewalk to the top of curb.

Except as specified herein, the work under this pay item shall conform to the requirements of Section 6.53 Turf Establishment of the 1984 Standard Specifications for Construction adopted by MDOT.

Topsoil used for this work shall be approved by the City of Birmingham Department of Public Services (DPS).

Seed shall be Class A and shall be sown at a rate of 100 pounds per acre (1 pound per 436 Sq. ft.). The seed mixture shall be as follows: 30% perennial rye grass (98% minimum purity and 90% minimum germination), 30% Kentucky blue grass (90% minimum purity and 75% minimum germination), and 40% creeping red fescue (98% minimum purity and 80% minimum germination).

Chemical fertilizer shall be a seed starter fertilizer approved by the DPS and applied at the manufacturer's recommended rate.

Mulch shall be straw or excelsior and shall be spread over the surface at a uniform rate that will be loose enough to allow sunlight to penetrate and air to circulate slowly, but thick enough to shade the ground, reduce rate of water evaporation, and prevent or reduce water or wind erosion.

The Contractor may use the hydro-seed method, if the Engineer determines such method meets the intent of these specifications.

The Contractor is cautioned to avoid damage to trees and tree roots in excavating, grading, and performing the work under this pay item. If there is any question about possible damage to trees or tree roots, the contractor shall consult with the Engineer. The Engineer may authorize adjustment in the grade to protect trees and tree roots. There will be no change in the pay item quantities or price if such adjustments in grade are made. Unless otherwise authorized, no work within six feet of existing trees shall be allowed.

Payment for the work under this pay item will be made at the contract unit price per square yard.

CONCRETE MASONRY UNIT WALL AT PEABODY PARKING STRUCTURE

The work covered under this pay item is located at 222 Peabody St. on the ground floor of the northeast stair tower. The work will consist of providing all materials and labor needed to construct a concrete masonry wall on top of the existing concrete wall so as to close off access to the area underneath the stairs. The wall shall be stepped at its north end to accommodate the existing stairs and caps measuring 1" x 8" x 16" shall be used to cover the top side of the stepped block. The caps and blocks supplied shall be equal to or better than those available at

The Boomer Co.
1940 E. Forest
Detroit, MI

Any cleanup required will be considered incidental to this work.

GENERAL REQUIREMENTS

DEFINITION OF TERMS

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 1.01 Definitions of Terms of the Current Standard Specifications for Highway Construction adopted by the Michigan Department of State Highways and Transportation, with the following additions or exceptions:

City - The corporation of the City of Birmingham, Michigan.

Commission - The City 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.

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.

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.

INTENT OF THE PLANS, SPECIFICATIONS, AND CONTRACT

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.

INCREASED OR DECREASED QUANTITIES

The Engineer shall have the right under the contract to make increases and decreases in quantities and changes in the plans, as may be necessary to ensure the completion of the contemplated work subject to the following requirements.

affected, if justified by evidence presented by the Contractor.

4. In special cases where the adjustments provided by the previous paragraphs in this Subsection do not provide equitable renumeration for the work required by the change in quantities, the Engineering may adjust the contract unit prices for the portion of the item affected, if justified by evidence presented by the Contractor.

EXTRA WORK

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.

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:

For all labor and 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.

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.

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.

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.

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.

ALTERATION IN CHARACTER OF WORK

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.

COORDINATION OF SPECIFICATIONS AND PLANS

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.

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.

AUTHORITY OF ENGINEER

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.

INSPECTION

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.

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 the 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.

SUPERVISION

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.

TIME AND SEQUENCE OF WORK

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.

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.

RELATION TO OTHER CONTRACTORS

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.

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 interests 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.

CONSTRUCTION STAKES

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.

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.

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.

SOIL CONDITIONS

The Contractor shall make his own determination of the soil conditions and he shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the City.

MATERIALS FURNISHED BY THE CITY

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.

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.

The City may, at its discretion, furnish to the Contractor, any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

STORED MATERIAL

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, or with 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.

REJECTED MATERIAL

If any materials used in the work, or brought upon the ground, or selected for use in the work, shall be condemned by the Engineer or 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.

WATER SUPPLY

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.

The Contractor shall provide for his employees an adequate supply

of drinking water taken from the City mains.

SANITARY REGULATIONS

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.

PERMITS AND LICENSES

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.

LAWS AND ORDINANCES

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 time 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.

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.

The Contractor and his sub-contractors 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.

PROPERTY AND SURVEY MONUMENTS

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.

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.

BUILDINGS AND OTHER STRUCTURES ENCOUNTERED

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.

Wherever settlement or lateral movement of structures might occur, adequate or underpinning or other means of support shall be installed. Where necessary such support shall be installed in advance of construction.

PROTECTION TO TREES AND SHRUBBERY

The Contractor shall take ample precautions to protect all trees and shrubbery from damage from any of his operations. Trees or shrubbery shall be surrounded by protective posts or fencing before construction work begins, if, in the judgment of the Engineer, such precautions are necessary.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequence 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 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.

RESPONSIBILITY FOR DAMAGE TO WORK

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.

INDEMNITY

To the fullest extent permitted by law, Contractor shall 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 connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Birmingham, by reason of personal injury, including loss of use thereof, which arises out of or is in any way connected or associated with this contract, including but not limited to any acts by his agents, employees, workmen or independent contractors.

INSURANCE

The Contractor shall comply with the INSURANCE requirements set forth in the General Instructions to Bidders.

PUBLIC TRAVEL

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.

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.

PUBLIC SAFETY

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 consequence 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.

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.

If any portion of the work is not properly barricaded, signed or lighted by one-half 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.

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.

Barricades, signs, and lights shall be erected in accordance with the provisions of the Michigan Manual of Uniform Traffic Control Devices.

MAINTAINING SERVICE TO DRAIN, WATER MAINS, ETC.

The Contractor shall maintain in continuous and effective service all drains, sewers, watercourses and water main touched during the progress of the work. If it should become necessary, temporarily, to 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 consequence.

NOTIFICATION OF UTILITIES

The Contractor shall notify all utilities of his intention to excavate or otherwise cause any underground disturbance, by calling MISS DIG at least two (2) full working days before commencing such excavating or disturbance.

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.

SUBLETTING OR ASSIGNING

The Contractor shall perform without subletting, or least twenty-five (25) percent of the work provided for in this contract, computed on the basis of cost.

The sub-letting 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 sub-contractors, 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 for an experienced in that kind

of work, that has proper financial resources to enable him to carry it out.

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.

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.

DISCHARGE OF EMPLOYEES

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.

PROSECUTION OF WORK

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; and in case of the Contractor's neglect to do so, the Engineer may, 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.

EXTENSION OF TIME

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; by reason of authorized extra work; or by reason of any delay on the part of the City in doing work or furnishing material, the Contractor shall have no claim for 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 week from the time when any such cause for delay occurs.

SUNDAY AND HOLIDAY WORK

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.

NIGHT WORK

No work shall be carried on from sunset 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".

MEASUREMENT OF QUANTITIES

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.

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.

Structures will be measured according to neat lines provided on the plans or by authorization.

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.

CLEANING UP

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.

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 manner as the Engineer may require.

Before leaving the ground, he shall replace and put in good repair all fences, telephone poles and lines, roadways and other property that may have been damaged by him the progress of the work.

UNNOTICED DEFECTS

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.

FINAL INSPECTION

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.

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 Contract, 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 moneys due or which may become due the Contractor.

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.

PAYMENTS

Partial payments will be made monthly on the basis of the value of work completed during the estimate period, less the percentages retained as specified herein, provided the work is progressing in accordance with the progress schedule, provided the written orders of the Engineer have been or are being fulfilled, and provided the time of completion has not elapsed.

The Contractor shall submit requests for partial payments and final payment based upon the value of the work performed and materials complete in accordance with the contract. Such requests shall: (1) be submitted in writing to the Engineer; (2) be submitted by a person designated by the Contractor; and (3) be submitted in a manner and at such times as approved by the Engineer.

If the Contractor fails to submit a request for a payment, as specified, the Engineer may prepare a Contractor's Estimate for such payment.

Except has hereinafter provided, the City will retain 10 percent from the partial payments of the amount earned up to 50 percent of the Contract price. After 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 10 percent of the value of the work over 50 percent of the Contract price.

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.

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 stating therein, and a release of all claims against the City arising under and by virtue of this Contract.

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.

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.

For a Contract having a dollar value of less than $30,000.00, or a Contract having three months or less between the date of the Contractor and the Contract Time of Completion:

1. The City will retain 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.

SETTLEMENT OF DISPUTES

Any disputes arising under this Contract, except for disputes covered by the Payments section of these General Requirements, 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 the Contractor feels aggrieved, he shall advise the City of any dispute he has arising out of his contract and shall demand that the City elect that the dispute is to be resolved by submitting it to compulsory arbitration or by the commencement of a suit in the Oakland County Circuit Court or any other court having jurisdiction. The City shall make its election within 30 days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. The Oakland County Circuit Court or any court having jurisdiction may render a judgment upon the award of the arbitrators. In the event that the City elects not have the matter in dispute arbitrated or fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court. In the event that the City elects not to have the matter in dispute arbitrated or fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court. In the event that the City feels aggrieved, it shall elect the method of resolving its dispute by either demanding that the matter be arbitrated or by filing a suit in the Oakland County Circuit Court.

MAINTENANCE AND GUARANTY

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.

CONFLICT OF INTEREST

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, his 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.

3-5-91

SPECIFICATIONS

ASPHALTIC CONCRETE

(BITUMINOUS SURFACING)

Asphaltic concrete surface courses, asphaltic base course, and related work, as designated, shall meet the requirements as specified in the current Standard Specifications for Highway Construction adopted by the Michigan Department of Transportation (MDOT) with the following additions or exceptions:

ASPHALTIC - BITUMINOUS

For purposes of these specifications, the words "asphaltic" and "bituminous", and comparable variations of such words, will be considered to be interchangeable.

MAINTAINING TRAFFIC

The Contractor shall furnish, erect and maintain road construction barricades in accordance with current Michigan Manual of Uniform Traffic Control Devices.

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.

MATERIALS

Bond Coat - Bond coat shall be SS-1h.

Asphalt - Asphaltic cement shall be penetration grade 85-100.

Bituminous Mixtures - Bituminous mixtures shall meet the requirements specified in the Materials section of these specifications.

REPAIRING CONCRETE CURB

Concrete for concrete curb repairs shall meet the requirements for concrete for cement concrete pavement construction. Repairs to concrete curb shall be made as shown on the sketch attached at the end of this section. The surface on which the new concrete

cap is to be poured shall be kept clean and the bonding agent and new concrete cap shall be poured as soon as practicable after the concrete has been removed.

In the event any section of curb to be repaired is less than two (2) feet long, such section will be considered to be two (2) feet long for payment purposes.

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, payment will be made for one (1) lineal foot of "Saw Cutting" for each joint cut.

Payment for "Repairing Concrete Curb" will be made at the contract unit price per lineal foot, which price will be payment in full for removing failed curb, pouring concrete cap and back-filling and seeding complete.

ADJUSTING CASTINGS

This work will consist of adjusting manhole, gatewell, and drainage structure castings to the elevation of the finished surface in accordance with the "Adjusting Drainage Structure Covers" section of the MDOT specifications.

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.

Prior to placing the top course of asphaltic concrete, the area around castings shall be filled with asphaltic concrete to the elevation of the leveling course.

Variable adjusting castings shall not be used unless specifically authorized by the Engineer.

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 DPS yard on Eton Road. That work will be considered to be incidental to Adjusting Castings.

CHIPPING CONCRETE PAVEMENT FOR JOINTS

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.

REMOVING BITUMINOUS SURFACE FOR JOINTS

This work will consist of stripping joints in existing bituminous surfaces in accordance with the "Removing Bituminous Surface" section of the MDOT specifications. This item does not apply to the removal of bituminous surface for "Hand Patching".

CHIPPING PAVEMENT AROUND STRUCTURES

At drainage structures not to be adjusted, the existing concrete or asphaltic pavement surface shall be cut back up to 1.5 feet, as designated by the Engineer, around the casting to a depth of at least one inch, for the full width of the joint.

HAND PATCHING - INCLUDES REMOVING BITUMINOUS SURFACE

Hand patching shall be performed where called for in the specifications or where directed by the Engineer.

Hand patching will not include wedging of low areas.

Hand patching will 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 material approved by the Engineer. "Weak areas" are areas where pavement surfaces are badly deteriorated or cracked into small sections.

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.

Except as provided herein, this work shall conform to the requirements of the "Hand Patching" section of the MDOT specifications.

JOINT CLEANOUT

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. There is no pay item for this work, as such work is considered to be incidental to the project.

BOND COAT

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.

The amount of bond coat applied to new asphaltic surfaces shall be 0.10 gallon per square yard, or less if directed by the Engineer.

Bond coat shall not be diluted, unless authorized by the Engineer.

3-26-82

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.

There is no separate pay item for bond coat as such work is considered to be incidental to asphaltic surfacing.

The Contractor shall furnish tickets or other satisfactory evidence showing the quantity of bond coat used in order to verify the application rate.

PLACING BITUMINOUS MIXTURE

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.

MEETING DRIVEWAYS OR OTHER SURFACES

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.

The Contractor shall place bond coat over abutting areas to be surfaced.

There is no separate pay item for this work and payment will be included under the pay item for the asphaltic mixture used.

BASIS OF PAYMENT

"Removing Bituminous Surface for Joints" will be paid for at the contract unit price per square yard, which price shall be payment in full for stipping existing bituminous surface from the existing base to provide joints of the required thickness at locations as directed by the Engineer.

3-18-85

Chipping Pavement Around Structures will be paid for as follows:

(1) Where the chipping is in concrete, payment for chipping at each structure will be made at the contract unit price for six (6) lineal feet of "Chipping Concrete Pavement for Joints." (Note: Such payment is the equivalent of eighteen (18) square feet).

(2) Where the chipping is in asphaltic concrete, payment for chipping at each structure will be made at the contract unit price for two (2) square yards for "Stripping Asphaltic Concrete Pavement for Joints."

"Hand Patching - Includes Removing Bituminous Surface" will be measured by weight in tons of bituminous material required to fill the holes, depressions, and joints as directed by the Engineer. Payment for this work will cover removal of existing surface materials, and furnishing and placing bituminous material.

3-18-85

CONSTRUCTION

CEMENT CONCRETE PAVEMENT

EQUIPMENT

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.

MAINTAINING TRAFFIC

The Contractor shall furnish, erect and maintain road construction barricades in accordance with the current Michigan Department of State Highways specifications, and the current Michigan Manual of Uniform Traffic Control Devices.

If a detour is established, the City will furnish and place all necessary posts and detour signs at no cost to the Contractor.

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 metal shall be opened to traffic prior to authorization by the Engineer.

CONCRETE PAVEMENT REMOVAL

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.

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.

CUTTING TREE ROOTS

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.

EXCAVATION

All earth and other material shall be excavated for the full depth and width of the cross section as given on the plans.

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 two (2) inches in diameter shall be considered as incidental to the work of excavation.

The Contractor shall rough grade as close as possible to finished subgrade leaving a minimum to be removed in fine grading.

Excavated material shall be disposed of by the Contractor in the following order of preference:

(a) Along the site of the work to fill requirements of the work.

(b) At the Contractor's own dump sites.

Excavation material hauled beyond the limits of construction shall be carried in trucks, as the use of earth moving equipment will be permitted only within the limits of construction.

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.

Excavation for manholes, catch basins, inlets and gatewells shall be included in the price bid for these items.

All excavated material stored along the line of the 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.

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.

PREPARATION OF SUBGRADE

The subgrade shall be smoothed, trimmed and compacted to 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.

Compaction shall be accomplished by a 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.

No concrete shall be placed on the subgrade until the subgrade has been approved by the Engineer.

The cost for preparation of subgrade will be paid for under the item "Excavation" and not as a separate pay item.

Existing manholes, water 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.

FORMS

Forms shall be of metal, of an approved section which will insure their rigidity under the impact, thrust and weight of the heaviest machine carried on them.

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, 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.

Flexible forms and hand finishing will be required on all pavement where the edge of pavement radius is less than two hundred (200) feet.

Where tree roots may not be cut enough to allow room to use forms as specified above, wood forms (planks) may be used.

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 from 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.

All forms shall be thoroughly cleaned and oiled before concrete is placed against them.

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.

CONCRETE

Mixture - The concrete mixture shall be Grade 35 P, Type IA portland cement, and 6.0 sacks (564 lbs.) of cement per cubic yard.

Ready Mixed Concrete - Central mixed or transit mixed concrete will be permitted. The source of ready-mixed concrete shall be approved by the Engineer.

Admixtures - Admixtures shall be used only when specified or authorized by the Engineer.

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.

Water shall not be added to the concrete at any time without specific permission by the Engineer.

POURING CONCRETE

The subgrade shall be in a moist condition at the time concrete is placed.

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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 rehandling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.

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.

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.

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, and away from artifical 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.

No concrete shall be poured on a frozen, dry or uncompacted subgrade.

PAVEMENT CONSTRUCTION

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.

The concrete shall then be floated by means of a hand operated wood float not less than five (5) feet long.

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.

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 its length and the operations repeated.

Depressions found in the surface shall be filled with fresh concrete and consolidated by floating with a long handled float not less than five (5) feet in length. This float may also be used to smooth sections of the surface which may have become rough or torn by scraping with 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.

The surface shall 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.

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.

Transverse contraction 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.

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 from the true cross-section as shown on the plans, and no portion shall be more than one-quarter (1/4) inch below a straight-edge ten (10) feet in length laid on the pavement parallel to the centerline of the street.

Immediately following final finishing operations, the gutter line shall be water tested to assure uniform grade and complete drainage.

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.

Any laitance deposited on pavements shall be immediately cleaned off.

The paving mixer willnot be permitted on completed pavement and vehicles will be permitted only after the concrete has obtained a compressive strength of 3500 psi. Any equipment wheels (including finishing machine) shall operate at least one (1) foot from the edge of the pavement.

JOINTS

Pre-moulded bituminous expansion joints, construction joints, pre-moulded bituminous contraction joints and sawed longitudinal contraction joints shall be placed in all pavement. 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.

Expansion Joints - Expansion joints shall be one (1) inch thick and of the pre-moulded 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 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.

Contraction Joints - Transverse contraction joints shall be made of pre-moulded bituminous material one-quarter (1/4) inch thick. Contraction joints shall be edged at the curb.

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Contraction joints shall be properly aligned and shall butt against adjacent sections with no space between ends.

All 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.

If the Contractor elects to construct a full width pavement with a center longitudinal contraction joint, said joint shall be saw 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.

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.

REMOVAL OF FORMS

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.

After the forms have been removed, the ends of all joints shall be cleaned and all honeycombed areas pointed.

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.

WHITE MEMBRANOUS CURING

After finishing operations have been completed and immediately after the free water has left the surface, the surface

of the slab shall be completely coated and sealed with a uniform layer of white membranous curing compound.

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.

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.

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.

CLEANUP AND GRADING

This work shall consist of grading the area between the edge of the new pavement and the property line.

For "Cleanup and Grading - Class A", the ground shall be graded on a uniform slope from two (2) inches below top of curb (or top of pavement, if there is no curb) to two (2) inches below the street edge of the sidewalk or to two (2) inches below the property line grade, if there is no sidewalk.

For "Cleanup and Grading - Class B", the ground shall be graded on a uniform slope from top of curb (or top of pavement, if there is no curb) to the street edge of the sidewalk or to the property line grade, if there is no sidewalk.

If these provisions should involve destroying or regrading improved lawns and parkways, the Contractor shall confer with the Engineer before starting the grading. Where strip pavement is constructed, shoulders shall be constructed according to cross section shown on plans.

Wherever lawn areas are unnecessarily damaged by the Contractor he will be required to repair any such areas at his own expense.

Payment for these items will be made at either the contract unit price for "Cleanup and Grading - Class A" or "Cleanup and Grading - Class B" per station of one hundred (100) feet, which shall include both sides of the street from curb to property line. Stations will be measured along the centerline of the paving.

GRADING AT INTERSECTIONS

The Contractor shall grade from the complete paving at a grade not exceeding one (1) inch in twenty (20) inches at all places where the paving adjoins roadways. At earth roadways, the regarded 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.

There will be no additional payment for this work and the cost of such should be included in the price bid for concrete pavement.

GRANULAR FILL

Granular fill, where required, shall be placed in layers not to exceed six (6) inches in depth. Granular fill shall be thoroughly compacted by mechanical means.

Payment for "Granular Fill" will be made at the Contract unit price per cubic yard (loose measure).

CURB, CURB AND GUTTER

The concrete mixture for curb or curb and gutter shall be Grade 35 S, 6AA coarse aggregate, Type IA portland cement, and 6.0 sacks (564 lbs.) of cement per cubic yard. Where curb or curb and gutter is being constructed in conjunction with concrete pavement construction, the Engineer may authorize the use of 6A coarse aggregate. Admixtures shall be used only when specified or authorized by the Engineer.

Joints in integral curb shall line up with and be the same type as those in the concrete pavement. 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.

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 one (1) inch of the gutter at driveways as directed by the Engineer. Paving and placing of integral curb shall proceed simultaneously and follow immediately the placing of pavement concrete.

Form excavations on the street side of curb and gutter sections shall be backfilled with road gravel and thoroughly compacted.

SIDEWALK

New sidewalk shall be constructed at intersections and locations shown on the plans or designated by the Engineer.

Payment for sidewalk removal and for new sidewalk will be made for the contract unit prices per square foot.

DRIVES

The Contractor shall remove and replace, or construct gravel, asphalt or concrete drives adjacent to new construction, where designated by the Engineer.

Drives shall be constructed on a uniform slope from the gutter to the sidewalk, property line or place designated by the Engineer.

Gravel Drives - The existing material shall be excavated and road gravel placed at a minimum thickness of six (6) inches compacted. Payment will be made at the contract unit price per cubic yard of gravel (loose measure) which will be payment in full for excavating, and for furnishing, placing and compacting gravel.

Asphalt Drives - The existing material shall be excavated and a minimum thickness of one and one-half ($1\frac{1}{2}$) inches of hot mixed asphaltic concrete 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. Payment will be made at the contract unit price per square yard which will be payment in full for constructing the drive complete.

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.

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.

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.

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CONCRETE HEADERS

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.

Payment will be made at the contract unit price per square yard for the adjoining concrete pavement.

SAW CUTTING

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.

No additional payment will be made for saw cutting pavement joints or for saw cutting done for the Contractor's convenience.

CHIP CURB AND SURFACE WITH ASPHALTIC CONCRETE

The work included in this pay item will consist of chipping off the top of an existing curb to at least one and one-half ($1\frac{1}{2}$) inches below the existing asphalt gutter elevation and filling in the chipped area with 31A asphaltic concrete.

Payment for "Chip curb and surface with asphaltic concrete" will be made at the contract unit price per lineal foot of curb chipped off and surfaced.

REMOVE CONCRETE CURB OR CURB AND GUTTER

Payment for this work will be made at the contract unit price per lineal foot, and will cover the removal of concrete curb and gutter sections, with or without any asphaltic concrete surfacing on the gutter pan.

DAMAGE BY CONSTRUCTION

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.

BASIS OF PAYMENT

"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.

Payment for integral curb will be included in the contract unit price per square yard for concrete pavement with integral curb.

"Pavement reinforcement" will be paid for at the contract unit price per square yard, which price will be payment in full for furnishing and placing the material.

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CONCRETE SIDEWALK CONSTRUCTION

SIDEWALK THICKNESS

Sidewalks shall be four (4) inches thick, except across driveways, where they shall be six (6) inches thick.

DISPOSAL OF WALK AND EXCAVATED MATERIALS

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.

PREPARATION OF SUBGRADE

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.

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.

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.

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.

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.

PROTECTION OF TREES

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 this work of cutting and removing the roots and curving the walk around the trees shall be included in the unit price bid, as no extra cost will be allowed for this work. The City Forestry Department may elect to cut and remove certain tree roots, but the Contractor shall submit his bid based on performing all of the necessary root cutting and removal.

FORMS

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.

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.

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.

Forms shall be of the full depth specified for the walk.

FORMING

Forms must be used for all edges of all sidewalk construction.

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.

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.

Before placing concrete, forms shall be thoroughly cleaned and oiled.

CONCRETE MIXTURE

The concrete mixture shall be Grade 35S, 6AA coarse aggregate, Type IA portland cement, and 6.0 sacks (564 lbs.) of cement per cubic yard.

7-3-84

ADMIXTURES

Admixtures shall be used only when specified or authorized by the Engineer.

CONCRETE

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.

Water shall not be added to the concrete at any time without specific permission by the Engineer.

PLACING AND FINISHING CONCRETE

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 re-removed from the space to be occupied by the concrete.

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 rehandling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.

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.

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, and away from artifical 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.

No concrete shall be poured on a frozen, dry or uncompacted subgrade.

5-2-77

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.

The end of a run of concrete shall not remain unformed for more than one-half 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.

JOINTS

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.

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.

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.

Expansion Joints - Expansion joints shall be of the pre-moulded non-extruding bituminous fiber filler type.

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 (1) one-half (1/2) inch thick expansion joint shall be used in the repair unless existing expansion joints are less than thirty (30) feet on either side of the repair. 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.

Expansion joint filler shall extend to the full depth of the sidewalk and the top shall be flush with the finished surface of the sidewalk.

Expansion joints shall be installed and rigidly held in place prior to placing concrete at the joint.

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 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.

Slab division forms shall remain in the concrete a sufficient length of time to insure permanent separation of the concrete.

WHITE MEMBRANOUS CURING

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.

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.

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.

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.

5-2-77

REMOVAL OF FORMS

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.

PROTECTION OF EXISTING LAWNS

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 the sod with a square nosed shovel on a parallel line to the sidewalk.

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.

UNDERGROUND SPRINKLER SYSTEMS

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.

SERVICE WALKS

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.

Payment for replacement of service walks will be made at the contract unit price for four (4) inch concrete sidewalk replacement.

CONSTRUCTION AT PAVED DRIVEWAYS

Sidewalk replacement (concrete driveways) - 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.

Sidewalk replacement (asphalt drives) - 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. The City will replace the asphalt at no cost to the Contractor. There will be no additional payment made for cutting the neat joints, removing asphalt, and placing road gravel in the form excavations. 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.

New Sidewalk (concrete driveways) - 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. The Contractor will be paid for removing and replacing concrete at the drive at the contract unit price per square foot for sidewalk work. The Contractor will also be paid for saw cutting at the contract unit price per lineal foot.

New Sidewalk (asphalt drives) - 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. The City will perform all necessary regrading at the drive, place additional base material and replace the asphalt surface at no cost to the Contractor. There will be no additional payment made for cutting the neat joints, removing the asphalt, and placing road gravel in the form excavations.

CONSTRUCTION AT UNPAVED DRIVEWAYS

The Contractor shall backfill the form excavation across unpaved drives with the same type material as exists in the adjacent driveway.

GRADING

For new sidewalk construction, the Contractor shall grade to a uniform slope from the top of walk to top of curb, and from the walk to the property line. In the event there is no curb, grading shall be done for a distance of ten (10) feet towards the centerline of the street to the existing grade. If this provision should involve destroying or regrading established lawns and parkways, the Contractor shall confer with the Engineer before starting such grading.

Grading and cleanup work shall be done as soon as possible following the completion of any section of sidewalk, and in no case shall more than (2) consecutive days (excluding Sundays and holidays) elapse from the time any section of sidewalk is placed until the adjacent grading and cleanup is completed.

In establishing lawns, the Contractor shall place a minimum of two (2) inches of topsoil in all form excavations and on all regraded 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.

In unimproved areas, clean excavated material may be used for grading.

SIDEWALK RAMPS

Sidewalk ramps shall be constructed in accordance with these Concrete Sidewalk Construction specifications and in accordance with the City of Birmingham Standard Details for Sidewalk Ramps and Brick Paver Sidewalk.

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.

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.

BARRICADES AND LIGHTS

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.

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.

Barricades shall be placed where sidewalks under construction join sidewalks or driveways which are open for use.

Lights shall be placed at the beginning and end of construction in each block. Where such lights are more than 500 ft. apart, intermediate lights shall be placed so that the distance between any light does not exceed 500 ft.

CONCRETE PAVEMENT REPAIR

Concrete Pavement Repair of the type specified shall meet the MDOT specification for Concrete Pavement Repair (Section 4.52).

The work will involve removing existing pavement and placing concrete of the specified thickness to the surface elevation of the concrete pavement. The surface of the repair concrete shall be held 2 inches below the surface elevation of an asphaltic concrete pavement. The Contractor will not be required to place asphalt surfacing, unless such surfacing is otherwise specified.

All joints between new and existing concrete sections shall be tied together with five-eights (5/8) inch hook bolts installed at a maximum spacing of 40 inches c.c. There will be no additional payment for furnishing and installing hook bolts (pavement ties) as such work is considered incidental to Concrete Pavement Repair.

Any saw cutting required for this work will be paid for separately.

REPAIR CONCRETE CURB

Concrete for concrete curb repairs shall meet the requirements for concrete for sidewalk construction. Repairs to concrete curb shall be made as shown on Detail 4 of the "Standard Details for Sidewalk Ramps and Brick Paver Sidewalks" for the full height of the curb. Care should be taken to keep damage

to the asphalt on the gutter pan to a minimum. The surface on which the new concrete cap is to be poured shall be kept clean and the bonding agent and new concrete cap shall be poured as soon as practicable after the concrete has been removed.

REMOVE AND REPLACE CONCRETE CURB OR CURB AND GUTTER

Concrete for concrete curb or curb and gutter shall meet the requirements for concrete for sidewalk construction. The cross-section of new curb or curb and gutter shall match the cross-section of the curb or curb and gutter immediately abutting. No asphalt repairs will be required on new gutter pan in those areas where the street is covered with asphalt surfaced course. The new concrete gutter pan shall be kept approximately 2 inches below asphalt to receive new asphalt surface material to be installed by City.

The Contractor will not be required to place steel reinforcing in new curb or curb and gutter.

The Engineer shall have the option of requiring the Contractor to remove and replace a complete section of concrete curb, usually 10 lineal feet in length, or part of a section of curb. For the partial sections, the Contractor will be directed by the City to either saw cut before breaking out bad sections of curb or to break off the bad portion of the curb section without saw cutting in an attempt to make a relatively straight joint on which to bond the new concrete curb. If in the opinion of the Engineer the edge formed by breaking the concrete is unsatisfactory, the Contractor will be required to saw cut a new edge. In that case, the Contractor will be paid for this work by the contract unit price for saw cutting.

PAYMENT

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 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.

Granular fill required below four (4) inches below bottom of proposed sidewalk will be paid for at the contract unit price per cubic yard for granular fill, which price will be payment in full for furnishing and placing the fill. The quantity of fill will be determined by the average end area method for all fill used below four (4) inches below bottom of walk within limits of one (1) foot outside of each edge of the new sidewalk. No payment will be made for this item, if the quantity at any one location amounts to less than one (1) cubic yard.

6/18/85

There will be no additional payment for removing and replacing unstable subgrade.

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.

Payment for "Repair Concrete Curb" will be made at the contract unit price per lineal foot, which price will be payment in full for removing curb, pouring concrete cap and backfilling complete.

Payment for "Remove and Replace Concrete Curb or Curb and Gutter" will be made at the contract unit price per lineal foot, which price will be payment in full for removing the existing curb or curb and gutter and construction of the new curb or curb and gutter complete.

6/18/85

MATERIALS

GENERAL

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.

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.

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.

Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, adopted by the Michigan Department of Transportation.

BITUMINOUS MIXTURES

The Contractor shall submit to the Engineer the proposed mix design for each bituminous mixture to be used in the contract. Each such mix design shall be submitted at least 2 weeks prior to the date of intended use of the mixture. If requested by the Engineer, the Contractor shall furnish representative samples of materials proposed to be used in a mixture for use by a testing laboratory. The Engineer may approve the proposed mix design or may require variations in the mixture within the specified limits. The Contractor shall not place any bituminous mixture until the design of such mixture has been approved by the Engineer. As the work progresses, the Engineer may require variations in the mixture within the specified limits.

5-22-80

CASTINGS

Castings for catch basins, inlets, manholes, and gatewells shall be as per the details on the City of Birmingham "Underground Structures and Water Main Standards."

CAST IRON AND DUCTILE IRON WATER PIPE AND FITTINGS

Cast Iron Water Pipe - All cast iron pipe shall conform to the American National Standard specification ANSI A21.6 or ANSI A21.8, latest revision, for cast iron pipe. Pipe wall thickness shall be in accordance with the following: 6 inch diameter pipe shall be thickness class twenty-four (24), 8 inch, 10 inch, and 12 inch diameter pipe shall be thickness class twenty-five (25), and 16 inch diamter pipe shall be thickness class twenty-six (26). Joints shall be push-on type conforming to ANSI A21.11, latest revision.

Ductile Iron Water Pipe - All ductile iron pipe shall conform to ANSI A21.51, latest revision, for Ductile Iron Pipe, thickness class fifty-four (54). Joints shall be push-on type conforming to ANSI A21.11, latest revision.

Lining - Cast iron pipe and ductile iron pipe shall be cement mortar lined and bituminous seal coated in accordance with ANSI A21.4, latest revision.

Fittings - Fittings shall be furnished in accordance with ANSI A21.10, latest revision. Joints shall be mechanical joint or push-on, conforming to ANSI A21.11, latest revision. When called for on the plans or supplemental specifications, fittings shall be cement mortar lined as detailed for pipe.

HYDRANTS

Hydrants shall be: $5\frac{1}{4}$" Traverse City 1-W-AWWA Fire Hydrants, 6" mechanical joint inlet, two - $2\frac{1}{2}$" hose nozzles, one pumper nozzle, 5' 6" trench, plugged drain, block bolts, Birmingham standard with assessories.

GATE VALVES

Gate valves of the size specified shall equal or exceed the requirements established by the American Water Works Association. Gate valves shall be iron body, bronze mounted, double disc, parallel seat, mechanical joint, and open to the left.

VALVE BOXES

Valve boxes shall be three piece - $5\frac{1}{4}$" shaft diameter. The cover shall be marked "WATER". The length of the box shall be adequate for the depth of cover at the particular valve location.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned MACOMB CONTRACTING CORP. 18025 Fifteen Mile Rd., Fraser, Michigan as Principal, and INTERNATIONAL FIDELITY INSURANCE COMPANY 24 Commerce St., Newark New Jersey 07102 as Sureties, are hereby held and firmly bound unto the CITY OF BIRMINGHAM, MICHIGAN in the sum of FORTY-THREE THOUSAND SIX HUNDRED EIGHTY Dollars ($ 43,680.00) 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 19th day of September, 19 91.

WHEREAS, the above bounded Principal has entered into a certain written contract with the above named City of Birmingham, Michigan, dated _____ day of _____, 19_____ for the construction of Brookside Drive and Ravine Street Retaining Walls MCC Job no. 91-159 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 or the specifications accompanying the same shall in anywise affect 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.

3-27-90

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.

Witnessed:

MACOMB CONTRACTING CORP.

By

Leonard L. Capaldi, President
Principal

INTERNATIONAL FIDELITY INSURANCE COMPANY

By

Michael Hantman (Atty-in-Fact)

CP 90283

3-27-90

LABOR AND MATERIAL BOND

THE CITY OF BIRMINGHAM, MICHIGAN

KNOW ALL MEN BY THESE PRESENTS, that we MACOMB CONTRACTING CORP. 18025 Fifteen Mile Rd., Fraser, Michigan of the _____ hereinafter called the Principal and INTERNATIONAL FIDELITY INSURANCE COMPANY 24 Commerce Street, Newark, New Jersey 07102 hereinafter called the Surety, are held and firmly bound unto the People of the State of Michigan in the sum of FORTY-THREE THOUSAND SIX HUNDRED EIGHTY Dollars ($ 43,680.00), in lawful money of the United States, for the payment whereof, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally this 19th day of September A. D. 19 91 .

WHEREAS, the above named Principal has entered into a contract with the CITY OF BIRMINGHAM, MICHIGAN dated the _____ day of _____ A. D. 19_____, wherein said Principal has covenanted and agreed as follows, to wit:

To furnish all the labor and material for the construction of Brookside Drive and Ravine Street Retaining Walls

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan for 1963, as amended by Act No. 351 of the Public Acts of Michigan for 1972,

NOW THEREFORE, the condition of this 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.

6-26-73

Witnessed:

MACOMB CONTRACTING CORP.

Leonard L. Capaldi, President

Principal

INTERNATIONAL FIDELITY INSURANCE COMPANY

By

Michael Hantman (Atty-in-Fact)

Surety

CP 90283

6-26-73

PROPOSAL

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, hereby propose to perform everything to be performed and to provide and furnish all labor, materials, except as otherwise specified, necessary to perform and complete in a workmanlike manner all of work required to be performed for Brookside Drive and Ravine Street Retaining Walls, Project 1991-M-1, 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 prices as here stated and further defined in the specifications.

Item	Est. Quan.	Unit	Unit Price	TOTAL
1. Remove Retaining Wall	94	Lin.Ft.	25.00	2350.00 ✓
2. Remove and Replace Retaining Wall Section #1	81	Lin.Ft	155.00	12555.00 ✓
3. Remove and Replace Retaining Wall Section #2	75	Lin.Ft.	93.00	6975.00 ✓
4. Remove and Replace 4" Concrete Sidewalk	649	Sq.Ft.	3.00	1947.00 ✓
5. Remove and Replace 4" Concrete Sidewalk with Thickened Edge	81	Sq.Ft.	5.00	405.00 ✓
6. Remove and Replace 4" Concrete Sidewalk with 6" Integral Curb and Sidewalk with Thickened Edge	509	Sq.Ft.	6.00	3054.00 ✓
7. Remove Concrete Steps (and Sidewalk in Area of New Steps) and Replace with New Concrete Steps	1	EACH	2000.00	2000.00 ✓

Item	Est. Quan.	Unit	Unit Price	TOTAL
8. Hand Rail	1	Lin.Ft.	175.00	175.00
9. Remove Existing Concrete and Install Curb Det 1	23	Lin.Ft.	25.00	575.00
10. Remove and Replace Curb and Gutter Det 2	14	Lin.Ft.	25.00	350.00
11. Curb Repair, Det 11	13	Lin.Ft.	25.00	325.00
12. Aggregate, 22A	66	TON	15.00	990.00
13. Bituminous Mixture 1100T, 20 AA	32	TON	70.00	2240.00
14. Horizontal Sawcut	23	Lin.Ft.	35.00	805.00
15. Rehabilitate Existing Retaining Wall	213	Lin.Ft.	28.00	5964.00
16. Boulder Wall	60	Lin.Ft.	30.00	1800.00
17. Class A Sodding	30	Sq.Yds.	10.00	300.00
18. 2" Topsoil, Fertilizer Seed and Mulch	79	Sq.Yds.	5.00	395.00

Item	Est. Quan.	Unit	Unit Price	TOTAL
19. Concrete Masonry Unit Wall at Peabody Parking Structure	26	Sq.Ft.	25.00	650.00

TOTAL BID $43,855 ✓ 1.03

✓ PTO 9-3-91

43680.00 without handrail

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 bands 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 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 MACOMB CONTRACTING Corp

Street Address 18025 15 Mile

City Fraser

State MI Zip 48026

Telephone 790-1300

Date 9/3/91

Signed by [signature]

Print Name DAVID. A. BADE

Title VICE PRES

Witnesses ....Donna Cooper.....
....Jerome J. Tegpall.....

If a corporation, give state in which incorporated Mich

Give below at least two references as to ability to do work proposed. City of Richmond Project

Name McNamee Porter & Seeley — Ken Kingsley

City Ann Arbor

State MI Zip

Telephone Number 313-665-6000

Wayne Memorial High School Steam Tunnel Renovation

Name Lane, Riebe Weiland, Arch — John Buntine BUNTINE

City Farmington

State MI Zip

Telephone Number ~~[illegible]~~ 313-478-0430

BROOKSIDE DRIVE AND RAVINE STREET
RETAINING WALLS

PROJECT 1991-M-1

BIRMINGHAM, MICHIGAN

CONTRACT

AGREEMENT made this 25 day of SEPTEMBER, 19____ by and between the City of Birmingham, Oakland County, Michigan, hereinafter called the City and Macomb Contracting Corp. 18025 Fifteen Mile Road of the City of Fraser, County of Macomb State of Michigan, hereinafter called the Contractor to-wit:

(1) All Advertisements for Bids, Proposals, Instructions to Bidders, Specifications, Plans, Bonds, Etc., hereto attached or herein referred to, shall be and are hereby made a part of this agreement.

(2) The Contractor, under penalty of bond attached, shall furnish all labor, materials and appliances necessary, and do 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. (See attached proposal)

(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 of Birmingham 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 of Birmingham 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. Contract amount is $43,680.00.

(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.

CITY OF BIRMINGHAM

Attest _____
City Clerk

By _____
Mayor

Witnessed _____

MACOMB CONTRACTING CORP.

By _____
Leonard L. Capaldi, President

APPROVAL (1.135 City Code)

_____
City Manager as to Substance

_____
City Attorney as to Form

_____
Director of Finance as to
Financial Obligation

_____
Deed Acknowledgment - Assessor

_____
City Engineer

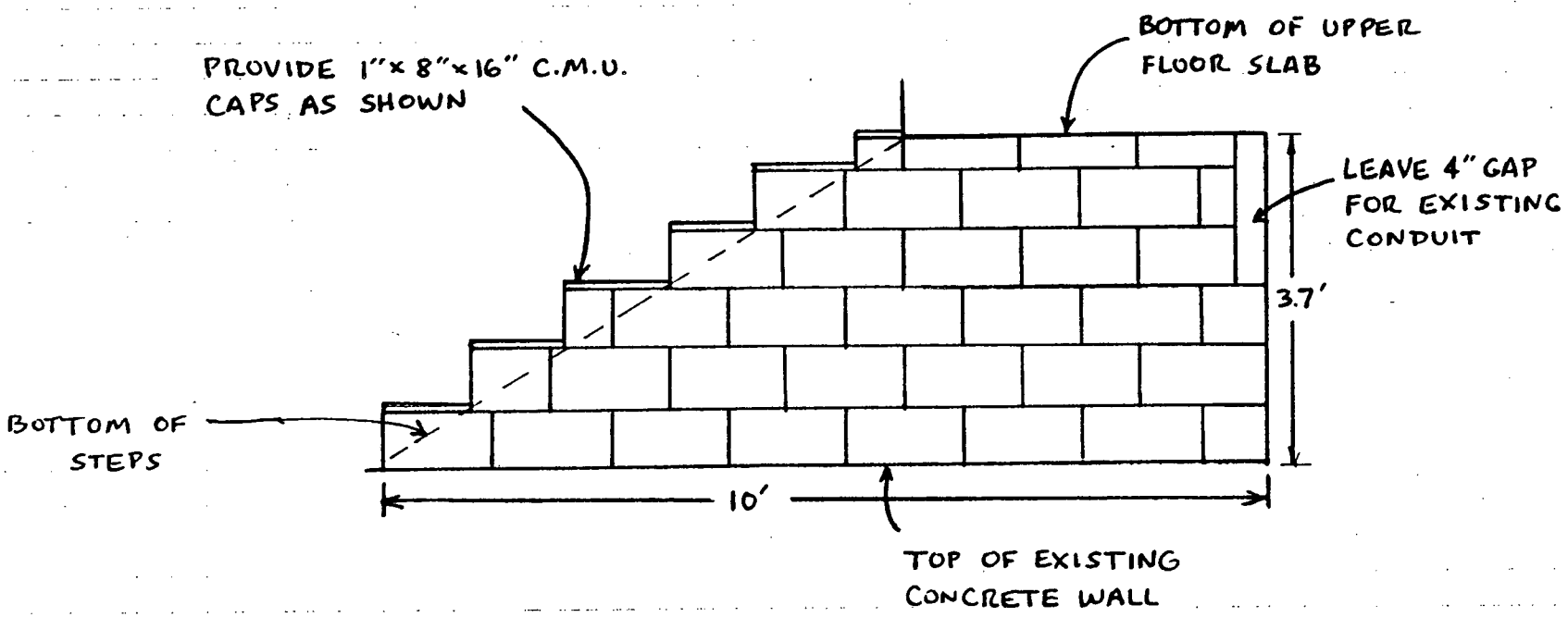
6-26-91

CONCRETE MASONRY UNIT (CMU) WALL

PEABODY PARKING STRUCTURE

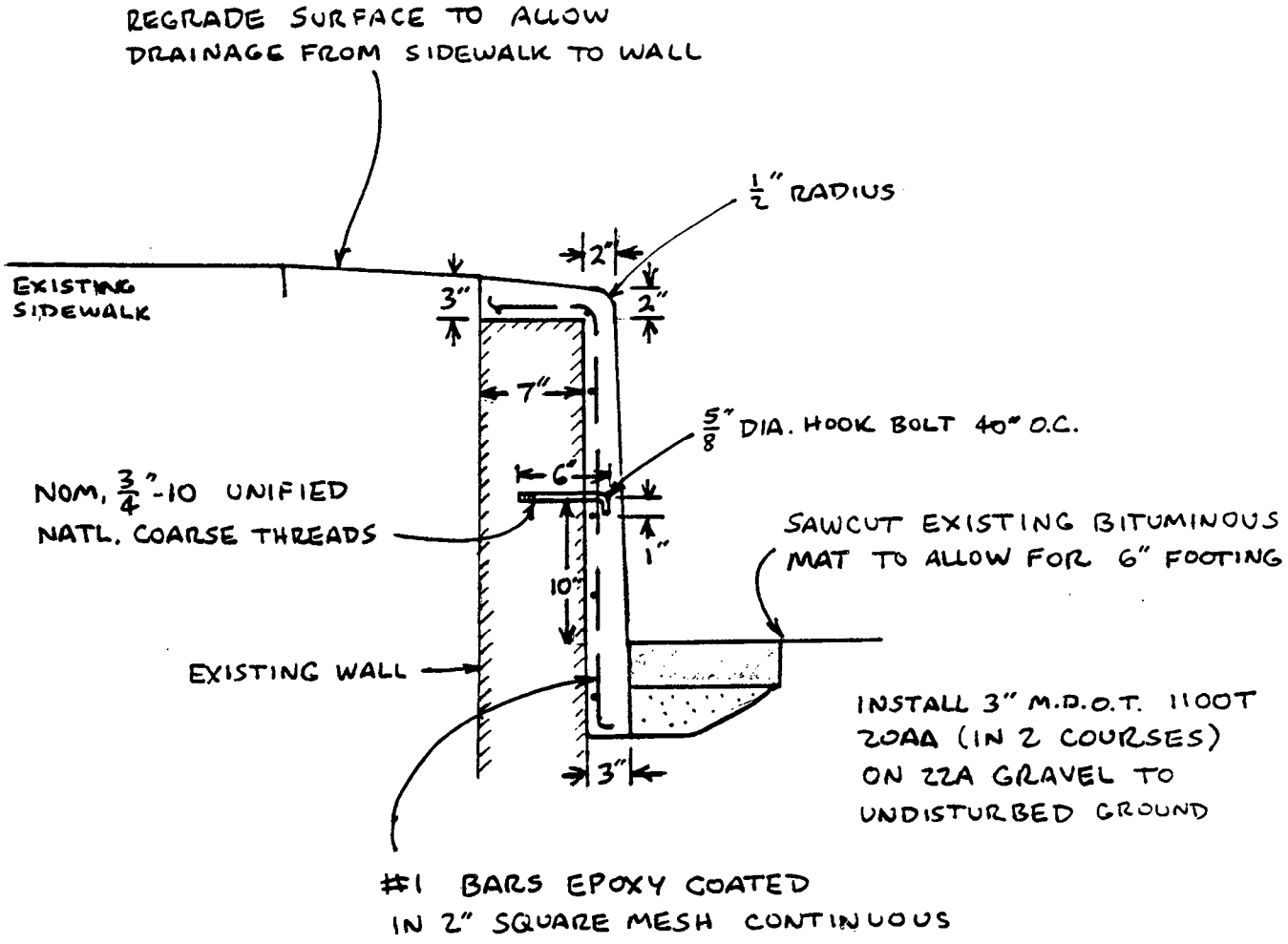
N.E. STAIR TOWER BASEMENT LEVEL

LOOKING EAST



PTO

8-14-91



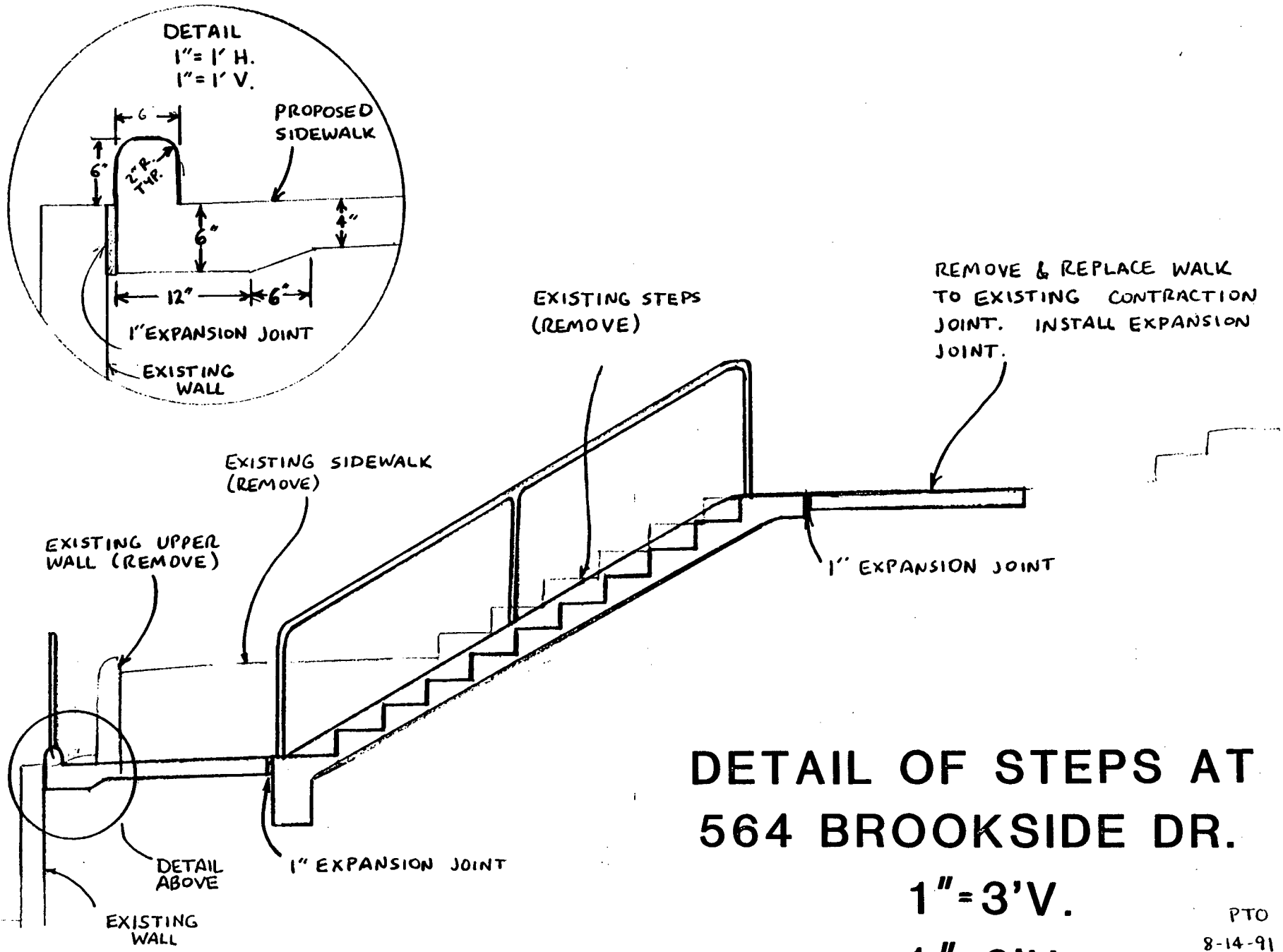
REHABILITATE EXISTING RETAINING WALLS CROSS-SECTION

1" = 1'

SEE SPECIFICATIONS FOR ADDITIONAL NOTES

PTO

8-14-91

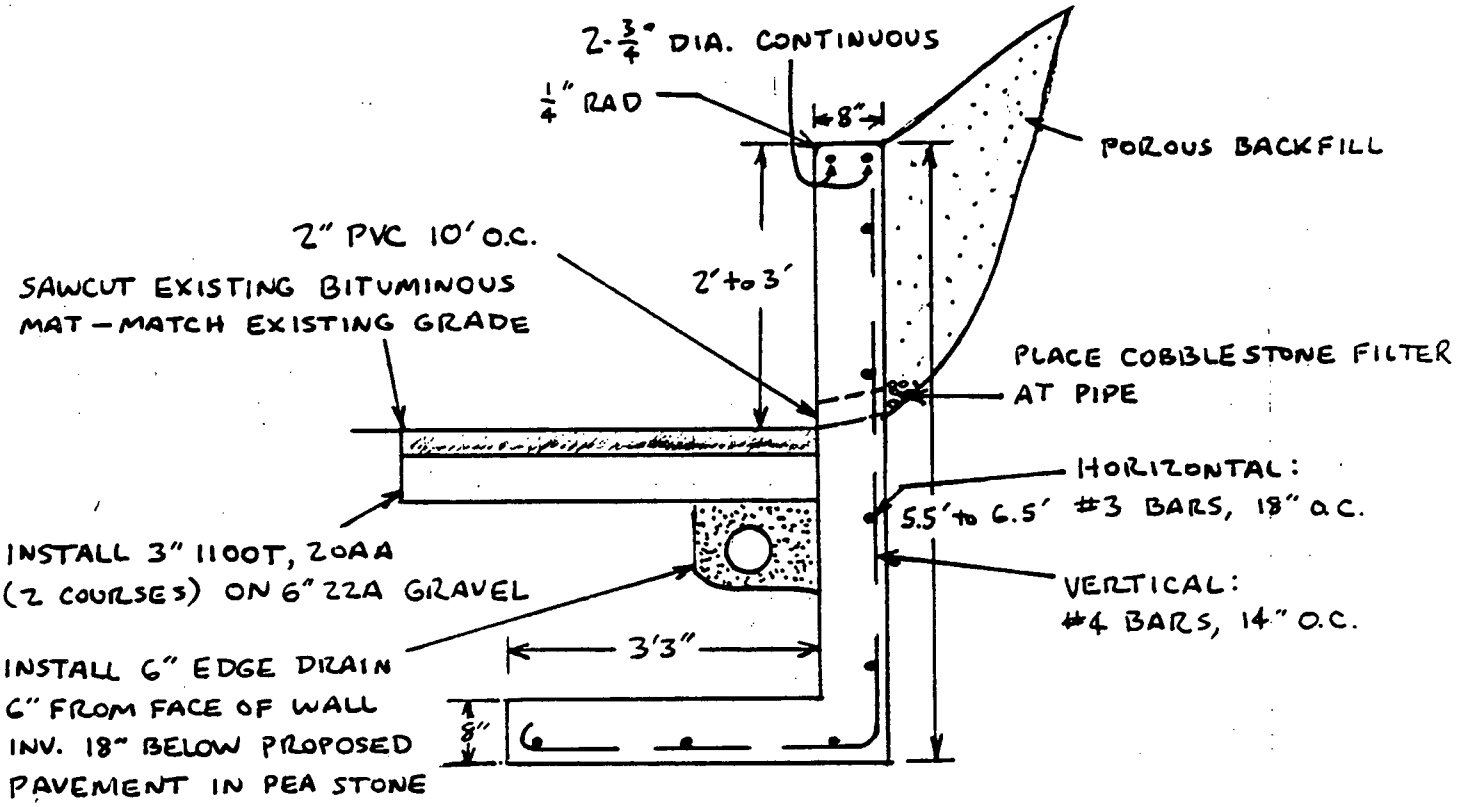


DETAIL OF STEPS AT 564 BROOKSIDE DR.

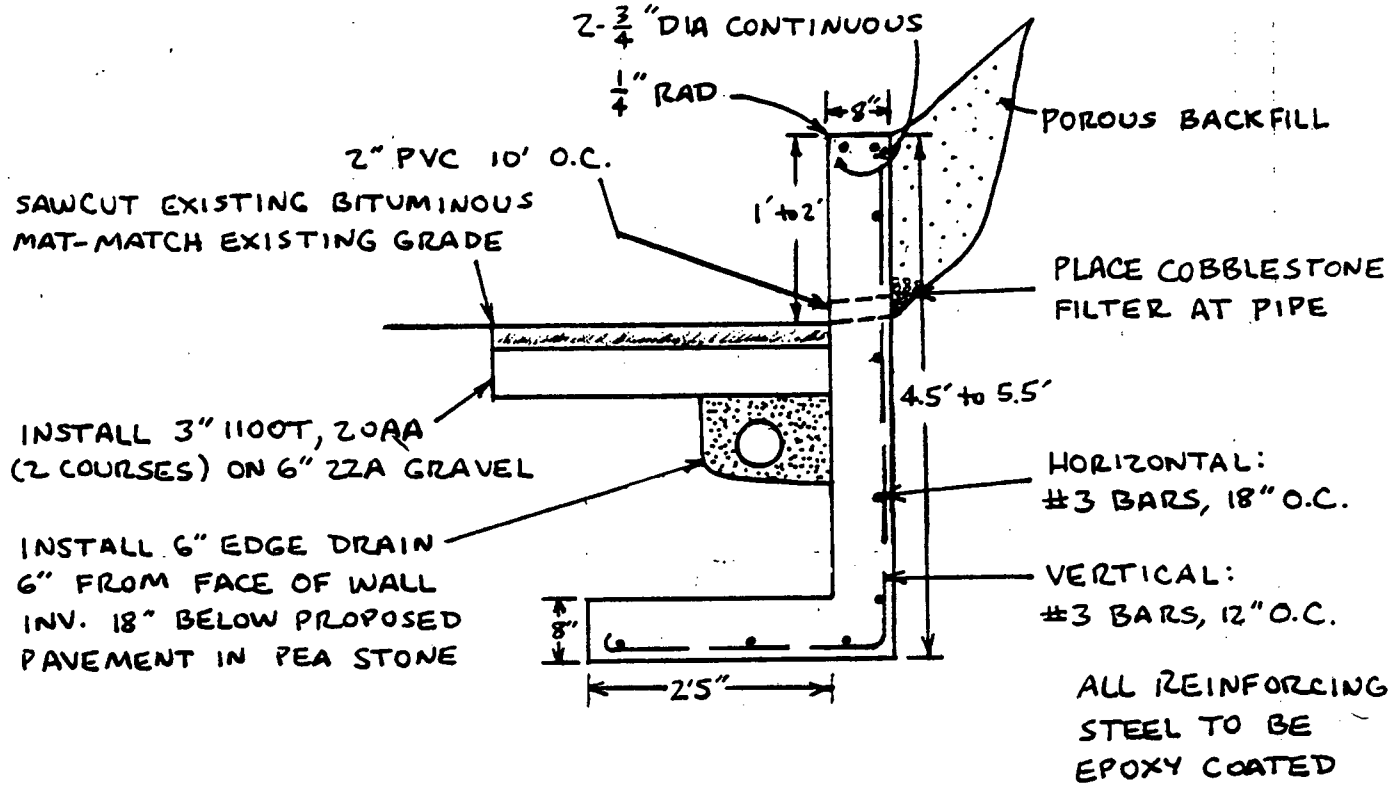
1"=3'V.

1"=3'H.

PTO
8-14-91



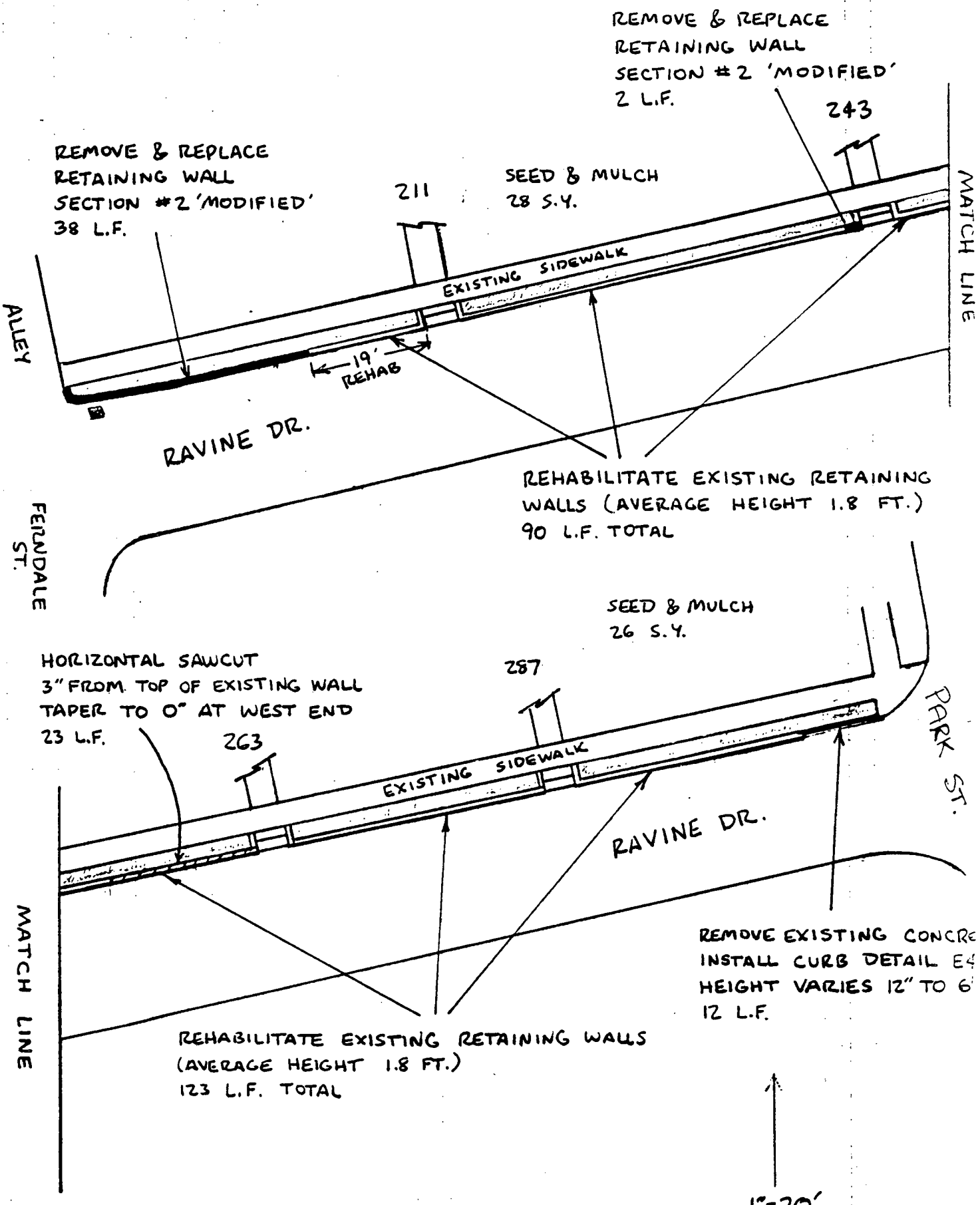
RETAINING WALL SECTION #1



RETAINING WALL SECTION #2

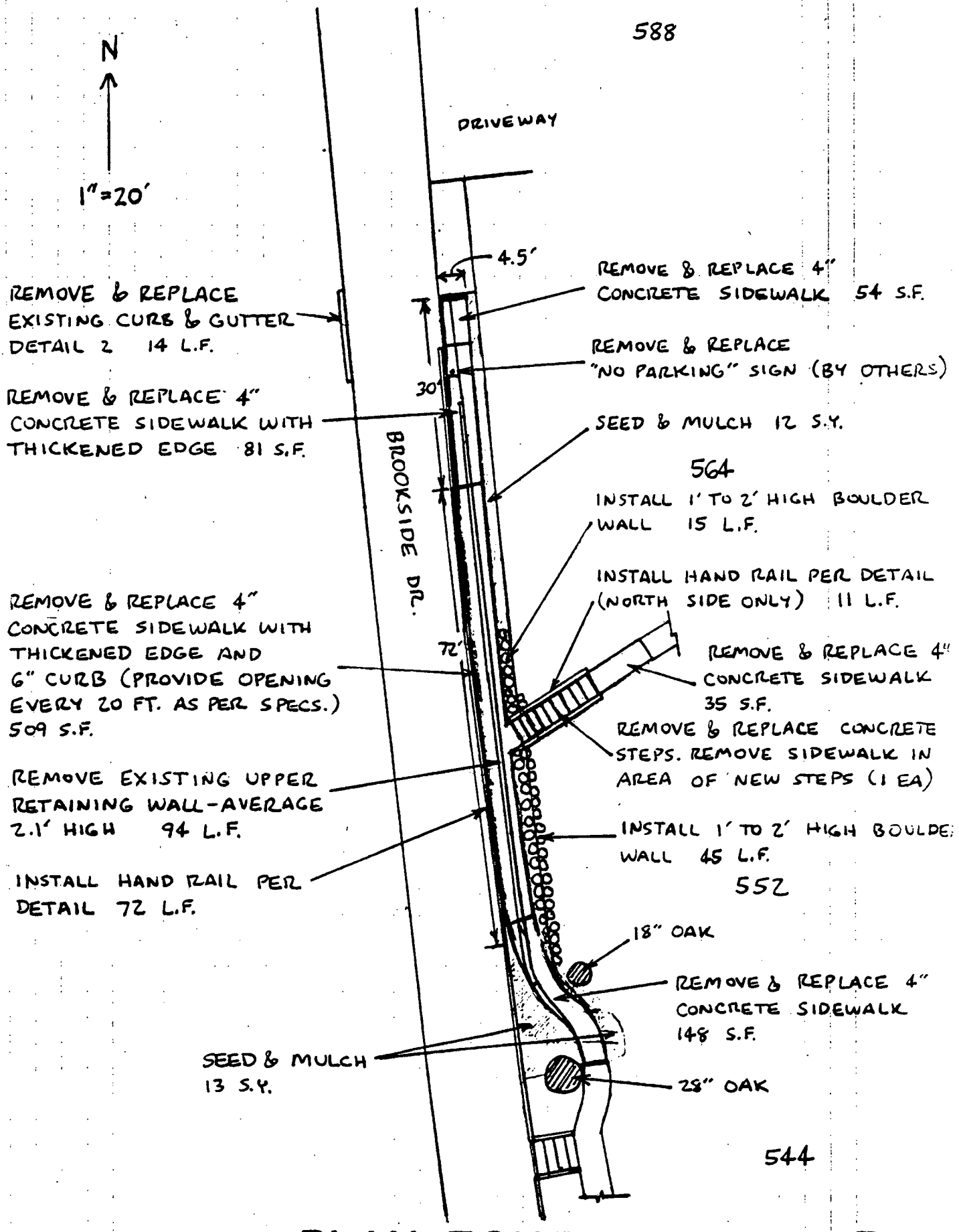
1" 2'

PTO
8-14-91



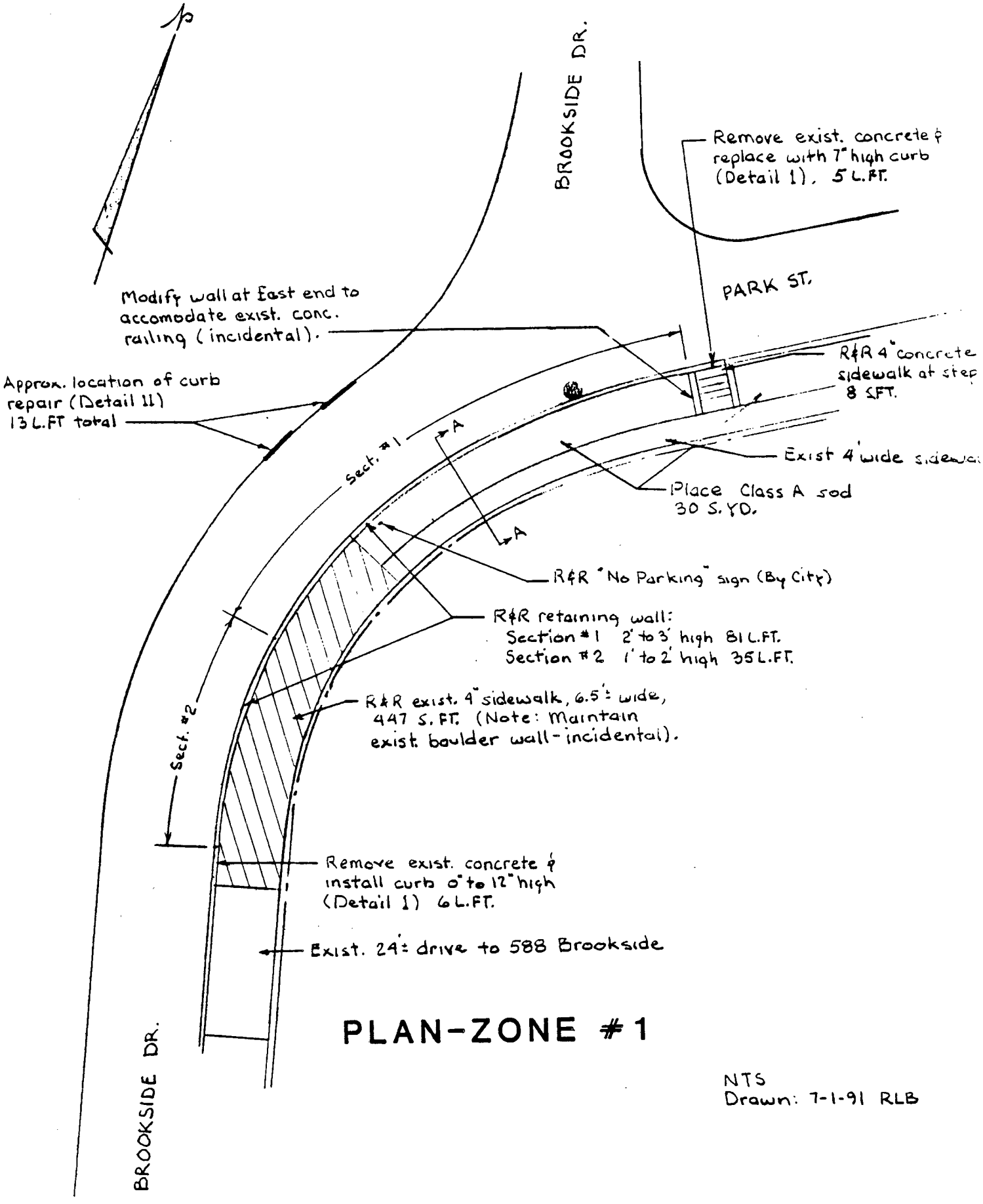
PLAN-ZONE #3

PTO
8-14-91



PLAN-ZONE #2

PTO
8-14-91



PLAN-ZONE #1

NTS
Drawn: 7-1-91 RLB

Photo 1

Photo 2

Photo 3

Photo 4

Photo 5

Photo 6

Photo 7

Photo 8

Photo 9

Photo 10

Photo 11

Photo 12

Photo 13

Photo 14

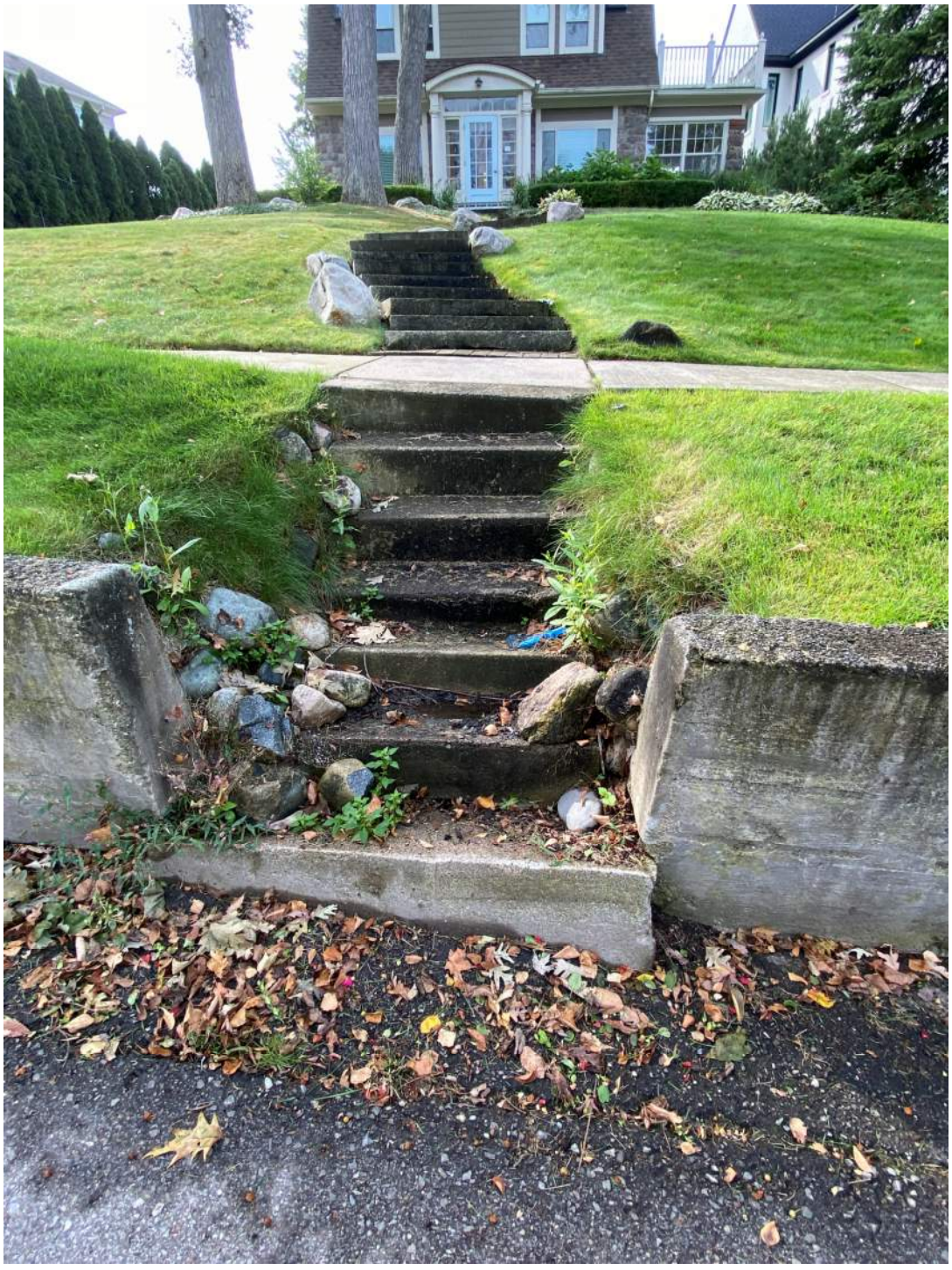


Photo 15

Photo 16

Photo 17

Photo 18

Photo 19

Photo 20

Photo 21

Photo 22

Photo 23

Photo 24

Photo 25

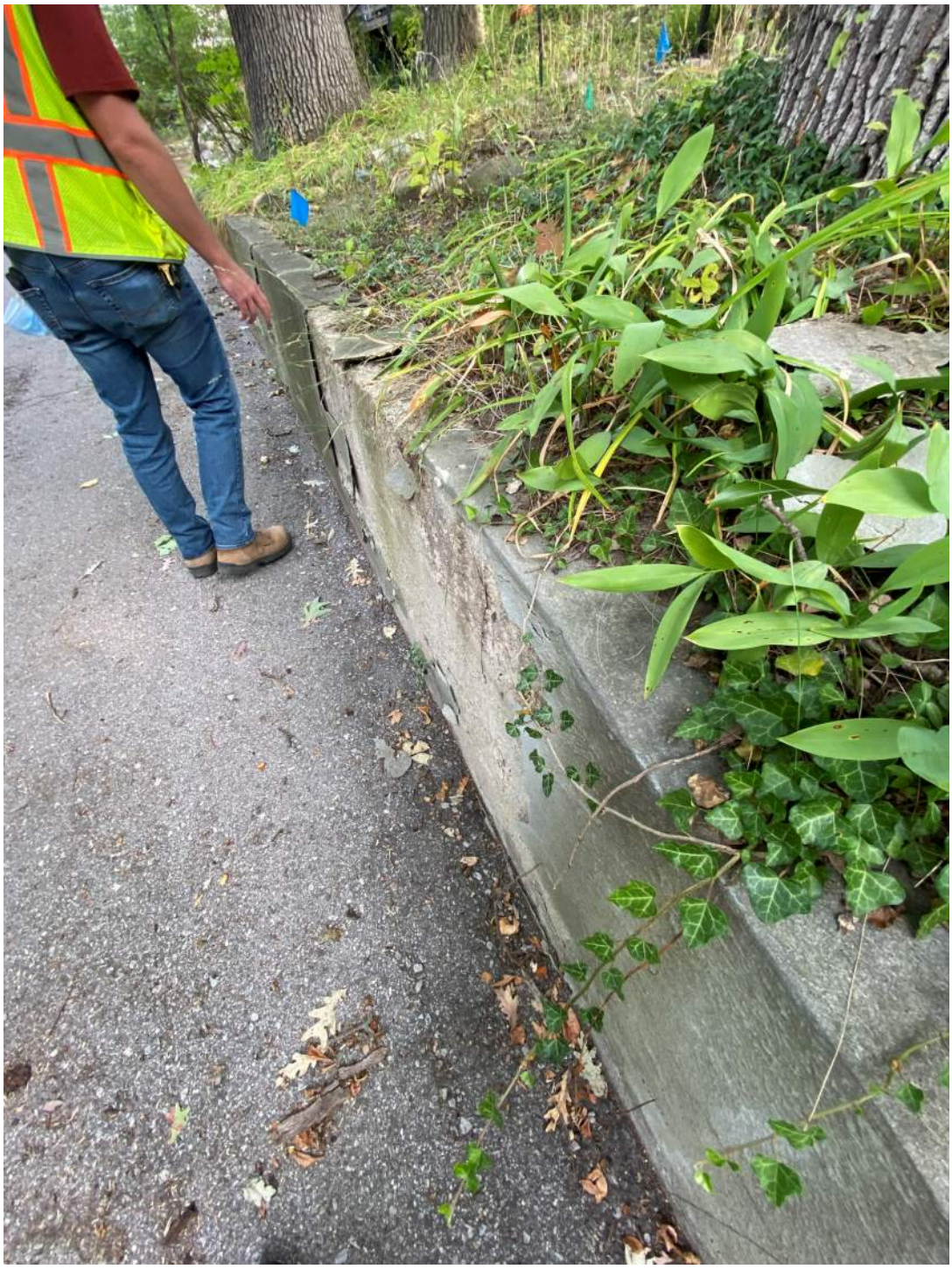


Photo 26

Photo 27

Photo 28

Photo 29

Photo 30

Photo 31

Photo 32

Photo 33

Photo 34

Photo 35

Photo 36

Photo 37

Photo 38

Photo 39

Photo 40

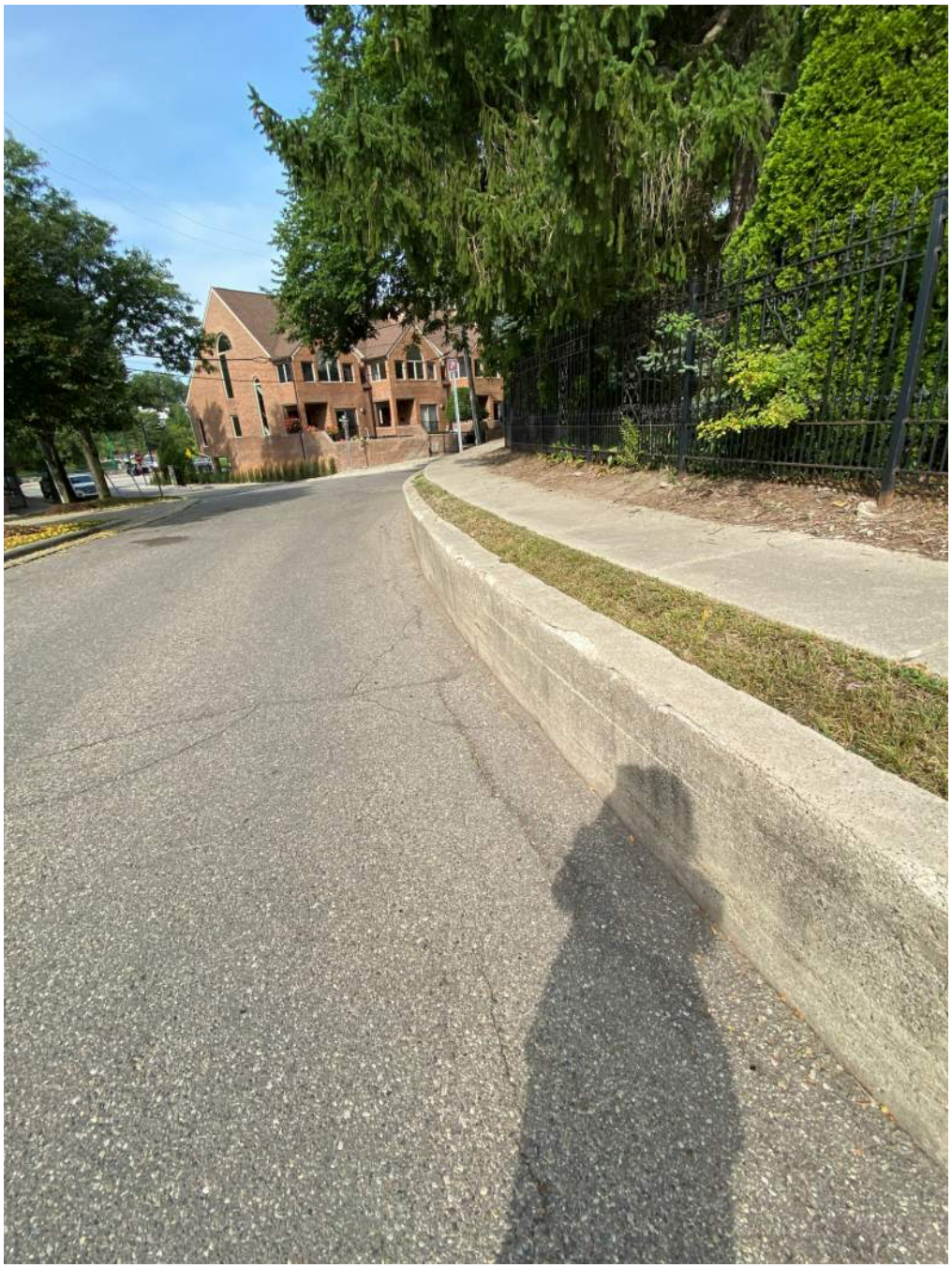


Photo 41

Photo 42

Photo 43

Photo 44

Photo 45

Photo 46

Photo 47

Retaining Walls Inspection
City of Birmingham

Brookside Ave, Park St, Ravine Rd

March 2023

AEW Project No. 0221-0061

Prepared by:

ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS
Shelby Township - Roseville - Livonia
586.726.1234 | www.aewinc.com

RETAINING WALL IDENTIFICATION

Refer to attached map for the type of retaining wall at each location.

OBSERVATIONS

The concrete retaining wall along the east edge of Brookside (Location 1) is in generally good condition. The boulder wall upslope of the sidewalk, which is separated from the road, is leaning significantly due to the adjacent large tree, resulting in cracking of the mortar.

The concrete retaining wall along the south edge of Brookside where it meets Park (Location 2) is leaning significantly, resulting in settlement, cross sloping and displacement of the elevated sidewalk. There is general surface wearing of the wall, with joint separation and spalling at the intersecting stairs.

The short retaining wall along the south edge of Park (Location 3) has a slight lean and general surface wearing, with separation at the joints and minor spalling occurring throughout. There is damage to the wall at one location due to adjacent excavation.

The short retaining wall along the north edge of Ravine (Location 4) is in generally good condition and appears to have been constructed or replaced more recently. There is joint separation and minor spalling at the intersecting stairs in some locations.

The concrete retaining wall along the north edge of Ravine and the east edge of Brookside (Location 5) is leaning significantly, resulting in cross sloping of the elevated sidewalk. There is general surface wearing of the wall, with joint separation and spalling throughout, and a large separation at one location.

The concrete retaining wall along the east edge of Brookside (Location 6) has a slight lean, with joint separation and minor spalling at the intersecting stairs. The wall is leaning significantly where the elevated sidewalk jogs to be immediately at the back of the wall, resulting in cross sloping of the elevated sidewalk, a gap between the sidewalk and wall joint, and leaning of the rail posts. There is general surface wearing of the wall, with joint separation and spalling throughout.

Refer to the attached pictures for the observations at each location.

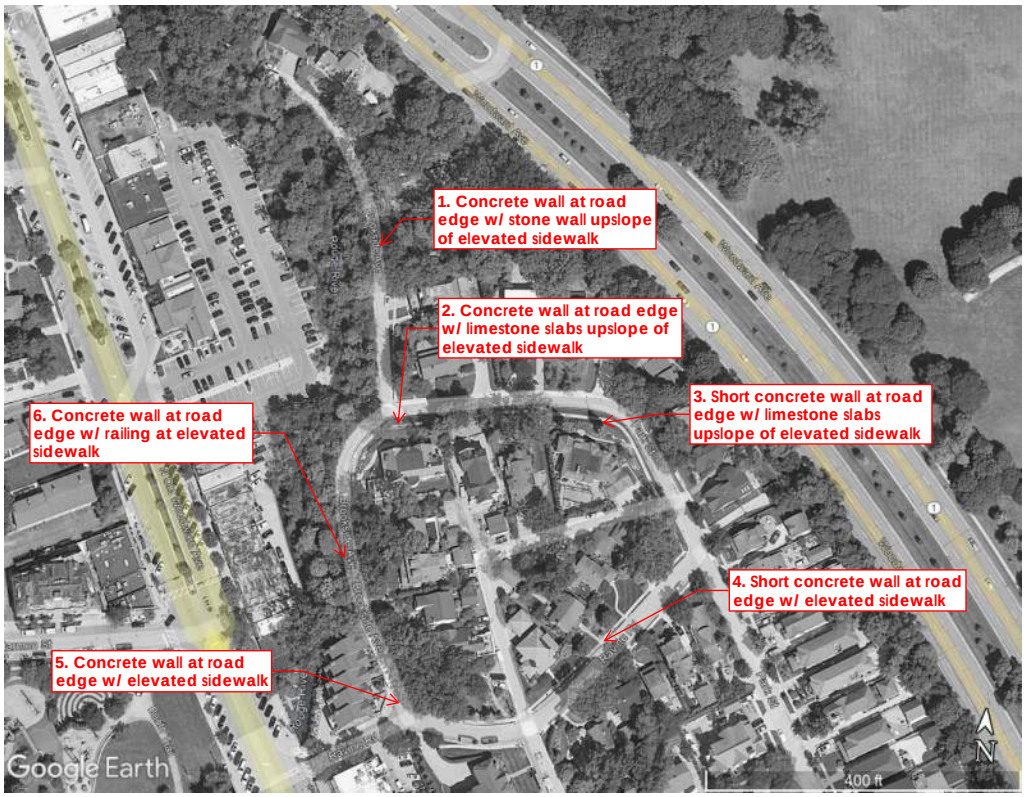
RECOMMENDATIONS

Where the retaining walls are not leaning significantly and not affecting the cross slope of the adjacent sidewalk, such as in Locations 3 and 4, we recommend repairing the joints and spalls as part of a routine maintenance program.

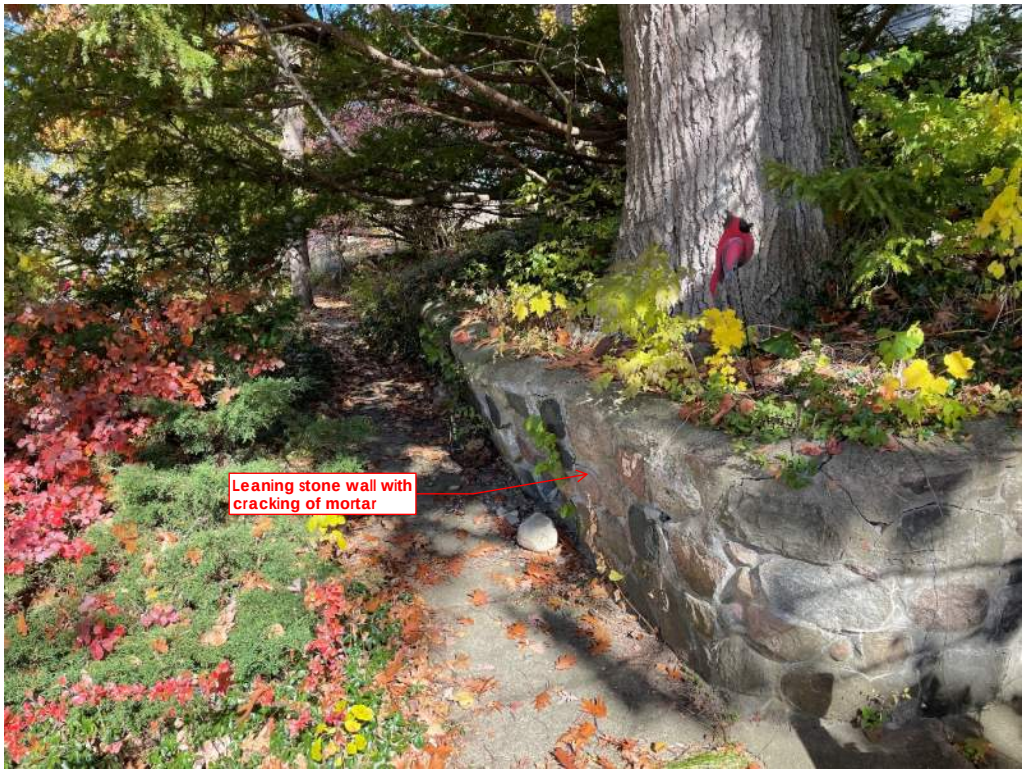
At locations where the wall leaning is significant and the elevated sidewalk has tilted to the point where the cross slope is unacceptable, such as in portions of Locations 2, 5 and 6, we recommend replacing the walls and sidewalk. The current railing should be replaced and a new railing be added for any location where the sidewalk is within 3'-0 of the back of the wall and the grade change on each side of the wall is greater than 2'-6.

An alternative to replacing the retaining walls and sidewalk in relatively the same location would be to consider moving the sidewalk to the road edge and constructing the replacement retaining wall on the upslope side of the sidewalk. Provided low speed and traffic conditions are expected and you find this acceptable, this would result in the possible elimination of the railing and likely easier maintenance and snow removal of the sidewalk.

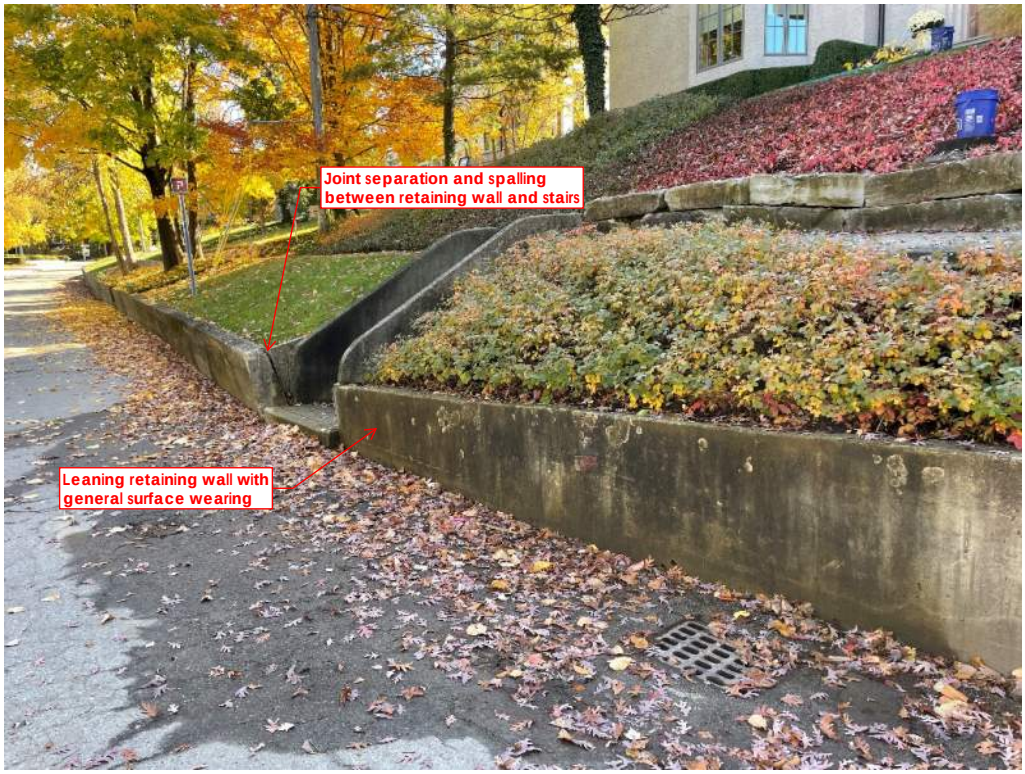
We recommend considering relocation of the sidewalk and replacement of the boulder wall in Location 1. This assumes that cutting down the large tree is not a viable option.



Area map



Location 1



Location 2

Location 2

Location 3

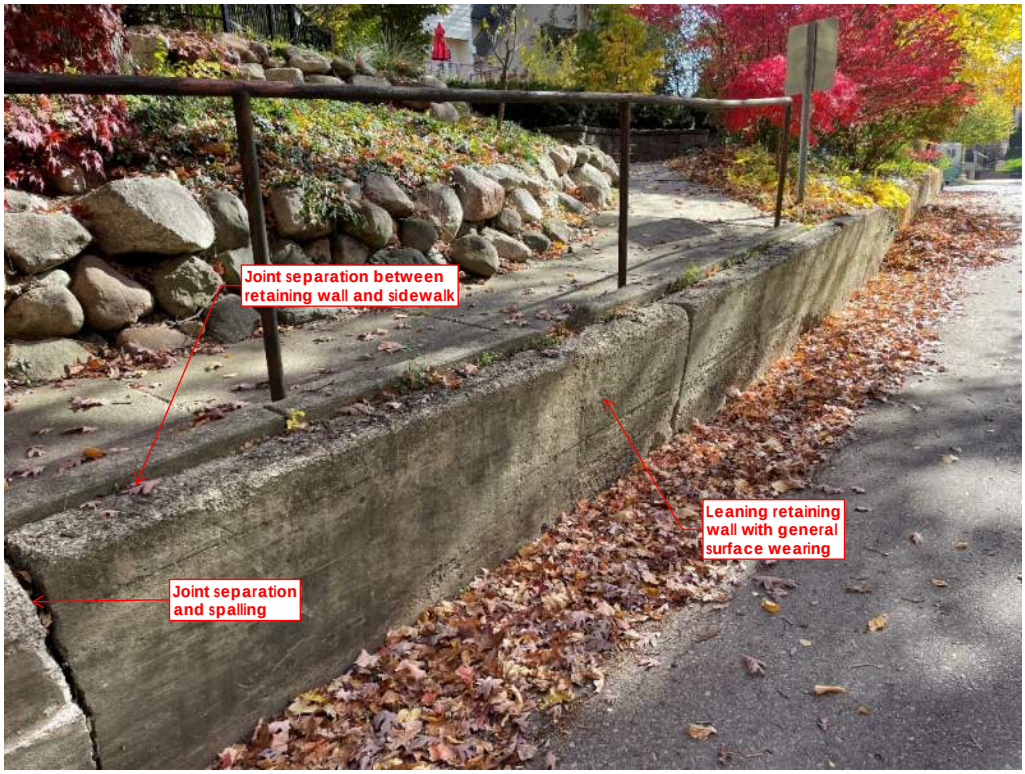
Location 3

Location 4

Location 5

Location 5

Location 6



Location 6

Location 6

Local Street Fund

The Local Street Fund is used to account for construction, maintenance, and other authorized operations pertaining to all streets classified as "Local Streets" within the City of Birmingham. Local Streets are designated by the State Highway Commission under the provisions of Act 51, Public Act (P.A.) 1951, as amended.

The Department of Engineering and Public Services are responsible for the maintenance, resurfacing and paving of approximately sixty three (63) miles of local streets. Street maintenance includes: repair of potholes; crack sealing; cleaning of catch basins; pulverizing and cape-sealing programs for oil-mat streets; mowing of rights-of-way; snow and ice control; care of City trees along street rights-of-way; and bridge maintenance and repair. The Police Department is responsible for traffic services and coordinates the replacement of signs, signals and pavement markings. The Police Department, in conjunction with the Multi-Modal Transportation Board, assists in the evaluation of traffic-flow patterns within the City.

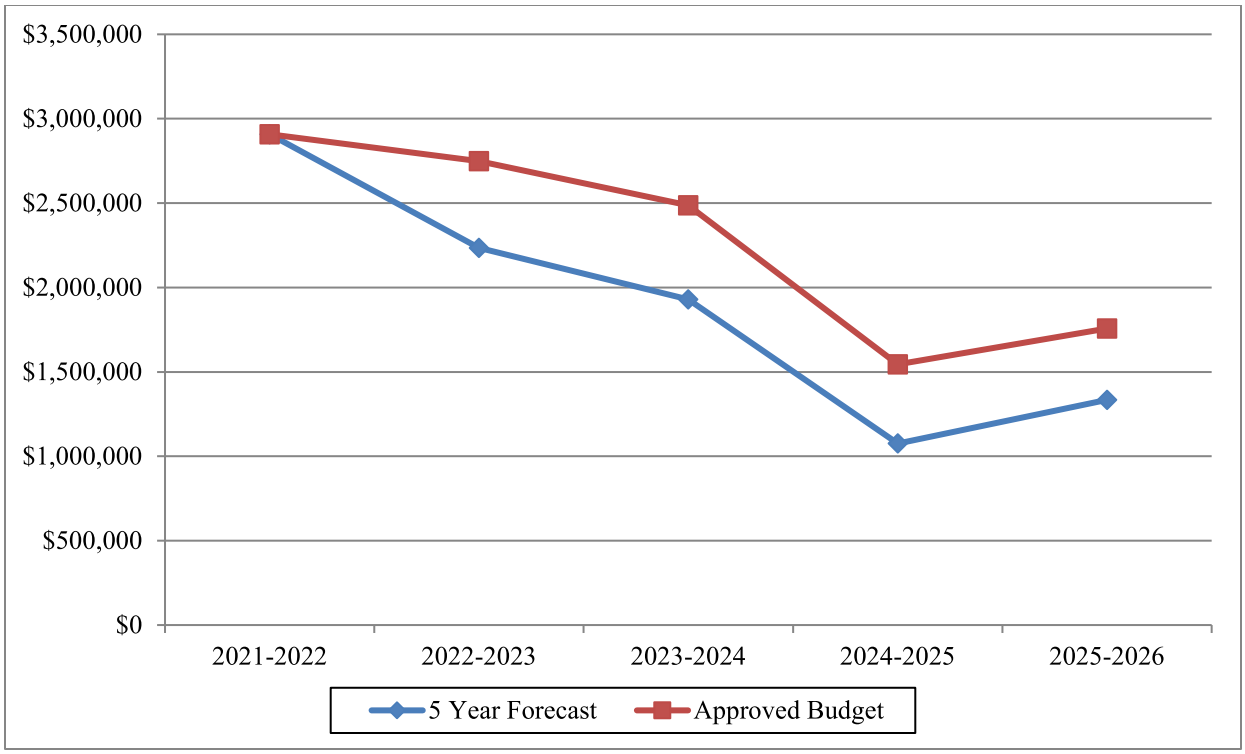
Fund Overview

Below is an overview of the budget for the Local Street Fund. Details and assumptions concerning revenue and expenditures are also discussed in this summary.

City of Birmingham, Michigan
Statement of Revenues, Expenditures and Changes in Fund Balance
Local Street Fund

Description	Actual 2021-2022	Budget 2022-2023	Projected 2022-2023	Approved 2023-2024	Planned 2024-2025	Planned 2025-2026
Revenues	$ 2,810,973	$ 3,535,310	$ 3,142,650	$ 4,537,080	$ 4,711,050	$ 5,728,870
Expenditures	(3,140,921)	(4,174,092)	(3,302,260)	(4,798,210)	(5,653,520)	(5,517,120)
Revenues over (under) Expenditures	(329,948)	(638,782)	(159,610)	(261,130)	(942,470)	211,750
Beginning Fund Balance	3,237,856	2,907,908	2,907,908	2,748,298	2,487,168	1,544,698
Ending Fund Balance	$ 2,907,908	$ 2,269,126	$ 2,748,298	$ 2,487,168	$ 1,544,698	$ 1,756,448

The approved budget decreases fund balance by $261,130 or 9.5% from the projected 2022-2023 fund balance. Below is a comparison of the approved budget ending fund balance as compared to the 5 year forecast as presented at the Long Range Planning Meeting in January 2023.



The approved budget's fund balance is higher than the 5 year forecast model by approximately $.5M at the end of fiscal year 2023-2024, $.5M at the end of fiscal year 2024-2025 and $.4M at the end of fiscal year 2025-2026. The significant difference between forecasted and projected ending fund balance for 2022-2023 is the result of approximately $.5M less in projected expenditures. The significant difference between the forecast and the approved budget for 2023-2024 is a reduction in expenditures of $.5M.

Revenue Assumptions

The Local Street Fund derives revenues primarily from gas- and weight-tax distributions from the state, operating transfers from the General Fund and payments received from special assessments. The process to estimate gas- and weight-tax revenues for the budget assumes the Act 51 funding formula currently in effect. Gas and weight-tax revenues for fiscal year 2023-2024 are estimated to be higher.

Gas- and weight-tax distributions from the state provide approximately 23% of the funding for street-maintenance and construction costs for fiscal year 2023-2024. Locally raised revenues and fund balance reserves must be used to offset the remaining costs. The approved budget includes a transfer from the General Fund to the Local Street Fund of $3,500,000. This transfer will also allow the Local Street Fund to maintain sufficient reserves.

Expenditure Assumptions

Approved Local Street expenditures for fiscal year 2023-2024 total $4,798,210, representing an increase of $1,495,950, or 45% from fiscal year 2022-2023 budget.

Capital improvements totaling $2,480,000 represents 52% of the total budget for fiscal year 2023-2024. This amount includes the following road work:

- $380,000 asphalt resurfacing/concrete maintenance.
- $370,000 cape seal program.
- $120,000 Hazel – Old Woodward to Woodward
- $680,000 Edgewood – Lincoln to Southlawn
- $140,000 Arlington Rd. – W. Maple to Lincoln
- $130,000 Shirley – W. Maple to Lincoln
- $80,000 Haynes
- $330,000 Fairview – Chesterfield to Dead-end
- $180,000 asphalt/concrete crack repairs
- $70,000 for bridge maintenance and repairs.

A detailed listing of all Local Street improvements is included in the Capital Improvements section of this document.

CITY OF BIRMINGHAM
2023-2024 APPROVED BUDGET
LOCAL STREET FUND
SUMMARY BUDGET BY OBJECT

DESCRIPTION	ACTIVITY 2021-2022	BUDGET 2022-2023	PROJECTED 2022-2023	APPROVED 2023-2024	PLANNED 2024-2025	PLANNED 2025-2026
REVENUES						
SPECIAL ASSESSMENTS	223,190	521,730	119,280	237,740	396,150	397,690
STATE GRANTS	712,469	729,630	739,470	752,340	769,000	784,380
INTEREST AND RENT	(90,608)	28,950	28,900	42,000	40,900	41,800
OTHER REVENUE	15,922	5,000	5,000	5,000	5,000	5,000
TRANSFERS IN	1,950,000	2,250,000	2,250,000	3,500,000	3,500,000	4,500,000
REVENUES	2,810,973	3,535,310	3,142,650	4,537,080	4,711,050	5,728,870
EXPENDITURES						
PERSONNEL SERVICES	646,396	806,810	806,710	912,880	920,440	928,000
SUPPLIES	81,496	155,700	140,750	142,190	144,570	146,990
OTHER CHARGES	962,234	1,619,470	1,217,800	1,263,140	1,358,510	1,312,130
CAPITAL OUTLAY	1,450,796	1,592,112	1,137,000	2,480,000	3,230,000	3,130,000
EXPENDITURES	3,140,922	4,174,092	3,302,260	4,798,210	5,653,520	5,517,120
REVENUES OVER (UNDER) EXPENDITURES	(329,949)	(638,782)	(159,610)	(261,130)	(942,470)	211,750
BEGINNING FUND BALANCE	3,237,856	2,907,907	2,907,907	2,748,297	2,487,167	1,544,697
ENDING FUND BALANCE	2,907,907	2,269,125	2,748,297	2,487,167	1,544,697	1,756,447

CITY OF BIRMINGHAM
2023-2024 APPROVED BUDGET
LOCAL STREET FUND
SUMMARY BUDGET BY DEPARTMENT

DESCRIPTION	ACTIVITY 2021-2022	BUDGET 2022-2023	PROJECTED 2022-2023	APPROVED 2023-2024	PLANNED 2024-2025	PLANNED 2025-2026
REVENUES						
SPECIAL ASSESSMENTS	223,190	521,730	119,280	237,740	396,150	397,690
STATE GRANTS	712,469	729,630	739,470	752,340	769,000	784,380
INTEREST AND RENT	(90,608)	28,950	28,900	42,000	40,900	41,800
OTHER REVENUE	15,922	5,000	5,000	5,000	5,000	5,000
TRANSFERS IN	1,950,000	2,250,000	2,250,000	3,500,000	3,500,000	4,500,000
REVENUES	2,810,973	3,535,310	3,142,650	4,537,080	4,711,050	5,728,870
EXPENDITURES						
FINANCE DEPARTMENT	28,482	27,680	27,680	27,690	27,900	28,100
TRAFFIC CONTROLS	31,945	29,990	30,040	33,760	34,830	35,450
TRAFFIC ENGINEERING	35,862	36,110	30,690	40,350	41,730	42,490
CONSTRUCTION	1,517,215	1,601,892	1,145,530	2,488,390	3,235,210	3,149,190
BRIDGE MAINTENANCE	1,547	54,500	54,500	75,000	75,000	65,000
STREET MAINTENANCE	430,671	1,018,710	620,410	747,700	755,000	762,600
STREET CLEANING	218,929	258,350	253,350	197,850	275,040	203,610
STREET TREES	724,031	946,370	946,370	982,950	1,001,770	1,020,960
SNOW AND ICE CONTROL	121,856	175,490	168,690	179,520	182,040	184,720
HIGHWAYS & STREETS	30,383	25,000	25,000	25,000	25,000	25,000
EXPENDITURES	3,140,921	4,174,092	3,302,260	4,798,210	5,653,520	5,517,120
REVENUES OVER (UNDER) EXPENDITURES	(329,948)	(638,782)	(159,610)	(261,130)	(942,470)	211,750
BEGINNING FUND BALANCE	3,237,856	2,907,908	2,907,908	2,748,298	2,487,168	1,544,698
ENDING FUND BALANCE	2,907,908	2,269,126	2,748,298	2,487,168	1,544,698	1,756,448

CITY OF BIRMINGHAM
2023-2024 APPROVED BUDGET
LOCAL STREET FUND

ACCT. NUM.	DESCRIPTION	ACTIVITY 2021-2022	BUDGET 2022-2023	PROJECTED 2022-2023	APPROVED 2023-2024	PLANNED 2024-2025	PLANNED 2025-2026
PERSONNEL SERVICES							
702.00	SALARIES & WAGES DIRECT	292,857	403,510	403,410	440,720	441,190	441,670
703.00	ADMINSTRATION COST	114,070	103,090	103,090	124,130	126,440	128,080
711.00	LABOR BURDEN	239,468	300,210	300,210	348,030	352,810	358,250
PERSONNEL SERVICES		646,395	806,810	806,710	912,880	920,440	928,000
SUPPLIES							
729.00	OPERATING SUPPLIES	81,497	155,700	140,750	142,190	144,570	146,990
SUPPLIES		81,497	155,700	140,750	142,190	144,570	146,990
OTHER CHARGES							
802.01	AUDIT	3,222	2,500	2,500	2,550	2,590	2,650
804.01	ENGINEERING CONSULTANTS	30,383	25,000	25,000	25,000	25,000	25,000
804.02	CONTRACT TRAFFIC ENGINEER	9,372	10,920	5,500	11,800	12,270	12,520
811.00	OTHER CONTRACTUAL SERVICE	32,136	36,750	35,500	41,500	38,000	41,500
819.00	FORESTRY SERVICES	641,000	836,000	836,000	867,770	885,130	902,830
937.03	OAKLAND CNTY SIGNAL MAINT	3,119	4,300	4,300	4,650	4,800	4,900
937.04	CONTRACT MAINTENANCE	26,062	423,000	88,000	23,380	98,500	24,660
941.00	EQUIPMENT RENTAL OR LEASE	216,940	281,000	221,000	286,490	292,220	298,070
OTHER CHARGES		962,234	1,619,470	1,217,800	1,263,140	1,358,510	1,312,130
CAPITAL OUTLAY							
981.01	PUBLIC IMPROVEMENTS	1,450,796	1,592,112	1,137,000	2,480,000	3,230,000	3,130,000
CAPITAL OUTLAY		1,450,796	1,592,112	1,137,000	2,480,000	3,230,000	3,130,000
LOCAL STREET FUND TOTAL		3,140,922	4,174,092	3,302,260	4,798,210	5,653,520	5,517,120

Significant Notes to Amounts from Prior Year's Budget

1. **702.00 Salaries & Wages –** The increase of $37,210, or 9.2%, reflects a change in labor allocations for the local streets maintenance costs.

2. **703.00 Administration Cost –** The increase of $21,040, or 20.4%, shows the change in cost allocation related to engineering costs due to an additional employee.

3. **711.00 Labor Burden –** The increase of $47,820, or 15.9%, is primarily due to a change in cost allocation to local streets fund and a rise in medical expenses.

4. **729.00 Operating Supplies –** The decrease of $13,510, or 8.7%, represents a decrease in usage of materials and products for local street maintenance.

5. **811.00 Other Contractual Services –** The increase of $4,750, or 12.9%, shows the increase in road condition evaluation services.

6. **937.04 Contract Maintenance –** The budget of $23,380 is for general maintenance/repairs ($10,380) and lawn mowing charges ($13,000).

7. **981.01 Public Improvements –** The budget $2,480,000 is for the following projects:

Asphalt Resurfacing/Concrete Maintenance	$ 380,000
Hazel – Old Woodard to Woodward	120,000
Edgewood – Lincoln to Southlawn	680,000
Arlington Rd. – W. Maple Rd to W Lincoln Ave.	140,000
Shirley – W. Maple to W. Lincoln Ave.	130,000
Haynes	80,000
Cape Seal Program	370,000
Fairview – Chesterfield to Dead End	330,000
Bridge Maintenance	70,000
Asphalt Crack Seal	180,000
Total	$2,480,000

Significant Notes to 2024-2025 Planned Amounts

1. **811.00 Other Contractual Services –** The decrease of $3,500, or 8.4%, represents an anticipated decrease in the need for road condition evaluations for the year.

2. **937.04 Contract Maintenance –** The budget of $98,500 primarily represents lawn mowing service ($13,500), catch basin cleaning ($75,000), and general maintenance and cleaning ($10,000).

3. **981.01 Public Improvements –** The budget of $3,230,000 is for the following projects:

Asphalt Resurfacing/Concrete Maintenance	$ 700,000
Bridge Maintenance	70,000
Cape Seal Program	360,000
Bird – Pierce to Cummings	1,050,000
Willits/Bates – Warren Ct. to Old Woodward	120,000
Asphalt Resurface Wall Repairs	400,000
Asphalt /Concrete Crack Seal	40,000
Concrete Street Repair	490,000
Total	$3,230,000

Significant Notes to 2025-2026 Planned Amounts

1. **811.00 Other Contractual Services –** The increase of $3,500, or 9.2%, shows the anticipated increase for road condition evaluation services.

2. **937.04 Contract Maintenance –** The budget of $24,660 reflects the costs for lawn mowing ($13,760) and general maintenance and cleaning ($10,900).

3. **981.01 Public Improvements –** The budget of $3,130,000 is for the following projects:

Asphalt Resurfacing/Concrete Maintenance	$ 420,000
Unnamed Street Patching – Cole to 250s of Lincoln	100,000
Cape Seal Program	380,000
Asphalt Resurface Wall Repairs	400,000
Asphalt/Concrete Crack Seal	40,000
Merrill – S. Bates to Southfield	630,000
Bird – Cummings to Woodward	600,000
Abbey – Wimbleton to Oxford	500,000
Bridge Maintenance	60,000
Total	$3,130,000

BIRMINGHAM

A WALKABLE CITY

ENGINEERING DEPARTMENT

PARK AVE, BROOKSIDE AVE & RAVINE ROAD WALL REPLACEMENT CONTRACT #2-25(P)

SHEET INDEX

Cover Sheet
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WATER / SEWER SERVICE NOTE

ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD, WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, TO CONSTRUCT THE PROJECT (INC.).

UTILITY NOTE

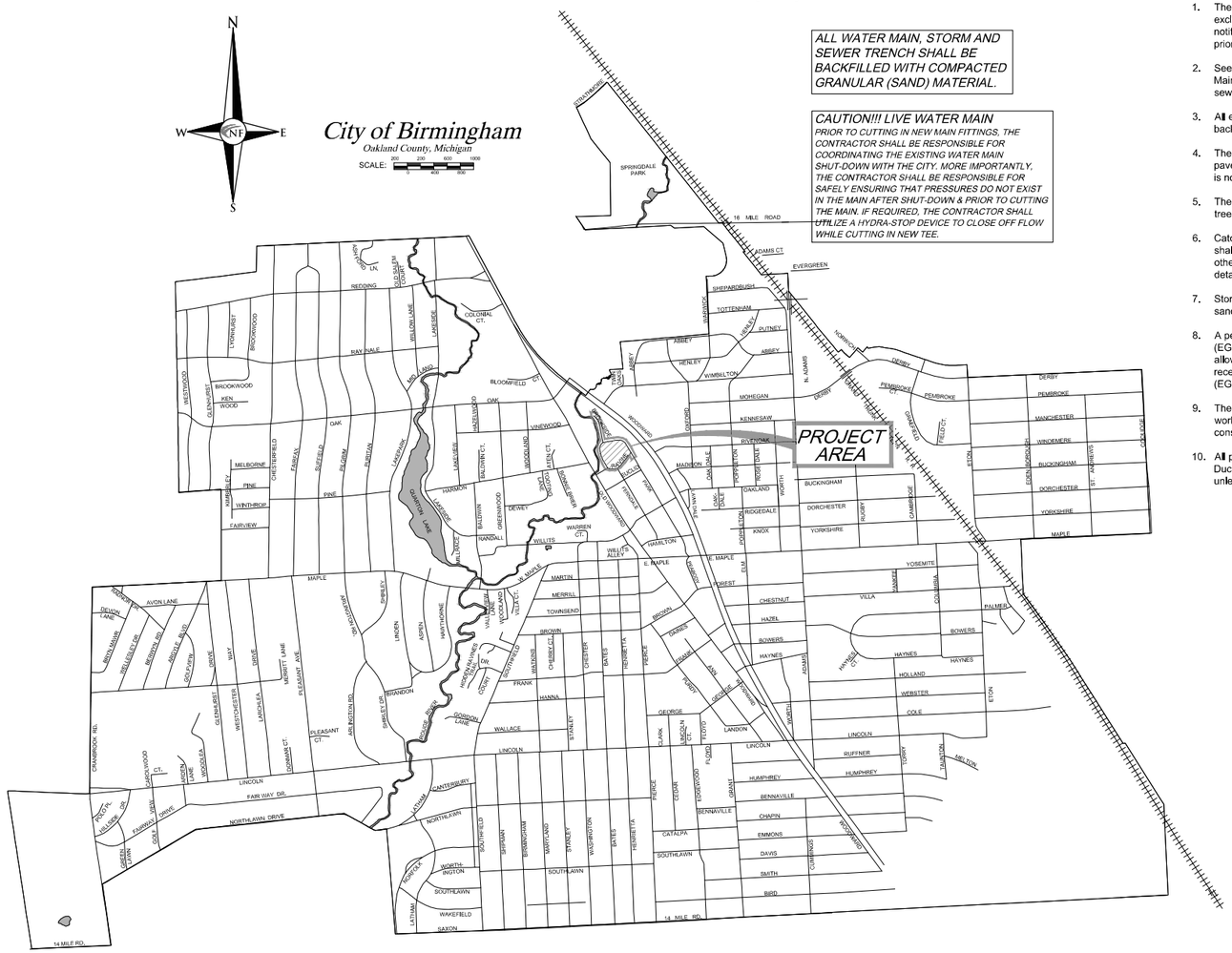
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

Know what's below Call before you dig.

BENCHMARK NOTE

BENCHMARKS SET AND SHOWN PER SHEET WERE ESTABLISHED OFF OF THE CITY OF BIRMINGHAM BENCHMARK DATUM.

City of Birmingham
Oakland County, Michigan
SCALE: 200 200 600 1000



ALL WATER MAIN, STORM AND SEWER TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR (SAND) MATERIAL.

CAUTION!!! LIVE WATER MAIN
PRIOR TO CUTTING IN NEW MAIN FITTINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE EXISTING WATER MAIN SHUT-DOWN WITH THE CITY. MORE IMPORTANTLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFELY ENSURING THAT PRESSURES DO NOT EXIST IN THE MAIN AFTER SHUT-DOWN & PRIOR TO CUTTING THE MAIN. IF REQUIRED, THE CONTRACTOR SHALL UTILIZE A HYDRA-STOP DEVICE TO CLOSE OFF FLOW WHILE CUTTING IN NEW TEE.

CONSTRUCTION NOTES

These notes shall apply for all work within this contract:

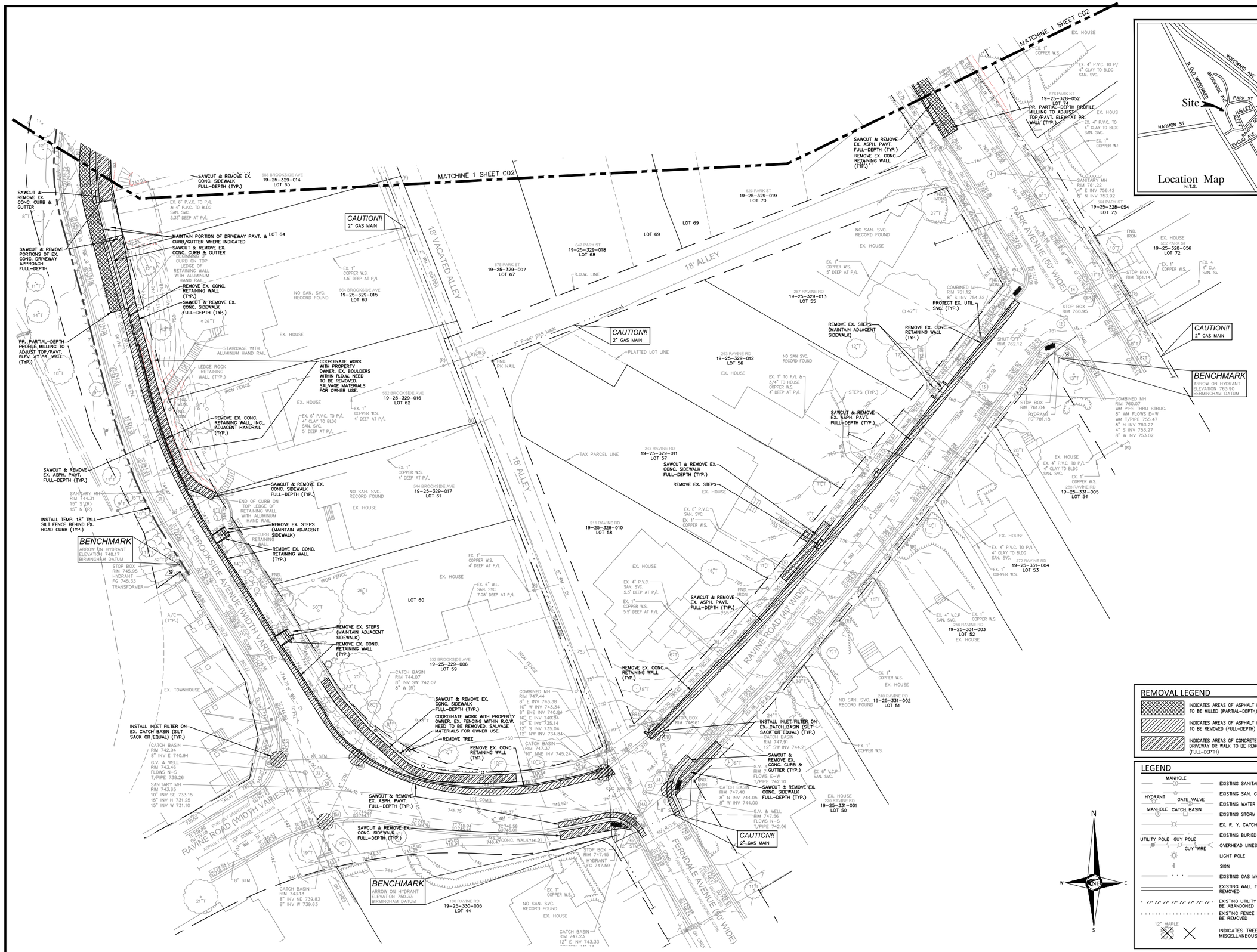
1. The contractor shall notify MISS DIG 1-800-482-7171 at least 3 working days excluding Saturday, Sunday, and Holidays before making any excavations and notify the City of Birmingham Engineering Department a minimum of 24 hours prior to the start of construction (248-530-1850).
2. See the City of Birmingham drawings "Sewer Standard Details" and "Water Main Standard Details" for details of manholes, catch basins, inlets, and related sewer and water main work.
3. All excavation under or within three feet of pavement, public or private, shall be backfilled and compacted with sand.
4. The joints at the edges of all excavations in the pavement shall be sawcut, or pavement will be removed to existing joints, as directed by the Engineer. There is no separate pay item for saw cutting pavements.
5. The contractor shall be responsible for damage to existing utilities, pavement, trees, landscaping, gravel, etc., whether located on public or private property.
6. Catch basin and inlet castings scheduled for replacement, or new construction shall be EJIW 5000Z4 DI / 5000M4 DI Hinged Assembly unless specified otherwise. Manhole castings shall be EJIW 1040-A cover as noted on the detail sheets and plans, unless otherwise specified.
7. Storm, sewer and water main trench shall be backfilled with MDOT Class II sand and properly compacted to 95% of modified proctor density.
8. A permit from the Michigan Department of Environment, Great Lakes & Energy (EGLE) is required for all new water main installations. Also, no work shall be allowed on the combined sewer system until appropriate permits have been received by the Michigan Department of Environment, Great Lakes & Energy (EGLE).
9. The contractor shall coordinate and cooperate with all other utility companies working in the same area, project related or not, during the same allotted construction period.
10. All proposed Public Water Main for this project shall be Pressure Class 52 Ductile Iron Pipe (D.I.P.) in conformance with City of Birmingham specifications, unless otherwise noted.

PARK AVE, BROOKSIDE AVE & RAVINE ROAD WALL REPLACEMENT
CONTRACT #2-25(P)

DESIGN ENGINEER SEAL
STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

APPROVED DATE

01-15-26 ADDENDUM 3


MATCHLINE 1 SHEET C02
MATCHINE 1 SHEET C02
SAWCUT & REMOVE EX. CONC. CURB & GUTTER
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
588 BROOKSIDE AVE 19-25-329-014 LOT 65
MAINTAIN PORTION OF DRIVEWAY PAVT. & CURB/GUTTER WHERE INDICATED
SAWCUT & REMOVE EX. CONC. CURB & GUTTER
SAWCUT & REMOVE PORTIONS OF EX. CONC. DRIVEWAY APPROACH FULL-DEPTH
REMOVE EX. CONC. RETAINING WALL (TYP.)
SAWCUT & REMOVE EX. CONC. SIDEWALK, FULL-DEPTH (TYP.)
CAUTION!! 2" GAS MAIN
18' VACATED ALLEY
18' ALLEY
LOT 64
LOT 69
623 PARK ST 19-25-329-019 LOT 70
647 PARK ST 19-25-329-018 LOT 68
675 PARK ST 19-25-329-007 LOT 67
564 BROOKSIDE AVE 19-25-329-015 LOT 63
NO SAN. SVC. RECORD FOUND
EX. HOUSE
R.O.W. LINE
PLATTED LOT LINE
TAX PARCEL LINE
2" P-MP GAS MAIN
PR. PARTIAL-DEPTH PROFILE MILLING TO ADJUST TOP/PAVT. ELEV. AT PR. WALL (TYP.)
STAIRCASE WITH ALUMINUM HAND RAIL
LEDGE ROCK RETAINING WALL (TYP.)
IRON FENCE
COORDINATE WORK WITH PROPERTY OWNER. EX. BOULDERS WITHIN R.O.W. NEED TO BE REMOVED. SALVAGE MATERIALS FOR OWNER USE.
552 BROOKSIDE AVE 19-25-329-016 LOT 62
REMOVE EX. CONC. RETAINING WALL, INCL. ADJACENT HANDRAIL (TYP.)
544 BROOKSIDE AVE 19-25-329-017 LOT 61
SAWCUT & REMOVE EX. ASPH. PAVT. FULL-DEPTH (TYP.)
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
END OF CURB ON TOP LEDGE OF RETAINING WALL WITH ALUMINUM HAND RAIL
CURB RETAINING WALL
REMOVE EX. STEPS (MAINTAIN ADJACENT SIDEWALK)
REMOVE EX. CONC. RETAINING WALL (TYP.)
INSTALL TEMP. 18" TALL SILT FENCE BEHIND EX. ROAD CURB (TYP.)
BENCHMARK
ARROW ON HYDRANT
ELEVATION 748.17
BIRMINGHAM DATUM
STOP BOX RIM 745.95
HYDRANT FG 745.33
TRANSFORMER
SANITARY MH RIM 744.31 15" S\(R) 15" N (R)
BROOKSIDE AVENUE (WIDTH VARIES)
RAVINE ROAD (WIDTH VARIES)
ASPHALT PAVEMENT W/CONCRETE CURB
PUBLIC 50' DEDICATED R.O.W.
A/C (TYP.)
EX. TOWNHOUSE
INSTALL INLET FILTER ON EX. CATCH BASIN (SILT SACK OR EQUAL) (TYP.)
CATCH BASIN RIM 742.94 8" INV E 740.94
G.V. & WELL RIM 743.46 FLOWS N-S T/PIPE 738.26
SANITARY MH RIM 743.65 10" INV SE 733.15 15" INV N 731.25 15" INV W 731.10
8" STM
CATCH BASIN RIM 743.13 8" INV NE 739.83 8" INV W 739.63
532 BROOKSIDE AVE 19-25-329-006 LOT 59
CATCH BASIN RIM 744.07 8" INV SW 742.07 8" W (R)
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
COORDINATE WORK WITH PROPERTY OWNER. EX. FENCING WITHIN R.O.W. NEED TO BE REMOVED. SALVAGE MATERIALS FOR OWNER USE.
REMOVE TREE
REMOVE EX. CONC. RETAINING WALL (TYP.)
SAWCUT & REMOVE EX. ASPH. PAVT. FULL-DEPTH (TYP.)
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
BENCHMARK
ARROW ON HYDRANT
ELEVATION 750.33
BIRMINGHAM DATUM
180 RAVINE RD 19-25-330-005 LOT 44
NO SAN. SVC. RECORD FOUND
CATCH BASIN RIM 747.23 12" E INV 743.33
243 RAVINE RD 19-25-329-011 LOT 57
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
REMOVE EX. STEPS
211 RAVINE RD 19-25-329-010 LOT 58
EX. 6" P.V.C. SAN. SVC.
EX. 1" COPPER W.S.
EX. 4" P.V.C. SAN. SVC. 5.5' DEEP AT P/L
EX. 1" COPPER W.S. 5.5' DEEP AT P/L
EX. 6" W.L. SAN. SVC. 7.08' DEEP AT P/L
LOT 60
IRON FENCE
REMOVE EX. STEPS (MAINTAIN ADJACENT SIDEWALK)
REMOVE EX. CONC. RETAINING WALL (TYP.)
CATCH BASIN RIM 744.07 8" INV SW 742.07 8" W (R)
COMBINED MH RIM 747.44 8" E INV 743.38 10" W INV 743.34 8" ENE INV 740.84 10" E INV 740.54 10" E INV 735.14 12" S INV 735.04 12" NW INV 734.84
CATCH BASIN RIM 747.37 10" NNE INV 745.24
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
REMOVE EX. CONC. RETAINING WALL (TYP.)
CATCH BASIN RIM 748.61
INSTALL INLET FILTER ON EX. CATCH BASIN (SILT SACK OR EQUAL) (TYP.)
CATCH BASIN RIM 747.91 12" SW INV 744.21
SAWCUT & REMOVE EX. CONC. CURB & GUTTER (TYP.)
G.V. & WELL RIM 747.56 FLOWS E-W T/PIPE 742.10
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
CATCH BASIN RIM 747.40 8" N INV 744.05 8" W INV 744.00
G.V. & WELL RIM 747.56 FLOWS N-S T/PIPE 742.06
CAUTION!! 2" GAS MAIN
STOP BOX RIM 745.45
HYDRANT FG 747.59
EX. 1" COPPER W.S.
NO SAN. SVC. RECORD FOUND
EX. HOUSE
CATCH BASIN RIM 747.23 12" E INV 743.33
RAVINE ROAD (48' WIDE)
FERNDALE AVENUE (50' WIDE)
ASPHALT PAVEMENT W/CONCRETE CURB
287 RAVINE RD 19-25-329-013 LOT 55
263 RAVINE RD 19-25-329-012 LOT 56
NO SAN. SVC. RECORD FOUND
EX. 1" TO P/L & 3/4" TO HOUSE COPPER W.S. 4' DEEP AT P/L
STEPS (TYP.)
REMOVE EX. STEPS (MAINTAIN ADJACENT SIDEWALK)
REMOVE EX. CONC. RETAINING WALL (TYP.)
SAWCUT & REMOVE EX. ASPH. PAVT. FULL-DEPTH (TYP.)
SAWCUT & REMOVE EX. ASPH. PAVT. FULL-DEPTH (TYP.)
REMOVE EX. CONC. RETAINING WALL (TYP.)
SAWCUT & REMOVE EX. ASPH. PAVT. FULL-DEPTH (TYP.)
PROTECT EX. UTIL. SWC (TYP.)
COMBINED MH RIM 761.12 8" S INV 754.32
SHUT OFF RIM 762.12
STOP BOX RIM 760.95
STOP BOX RIM 761.14
STOP BOX RIM 761.04
HYDRANT FG 761.18
CAUTION!! 2" GAS MAIN
BENCHMARK
ARROW ON HYDRANT
ELEVATION 763.90
BIRMINGHAM DATUM
COMBINED MH RIM 760.07 WM PIPE THRU STRUC. 8" WM FLOWS E-W WM T/PIPE 755.47 8" N INV 753.27 4" S INV 753.27 8" W INV 753.02
EX. HOUSE
EX. 4" P.V.C. TO P/L & 4" CLAY TO BLDG SAN. SVC.
EX. 1" COPPER W.S.
19-25-331-005 LOT 54
EX. 4" P.V.C. TO P/L & 4" CLAY TO BLDG SAN. SVC.
EX. 1" COPPER W.S.
19-25-331-004 LOT 53
EX. 4" V.C.P. SAN. SVC.
EX. 1" COPPER W.S.
256 RAVINE RD 19-25-331-003 LOT 52
EX. HOUSE
NO SAN. SVC. RECORD FOUND
260 RAVINE RD 19-25-331-002 LOT 51
EX. 1" COPPER W.S.
EX. 6" V.C.P. SAN. SVC.
EX. HOUSE 220 RAVINE RD 19-25-331-001 LOT 50
EX. HOUSE
EX. 1" COPPER W.S.
EX. 4" P.V.C. TO P/L & 4" CLAY TO BLDG SAN. SVC.
EX. 1" COPPER W.S.
EX. 4" P.V.C. TO P/L & 4" CLAY TO BLDG SAN. SVC.
EX. 1" COPPER W.S.
EX. HOUSE
NO SAN. SVC. RECORD FOUND
EX. HOUSE
EX. 1" COPPER W.S. 5' DEEP AT P/L
EX. 1" COPPER W.S. 4.5' DEEP AT P/L
EX. 1" COPPER W.S. 4' DEEP AT P/L
EX. 6" P.V.C. TO P/L & 4" P.V.C. TO BLDG SAN. SVC. 3.33' DEEP AT P/L
EX. 6" P.V.C. TO P/L & 4" CLAY TO BLDG SAN. SVC. 5' DEEP AT P/L
EX. 1" COPPER W.S. 4' DEEP AT P/L
EX. 1" COPPER W.S. 4' DEEP AT P/L
EX. 1" COPPER W.S. 4' DEEP AT P/L
EX. 1" COPPER W.S.
EX. 4" CLA SAN. SE
FND. IRON
FND. MON.
FND. PK NAIL
FND. IRON
IRON FENCE
O/H LINES
8" STM
8" WM
12" COMB.
10" COMB.
8" S.S.
8" SAN.
8" W.L.
8" INV
8" R.C.P.
8" C.I.P.
12" C.I.P.
12" R.C.P.
12" STM
24" STM
6" INV
6" W.L.
6" SAN.
6" C.I.P.
6" R.C.P.
6" STM
4" SAN.
4" W.L.
4" C.I.P.
4" R.C.P.
4" STM
2" WM
2" COPPER
2" P-MP GAS MAIN
GAS LINE
GAS MAIN
GAS VALVE
GAS METER
GAS SERVICE
GAS MARKER
GAS VENT
GAS RISER
GAS LINE MARKER
GAS LINE VALVE
GAS LINE METER
GAS LINE SERVICE
GAS LINE MARKER
GAS LINE VENT
GAS LINE

DEMOLITION NOTES

DEMOLITION OF SITE IMPROVEMENTS SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE PUBLIC AGENCY HAVING JURISDICTION OVER SAID DEMOLITION.

FOR ANY DEMOLITION WITHIN PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR, AND SECURE, ALL NECESSARY PERMITS AND LIKEWISE SHALL ARRANGE FOR ALL SITE INSPECTIONS.

SITE DEMOLITION INCLUDES THE COMPLETE REMOVAL OF SITE IMPROVEMENTS AND OFF-SITE DISPOSAL. DEBRIS SHALL BE TRANSPORTED TO AN APPROPRIATE DISPOSAL FACILITY THAT IS LICENSED FOR THAT TYPE OF DEBRIS.

THE CONTRACTOR SHALL COORDINATE TRUCK ROUTES WITH THE MUNICIPALITY PRIOR TO COMMENCEMENT OF SITE DEMOLITION. ALL TRUCKS SHALL BE TARPED OR PROPERLY SECURED TO CONTAIN DEMOLITION DEBRIS PRIOR TO LEAVING SITE.

EXISTING ON-SITE UNDERGROUND UTILITIES AND BUILDING SERVICES HAVE BEEN INDICATED BASED UPON THE BEST AVAILABLE UTILITY RECORDS AND/OR ON-SITE INSPECTION. NO GUARANTEE IS MADE BY THE DESIGN ENGINEER, AS TO THE COMPLETENESS OR ACCURACY OF UTILITY DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF UTILITY INFORMATION (THE DESIGN ENGINEER MAKES NO GUARANTEE NOR ASSUMES ANY LIABILITY AS TO THE COMPLETENESS AND/OR ACCURACY OF UTILITY DATA).

PRIOR TO THE REMOVAL OR ABANDONMENT OF ANY EXISTING UNDERGROUND UTILITY OR BUILDING SERVICE LINES CALLED FOR IN THE PLANS OR DISCOVERED DURING EXCAVATION, THE CONTRACTOR MUST DETERMINE IF THE UTILITY LINE OR BUILDING SERVICE IS STILL IN USE. IF THE UTILITY LINE OR BUILDING SERVICE IS STILL IN USE/ACTIVE THE CONTRACTOR MUST TAKE ALL THE NECESSARY STEPS TO GUARANTEE THAT THE UTILITY LINE OR BUILDING SERVICE IS RECONNECTED WITHOUT AN INTERRUPTION IN SERVICE. THE RECONNECTION OF THE UTILITY LINE OR BUILDING SERVICE MUST BE IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF THE APPROPRIATE GOVERNMENTAL AGENCY OR PRIVATE UTILITY COMPANY.

SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED BY THE CONTRACTOR PRIOR TO SITE DEMOLITION.

* THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF THE SITE DEMOLITION.

THE CONTRACTOR SHALL COORDINATE THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITY POLES AND BUILDING SERVICES WITH UTILITY COMPANY. REMOVAL OF THE UTILITY COMPANIES ELECTRICAL SERVICES SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND REQUIREMENTS OF THE UTILITY COMPANY.

THE CONTRACTOR SHALL COORDINATE THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITY POLES AND BUILDING SERVICES WITH UTILITY COMPANY. REMOVAL OF THE UTILITY COMPANY GAS SERVICES SHALL BE IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF THE UTILITY COMPANY.

THE CONTRACTOR SHALL COORDINATE THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITY POLES AND BUILDING SERVICES WITH THE UTILITY COMPANY. REMOVAL OF THE UTILITY COMPANIES COMMUNICATION SERVICES SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND REQUIREMENTS OF THE UTILITY COMPANY.

THE CONTRACTOR SHALL COORDINATE THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITY POLES AND BUILDING SERVICES WITH THE APPROPRIATE CABLE MEDIA COMPANY. REMOVAL OF CABLE SERVICES SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND REQUIREMENTS OF THE CABLE COMPANY.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF PRIVATE UTILITY COMPANIES AND COORDINATE UTILITY SERVICE SHUT OFF/DISCONNECT, PRIOR TO DEMOLITION OF EXISTING STRUCTURES OR PROPERTIES.

ALL UTILITY METERS SHALL BE REMOVED BY THE APPROPRIATE UTILITY COMPANY.

ANY ON-SITE STORM SEWER FACILITIES LOCATED DURING DEMOLITION SHALL BE REMOVED AND BULK HEADED AT THE PROPERTY LINE IF INDICATED FOR REMOVAL ON THE PLANS.

PRIOR TO BUILDING DEMOLITION, ALL HAZARDOUS MATERIAL SHALL BE REMOVED BY OTHERS. THE DEMOLITION CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER SHOULD ANY SUSPICIOUS MATERIAL BE FOUND.

WATER SERVICES AND/OR STOP-BOX SHALL BE PRESERVED AND BULK HEADED AT THE PROPERTY LINE OR AS DIRECTED BY THE OWNER'S REPRESENTATION.

WHERE EXISTING BUILDINGS PLANED FOR DEMOLITION FALL WITHIN PROPOSED BUILDING FOOT PRINTS, BASEMENT FLOOR SLABS, FOUNDATION WALLS AND FOOTINGS SHALL BE COMPLETELY REMOVED AND BACK FILLED WITH MDOT CLASS II GRANULAR MATERIAL AND BE MACHINE COMPACTED TO A MINIMUM OF 98% OF MATERIALS MAXIMUM DENSITY.

SOIL EROSION CONTROL

CUTTING, FILLING AND GRADING SHALL BE MINIMIZED AND THE NATURAL TOPOGRAPHY OF THE SITE SHALL BE PRESERVED TO THE MAXIMUM POSSIBLE EXTENT, EXCEPT WHERE SPECIFIC FINDINGS DEMONSTRATE THAT MAJOR ALTERATIONS WILL STILL MEET THE PURPOSES AND REQUIREMENTS OF THIS ORDINANCE.

DEVELOPMENT SHALL BE STAGED TO KEEP THE EXPOSED AREAS OF SOIL AS SMALL AS PRACTICABLE.

SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED BETWEEN THE DISTURBED AREA AND ANY WATERCOURSES, INCLUDING RIVERS, STREAMS, CREEKS, LAKES, PONDS AND OTHER WATERCOURSES; WETLANDS; OR ROADWAYS ON OR NEAR THE SITE.

SEDIMENT RESULTING FROM ACCELERATED SOIL EROSION SHALL BE REMOVES FROM RUNOFF WATER BEFORE THAT WATER LEAVES THE SITE.

TEMPORARY AND PERMANENT SOIL EROSION CONTROL MEASURES DESIGNED AND CONSTRUCTED FOR THE CONVEYANCE OF WATER AROUND, THROUGH, OR AWAY FROM THE SITE SHALL BE DESIGNED TO LIMIT THE WATER FLOW TO A NON-EROSIVE VELOCITY.

TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE REMOVED AFTER PERMANENT SOIL EROSION CONTROL MEASURES HAVE BEEN IMPLEMENTED. ALL SITES SHALL BE STABILIZED WITH PERMANENT SOIL EROSION CONTROL MEASURES.

IF LAKES, PONDS, CREEKS, STREAMS, OR WETLANDS ARE LOCATED ON OR NEAR THE SITE, EROSION CONTROL MEASURES WHICH DIVERT RUNOFF AND TRAP SEDIMENT MUST BE PROVIDED AT STRATEGIC LOCATIONS. STRAW BALE BERMS MAY BE USED AS TEMPORARY STORMWATER DIVERSION STRUCTURES, BUT WILL NOT BE CONSIDERED SUFFICIENT FOR TRAPPING SEDIMENT. THE USE OF SEDIMENT BASINS, FILTER FABRIC, VEGETATED BUFFER STRIPS, AND ROCK FILTERS IN LIEU OF STRAW BALE BERMS SHALL BE STRONGLY ENCOURAGED. OTHER MEASURES MAY BE REQUIRED IF REASONABLY DETERMINED TO BE NECESSARY TO PROTECT A WATERCOURSE OR WETLAND.

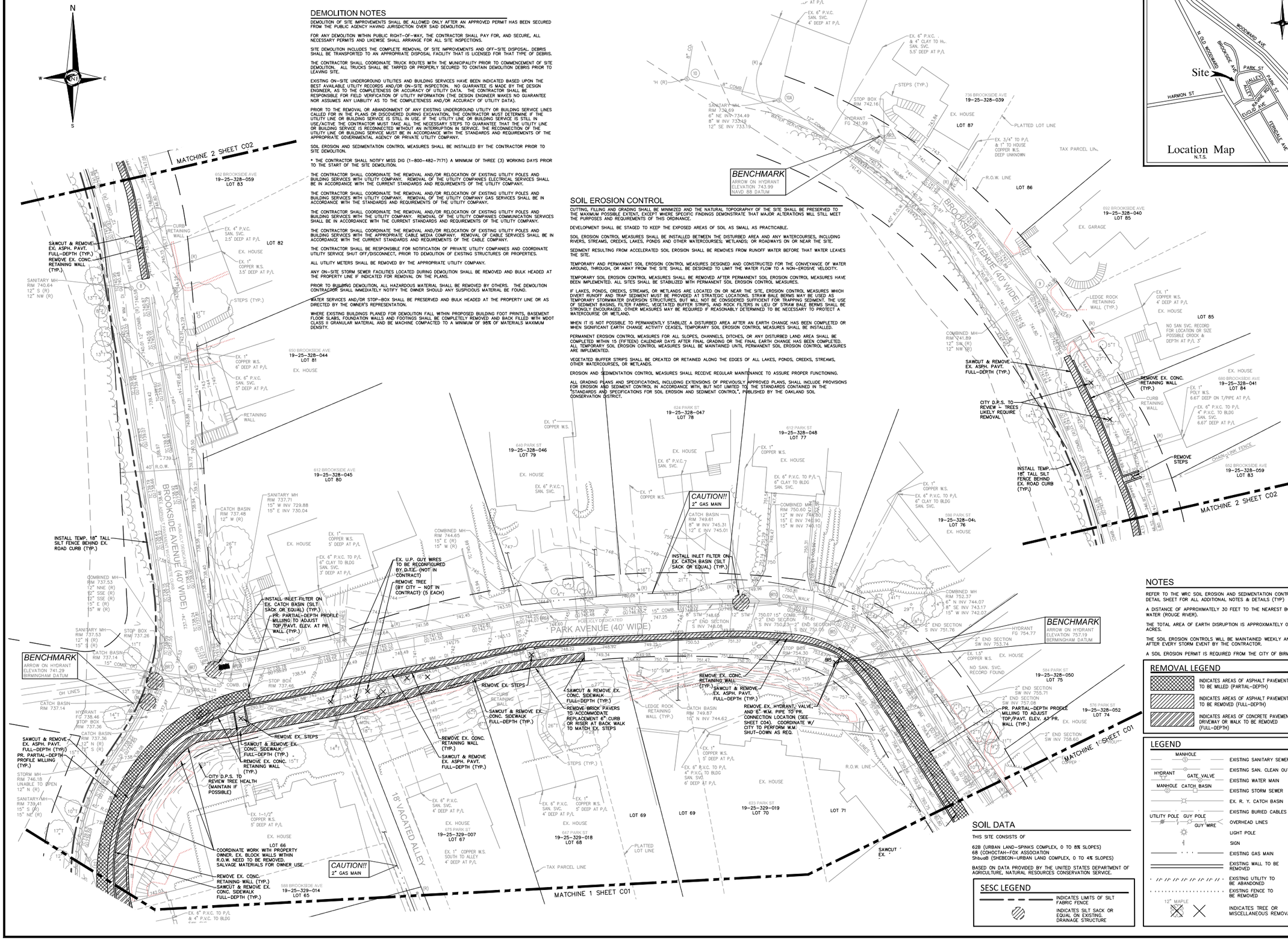
WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER AN EARTH CHANGE HAS BEEN COMPLETED OR WHEN SIGNIFICANT EARTH CHANGE ACTIVITY CEASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED.

PERMANENT EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 15 (FIFTEEN) CALENDAR DAYS AFTER FINAL GRADING OR THE FINAL EARTH CHANGE HAS BEEN COMPLETED. ALL TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED.

VEGETATED BUFFER STRIPS SHALL BE CREATED OR RETAINED ALONG THE EDGES OF ALL LAKES, PONDS, CREEKS, STREAMS, OTHER WATERCOURSES, OR WETLANDS.

EROSION AND SEDIMENTATION CONTROL MEASURES SHALL RECEIVE REGULAR MAINTENANCE TO ASSURE PROPER FUNCTIONING.

ALL GRADING PLANS AND SPECIFICATIONS, INCLUDING EXTENSIONS OF PREVIOUSLY APPROVED PLANS, SHALL INCLUDE PROVISIONS FOR EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH, BUT NOT LIMITED TO, THE STANDARDS CONTAINED IN THE "STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL", PUBLISHED BY THE OAKLAND SOIL CONSERVATION DISTRICT.

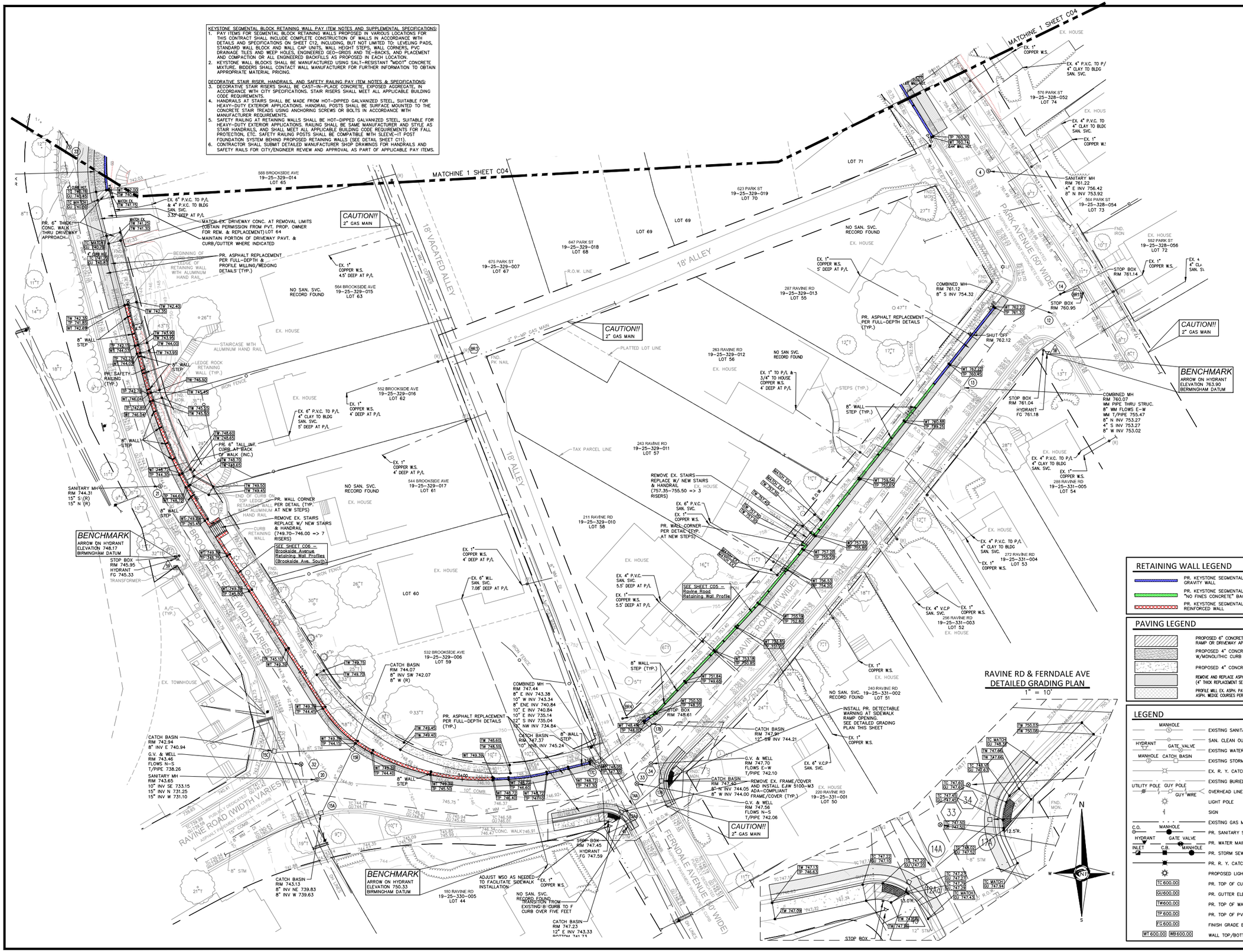

MATCHINE 2 SHEET C02
MATCHINE 1 SHEET C01
MATCHINE 1 SHEET C01
BROOKSIDE AVENUE (40' WIDE)
PARK AVENUE (40' WIDE)
18' VACATED ALLEY
BENCHMARK
ARROW ON HYDRANT
ELEVATION 741.29
BIRMINGHAM DATUM
BENCHMARK
ARROW ON HYDRANT
ELEVATION 743.99
NAVD 88 DATUM
BENCHMARK
ARROW ON HYDRANT
ELEVATION 757.19
BIRMINGHAM DATUM
CAUTION!! 2" GAS MAIN
CAUTION!! 2" GAS MAIN
INSTALL TEMP. 18" TALL SILT FENCE BEHIND EX. ROAD CURB (TYP.)
INSTALL TEMP. 18" TALL SILT FENCE BEHIND EX. ROAD CURB (TYP.)
INSTALL INLET FILTER ON EX. CATCH BASIN (SILT SACK OR EQUAL) (TYP.)
INSTALL INLET FILTER ON EX. CATCH BASIN (SILT SACK OR EQUAL) (TYP.)
PR. PARTIAL-DEPTH PROFILE MILLING TO ADJUST TOP/PAVT. ELEV. AT PR. WALL (TYP.)
SAWCUT & REMOVE EX. ASPH. PAVT. FULL-DEPTH (TYP.) PR. PARTIAL-DEPTH PROFILE MILLING (TYP.)
SAWCUT & REMOVE EX. ASPH. PAVT. FULL-DEPTH (TYP.)
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
SAWCUT & REMOVE EX. ASPH. PAVT. FULL-DEPTH (TYP.)
SAWCUT & REMOVE EX. ASPH. PAVT. FULL-DEPTH (TYP.)
SAWCUT & REMOVE EX. ASPH. PAVT. FULL-DEPTH (TYP.)
SAWCUT & REMOVE EX. ASPH. PAVT. FULL-DEPTH (TYP.)
REMOVE EX. CONC. RETAINING WALL (TYP.)
REMOVE EX. CONC. RETAINING WALL (TYP.)
REMOVE EX. CONC. RETAINING WALL (TYP.)
REMOVE EX. CONC. RETAINING WALL (TYP.)
REMOVE EX. STEPS
REMOVE EX. STEPS
REMOVE EX. STEPS
REMOVE EX. HYDRANT, VALVE, AND 6" W.M. PIPE TO PR. CONNECTION LOCATION (SEE SHEET C04). COORDINATE W/ CITY TO PERFORM W.M. SHUT-DOWN AS REQ.
REMOVE BRICK PAVERS TO ACCOMMODATE REPLACEMENT 6" CURB OR RISER AT BACK WALK TO MATCH EX. STEPS
CITY D.P.S. TO REVIEW TREE HEALTH (MAINTAIN IF POSSIBLE)
CITY D.P.S. TO REVIEW ~ TREES LIKELY REQUIRE REMOVAL
EX. U.P. GUY WIRES TO BE RECONFIGURED BY D.T.E. (NOT IN CONTRACT)
REMOVE TREE (BY CITY ~ NOT IN CONTRACT) (5 EACH)
COORDINATE WORK WITH PROPERTY OWNER. EX. BLOCK WALLS WITHIN R.O.W. NEED TO BE REMOVED. SALVAGE MATERIALS FOR OWNER USE.
REMOVE EX. CONC. RETAINING WALL (TYP.)
SAWCUT & REMOVE EX. CONC. SIDEWALK FULL-DEPTH (TYP.)
REMOVE STEPS
SAWCUT EX.
LOT 69
LOT 69
LOT 71
LOT 82
LOT 83
LOT 80
LOT 79
LOT 78
LOT 77
LOT 76
LOT 87
LOT 86
LOT 85
LOT 84
LOT 75
LOT 74
LOT 70
LOT 68
LOT 67
LOT 66
LOT 65
692 BROOKSIDE AVE 19-25-328-059 LOT 83
736 BROOKSIDE AVE 19-25-328-039
692 BROOKSIDE AVE 19-25-328-040 LOT 85
684 BROOKSIDE AVE 19-25-328-041 LOT 84
676 BROOKSIDE AVE 19-25-328-042
652 BROOKSIDE AVE 19-25-328-043
660 BROOKSIDE AVE 19-25-328-044 LOT 81
612 BROOKSIDE AVE 19-25-328-045 LOT 80
640 PARK ST 19-25-328-046 LOT 79
624 PARK ST 19-25-328-047 LOT 78
616 PARK ST 19-25-328-048 LOT 77
584 PARK ST 19-25-328-050 LOT 75
576 PARK ST 19-25-328-052 LOT 74
623 PARK ST 19-25-329-019 LOT 70
647 PARK ST 19-25-329-018 LOT 68
675 PARK ST 19-25-329-007 LOT 67
689 BROOKSIDE AVE 19-25-329-014 LOT 65
PLATTED LOT LINE
TAX PARCEL LINE
R.O.W. LINE
EX. HOUSE
EX. GARAGE
NO SAN. SVC. RECORD FOR LOCATION OR SIZE POSSIBLE CROCK & DEPTH AT P/L 3'
NO SAN. SVC. RECORD FOUND
LEDGE ROCK RETAINING WALL (TYP.)
CURB RETAINING WALL
RETAINING WALL
CHAIN LINK FENCE
STEPS (TYP.)
STOP BOX RIM 742.16
HYDRANT FG 741.99
HYDRANT FG 754.77
HYDRANT FG 738.46
STOP BOX RIM 737.36
SANITARY MH RIM 740.64 12" S (R) 12" NW (R)
SANITARY MH RIM 737.53 12" N (R) 15" S (R)
SANITARY MH RIM 739.41 15" S (R) 15" NE (R)
SANITARY MH RIM 736.69 6" NE INV 734.49 8" W INV 733.49 12" SE INV 733.19
SANITARY MH RIM 737.71 15" W INV 729.88 15" E INV 730.04
COMBINED MH RIM 737.53 12" NW (R) 12" SSE (R) 12" SSE (R) 15" E (R) 15" W (R)
COMBINED MH RIM 744.65 15" E (R) 15" W (R)
COMBINED MH RIM 750.60 12" W INV 741.80 15" E INV 740.90 15" W INV 740.10
COMBINED MH RIM 752.37 4" S INV 744.07 8" SE INV 743.17 15" W INV 742.07
COMBINED MH RIM 741.89 12" SW (R) 12" NW (R)
CATCH BASIN RIM 737.48 12" W (R)
CATCH BASIN RIM 737.14 15" COMB. (W)
CATCH BASIN RIM 737.36 12" N (R) 15" S (R)
CATCH BASIN RIM 749.61 8" W INV 745.31 12" E INV 745.01
CATCH BASIN RIM 749.87 10" N INV 744.62
CATCH BASIN RIM 749.87
STORM MH RIM 746.18 UNABLE TO OPEN 12" N (R)
2" END SECTION S INV 751.76
2" END SECTION S INV 748.08
2" END SECTION S INV 750.23
2" END SECTION SW INV 753.74
2" END SECTION SW INV 755.71
2" END SECTION SW INV 757.08
2" END SECTION SW INV 758.60
EX. 1" COPPER W.S. 4' DEEP AT P/L
EX. 1" COPPER W.S. 6' DEEP AT P/L
EX. 1" COPPER W.S. 3.5' DEEP AT P/L
EX. 1" COPPER W.S. 5' DEEP AT P/L
EX. 1" COPPER W.S. 6.67' DEEP ON T/PIPE AT P/L
EX. 1" POLY W.S. 6.67' DEEP ON T/PIPE AT P/L
EX. 1-1/2" COPPER W.S. 5' DEEP AT P/L
EX. 4" P.V.C. SAN. SVC. 2.5' DEEP AT P/L
EX. 6" P.V.C. SAN. SVC. 5' DEEP AT P/L
EX. 6" P.V.C. SAN. SVC. 4' DEEP AT P/L
EX. 6" P.V.C. & 4" CLAY TO HS. SAN. SVC. 5.5' DEEP AT P/L
EX. 6" P.V.C. SAN. SVC.
EX. 6" P.V.C. TO P/L & 6" CLAY TO BLDG SAN. SVC. 3' DEEP AT P/L
EX. 6" P.V.C. TO P/L & 6" CLAY TO BLDG SAN. SVC.
EX. 6" P.V.C. TO P/L & 4" P.V.C. TO BLDG SAN. SVC. 6' DEEP AT P/L
EX. 6" P.V.C. TO P/L & 4" P.V.C. TO BLDG SAN. SVC.
EX. 6" P.V.C. TO P/L & 4" P.V.C. TO BLDG
EX. 6" P.V.C. TO P/L & 4" P.V.C. TO BLDG SAN. SVC. 6.67' DEEP AT P/L
EX. 6" P.V.C. SAN. SVC. 4' DEEP AT P/L
EX. 6" P.V.C. SAN. SVC. 4' DEEP AT P/L
EX. 6" P.V.C. SAN. SVC. SOUTH TO ALLEY 4' DEEP AT P/L
EX. 3/4" TO P/L & 1" TO HOUSE COPPER W.S. DEEP UNKNOWN
EX. 1" COPPER W.S. 5' DEEP AT P/L
EX. 1" COPPER W.S. 5' DEEP AT P/L
EX. 1" COPPER W.S. 5' DEEP AT P/L

KEYSTONE SEGMENTAL BLOCK RETAINING WALL PAY ITEM NOTES AND SUPPLEMENTAL SPECIFICATIONS:

1. PAY ITEMS FOR SEGMENTAL BLOCK RETAINING WALLS PROPOSED IN VARIOUS LOCATIONS FOR THIS CONTRACT SHALL INCLUDE COMPLETE CONSTRUCTION OF WALLS IN ACCORDANCE WITH DETAILS AND SPECIFICATIONS ON SHEET C12, INCLUDING, BUT NOT LIMITED TO: LEVELING PADS, STANDARD WALL BLOCK AND WALL CAP UNITS, WALL HEIGHT STEPS, WALL CORNERS, PVC DRAINAGE TILES AND WEEP HOLES, ENGINEERED GEO-GRIDS AND TIE-BACKS, AND PLACEMENT AND COMPACTION OR ALL ENGINEERED BACKFILLS AS PROPOSED IN EACH LOCATION.
2. KEYSTONE WALL BLOCKS SHALL BE MANUFACTURED USING SALT-RESISTANT "MDOT" CONCRETE MIXTURE. BIDDERS SHALL CONTACT WALL MANUFACTURER FOR FURTHER INFORMATION TO OBTAIN APPROPRIATE MATERIAL PRICING.

DECORATIVE STAIR RISER, HANDRAILS, AND SAFETY RAILING PAY ITEM NOTES & SPECIFICATIONS:

3. DECORATIVE STAIR RISERS SHALL BE CAST-IN-PLACE CONCRETE, EXPOSED AGGREGATE, IN ACCORDANCE WITH CITY SPECIFICATIONS. STAIR RISERS SHALL MEET ALL APPLICABLE BUILDING CODE REQUIREMENTS.
4. HANDRAILS AT STAIRS SHALL BE MADE FROM HOT-DIPPED GALVANIZED STEEL, SUITABLE FOR HEAVY-DUTY EXTERIOR APPLICATIONS. HANDRAIL POSTS SHALL BE SURFACE MOUNTED TO THE CONCRETE STAIR TREADS USING ANCHORING SCREWS OR BOLTS IN ACCORDANCE WITH MANUFACTURER REQUIREMENTS.
5. SAFETY RAILING AT RETAINING WALLS SHALL BE HOT-DIPPED GALVANIZED STEEL, SUITABLE FOR HEAVY-DUTY EXTERIOR APPLICATIONS. RAILING SHALL BE SAME MANUFACTURER AND STYLE AS STAIR HANDRAILS, AND SHALL MEET ALL APPLICABLE BUILDING CODE REQUIREMENTS FOR FALL PROTECTION, ETC. SAFETY RAILING POSTS SHALL BE COMPATIBLE WITH SLEEVE-IT POST FOUNDATION SYSTEM BEHIND PROPOSED RETAINING WALLS (SEE DETAIL SHEET C11).
6. CONTRACTOR SHALL SUBMIT DETAILED MANUFACTURER SHOP DRAWINGS FOR HANDRAILS AND SAFETY RAILS FOR CITY/ENGINEER REVIEW AND APPROVAL AS PART OF APPLICABLE PAY ITEMS.



RAVINE RD & FERNDALE AVE DETAILED GRADING PLAN

1" = 10'

RETAINING WALL LEGEND

- PR. KEYSTONE SEGMENTAL BLOCK GRAVITY WALL
- PR. KEYSTONE SEGMENTAL BLOCK "NO FINES CONCRETE" BACKFILL WALL
- PR. KEYSTONE SEGMENTAL BLOCK REINFORCED WALL

PAVING LEGEND

- PROPOSED 6" CONCRETE SIDEWALK, RAMP OR DRIVEWAY APPROACH
- PROPOSED 4" CONCRETE SIDEWALK W/MONOLITHIC CURB
- PROPOSED 4" CONCRETE SIDEWALK
- REMOVE AND REPLACE ASPH. PAVT. FULL-DEPTH (4" THICK REPLACEMENT SECTION)
- PROFILE MILL EX. ASPH. PAVT. AND PROVIDE ASPH. WEDGE COURSES PER DETAIL

LEGEND

- MANHOLE — EXISTING SANITARY SEWER
- HYDRANT / GATE VALVE — SAN. CLEAN OUT
- MANHOLE / CATCH BASIN — EXISTING WATERMAIN
- EXISTING STORM SEWER
- EX. R. Y. CATCH BASIN
- UTILITY POLE / GUY POLE — EXISTING BURIED CABLES
- GUY WIRE — OVERHEAD LINES
- LIGHT POLE
- SIGN
- EXISTING GAS MAIN
- C.O. MANHOLE — PR. SANITARY SEWER
- HYDRANT / GATE VALVE — PR. WATER MAIN
- INLET / C.B. / MANHOLE — PR. STORM SEWER
- PR. R. Y. CATCH BASIN
- PROPOSED LIGHT POLE
- TC 600.00 — PR. TOP OF CURB ELEVATION
- GU 600.00 — PR. GUTTER ELEVATION
- TW 600.00 — PR. TOP OF WALK ELEVATION
- TP 600.00 — PR. TOP OF PVMT. ELEVATION
- FG 600.00 — FINISH GRADE ELEVATION
- WT 600.00 / WB 600.00 — WALL TOP/BOTTOM ELEVATION

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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SEAL

STATE OF MICHIGAN — PAUL TULIKANGAS — ENGINEER NO. 057929 — LICENSED PROFESSIONAL ENGINEER

PROJECT

City of Birmingham
Park Ave, Brookside Ave & Ravine Road Wall Replacement
Contract #2-25(P)

CLIENT

BIRMINGHAM — A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the SW 1/4 of Section 25 T.2N, R.10E City of Birmingham, Oakland County, Michigan

SHEET

Paving-Grading Plan - South

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
03-12-25	ISSUED SURVEY
04-01-25	DESIGN DEVELOPMENT
05-19-25	G2 COORDINATION
06-03-25	CITY REVIEW
10-31-25	CITY REVIEW
01-09-26	ADDENDUM 1
01-15-26	ADDENDUM 3

DRAWN BY: D. Auricchio
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: June 5, 2025
SCALE: 1" = 20'

NFE JOB NO. O608 SHEET NO. C03

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KEYSTONE SEGMENTAL BLOCK RETAINING WALL PAY ITEM NOTES AND SUPPLEMENTAL SPECIFICATIONS:

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NF ENGINEERS

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LAND PLANNERS

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SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT

City of Birmingham
Park Ave, Brookside Ave &
Ravine Road Wall Replacement
Contract #2-25(P)

CLIENT

BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the SW 1/4
of Section 25
T.2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET

Paving-Grading Plan -
North

Know what's below
Call before you dig.

DATE	ISSUED/REVISED
03-12-25	ISSUED SURVEY
04-01-25	DESIGN DEVELOPMENT
05-19-25	G2 COORDINATION
06-05-25	CITY REVIEW
10-31-25	CITY REVIEW
01-09-26	ADDENDUM 1
01-15-26	ADDENDUM 3

DRAWN BY: D. Auricchio

DESIGNED BY: P. Tulikangas

APPROVED BY: B. Buchholz

DATE: June 5, 2025

SCALE: 1" = 20'

20 10 0 10 20 30

NFE JOB NO. O608

SHEET NO. C04

RETAINING WALL LEGEND

- PR. KEYSTONE SEGMENTAL BLOCK GRAVITY WALL
- PR. KEYSTONE SEGMENTAL BLOCK "NO FINES CONCRETE" BACKFILL WALL
- PR. KEYSTONE SEGMENTAL BLOCK REINFORCED WALL

PAVING LEGEND

- PROPOSED 6" CONCRETE SIDEWALK, RAMP OR DRIVEWAY APPROACH
- PROPOSED 4" CONCRETE SIDEWALK W/MONOLITHIC CURB
- PROPOSED 4" CONCRETE SIDEWALK
- REMOVE AND REPLACE ASPH. PAVT. FULL-DEPTH (4" THICK REPLACEMENT SECTION)
- PROFILE MILL EX. ASPH. PAVT. AND PROVIDE ASPH. WEDGE COURSES PER DETAIL

LEGEND

- EXISTING SANITARY SEWER
- SAN. CLEAN OUT
- EXISTING WATERMAIN
- EXISTING STORM SEWER
- EX. R. Y. CATCH BASIN
- EXISTING BURIED CABLES
- OVERHEAD LINES
- LIGHT POLE
- SIGN
- EXISTING GAS MAIN
- PR. SANITARY SEWER
- PR. WATER MAIN
- PR. STORM SEWER
- PR. R. Y. CATCH BASIN
- PROPOSED LIGHT POLE
- TC600.00 PR. TOP OF CURB ELEVATION
- GU600.00 PR. GUTTER ELEVATION
- TW600.00 PR. TOP OF WALK ELEVATION
- TP600.00 PR. TOP OF PVMT. ELEVATION
- FG600.00 FINISH GRADE ELEVATION
- WT600.00 / WB600.00 WALL TOP/BOTTOM ELEVATION

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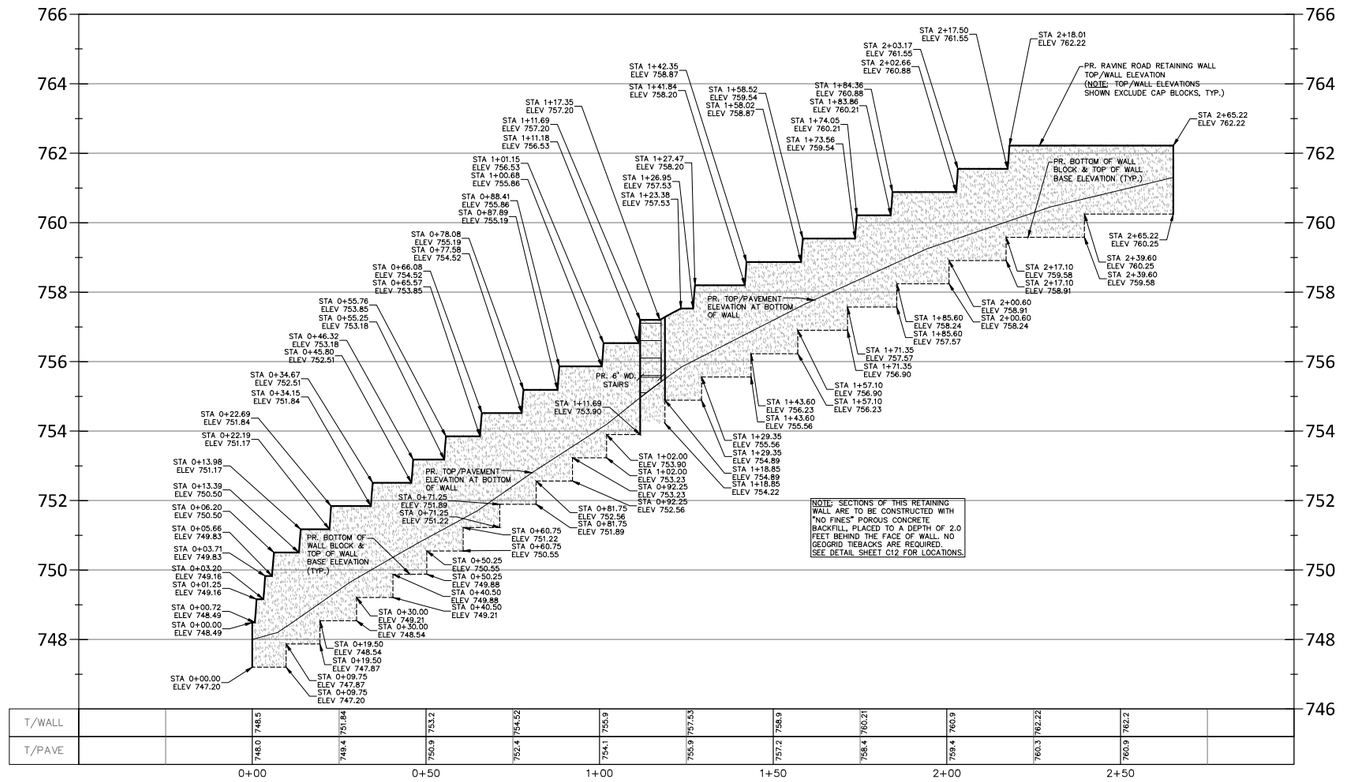
Profile View of RAVINE ROAD



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SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
I, LICENSED PROFESSIONAL ENGINEER

PROJECT

City of Birmingham
Park Ave, Brookside Ave &
Ravine Road Wall Replacement
Contract #2-25(P)

CLIENT

BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the SW 1/4
of Section 25
T.2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET

Ravine Road Retaining
Wall Profile

Know what's below
Call before you dig.

DATE	ISSUED/REVISED
03-12-25	ISSUED SURVEY
04-01-25	DESIGN DEVELOPMENT
05-19-25	G2 COORDINATION
06-05-25	CITY REVIEW
10-31-25	CITY REVIEW
01-09-26	ADDENDUM 1
01-15-26	ADDENDUM 3

DRAWN BY: D. Auricchio
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: June 5, 2025
SCALE: 1" = 20' / 1"=2'

NFE JOB NO. O608
SHEET NO. C05

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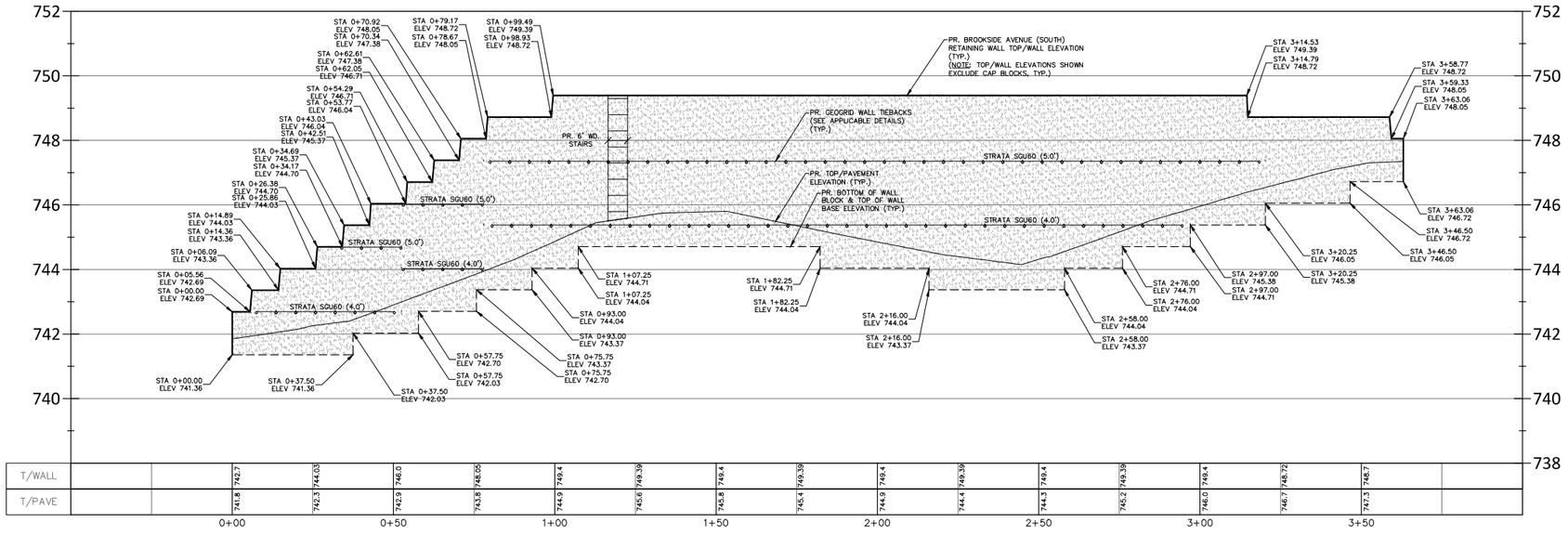
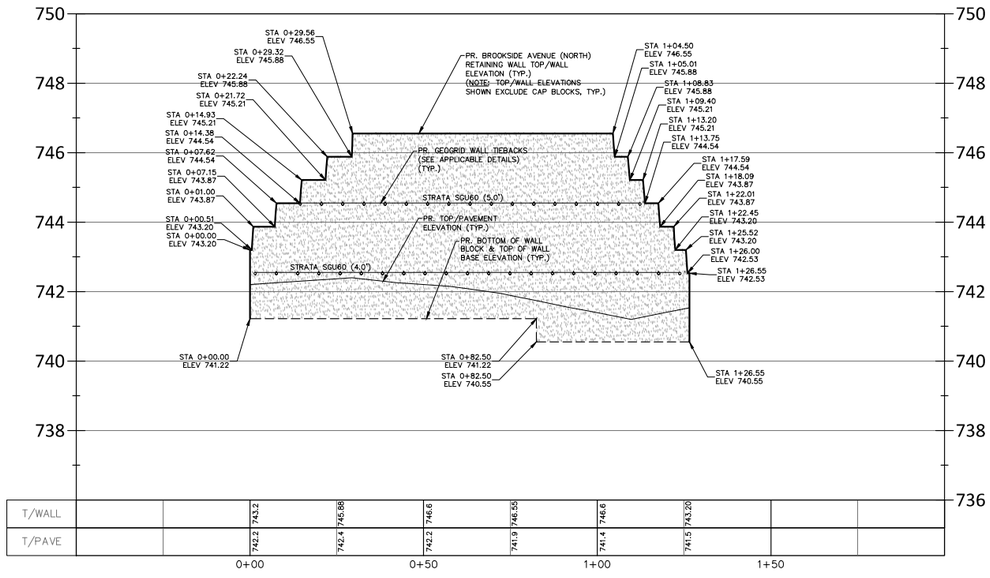
Profile View of BROOKSIDE AVENUE (SOUTH)



Profile View of BROOKSIDE AVENUE (NORTH)



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SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT

City of Birmingham
Park Ave, Brookside Ave & Ravine Road Wall Replacement
Contract #2-25(P)

CLIENT

BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the SW 1/4
of Section 25
T.2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET

Brookside Avenue
Retaining Wall Profiles

811 Know what's below Call before you dig.

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04-01-25	DESIGN DEVELOPMENT
05-19-25	G2 COORDINATION
06-05-25	CITY REVIEW
10-31-25	CITY REVIEW
01-09-26	ADDENDUM 1
01-15-26	ADDENDUM 3

DRAWN BY: D. Auricchio
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
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SCALE: 1" = 20' / 1"=2'

NFE JOB NO. O608
SHEET NO. C06

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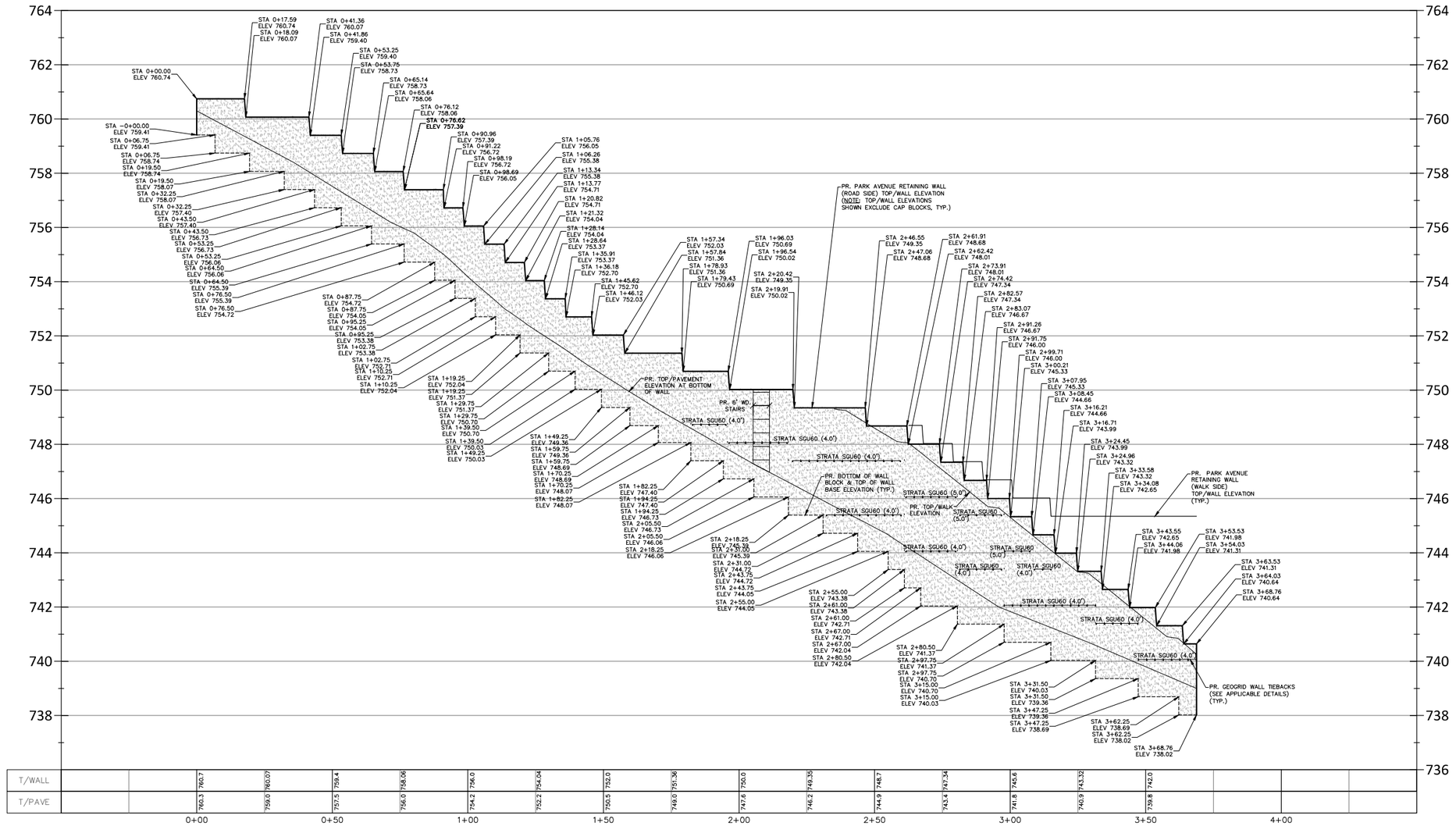
Profile View of PARK AVENUE-ROAD SIDE



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SEAL

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LICENSED PROFESSIONAL ENGINEER

PROJECT

City of Birmingham
Park Ave, Brookside Ave &
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PROJECT LOCATION

Part of the SW 1/4
of Section 25
T.2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET

Park Avenue Retaining
Wall Profile (Road Side)

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
03-12-25	ISSUED SURVEY
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05-19-25	G2 COORDINATION
06-05-25	CITY REVIEW
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DRAWN BY: D. Auricchio
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: June 5, 2025
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20 10 0 10 20 30

NFE JOB NO. O608
SHEET NO. C07

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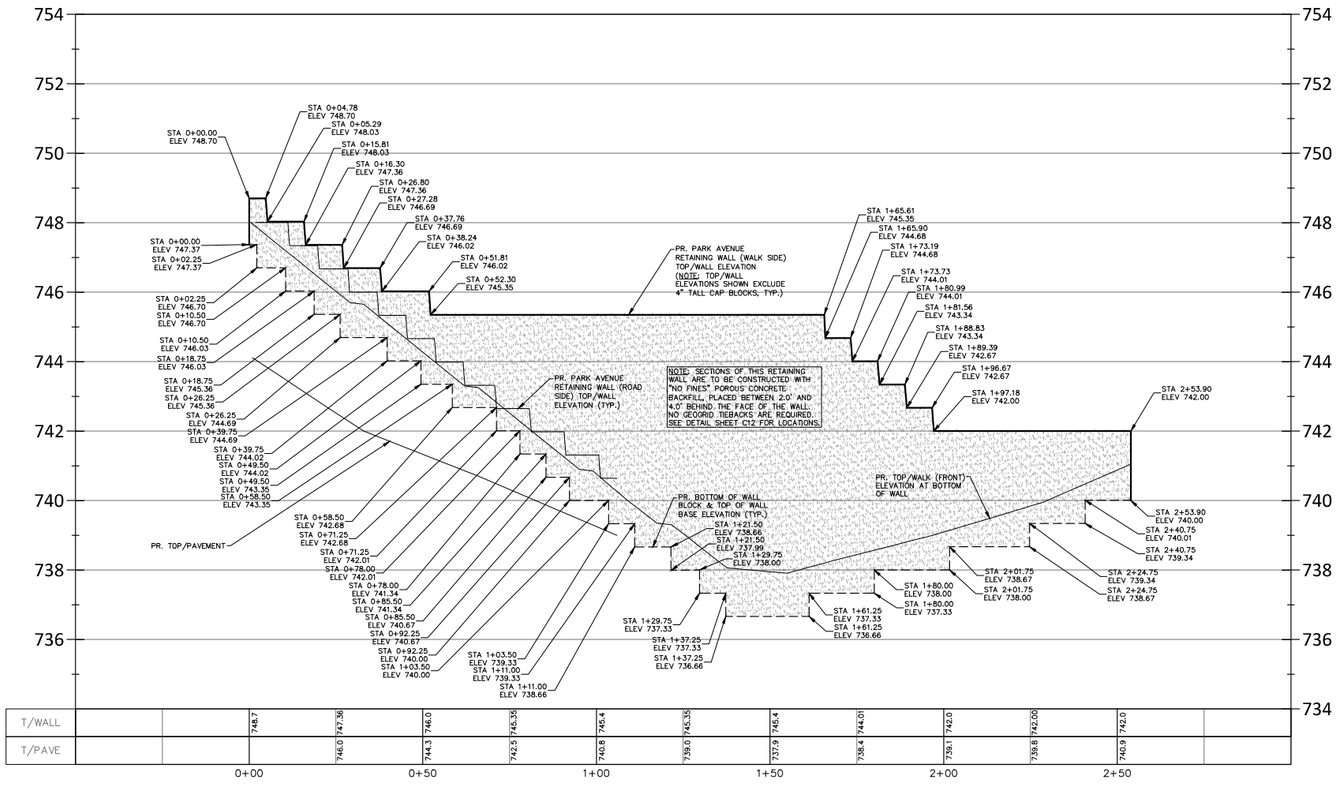
Profile View of PARK AVENUE-WALK SIDE



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SEAL

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PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT

City of Birmingham
Park Ave, Brookside Ave &
Ravine Road Wall Replacement
Contract #2-25(P)

CLIENT

BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the SW 1/4
of Section 25
T.2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET

Park Avenue Retaining
Wall Profile (Walk Side)

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
03-12-25	ISSUED SURVEY
04-01-25	DESIGN DEVELOPMENT
05-19-25	G2 COORDINATION
06-05-25	CITY REVIEW
10-31-25	CITY REVIEW
01-09-26	ADDENDUM 1
01-15-26	ADDENDUM 3

DRAWN BY: D. Auricchio
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: June 5, 2025
SCALE: 1" = 20' / 1"=2'

20 10 0 10 20 30

NFE JOB NO. O608
SHEET NO. C08

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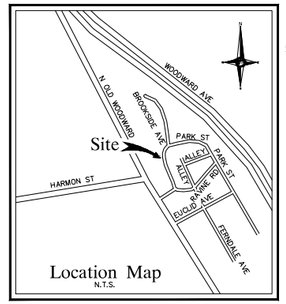

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46777 WOODWARD AVE.
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36"x24" ADVANCE WARNING SIGN "F"
BLACK LEGEND ON ORANGE BACKGROUND

18"x36" ADVANCE WARNING SIGN "E"
BLACK LEGEND ON ORANGE BACKGROUND

36"x12" ADVANCED WARNING
SIGN "A" (R6-1)(R)

36"x12" ADVANCED WARNING
SIGN "B" (R6-1)(L)

ADVANCED WARNING
SIGN "D" (R3-1)

ADVANCED WARNING
SIGN "C" (R3-2)

SPECIAL ADVANCED WARNING SIGN QUANTITIES

DESIGNATION	DESCRIPTION	SIZE	QUANTITY
SIGN "A"	ONE WAY (R6-1)(R)	36"x12"	2
SIGN "B"	ONE WAY (R6-1)(L)	36"x12"	1
SIGN "C"	NO LEFT TURN (R3-1)	24"x24"	2
SIGN "D"	NO RIGHT TURN (R3-2)	24"x24"	4
SIGN "E"	ONE WAY TRAFFIC AHEAD	36"X18"	3
SIGN "F"	WRONG WAY (5-1a)	36"x24"	1

NOTES

1. PLACE TRAFFIC CONTROL DEVICES AS SPECIFIED, OR AS OTHERWISE DIRECTED BY THE CITY OF BIRMINGHAM, INCLUDING ADVANCE WARNING SIGNS AND BARRICADES NOT SPECIFIED ON THIS DIAGRAM. CONTRACTOR/INSPECTOR MUST ACCOMPANY SIGN SUBCONTRACTOR DURING PLACEMENT OF SIGNS THROUGHOUT VARIOUS TRAFFIC CONTROL CHANGES.
2. ALL SIGNS AND BARRICADING SHALL BE IN ACCORDANCE WITH CURRENT M.M.U.T.C.D. AND M.D.O.T. SPECIFICATIONS AND TRAFFIC TYPICALS, INCLUDING PLACEMENT OF ADDITIONAL REQUIRED SIGNS/BARRICADES NOT DEPICTED ON THESE PLANS TO CONTROL TRAFFIC, LANE SHIFTS, ETC.
3. ADVANCE WARNING SIGNS AND BARRICADES SHALL REMAIN IN PLACE UNTIL THE NEW ROAD (OR A PORTION THEREOF) IS READY TO BE OPENED FOR TRAFFIC AS DETERMINED BY THE CITY.
4. MAINTAIN SIDEWALKS AND INSTALL & MAINTAIN FENCING & SIGNAGE AS NEEDED TO ENSURE PEDESTRIAN SAFETY. UTILIZE MAINTENANCE AGGREGATE AS REQUIRED.
5. ERECT, REMOVE, AND/OR MAINTAIN ALL ADVANCE WARNING/DETOUR SIGNAGE AS DIRECTED BY THE CITY.
6. TYPE III BARRICADES (LIGHTED) SHALL BE PLACED FOR ALL LANE CLOSURES, AND SHALL INCLUDE A R11-2 OR R11-4 SIGN ON EACH TYPE III BARRICADE WHERE NOTED.
7. ALL SIDEWALK CLOSURES WITHIN CITY LIMITS SHALL HAVE TYPE III BARRICADES AND INCLUDE A SIDEWALK CLOSED SIGN. IF SIDEWALK CLOSURES ARE REQUIRED WITHIN M.D.O.T. RIGHT-OF WAY ON WOODWARD AVENUE (M-1), TYPE II BARRICADES SHALL BE USED.
8. LOCAL RESIDENT TRAFFIC (TWO-WAY) SHALL TYPICALLY BE MAINTAINED DURING CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE ADDITIONAL ADVANCED WARNING SIGNAGE TO INDICATE WHEN FULL-WIDTH CLOSURES WILL BE REQUIRED IN ISOLATED WORK AREAS. PROVIDE ADDITIONAL TYPE III BARRICADES,R11-2,R11-4 SIGNS AT MAPLE, LINCOLN & MIDDLE PORTION OF ARLINGTON FOR BOTH DIRECTIONS OF TRAFFIC.
10. CONTRACTOR SHALL PROVIDE FLAG CONTROL AS REQUIRED THROUGHOUT DURATION OF PROJECT.

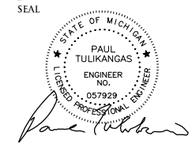
PHASING NOTES TO MAINTAIN ACCESS TO #336 MAPLE

1. WORK SHALL BE PHASED IN ORDER TO MAINTAIN INGRESS AND EGRESS TO THIS PRIVATE PARKING GARAGE AT ALL TIMES DURING THE PROJECT.
2. CONTRACTOR SHALL GAP ALL WORK, INCLUDING UNDERGROUND UTILITY CONSTRUCTION AND FULL-DEPTH PAVEMENT REMOVAL AND REPLACEMENT, WITHIN CHESTER STREET AND BATES STREET, AS REQUIRED TO MAINTAIN TWO-WAY TRAFFIC ON CHESTER AT ALL TIMES (INCLUDING REQUIRED EGRESS ROUTE FOR RESIDENCES ON WARREN COURT), AND ONE-WAY SOUTH-BOUND ON BATES AT ALL TIMES.

SYMBOL KEY

- TYPE III BARRICADES
- ADVANCED WARNING SIGN
- CHANNELIZATION DEVICE

SEAL



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of Section 25
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SHEET
Traffic Management
Diagram

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DRAWN BY:
D. Auricchio
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
June 5, 2025
SCALE: 1" = 50'
50 25 0 25 50 75
NFE JOB NO. O608
SHEET NO. C09

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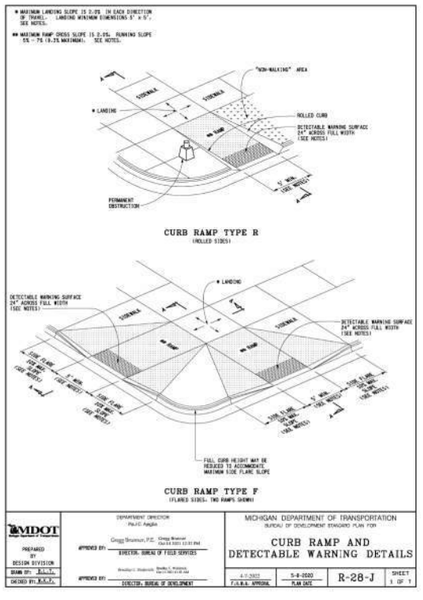

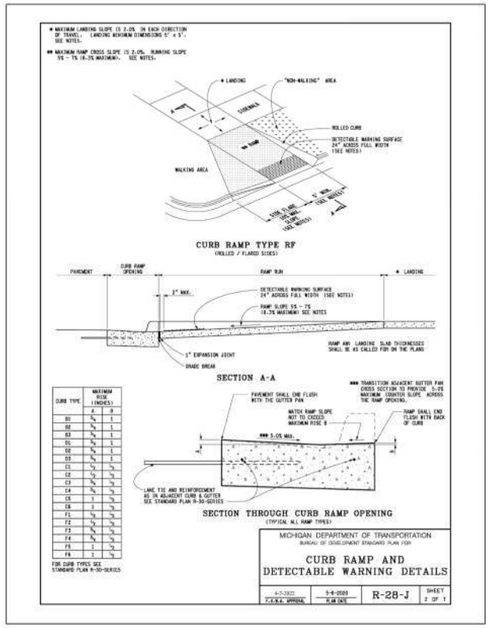

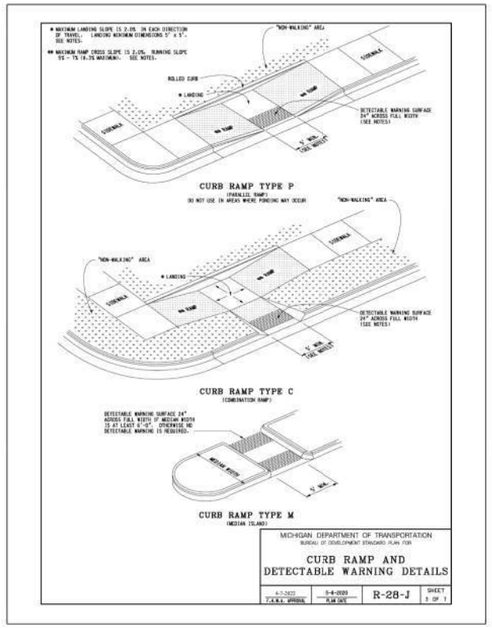

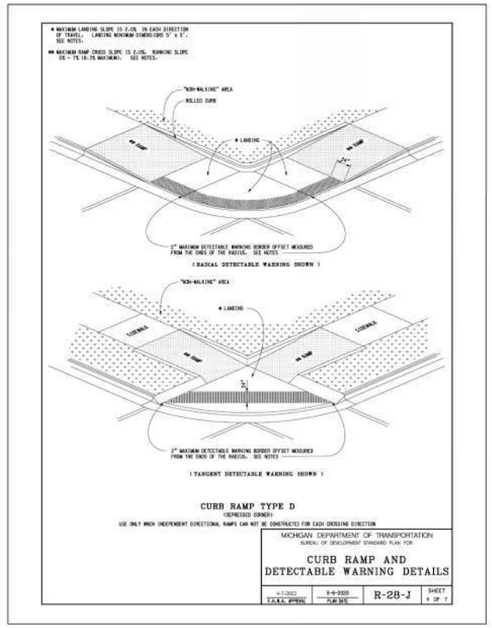

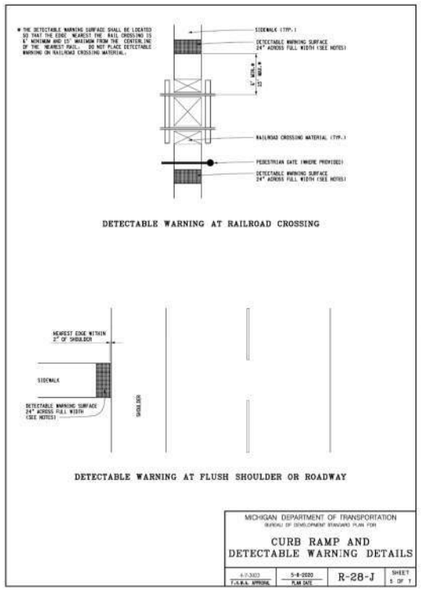

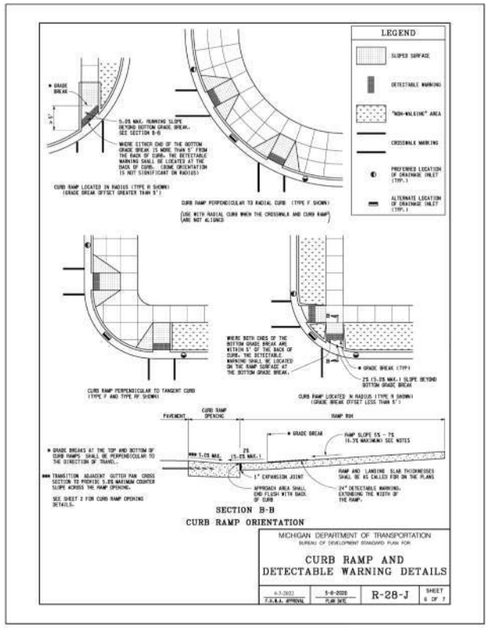

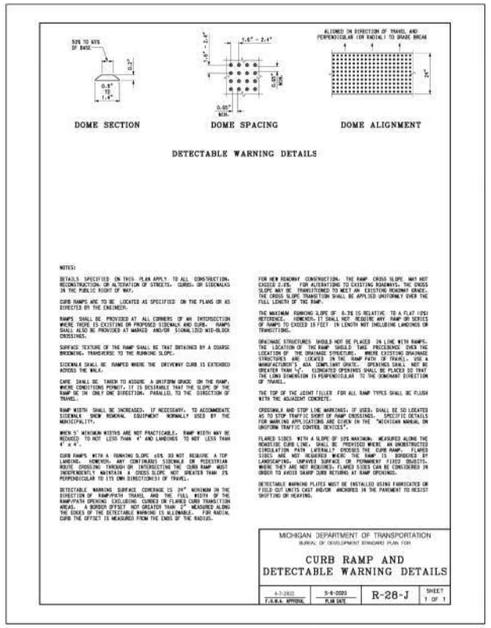

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Oakland County, Michigan

SHEET
General Notes &
Details (1 of 2)

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DRAWN BY: D. Auricchio
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: June 5, 2025
SCALE: N.T.S.

NFE JOB NO. O608
SHEET NO. C10

GENERAL NOTES

1. BRICK PAVERS SHALL BE REMOVED BY MEANS WHICH CAUSE NO DAMAGE TO THE BRICKS. BRICKS SHALL BE DELIVERED TO CITY OF BIRMINGHAM DEPARTMENT OF SERVICES AS DIRECTED BY THE ENGINEER.
2. ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT FULL DEPTH.
3. ANY GRAVEL REPLACEMENT NECESSARY FOR REGRADING DRIVEWAYS SHALL BE CONSIDERED INCLUDED IN THE COST OF CONCRETE DRIVE APPROACH.
4. ALL TREES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED DURING CONSTRUCTION. WHERE NECESSARY, TREE ROOTS SHALL BE CUT CLEANLY. AT NO TIME WILL RIPPING OR TEARING OF TREE ROOTS BE ACCEPTABLE.
5. ALL DRIVEWAYS (BEHIND THE SIDEWALK) SHALL BE REPAIRED WITH A CROSS SECTION WHICH MATCHES THE EXISTING IN THICKNESS, OR A MINIMUM 4.0" BITUMINOUS MIXTURE No. 13A. IF THE EXISTING DRIVEWAY IS GREATER THAN 4.0" IN DEPTH, THE THICKNESS OF THE BITUMINOUS MIXTURE No. 13A SHALL BE ADJUSTED TO MAKE UP THE DIFFERENCE.
6. UNLESS OTHERWISE SHOWN, PROPOSED GRADES IN PROFILE ARE TOP OF CURB GRADES.
7. ROCKS, OR OTHER MISC. DEBRIS WHICH ARE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE, UNLESS DIRECTED OTHERWISE FROM THE CITY.
8. THE PAY ITEM "ADJUST STRUCTURE COVER" APPLIES ONLY TO PRE-EXISTING STRUCTURES TO BE ADJUSTED TO PROPOSED GRADES AS PART OF CONSTRUCTION.
9. IF THE CONTRACTOR HAS MULTIPLE CREWS WORKING THAT REQUIRES MULTIPLE CITY INSPECTORS ON A GIVEN WORK DAY, THE PAY ITEM "INSPECTOR CREW DAYS" SHALL BE MULTIPLIED BY THE CORRESPONDING NUMBER OF INSPECTORS REQUIRED DURING SAID WORK DAY.

PAVING NOTES

1. PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

   CONCRETE ROAD: BASE COURSE – 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK)
   MIX – PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), TO COMPLY WITH MDOT 3500HP REQUIREMENTS.

   CONCRETE FLATWORK: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1.5 TO 3 INCHES. COMPLY WITH MDOT 3500 REQUIREMENTS.

   ALL CONCRETE PAVEMENT AND FLATWORK MIXES USED ON THIS PROJECT SHALL COMPLY WITH A MINIMUM GROUND GRANULATED BLAST-FURNACE SLAG (GGBFS) SUBSTITUTION OF TWENTY-FIVE (25) PERCENT SUBJECT TO SEASONAL LIMITATIONS PER THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION.

   ASPHALT: AGGREGATE BASE COURSE – 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK)

   WEARING COURSES:
   ASPHALT ROAD – MDOT HMA MIXTURE NO. 5EML (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)

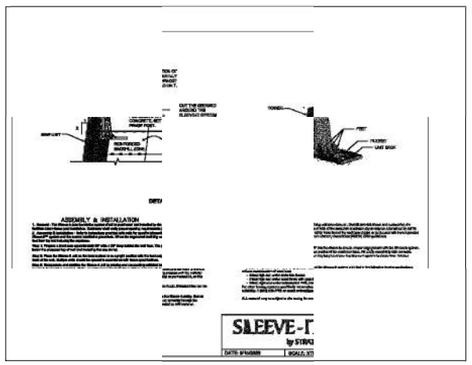
   LEVELING COURSES:
   ASPHALT ROAD – MDOT HMA MIXTURE NO. 4EML (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)

   BASE COURSES:
   ASPHALT ROAD – MDOT HMA MIXTURE NO. 3EML (MAX. APPLICATION RATE 330 POUNDS PER SQUARE YARD)

   BOND COAT – MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD
2. PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
3. ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
4. ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.
5. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2003 EDITION.
6. ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
7. ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
8. CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
9. FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.
10. EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS (INCLUDED IN PAVING WORK).
11. EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
12. SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
13. ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
14. FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
15. R.A.P. NOT ALLOWED IN SURFACE / TOP COURSE OF ASPHALT.

WATER MAIN NOTES

1. ALL WATER MAINS 4" AND LARGER SHALL BE DUCTILE IRON PIPE THICKNESS CLASS 52, WITH PUSH ON TYPE JOINTS PER CITY REQUIREMENTS.
2. NEW WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 5.5 FEET OF COVER. EXCEPTIONS WILL BE ALLOWED WHEN NECESSARY TO CONNECT TO EXISTING MAIN OR WHEN AUTHORIZED BY THE ENGINEER.
3. KNOWN WATER SERVICES BASED ON FIELD INFORMATION OR CITY RECORDS ARE SHOWN ON THE PLANS AS FOLLOWS: "C" = COPPER, "L" = LEAD AND "W.S." = WATER SERVICE TYPE UNKNOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING ALL EXISTING SERVICES TO THE NEW MAIN AFTER IT HAS BEEN APPROVED FOR USE.
4. COAT ALL BOLTS ON MECHANICAL FITTINGS WITH TAR.
5. HYDRANT CONNECTION TO CONSIST OF 6" DUCTILE IRON PIPE, 6" GATE VALVE AND BOX, AND HYDRANT. HYDRANT SHALL BE EJW MODEL 5BR WITH 6" MECHANICAL JOINT INLET, TWO PUMPER INLETS, ALL OPENING LEFT, 5'-6" TRENCH, PLUGGED DRAIN AND BLOCK BOLTS.
6. INSTALL GATE VALVE AS CLOSE TO HYDRANT AS PRACTICABLE.
7. GATE VALVES 4" AND LARGER MAY BE MUELLER BRAND SPECIFIED, OR APPROVED EQUIVALENT. ALL MATERIALS RELATIVE TO WATER SERVICE CONNECTIONS SHALL BE MUELLER BRAND.
8. IN ABANDONING MAINS, THE FOLLOWING SHALL BE DONE: PLUG ALL OPEN PIPE ENDS WITH MASONRY, DISCONNECT MAINS WHICH ARE TO BE ABANDONED FROM FITTINGS AT LIVE MAINS AND PLUG AND BLOCK THOSE FITTINGS. FILL MAIN TO BE ABANDONED WITH GROUT OR HYDRAULIC CEMENT.
9. WORK INDICATED BY (A) SHALL BE PERFORMED AFTER THE NEW MAINS ARE PLACED IN SERVICE.
10. THE LOCATIONS AND TYPES OF SERVICE LEADS IS BASED ON THE BEST AVAILABLE INFORMATION. THE EXACT LOCATION OF SERVICE LEADS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
11. WHERE APPLICABLE, THE APPROPRIATE SECTIONS OF EXISTING WATERMAIN SHALL BE SHUTDOWN AND DEPRESSURIZED PRIOR TO A) CUTTING AND REMOVING, B) CUTTING AND INSTALLING PROPOSED TEE CONNECTIONS, C) PERFORMING ANY AND ALL OTHER WORK AROUND/ADJACENT TO HYDRANTS AND ALL OTHER CONNECTIONS, WHILE MEETING AND/OR EXCEEDING APPLICABLE INDUSTRY SAFETY PRECAUTIONS AND MIOSHA STANDARDS.



UTILITIES

AT LEAST 72 HOURS (3 WORKING DAYS) PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY MISS DIG AND THE LOCAL COMMUNITY (WHERE APPLICABLE) TO STAKE LOCATIONS OF EXISTING UTILITIES.

THE CONTRACTOR SHALL EXPOSE AND VERIFY EXISTING UTILITIES FOR LOCATION, SIZE, DEPTH, MATERIAL AND CONFIGURATION PRIOR TO CONSTRUCTION. COSTS FOR EXPLORATORY EXCAVATION IS AN INCIDENTAL COST AND SHALL NOT BE CONSIDERED AN EXTRA TO THE CONTRACT.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY EXISTING UTILITIES WHICH DO NOT MATCH THE PLANS AND SPECIFICATIONS PRIOR TO COMMENCING WORK. ANY FIELD CHANGES OF THE PROPOSED UTILITIES SHALL BE APPROVED BY THE OWNER AND ENGINEER BEFORE THE WORK IS DONE.

THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE. ANY SERVICE OR UTILITY DAMAGED OR REMOVED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE EXPENSE OF THE CONTRACTOR, IN CONFORMANCE WITH THE REQUIREMENTS OF THE UTILITY COMPANY PROVIDER.

DAMAGE TO PRIVATE PROPERTY

ALL SIDEWALKS, DRIVEWAYS, LAWNS, FENCING, TREES, SHRUBS, SPRINKLERS, LANDSCAPING, ETC., THAT ARE DAMAGED DURING CONSTRUCTION MUST BE REPAIRED OR REPLACED, IN KIND OR BETTER, BY THE CONTRACTOR. ALL STREET SIGNS, MAIL BOXES, ETC., REMOVED SHALL BE REPLACED IN KIND OR BETTER, BY THE CONTRACTOR. ALL THE REPAIRS OR REPLACEMENTS DUE TO THE CONTRACTOR'S WORK ARE TO BE INCLUDED IN THE CONTRACT PRICE(S) AND SHALL NOT BE AN EXTRA TO THE CONTRACT.

THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM ADJACENT PROPERTY OWNERS PRIOR TO ENTERING UPON ANY ADJOINING PROPERTIES, UNLESS OFFSITE PERMITS HAVE ALREADY BEEN OBTAINED BY THE OWNER AND ARE PART OF THE CONTRACT DOCUMENTS.

DEWATERING OF TRENCH AND EXCAVATIONS

IF NOT SPECIFICALLY PROVIDED FOR IN THE CONSTRUCTION DESIGN DOCUMENTS, THE DESIGN OR QUALITATIVE ANALYSIS OF GROUND WATER DEWATERING SYSTEMS IS BEYOND THE SCOPE OF DESIGN FOR THESE DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING AND PROVIDING APPROPRIATE EXCAVATION DEWATERING SYSTEMS FOR USE DURING CONSTRUCTION.

THE DEWATERING METHOD SELECTED BY THE CONTRACTOR WILL NOT ADVERSELY AFFECT ADJACENT PAVEMENTS OR STRUCTURES PRIOR TO BEGINNING DEWATERING CONDITIONS. MEANS AND METHODS OF DEWATERING ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF DEWATERING WILL BE CONSIDERED INCLUDED IN THE WORK OF CONSTRUCTING THE UNDERGROUND UTILITIES UNLESS SPECIFICALLY INDICATED OTHERWISE.

BY-PASS PUMPING

FROM TIME TO TIME IT MAY BE NECESSARY FOR THE CONTRACTOR TO BY-PASS PUMP TO COMPLETE THE WORK INDICATED ON THE PLANS. THE COST OF BY-PASS PUMPING, THE METHODS, EQUIPMENT AND MEANS OF PROVIDING THAT WORK ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE CONSIDERED PART OF THE WORK WHETHER SPECIFICALLY CALLED OUT ON THE PLANS OR NOT.

MEANS AND METHODS FOR PIPE CONSTRUCTION

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEANS AND METHODS FOR CONSTRUCTING THE UNDERGROUND PIPE SYSTEMS PROPOSED ON THE PLANS, INCLUDING BUT NOT LIMITED TO THE NEED FOR SHORING/BRACING OF TRENCHES, DEWATERING OF TRENCHES, SCHEDULING THE WORK AT OFF PEAK HOURS, AND/OR MAINTAINING EXISTING FLOWS THAT MAY BE ENCOUNTERED VIA PUMPING, BY-PASS PIPING OR OTHER MEANS. THE CONTRACTOR SHALL NOT BE PAID ANY ADDITIONAL COMPENSATION TO IMPLEMENT ANY MEANS AND METHODS TO SATISFACTORILY COMPLETE THE CONSTRUCTION.

PAVEMENT REMOVAL

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE THICKNESS OF THE PAVEMENT REMOVAL. PAVEMENT CORE SAMPLES ARE FOR INFORMATIONAL PURPOSES ONLY AS TO THE THICKNESS OF THE PAVEMENT AT THE LOCATION OF THE SAMPLE. THE OWNER AND ENGINEER MAKE NO REPRESENTATION, WARRANTY OR GUARANTY THAT THE SAMPLES ACCURATELY REFLECT THE PAVEMENT THICKNESS ON THE PROJECT.

MAINTENANCE OF TRAFFIC

DURING THE PROGRESS OF THE WORK THE CONTRACTOR SHALL ACCOMMODATE BOTH VEHICULAR AND PEDESTRIAN TRAFFIC IN THE ROAD RIGHTS OF WAY. THE CONTRACTOR'S EQUIPMENT AND OPERATIONS ON PUBLIC STREETS SHALL BE GOVERNED BY ALL APPLICABLE LOCAL, COUNTY AND STATE ORDINANCES, REGULATIONS AND LAWS. THE CONTRACTOR SHALL OBTAIN AND SATISFY ANY AND ALL PERMIT REQUIREMENTS BY THE LOCAL, COUNTY AND STATE GOVERNMENTAL AGENCIES.

IN ADDITION, WHERE THE WORK REQUIRES THE CLOSURE OF ONE OR MORE LANES OR IS WITHIN THE INFLUENCE OF THE ROAD OR PEDESTRIAN RIGHT OF WAY, THE CONTRACTOR SHALL PROVIDE ALL SIGNS, BARRICADES, FLAG PERSONS AND OTHER TRAFFIC CONTROL MEASURES AS REQUIRED BY MDOT, THE COUNTY, OR THE COMMUNITY HAVING JURISDICTION OF THE ROAD AND IN CONFORMANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

COMPENSATION FOR TRAFFIC CONTROL SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE(S) UNLESS SPECIFIC TRAFFIC CONTROL ITEMS ARE INCLUDED IN THE ACCEPTED BID PROPOSAL.

IRRIGATION

THE CONTRACTOR SHALL MAINTAIN OR REPAIR ANY EXISTING IRRIGATION SYSTEMS WITHIN THE PROJECT AREA UNLESS THE DRAWINGS CALL FOR THE IRRIGATION SYSTEM TO BE REMOVED. THE OWNER AND NFE MAKE NO REPRESENTATIONS, WARRANTY OR GUARANTY AS TO THE LOCATION OF THE IRRIGATION SYSTEM. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT THE IRRIGATION SYSTEM DURING CONSTRUCTION ACTIVITIES. COMPENSATION FOR MAINTAINING OR REPAIRING EXISTING IRRIGATIONS SYSTEMS SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE(S) UNLESS SPECIFIC IRRIGATION SYSTEM REPAIR ITEMS ARE INCLUDED IN THE ACCEPTED BID PROPOSAL.

SUB-SOIL CONDITIONS

ANY SOIL BORING PROVIDED BY THE OWNER AND/OR ENGINEER IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THIS INFORMATION IS NOT OFFERED AS EVIDENCE OF GROUND CONDITIONS THROUGHOUT THE PROJECT AND ONLY REFLECT THE GROUND CONDITIONS AT THE LOCATION OF THE BORING ON THE DATE THEY WERE TAKEN.

THE ACCURACY AND RELIABILITY OF THE SOIL LOGS AND REPORT ARE NOT WARRANTED OR GUARANTEED IN ANY WAY BY THE OWNER OR ENGINEER AS TO THE SUB-SOIL CONDITIONS FOUND ON THE SITE. THE CONTRACTOR SHALL MAKE THEIR OWN DETERMINATION AND SUB-SOIL INVESTIGATION AND SECURE OTHER SUCH INFORMATION AS THE CONTRACTOR CONSIDERS NECESSARY TO DO THE WORK PROPOSED AND IN PREPARATION OF THEIR BID.

SUBGRADE UNDERCUTTING AND PREPARTION

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY AND ALL SOILS WHICH DO NOT CONFORM TO THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A SUBGRADE IN CONFORMANCE WITH THE PROJECT PLANS AND/OR SPECIFICATIONS. THE MEANS AND METHODS USED TO ACHIEVE THE REQUIRED RESULT SHALL REST SOLELY WITH THE CONTRACTOR.

ANY AREAS OF UNDERCUTTING THAT RESULT IN ADDITIONAL OR EXTRA WORK BECAUSE THEY COULD NOT BE IDENTIFIED BY THE CONTRACTOR'S PRE-BID SITE OBSERVATION OR ARE NOT SET FORTH IN THE PLANS AND SPECIFICATIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE ANY EXTRA WORK IS PERFORMED. THE CONTRACTOR SHALL MAKE A REQUEST FOR ANY ADDITIONAL COMPENSATION FOR THE UNDERCUTTING IN WRITING AND THE REQUEST SHALL CONFORM TO THE CONTRACT'S CHANGE ORDER PROVISIONS.

STRUCTURE BACKFILL

STRUCTURAL BACKFILL SHALL BE PLACED IN CONFORMANCE WITH THE PROJECT PLANS, SPECIFICATIONS OR AS REQUIRED BY THE COMMUNITY, GOVERNMENT AGENCY OR UTILITY THAT HAS JURISDICTION OVER THE WORK.

TRENCH BACKFILL

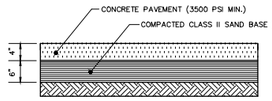
TRENCH BACKFILL SHALL BE PLACED IN CONFORMANCE WITH THE PLANS AND/OR SPECIFICATIONS. TRENCH BACKFILL SHALL ALSO BE INSTALLED IN CONFORMANCE WITH THE COMMUNITY REQUIREMENTS OR AGENCY/UTILITY GOVERNING SAID TRENCH CONSTRUCTION. IN THE CASE OF CONFLICTING REQUIREMENTS, THE MORE STRINGENT SHALL APPLY.

EARTH BALANCE / GRADING

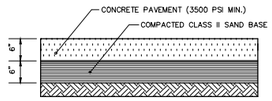
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THE SITE EARTHWORK BALANCES OR NOT. ANY EXCESS CUT MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR. IN A LIKE MANNER, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IMPORT APPROVED FILL MATERIAL AND PLACE IT AS REQUIRED TO ATTAIN THE SITE GRADE AND COMPACTION REQUIREMENTS PER THE ENGINEER'S PLAN AND ALL APPLICABLE GOVERNMENTAL STANDARDS. THE ENGINEER AND OWNER MAKE NO REPRESENTATION AS TO THE QUANTITIES THAT MAY BE NEEDED TO CREATE A BALANCED EARTHWORK CONDITION OR THAT THE SITE EARTHWORK IS BALANCED.

SOIL EROSION / SEDIMENTATION CONTROL

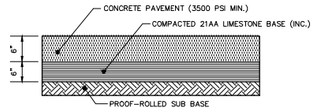
THE CONTRACTOR SHALL OBTAIN THE REQUIRED SOIL EROSION PERMIT AND SATISFY ALL REGULATORY REQUIREMENTS FOR CONTROLLING SOIL EROSION AND SEDIMENT TRANSPORT. THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR INSPECTION OR APPROVAL OF THE CONTRACTOR'S WORK IN CONNECTION WITH SATISFYING THE SOIL EROSION PERMIT REQUIREMENTS UNLESS SPECIFICALLY STATED IN THE CONTRACT DOCUMENTS.



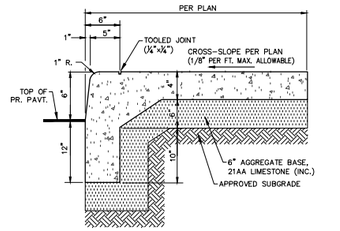
4" CONCRETE SIDEWALK SECTION
STANDARD SIDEWALK REPLACEMENTS/INSTALLATIONS N.T.S.



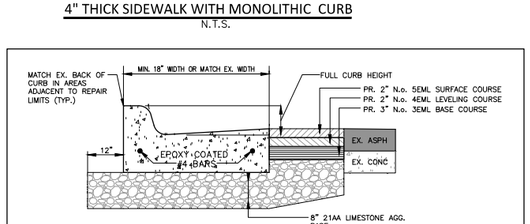
6" CONCRETE SIDEWALK SECTION
TO MATCH SPECIFIED PAVEMENT THICKNESS THROUGH DRIVE APPROACH N.T.S.



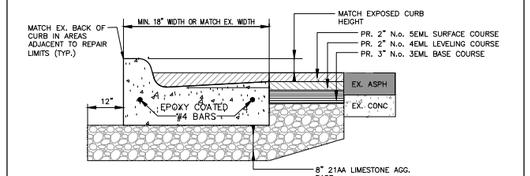
TYPICAL CONCRETE SECTION FOR RESIDENTIAL APPROACH
N.T.S.



4" THICK SIDEWALK WITH MONOLITHIC CURB
N.T.S.

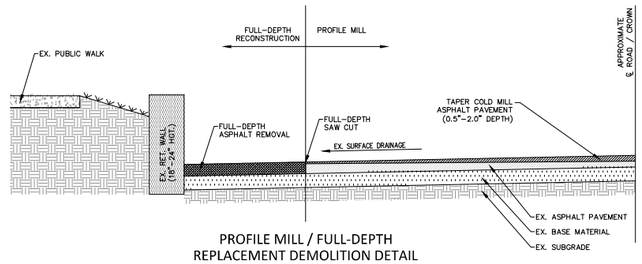


CURB AND GUTTER, CONC,
DETAIL F2 MODIFIED, TYPE 1 N.T.S.

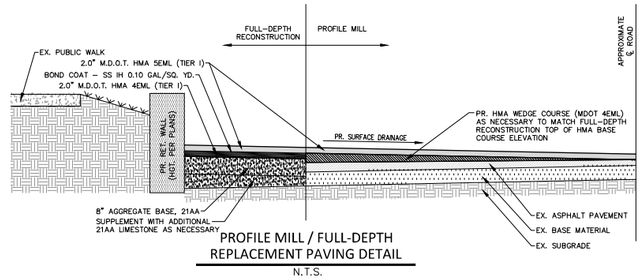


CURB AND GUTTER, CONC,
DETAIL F2 MODIFIED, TYPE 2 N.T.S.

NOTES:
1. REFER TO M.D.O.T. STANDARD PLAN R-44 FOR TYPICAL CURB AND GUTTER DIMENSIONS.
2. ALL PROPOSED CURB & GUTTER SHALL PROVIDE 6" CURB HEIGHT AS SHOWN IN THE ABOVE DETAIL, EXCEPT AT LOCATIONS WHERE CURB & GUTTER IS REQUIRED TO MATCH EXISTING AND/OR WHERE ALTERNATE CURB HEIGHT IS SPECIFIED ON THE PLANS.
3. PREPARE THE EXISTING AGGREGATE SUBBASE LAYER BELOW CURB AND GUTTER BY CONDITIONING, GRADING, AND/OR RE-SHAPING THE SUBBASE, AND FURNISHING, PLACING, AND COMPACTING SUPPLEMENTAL 21AA AGGREGATE BASE TO ACHIEVE PROPOSED PLAN GRADE. ALL NECESSARY PREPARATION WORK LISTED ABOVE IS INCLUDED IN THE CURB AND GUTTER PAY ITEMS.
4. BACKFILL BEHIND NEW BACK OF CURB, AND LAWN RESTORATION, INCLUDING TOPSOIL, SEED, MULCH, FERTILIZER, AND WATER ARE INCLUDED IN THE CURB AND GUTTER PAY ITEMS.

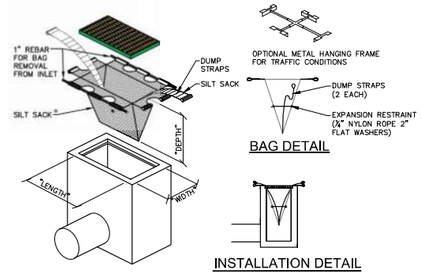


PROFILE MILL / FULL-DEPTH
REPLACEMENT DEMOLITION DETAIL
N.T.S.

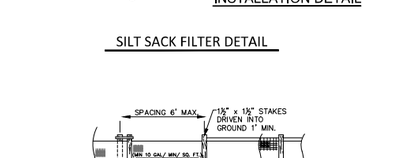


PROFILE MILL / FULL-DEPTH
REPLACEMENT PAVING DETAIL
N.T.S.

CONTRACTOR SHALL INSTALL HMA PAVEMENT PER MDOT APPLICATION RATE STANDARDS. CONTRACTOR SHALL WEDGE ASPHALT AS NECESSARY TO PROVIDE A CONSISTENT PAVING SURFACE OF UNIFORM THICKNESS. (NOT TO EXCEED 2"). ANY WEDGING SHALL NOT BE A SEPARATE PAY ITEM, BUT INCLUDED IN "MACHINE GRADING". WEDGING MATERIAL SHALL BE INCLUDED IN ASPHALT TONNAGE.

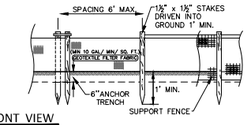


BAG DETAIL

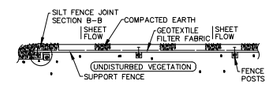


INSTALLATION DETAIL

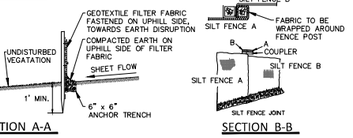
SILT SACK FILTER DETAIL



FRONT VIEW



PLAN VIEW



SECTION A-A SECTION B-B

SILT FENCE DETAIL
N.T.S.

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NFE-ENGR.COM

SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER
NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Park Ave, Brookside Ave &
Ravine Road Wall Replacement
Contract #2-25(P)

CLIENT
BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW 1/4
of Section 25
T.2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
General Notes &
Details (2 of 2)

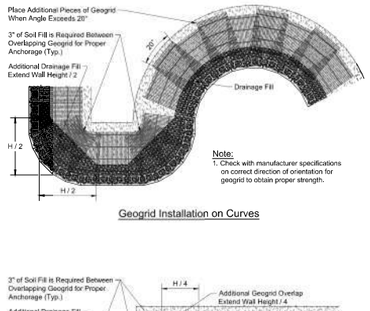
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
03-12-25	ISSUED SURVEY
04-01-25	DESIGN DEVELOPMENT
05-19-25	G2 COORDINATION
06-05-25	CITY REVIEW
10-31-25	CITY REVIEW
01-09-26	ADDENDUM 1
01-15-26	ADDENDUM 3

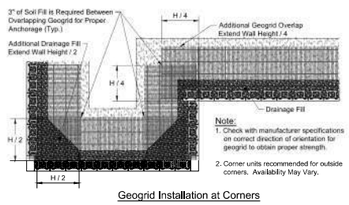
DRAWN BY: D. Auricchio
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: June 5, 2025
SCALE: N.T.S.

NFE JOB NO. O608
SHEET NO. C11

\2000-2000 Files\2000-FILES\0608\Office\Construction Documents\0608-DND.dwg 1/15/2026 3:10 PM



Geogrid Installation on Curves



Geogrid Installation at Corners

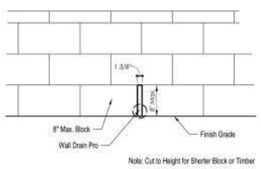
SECTION 1
PART 1: GENERAL
1.1 Summary
A. Section Includes
1. Segmental retaining wall (SRW) units, soil reinforcement, and appurtenances
1.2 References
A. ASTM International (ASTM)
1. ASTM C 140 - Sampling and Testing Concrete Masonry Units and Related Units
2. ASTM C 150 - Portland Cement
3. ASTM C 1262 - Evaluating the Freeze/Thaw Durability of Manufactured Concrete Masonry Units and Related Concrete Units
4. ASTM C 1372 - Dry-Cast Segmental Retaining Wall Units
5. ASTM D 422 - Particle Size Analysis of Soils
6. ASTM D 1557 - Laboratory Compaction Characteristics of Soil Using Modified Effort
7. ASTM D 2166 - Unconfined Compressive Strength of Cohesive Soils
8. ASTM D 2949 - 3.25-in Outside Diameter polyvinyl chloride(pvc) plastic drain, waste, and vent pipe and fittings.
9. ASTM D 2922 - Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
10. ASTM D 3080 - Direct Shear Test of Soils Under Consolidated Drained Conditions
11. ASTM D 4318 - Liquid Limit, Plastic Limit, and Plasticity Index of Soils
12. ASTM G 51 - Measuring pH of Soil for Use in Corrosion Testing
13. ASTM G 57 - Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method
B. National Concrete Masonry Association (NCMA)
1. NCMA - Design Manual for Segmental Retaining Walls
2. NCMA SRWU-2 - Shear Strength between Segmental Concrete Units
C. American Association of Highway and Transportation Officials (AASHTO)
1. AASHTO - Standard Specifications for Highway Bridges
1.3 Definitions
A. Soil Reinforcement: Structural geogrid formed by a regular network of integrally connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock, or earth and function primarily as structural reinforcement.
1. Geosynthetic (extensible) Soil Reinforcement. Polymer product specifically manufactured as soil reinforcement element that meets requirements of this specification.
B. Segmental Concrete Facing Unit: A modular concrete facing unit machine-made from Portland cement, water, and mineral aggregates.
C. Cap Unit: A modular unit of higher unit mass/density.
D. Unit Fill: Free draining " open" aggregate fill which is within and between the segmental concrete facing units.
E. Drainage Fill: Free draining "open" aggregate fill (MDOT 6A) extending a minimum of 12 inches behind the units.
F. Reinforced Backfill: Compacted soil which is within the reinforced soil volume as outlined on Construction Drawings.
G. Foundation Soil: Compacted import or in-situ soil beneath the entire wall.
H. Retained Soil: Compacted material behind reinforced zone of retaining wall.
I. Leveling Pad: Level compacted MDOT 21AA crushed limestone upon which first course of segemental concrete facing units are placed.
1.4 Submittals
A. Certificates of Compliance: Submit manufacturer's certification to the Civil Engineering Consultant of Record and the Owner prior to start of work stating that the following meet requirements of this specification,
1. Soil reinforcement
2. Reinforced backfill materials
3. Drainage materials
B. Samples: Submit samples to Civil Engineering Consultant of SRW units showing finish and color prior to delivery to the project site or Construction drawings.
1.5 Quality Assurance
A. Qualifications: SRW System Installer shall have a minimum of 100,000 square feet of documentable experience installing SRW systems over eight feet in height on a minimum of five projects over the previous two years. Provide to the Construction Manager at the pre-construction conference, a project list with current references and telephone numbers for the proposed SRW Installer substantiating the required experience.
B. Pre-Construction Meeting: A pre-construction meeting shall be conducted by the General Contractor prior to beginning construction on segmental retaining walls. Owner's Construction Manager shall be notified of the date, time, and location of the meeting. Mandatory attendees include the General Contractor, the wall design engineer of record, the project geotechnical engineer, the Contractor's testing agency, Owner's independent testing laboratory, and representatives of all sub-contractors involved with the foundation preparation, erection, and backfilling of the SRW. Meeting topics shall include, but are not limited to, contractor qualifications as stated above; schedule and phasing of wall construction; coordination with other on-site construction activities; responsibilities of parties; and sources, quality, and acceptance of materials.
1.6 Delivery, Storage, and Handling
A. Segmental Concrete Facing Units
1. Check the materials upon delivery to assure the specified type, grade, color, and texture of units have been received.
2. Prevent excessive mud, wet concrete, epoxies, and like materials which may affix themselves from coming in contact with the materials.
3. Protect the materials from damage.
B. Soil Reinforcement
1. Check the soil reinforcement upon delivery to assure the proper grade and type of material has been received. Provide a product certification with each shipment.
2. Store soil reinforcement material in accordance with manufacturer's recommendations.
C. Drainage Materials
1. Store plastic pipe in accordance with the manufacturer's recommendations to prevent deleterious materials from becoming affixed or deterioration from sun exposure.
2. Store drainage aggregate to prevent contamination with other materials.

PART 2: PRODUCTS
2.1 Keystone Concrete Retaining Wall Units
A. Keystone concrete retaining wall units shall conform to the following architectural requirements
1. Face color - concrete gray, unless otherwise specified. The Owner may specify standard manufacturers' color.
2. Face finish - hand split in angular in-plane or straight face configuration. Other face finishes will not be allowed without written approval of Owner.
3. Bond configuration - running with bonds nominally located at midpoint in vertically adjacent units.
4. Exposed surfaces of units shall be free of chips, cracks or other imperfections when viewed from a distance of 20 feet (6 m) under diffused lighting.
B. Keystone concrete units shall conform to the requirements of ASTM C1372 - Standard Specifications for Segmental Retaining Wall Units.
C. Keystone concrete units shall conform to the following structural and geometric requirements measured in accordance with ASTM C140 Sampling and Testing Concrete Masonry Units:
1. Compressive strength ≥ 3000 psi (21 MPa).
2. Absorption: ≤ 8 % for standard weight aggregates,
3. Dimensional tolerances: ± 1/8" (3 mm) from nominal unit dimensions not including rough split face.
4. Unit Size: 8" (203 mm) (H) x 18" (457 mm) (W) x 18 to 21.5" (457 to 546 mm)(D) minimum.
D. Keystone concrete units shall conform to the following constructability requirements:
1. Vertical setback: 1/8 inch (3 mm) ± per course (near vertical) or 1 1/8 inch (28 mm) + per course, per the design.
2. Alignment and grid attachment mechanism - fiberglass pins, two per unit,
3. Maximum horizontal gap between erected units shall be ≤ 1/2 inch (13 mm).
2.2 Shear and Reinforcement Pin Connectors
A. Shear and reinforcement pin connectors shall be 1/2-inch (12 mm) diameter thermoset isophalic polyester resin pultruded fiberglass reinforcement rods to provide connection between vertically and horizontally adjacent units and geosynthetic reinforcement, with the following requirements:
1. Flexural Strength in accordance with ASTM D4476: 128,000 psi (882 MPa) minimum,
2. Short Beam Shear in accordance with ASTM D4475: 6,400 psi (44 MPa) minimum,
B. Shear and reinforcement pin connectors shall be capable of holding the geogrid in the proper design position during grid pre-tensioning and backfilling.
2.3 Base Leveling Pad Material
A. Base leveling pad material shall be MDOT 21AA dense-grade aggregate.
2.4. Unit Fill
A. Unit fill shall be free-draining MDOT 6A material.
2.5 Soil Reinforcement
A. Geosynthetic Soil Reinforcement
1. Properties: The geosynthetic soil reinforcement shall possess minimum strength and durability required by design as determined by product specific testing as defined in the NCMA Design Manual for Segmental Retaining Walls (Section 3.5), including provisions for minimum partial safety factors. Design submittals shall indicate the index tensile strength for each reinforcement type to be used in construction,
2. Geogrid
a. Stratagrid SGI350 by Strata Systems, Inc.
2.6 Drainage Materials
A. Drainage collection pipe shall be perforated/slotted PVC pipe or corrugated HDPE pipe.
B. The pipe shall be covered with a knitted or non-woven geotextile sock specifically designed to function as a filter.
C. Drainage aggregate shall be free-draining material, relative to the surrounding soil conforming to the SRW manufacturer's recommendations in order to prevent build-up of hydrostatic pressure. Drainage aggregate shall be a clean crushed stone or granular fill meeting the following gradation as determined in accordance with MDOT 6A.

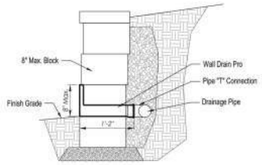
Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	95-100
1/2 inch	30-60
No. 4	0-5
No. 200	0-1

D. Drainage Geotextile
1. Mirafi 140N by Mirafi Construction Products, Pendergrass, GS (888)795-0808
2.7 Reinforced Wall Backfill
A. Reinforced soil backfill shall be free of debris and consist of MDOT Class II Sand
2.8 Retained Backfill
A. Soil placed behind the reinforced backfill shall be satisfactory fill material placed in an engineered manner and compacted to 95 percent of the Modified Proctor Maximum Dry Density (ASTM D1557).

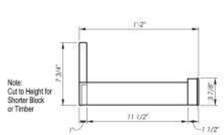
PART 3: EXECUTION
3.1 Preparation
A. Comply with federal, state, and local requirements for execution of the work, including load/building codes and current OSHA excavation regulations. Provide excavation support as required to maintain stability of the area during excavation and wall construction and to protect structures, utilities, landscape features, or property or improvements.
B. Prior to grading or excavation of site, confirm the location of the retaining wall and all underground features, including utility locations within the area of construction. Ensure surrounding structures are protected from effects of wall excavation
C. Coordinate installation of underground utilities and other improvements with wall installation.
D. Control surface water drainage and prevent inundation of the retaining wall area during construction.
3.2 Excavation
A. Excavate to lines and grades shown on the Construction Drawings. Take precautions to minimize over-excavation. Over-excavation shall be backfilled with approved compacted material.
B. Inspect excavation prior to placement of leveling pad material.
C. In areas where soft, disturbed or otherwise unsuitable soils are encountered within the zone of the wall loading in the excavations, such unsuitable soils shall be removed to the depths and extents required and replaced with select material and compacted to 95% of the Modified Proctor Maximum Dry Density.
D. Fill over-excavated areas in front of wall face with approved compacted material before wall construction reaches 4 feet in height.
E. In areas where a retaining wall or portion of a retaining wall is to be installed into cut, the required excavation shall extend horizontally to the extent of the reinforced zone and vertically to the elevation of the top of the leveling pad. The retained zone shall be bench cut in order to permit controlled placement of retained backfill.
3.3 Leveling Pad Construction
A. Place leveling pad as shown on the Construction Drawings with 6 inches of MDOT 21AA crushed limestone dense graded aggregate base. The leveling pad shall extend laterally a minimum distance of 6 inches from the toe and heel of the lowermost SRW Unit in accordance with manufacturer's recommendations.
B. Foundation soil shall be proofrolled and tested for bearing capacity prior to placement of leveling pad materials. Required bearing capacity is 1,500 psf.
C. Compact granular leveling pad MDOT 21AA to provide a level hard surface on which to place the first course of units. Compact with mechanical plate compactors to a minimum of 95% of the Modified Proctor Maximum Dry Density (ASTM D 1557).
3.4 SRW Unit Installation
A. Place first course of SRW units on the leveling pad. Level units side-to-side, front-to-rear and aligned with adjacent units.
B. Ensure units are in full contact with base.
C. Place the front of the units side-by-side without gaps between the fronts of adjacent units. Layout of curves and corners shall be in accordance with SRW manufacturer's recommendations.
D. Install mechanical fascia connectors per SRW manufacturer's recommendations.
E. Place and compact unit drainage fill within, between, and behind units. Place and compact infill soils behind drainage fill. Mechanical vibrating plate compactors shall not be used on top of the units. Compact fill between units and the three-foot zone behind the units by running hand-operated compaction equipment just behind units. Compact to a minimum of 80% Relative Density (ASTM 2940).
F. Place core drainage fill in the previous course of units prior to stacking of subsequent segmental retaining wall units.
G. Clean excess debris from top of units.
H. Repeat procedure to the extent of wall height.
3.5 Soil Reinforcement Installation
A. Soil reinforcement shall be oriented with the highest strength axis perpendicular to the wall alignment. Verify orientation (Roll direction) of geosynthetic reinforcement.
B. Install soil reinforcement to wall height, horizontal location, and extent as shown on the Drawings.
C. Lay the soil reinforcement horizontally on compacted backfill. Pull geogrid taut and connect to concrete SRW units according to connection detail shown on the Drawings or as recommended by manufacturer prior to backfill placement on geosynthetic reinforcement.
D. Soil reinforcements shall be continuous throughout their embedments lengths. Spliced connections between shorter pieces will not be allowed.
E. Tracked construction equipment shall not be operated directly on the geosynthetic reinforcement. A minimum backfill thickness of 6 inches is required prior to operation of tracked vehicles over the geosynthetic reinforcement. Turning of tracked vehicles should be kept to a minimum to prevent displacing the fill and damaging or moving the geosynthetic reinforcement.
F. Rubber-tired equipment may pass over the geosynthetic reinforcement, if in accordance with the manufacturer's recommendations, at slow speeds less than 10 mph. Sudden braking and sharp turning should be avoided.
G. Changes to soil reinforcement layout, including, but not limited to, length, soil reinforcement type, or elevation, may be subject to approval of the Engineer.
H. Short slits shall be cut in geogrid where steel guardrail posts are to be installed to prevent excess damage to grid during driving operations for the steel posts.
3.6 Reinforced Backfill Placement
A. Place reinforced backfill, spread, and compact in such a manner that will not develop slack in the soil reinforcement in accordance with Manufacturer's recommendations.
B. Place and compact reinforced backfill in lifts not to exceed 8 inches in compacted thickness.
C. Compact reinforced backfill to a minimum of 95% of the Modified Proctor Maximum Dry Density (ASTM 1557) at a moisture content from 2% below to 2% above optimum.
D. Compact reinforced backfill in all areas to the lines and grades shown on the Construction Drawings including all sloped areas above walls.
E. At the end of the day, the contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from the wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.
F. Where the retained soil is excavated for wall construction, sloughing of soils along the excavation slope is not permitted. If soils slough, recompaction of the soils to 95% of the Maximum dry density as determined by the Modified Proctor test is required prior to placement of reinforced soil.
3.7 Retained Backfill Placement
A. Retained backfill shall be placed in maximum 8-inch thick lifts and compacted to a minimum of 95% of the Modified Proctor Maximum Dry Density (ASTM 1557).
3.8 Drainage System
A. Drainage Collection Pipe
1. Install the drainage collection pipe according to line, grades, and sections shown on the drawings.
B. Drainage Aggregate
1. Install drainage aggregate to line, grades, and sections shown on the Drawings.
2. When blanket drain is installed, non-woven geotextile shall be installed prior to aggregate placement in accordance with the Drawings.
3.9 SRW Cap Installation
A. Place SRW Cap units per manufacturer's recommendations. Backfill and compact to finished grade.
B. Attach cap units to wall units with construction epoxy. Apply epoxy to bottom surface of cap unit and install on clean units below. Follow epoxy manufacturer's directions to ensure permanent bond.
3.10 Construction
A. SRW Tolerances
1. Vertical control from plan: +/-1.25 inches over a 10 foot distance.
2. Horizontal location control from plan
a. Straight lines: +/-1.25 inches over a 10 foot distance
b. Straight & radius corner locations: +/- 1.0 foot
3. Rotation of the wall face during construction
a. Maximum 2.0 degrees from established wall plan batter
b. Maximum, +/- 10% from total established horizontal setback
4. Bulging: +/- 1.25 inches over a 10 foot distance
B. Keystone concrete materials shall conform to the requirements of ASTM C1372 - Standard Specifications for Segmental Retaining Wall Units.
C. Keystone concrete units shall conform to the following structural and geometric requirements measured in accordance with appropriate references:
1. Compressive strength 3000 psi minimum;
2. Absorption: < 8 % (6% in northern states) for standard weight aggregates;
3. Dimensional tolerances: ± 1/8" from nominal unit dimensions not including rough split face, ±1/16" unit height - top and bottom plates;
4. Unit size: 8" (H) x 18" (W) x 12" (D) minimum;
5. Unit weight: 75-lbs/unit minimum for standard weight aggregates;
6. Interunit shear strength: 500-plf minimum at 2-psi normal pressure;
7. Geogrid-unit peak connection strength: 500-plf minimum at 2-psi normal force.
D. Keystone concrete units shall conform to the following constructability requirements:
1. Alignment and grid positioning mechanism: fiberglass pins, two per unit minimum;
2. Horizontal gap between erected units shall be < 1/2 inch,
3. Vertical setback 1" +/- per course,
E. Mechanical vibrating plate compactors shall not be used on top of the units. Compact fill between units and the backfill zone behind the units by running handoperated compaction equipment just behind units. Perform compaction to manufacturer's recommendations.
3.11 Field Quality Control
A. The contractor shall engage inspection and testing service agencies, including independent laboratories, to provide quality control and testing services during construction. The Owner may engage a testing and inspection agency for quality assurance, but this does not relieve the General Contractor from providing the specified construction quality control and testing.
B. Testing and inspection services shall be performed by trained and experienced technicians currently qualified for the work to be performed.
C. The testing agency shall submit written reports of inspections to the Contractor on a weekly basis. Such reports shall include description of work performed, deficiencies noted in construction, and corrective action taken to resolve such deficiencies. Owner shall be notified directly by the Contractor's testing agency of deficiencies noted by testing agency and provided with a summary and schedule for corrective action. Written reports will also include location, type, and result of all tests taken on the Project.
D. The Contractor shall provide a certification to the Owner stating that the completed SRW has been installed in accordance with the contract documents.
E. Segmental Retaining Wall Units
1. Compressive strength test specimens shall be cored from the saw-cut coupon provisions of Section 5.2.4 of ASTM C140 with the following exceptions:
a. Coupon shall have a minimum thickness of 1-1/2 inches.
b. Coupon shall not be oven dried before testing.
2. The compressive strength shall be considered the average of three or more test coupons.
3. Non compressive strength testing for every 7,500 square feet of installed wall facing material or fraction thereof. The testing shall be performed immediately upon receipt from laboratory.
F. Soil and Backfill Testing: Unless otherwise directed by the Owner or required by this technical specification, type and minimum frequency of testing shall be in accordance with the following schedule:
1. Field density tests in accordance with ASTM D 2922:
a. Subgrade Soils: One test for every 100 lineal feet
b. Base Leveling Pad: One test for every 100 lineal feet
c. Reinforced Backfill: One test for every 2,500 square feet per lift. Every other lift shall be tested.
2. Laboratory moisture-density relationships, ASTM 1557. One test for every compacted material type.
3. Gradation Analysis, ASTM D 422:
a. Unit Fill: One test for every 500 cubic yards of material
b. Reinforced Backfill: One test for every 500 cubic yards of material or when material type changes.



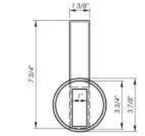
Wall Elevation



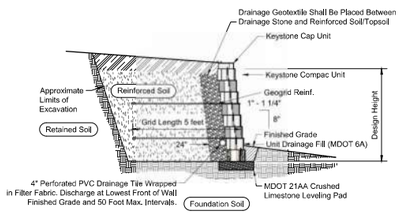
Wall Section



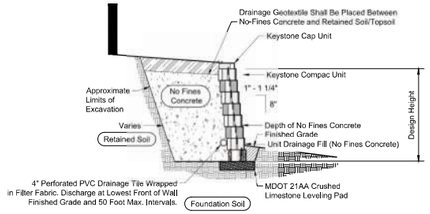
Wall Drain Pro Detail - Side View



Wall Drain Pro Detail - End View

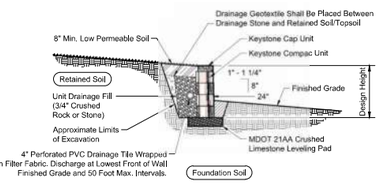


Typical Reinforced Wall Section
1° Setback

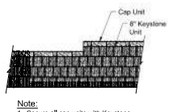


Typical No-Fines Concrete Wall Section - Park Avenue Upper Wall STA 0+58.5 to 2+24.25 and Ravine Road STA 0+03 to 2+18
1° Setback

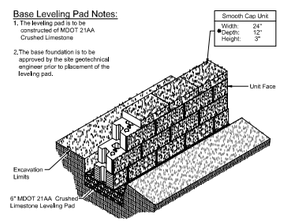
Depth of No Fines Concrete Backfill - Measured from Face of Wall		
Wall	Station	Depth (ft)
Park Avenue Upper	0+58.50 to 0+82.25	2
Park Avenue Upper	0+82.25 to 1+29.75	3
Park Avenue Upper	1+79.75 to 1+61.25	4
Park Avenue Upper	1+61.25 to 1+89.00	3
Park Avenue Upper	1+89.00 to 2+24.25	2
Ravine Road	0+03.00 to 2+18.00	2



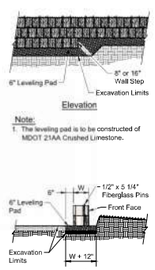
Typical Gravity Wall Section
1° Setback



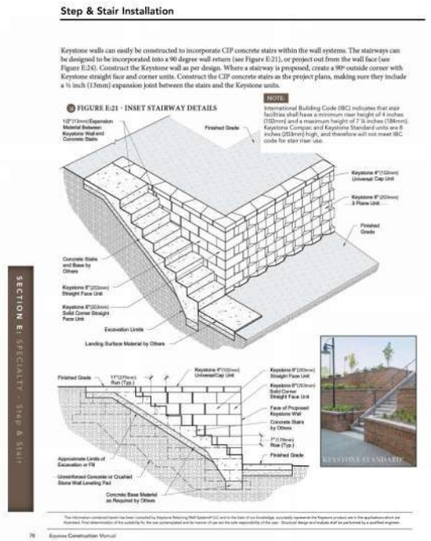
Top of Wall Steps

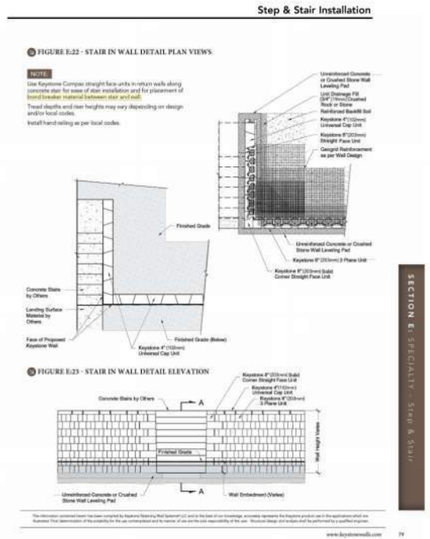


Compac Unit/Base Pad Isometric Section View
●Dimensions & Weight May Vary by Region



Leveling Pad Detail





NF ENGINEERS
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WWW.NFE-ENGR.COM

SEAL

STATE OF MICHIGAN · PAUL TULIKANGAS · ENGINEER NO. · LICENSED PROFESSIONAL ENGINEER

NOTE: RETAINING WALL DESIGN DETAILS ARE PROVIDED BY G2 CONSULTING GROUP:
CONTACT: MS. JENNIFER M. CASEY, P.E.;
PHONE: (248) 680-0400
EMAIL: jcasey@g2consultinggroup.com

PROJECT
City of Birmingham
Park Ave, Brookside Ave &
Ravine Road Wall Replacement
Contract #2-25(P)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW 1/4
of Section 25
T.2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Keystone Retaining Wall
Notes & Details

Know what's below Call before you dig.

DATE	ISSUED/REVISED
03-12-25	ISSUED SURVEY
04-01-25	DESIGN DEVELOPMENT
05-19-25	G2 COORDINATION
06-05-25	CITY REVIEW
10-31-25	CITY REVIEW
01-09-26	ADDENDUM 1
01-15-26	ADDENDUM 3

DRAWN BY: D. Auricchio
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: June 5, 2025
SCALE: N.T.S.

NFE JOB NO. O608
SHEET NO. C12

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BIRMINGHAM CONTRACT #2-25(P) - PARK AVE, BROOKSIDE AVE, & RAVINE ROAD WALL REPLACEMENT PAY ITEMS

NO.	ITEM DESCRIPTION	PAY UNIT	SHEET C01 Demolition Plan (South)	SHEET C02 Demolition Plan (North)	SHEET C3 P&G Plan (South)	SHEET C3 P&G Plan (North)	TOTAL QUANTITY
	WATER MAIN PAY ITEMS						
1	Remove & Salvage Ex. Hydrant & Valve	EA		1			1
2	Reinstall Salvaged Hydrant & Valve	EA				1	1
3	6" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF				10	10
4	6" Water Main Connection to Ex. 6" Water Main	EA				1	1
5	Hydra-Stop, Line-Stop, 6"	EA					1
	SUBTOTAL WATER MAIN PAY ITEMS						
	PAVING PAY ITEMS						
6	Earth Excavation	CY					1,225
7	Subgrade Undercutting, 21AA Limestone	CY					60
8	Subgrade Undercutting, 1"x3" Limestone	CY					60
9	Subgrade Geogrid Fabric, Tensar Triax TX130S	SY					150
10	Removing Concrete Drive Approach	SY	25				25
11	Removing Concrete Sidewalk & Ramp (sawcutting included)	SY	165	135			300
12	Removing Pavement Full Depth (Curb & Gutter included)	SY	240	185			425
13	Profile Milling for Surface Drainage, 0.5"-2.0"	SY	55	115			170
14	Pavt Joint and Crack Repr, Detail 7	LF					100
15	Pavt Joint and Crack Repr, Detail 8	LF					50
16	Remove & Salvage Ex. Wrought Iron Decorative Fence (#532 Brookside)	LF	92				92
17	Remove Ex. Conc. Retaining Walls Full-Depth (Including Footings, Steps & Railings)	LS					1
18	Keystone Segmental Block Retaining Wall ("Ravine Rd")	FSF			855		855
19	Keystone Segmental Block Retaining Wall ("Brookside Ave South")	FSF			1775		1,775
20	Keystone Segmental Block Retaining Wall ("Brookside Ave North")	FSF				660	660
21	Keystone Segmental Block Retaining Wall ("Park Ave Roadside")	FSF				1425	1,425
22	Keystone Segmental Block Retaining Wall ("Park Ave Walk")	FSF				1220	1,220
23	Aggregate Base, MDOT 21AA Limestone, 8"	SY			250	205	455
24	Bituminous Mixture No. 5EML (2.0" Wearing Course)	TON			30	25	55
25	Bituminous Mixture No. 4EML (2.0" Leveling Course)	TON			30	25	55
26	Bituminous Mixture No. 4EML (Wedge Course)	TON			10	20	30
27	Concrete Curb & Gutter ("MDOT F2 Modified, Type 1")	LF			80		80
28	Concrete Curb & Gutter ("MDOT F2 Modified, Type 2")	LF					10
29	Concrete Drive Approach, 6"	SY			21		21
30	Concrete Sidewalk, 4"	SF			1380	610	1,990
31	Concrete Sidewalk, 4" w/ Monolithic Curb	SF			45	660	705
32	Concrete Sidewalk, 6"	SF			70		70
33	Decorative Saftety Railing w/ Sleeve-It Post Foundations	LF			115		115
34	Decorative Stair Riser (6-foot wide, Exposed Aggregate Conc, CIP, including handrails)	EA			10	6	16
35	Handicap Ramp Truncated Domes	SF			25	10	35
36	Adjust Structure Cover	EA					2
37	Maintenance Aggregate for Entire Project	LS					1
	SUBTOTAL PAVING PAY ITEMS						
	GENERAL PAY ITEMS						
38	Mobilization (Max. 5% of Bid)	LS					1
39	Traffic Maintenance & Control	LS					1
40	Inspector Crew Days	DAYS					-
41	Salvage Existing Signs	LS					1
42	New Signs	SF					25
43	Sign Post, U-Channel	LF					60
44	Tree Protection, 3" Dia. Or Greater	EA					12
45	Mulch, 3"	SY					75
46	Topsoil, 3"	SY					575
47	Sod, Class A	SY					500
48	Silt Fencing, 18" Height	LF					630
49	Inlet Filter, Silt Sack or Equal	EA					2
	SUBTOTAL GENERAL PAY ITEMS						

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SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Park Ave, Brookside Ave &
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CLIENT
BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
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Birmingham, MI 48012

PROJECT LOCATION

Part of the SW 1/4
of Section 25
T.2N, R.10E
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SHEET
Quantities

811 Know what's below Call before you dig.

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DRAWN BY: D. Auricchio
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: June 5, 2025
SCALE: N.T.S.

NFE JOB NO. O608
SHEET NO. Q1

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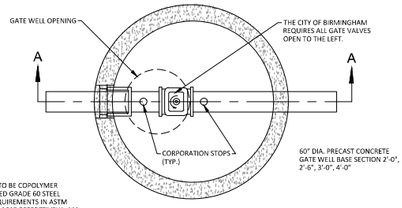
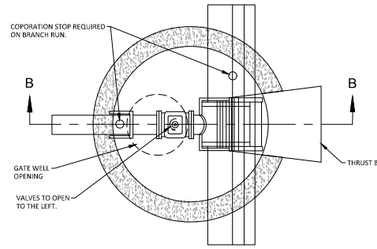
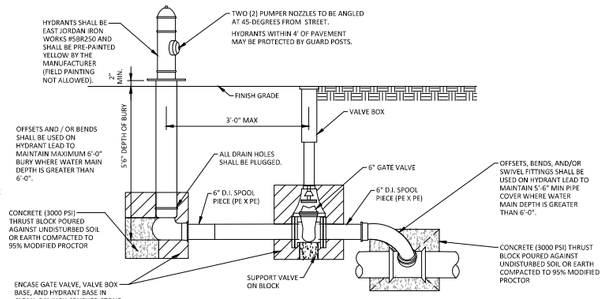


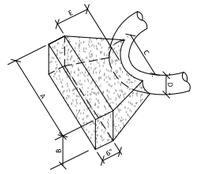
WATER MAIN GATE WELL (TYPICAL), PLAN



WATER MAIN TAPPING SLEEVE, VALVE & WELL (TYPICAL), PLAN

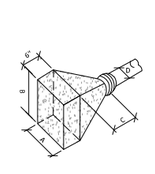


6" HYDRANT SIDE OUTLET



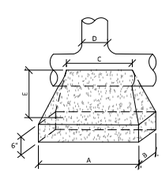
D	A	B	C	E MIN.
20"	8'	6.5'	3.5'	2.5'
16"	6'	4'	2.5'	2'
12"	4'	3'	2'	1.75'
10"	3'	3'	2'	1.75'
8"	3'	2'	2'	1.5'
6"	2'	1.5'	2'	1.25'

FOR 90° BENDS OR SMALLER



D	A	B	C MIN.
20"	7'	5'	2.5'
16"	4'-10"	4'-10"	2'
12"	4'-4"	3'	1'-9"
10"	3'	2'	1.5'
8"	2'-10"	2.5'	1.5'
6"	1.5'	2.5'	1.5'

FOR PLUGS

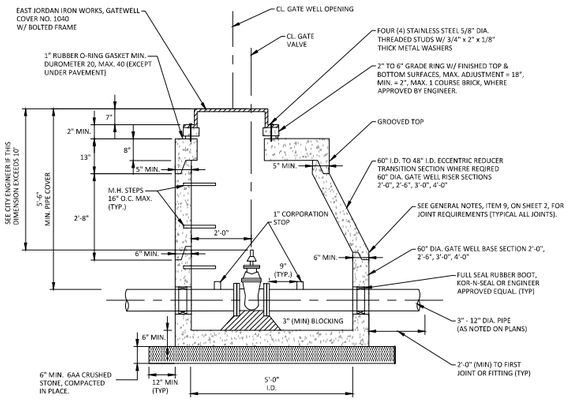


D	A	B	C	E MIN.
20"	6.5'	4.5'	3.5'	3'
16"	4'-8"	4'-8"	2.5'	2.75'
12"	4'	3'	2.5'	2.5'
10"	3'	2'	2'	2.25'
8"	2.5'	2'	2'	2.25'
6"	2'	2'	2'	2.25'

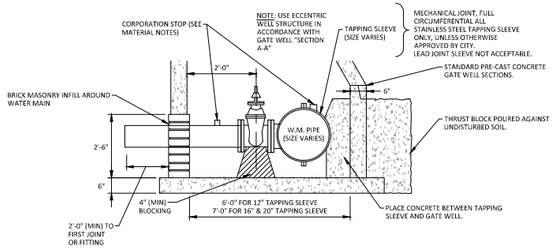
FOR TEES

NOTE:
3000 PSA CONCRETE TO BE USED. THRUST BLOCK TO ABUT & REST AGAINST UNDISTURBED SOIL OR EARTH COMPACTED TO 95% MODIFIED PROCTER.

THRUST BLOCK DETAILS

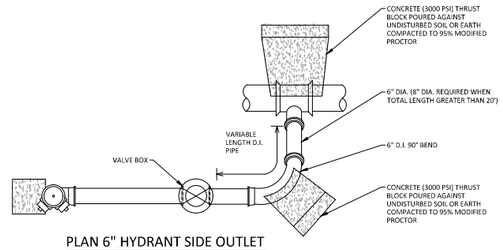


3" THRU 12" GATE WELL ("SECTION A-A")



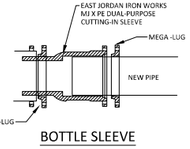
WATER MAIN TAPPING SLEEVE, VALVE & WELL ("SECTION B-B")

NOTES:
1. FOR PIPE SMALLER THAN 16" USE 1" CORPORATION STOP WITH BRONZE SADDLE, FOR 16" PIPE OR LARGER USE 2" CORPORATION STOP WITH BRONZE SADDLE.
2. THE CITY OF BIRMINGHAM DOES NOT ALLOW SIZE ON SIZE TAPPING.

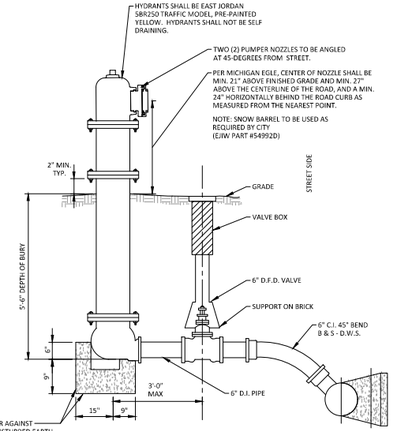


PLAN 6" HYDRANT SIDE OUTLET

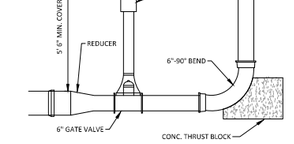
NOTES:
1. HYDRANT EXTENSIONS BETWEEN THE STANDPIPE LOWER SECTION & STANDPIPE UPPER ARE LIMITED TO 18 INCHES.
2. ALL HYDRANTS, COMPANION VALVES, BENDS, AND TEES TO BE FULLY RESTRAINED BY MECHANICAL JOINT RESTRAINT SYSTEM FITTINGS (MEGA-LUG).
3. THRUST BLOCKS ARE REQUIRED AT ALL TEES, BENDS, AND ENDS.
4. ALL HARDWARE (BOLTS, NUTS, WASHERS, ETC.) FOR HYDRANT ASSEMBLIES SHALL BE COR-BLUE.



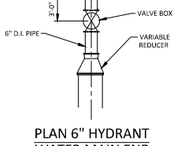
BOTTLE SLEEVE



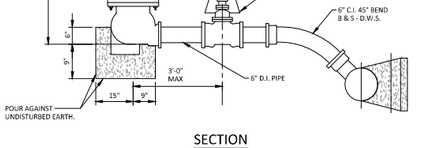
SECTION



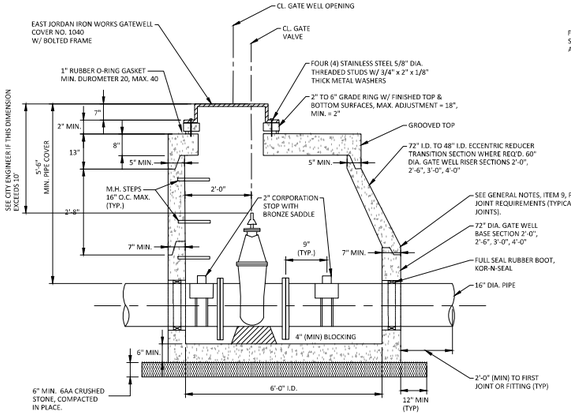
DEAD END BLOWOFF CONNECTION



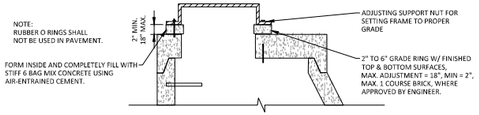
PLAN 6" HYDRANT WATER MAIN END



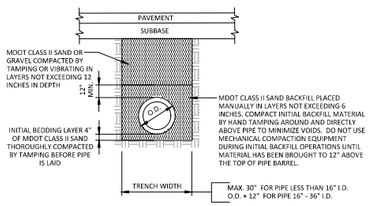
EJIW #5BR250 HYDRANT DETAIL



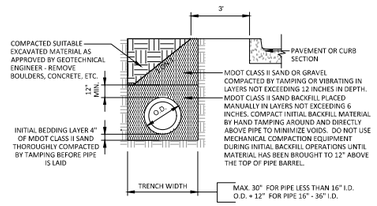
16" GATE WELL ("SECTION A-A")



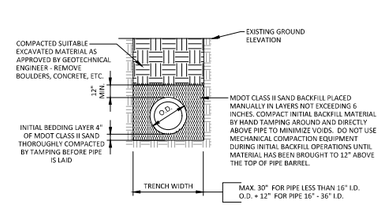
GATE WELL TOPS WITHIN PAVEMENT AREAS



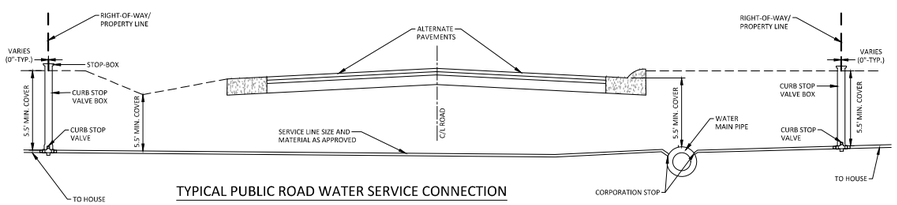
TRENCH DETAIL "A"
WATER MAIN UNDER PAVEMENT



TRENCH DETAIL "A"
WATER MAIN WITHIN INFLUENCE OF PAVEMENT

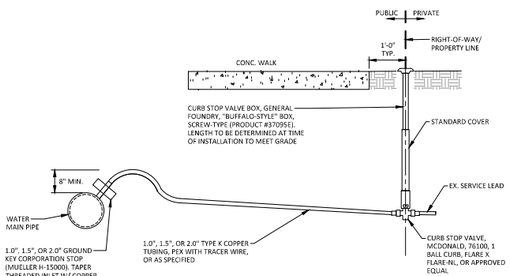


TRENCH DETAIL "B"
WATER MAIN OUTSIDE INFLUENCE OF PAVEMENT

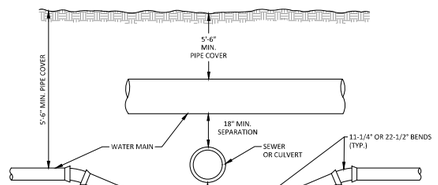


TYPICAL PUBLIC ROAD WATER SERVICE CONNECTION

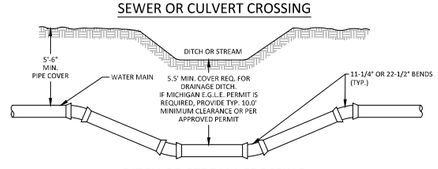
NOTES:
1) WATER SERVICE CURB STOP SHALL BE LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY (R.O.W.), TYPICALLY DIRECTLY ON THE ON THE PROPERTY/ R.O.W. LINE.
2) FOR NEW RESIDENTIAL CONSTRUCTION, THE LATERAL LOCATION SHALL BE PER THE APPROVED PLAN.
3) FOR LATERAL LINE REPLACEMENT WITHIN THE PUBLIC R.O.W., THE LATERAL LOCATION WILL BE FIELD DETERMINED BASED ON THE CONNECTION LOCATION TO THE EXISTING SERVICE LINE AT THE R.O.W. LINE. THE ALIGNMENT OF THE SERVICE LINE MAY REQUIRE ADJUSTMENT TO AVOID TREES WITHIN THE R.O.W. TO THE MAXIMUM EXTENT PRACTICABLE, AS APPROVED BY THE CITY.
4) SERVICE TAP LOCATION AT THE WATER MAIN SHALL BE AT CLOCK POSITION 10:30 OR 1:30 UNLESS OTHERWISE NOTED PER APPROVED PLAN.



WATER SERVICE CONNECTION (TYPICAL)



SEWER OR CULVERT CROSSING



DITCH OR STREAM CROSSING

BIRMINGHAM
A WALKABLE CITY

City of Birmingham Engineering Department
151 Martin Street
Birmingham, MI 48012
248-530-1800
www.bhamgov.org

Water Main Standard Notes & Details 1 of 2

ISSUE DATE:	SCALE:	SHEET NO.
12-12-25	NTS	WM-1

WATER MAIN GENERAL NOTES

1. ALL CONSTRUCTION PROCEDURES AND MATERIALS SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF BIRMINGHAM.
2. A PRE-CONSTRUCTION MEETING SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION AND SHALL BE SCHEDULED BY THE LOCAL MUNICIPAL ENGINEER. THOSE IN ATTENDANCE SHALL INCLUDE: 1) CITY OF BIRMINGHAM ENGINEERING AND D.P.S DEPARTMENTS, 2) DESIGN ENGINEER, 3) OWNER / DEVELOPER, 4) OTHER PUBLIC AGENCIES HAVING JURISDICTION, AND 6) FRANCHISE UTILITY COMPANIES. CONTRACTOR SHALL PROVIDE MATERIALS LISTING FOR APPROVAL BY MUNICIPAL ENGINEER.
3. CONTRACTOR MUST CONTACT MISS DIG (1-800-482-7171) THREE WORKING DAYS BEFORE THE START OF CONSTRUCTION FOR UNDERGROUND UTILITY LOCATIONS. ALL UTILITIES SHALL BE STAKED BEFORE CONSTRUCTION STARTS.
4. CONTRACTOR SHALL COORDINATE ALL REQUIRED WATER MAIN SHUT-DOWNS WITH THE CITY OF BIRMINGHAM ENGINEERING AND D.P.S. DEPARTMENTS TO ALLOW SUFFICIENT TIME IN ADVANCE OF CONSTRUCTION TO ALLOW FOR RESIDENT AND/OR PROPERTY OWNER NOTIFICATIONS, AND FOR THE CITY TO DEVELOP A SHUT-DOWN PROTOCOL. CONTRACTOR COORDINATION IS REQUIRED TO ASSIST THE CITY IN THE DEVELOPMENT OF THE SHUT-DOWN PROTOCOL TO ENSURE IT ALIGNS WITH THE CONTRACTOR'S PROPOSED MEANS AND METHODS. ANY EXERCISING OF EXISTING VALVES THAT ARE REQUIRED TO PERFORM THE SHUT-DOWN SHALL BE COMPLETED BY THE CITY D.P.S. DEPARTMENT WITH A MINIMUM OF 24-HOUR ADVANCED NOTICE.
5. ALL NECESSARY EASEMENTS FOR WATER MAINS SHALL BE PROVIDED IN THE NAME OF THE OWNER OF THE WATER MAIN PRIOR TO CONSTRUCTION AND ACCEPTANCE OF THE WATER DISTRIBUTION SYSTEM FOR OPERATION.
6. ALL WATER MAINS SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF FIVE AND ONE-HALF (5-1/2) FEET BELOW FINISHED GRADES INCLUDING OPEN DRAINAGE COURSES.
7. ALL TRENCHES UNDER OR WITHIN A 1:1 RATIO OF EXISTING OR PROPOSED PAVEMENT, DRIVEWAYS, AND/OR SIDEWALKS SHALL BE BACKFILLED WITH THOROUGHLY COMPACTED CLASS II SAND TO GRADE (95% MAXIMUM UNIT DENSITY).
8. WHERE TWO UTILITIES CROSS, PROVIDE CLASS II BACKFILL MATERIAL IN TWELVE (12) INCH COMPACTED LAYERS TO THE UNDERSIDE OF THE HIGHER UTILITY.
9. WHERE WATER MAINS MUST DIP TO PASS OTHER UTILITIES, THE SECTIONS WHICH ARE DEEPER THAN NORMAL SHALL BE KEPT TO A MINIMUM LENGTH AND SHALL BE CONSTRUCTED WITH ELEVEN AND ONE-QUARTER (11-1/4) DEGREE VERTICAL BENDS, PROPERLY ANCHORED.
10. ALL PRECAST CONCRETE GATE WELL SECTIONS SHALL BE MANUFACTURED TO CONFORM WITH A.S.T.M. C478, STANDARD SPECIFICATIONS FOR PRECAST REINFORCED CONCRETE MANHOLE SECTIONS, AND SHALL BE AS SHOWN ON THESE DETAILS. ALL JOINTS FOR PRECAST CONCRETE GATE WELL SECTIONS SHALL BE "MODIFIED GROOVE TONGUE" WITH GASKET MANUFACTURED TO CONFORM WITH A.S.T.M. C 443, STANDARD SPECIFICATIONS FOR JOINTS FOR CIRCULAR CONCRETE SEWER AND CULVERT PIPE USING RUBBER GASKETS.
11. CONTRACTOR SHALL INSTALL VALVES, TAPPING SLEEVES AND GATE WELL STRUCTURES IN STRICT COMPLIANCE WITH MEASUREMENTS PROVIDED ON THE DETAIL SHEET (FOR EXAMPLE, PROVIDE 2'-0" BETWEEN GATE WELL WALL & CENTERLINE OF OPERATING NUT) TO ALLOW PROPER OPERATION OF VALVE THROUGH GATE WELL OPENING. FAILURE TO DO SO WILL REQUIRE CONTRACTOR TO CORRECT AT HIS OR HER EXPENSE.
12. ALL CROSS-CONNECTION CONTROL DEVICES SHALL BE INSTALLED AS REQUIRED BY THE LOCAL PLUMBING INSPECTOR AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF BIRMINGHAM, THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE), AND THE DIVISION OF DRINKING WATER AND ENVIRONMENTAL HEALTH.
13. ALL FITTINGS AND BENDS SHOULD BE BLOCKED IN ACCORDANCE WITH THRUST BLOCK DETAILS, UNLESS ALTERNATE THRUST RESTRAINT SYSTEM (AS INDICATED IN PLANS AND SPECIFICATIONS) IS APPROVED BY THE CITY OF BIRMINGHAM.
14. ALL STEEL AND IRON MATERIAL AND PRODUCTS FOR PERMANENT INCORPORATION INTO THE WORK SHALL MEET BUY AMERICA REQUIREMENT, FEDERAL CODE OF REGULATIONS SECTION 635.410.
15. ALL TRENCHES UNDER OR WITHIN A 1:1 RATIO OF EXISTING OR PROPOSED PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, OR BUILDINGS SHALL BE BACKFILLED WITH THOROUGHLY COMPACTED CLASS II SAND OR GRAVEL TO GRADE AT NOT LESS THAN 95% OF THE MAXIMUM UNIT WEIGHT.

WATER MAIN MATERIALS NOTES

1. WATER SUPPLY SYSTEM PIPING (3-INCH OR LARGER) SHALL BE DUCTILE IRON UNLESS OTHERWISE APPROVED BY THE CITY OF BIRMINGHAM.
2. ALL FITTINGS AND MATERIALS TO BE LEAD FREE.
3. USE OF HDPE MAY BE ALLOWED IN SOME LIMITED CASES (AS APPROVED BY CITY.) TWO TRACER WIRES WILL BE REQUIRED. OCWRC STANDARDS AND DETAILS SHALL BE USED WHEN HDPE IS APPROVED FOR USE.
4. ALL WATER MAINS SHALL BE DESIGNED FOR 150 PSI MINIMUM WORKING PRESSURE.
5. DUCTILE IRON PIPE SHALL BE PRESSURE-CLASS CLASS 52 FOR SIZES THREE (3) INCH THROUGH EIGHTEEN (18) INCH, CLASS 55 FOR TWENTY (20) INCH, AND CLASS 56 FOR TWENTY-FOUR (24) INCH AND LARGER.
6. DUCTILE IRON PIPE TO BE FURNISHED AND DELIVERED UNDER THIS SPECIFICATION SHALL MEET ALL REQUIREMENTS OF THE CURRENT AWWA C151 (ANSI A21.5), LATEST REVISION, EXCEPT AS OTHERWISE SPECIFIED HEREIN. PIPE SHALL BE CEMENT MORTAR LINED AND BITUMINOUS SEAL-COATED, IN ACCORDANCE WITH AWWA C104 (ANSI A21.4), LATEST REVISION.
7. JOINTS SHALL BE MECHANICAL OR PUSH-ON JOINTS FOR DUCTILE IRON WATER MAIN AND SHALL BE IN ACCORDANCE WITH AWWA C111 (ANSI AS21.11), LATEST REVISION.
8. FLANGE JOINTS FOR DUCTILE IRON WATER MAIN SHALL BE IN ACCORDANCE WITH AWWA C110 (ANSI A21.10).
9. FITTINGS FOR DUCTILE IRON PIPE SHALL BE DUCTILE IRON AND SHALL MEET REQUIREMENTS OF AWWA C110 (ANSI A21.10) OR AWWA C153 (ANSI A21.53). DUCTILE IRON FITTINGS SHALL BE RATED 350 PSI FOR PIPE SIZES TWENTY-FOUR (24) INCH DIAMETER AND LESS AND 250 PSI FOR PIPE SIZES OVER TWENTY-FOUR (24) INCH DIAMETER. DUCTILE IRON FLANGE FITTINGS SHALL BE RATED FOR 250 PSI FOR ALL PIPE DIAMETERS.
10. WHEN CONNECTING TO EXISTING WATER MAINS, OVERSIZED FITTINGS MAY BE REQUIRED TO MATCH THE OUTER DIAMETER OF THE OLDER WATER MAINS.
11. INSTALL BRASS WEDGES AT ALL PUSH-ON JOINTS IN DUCTILE IRON PIPE INSTALLATIONS. TWO (2) WEDGES PER JOINT FOR PIPES 12 INCH DIAMETER AND LESS, AND FOUR WEDGES PER JOINT FOR PIPES GREATER THAN 12 INCHES IN DIAMETER.
12. ALL BURIED BOLTS, NUTS, AND WASHERS SHALL BE AWWA CAAA LOW ALLOY STEEL COATED WITH COAL TAR AND POLY-WRAPPED WHEN SPECIFIED.
13. ALL BURIED BOLTS, NUTS, AND WASHERS FOR ALL FLANGED CONNECTIONS SHALL BE STAINLESS STEEL (ASTM A320, GRADE B8M) AND HAVE A NEVER-SEIZE TYPE COMPOUND APPLIED TO THE THREADS PRIOR TO INSTALLATION.
14. TEMPORARY CONNECTIONS, WHICH MAY BE MADE FOR CHLORINATING AND FLUSHING PURPOSES, SHALL INCLUDE A TESTABLE DOUBLE-CHECK VALVE BACKFLOW-PREVENTER WITH CURRENT CERTIFICATION.
15. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE ENCASED WITH POLYETHYLENE ENCASEMENT IN ACCORDANCE WITH THE REQUIREMENTS OF ANSI/AWWA STANDARD C105/A21.5-10. POLYETHYLENE MATERIAL SHALL BE TYPE 1, CLASS A, GRADE E-1, AND HAVE A MINIMUM THICKNESS OF 0.008" (8-MILS). FLOW RATE SHALL BE 0.4 MAXIMUM, TENSILE STRENGTH SHALL BE 1200 PSI MINIMUM, AND ELONGATION SHALL BE 300%.

HYDRANT REQUIREMENTS

1. ALL HYDRANTS SHALL BE EAST JORDAN IRON WORKS 5BR250 TRAFFIC MODEL , TWO-WAY WITH TWO (2) 4-1/2" PUMPER NOZZLE FITTINGS. STANDARD BARREL (EJIW PART NUMBER 54948D) OR SNOW BARREL (EJIW PART NUMBER 54992D) TO BE USED AS REQUIRED BY CITY. ALL HYDRANTS SHALL BE CITY OF BIRMINGHAM STANDARD, AS DETAILED. SELF-DRAINING HYDRANTS SHALL NOT BE USED. HYDRANTS SHALL HAVE BREAKAWAY FLANGE. PER MANUFACTURER, "TRAFFIC-MODEL" HYDRANTS WITH WITH BREAKAWAY FLANGE SHALL BE INSTALLED WITH A 6" THICK CONCRETE COLLAR (2' WIDTH x 2' DEPTH), CENTERED AROUND THE FINISHED GRADE OF THE HYDRANT, WHERE HYDRANTS ARE INSTALLED IN SANDY SOILS OR CONNECTED TO PVC OR HDPE WATER MAINS.
2. HYDRANTS SHALL BE RATED FOR 250 PSI WORKING PRESSURE.
3. HYDRANTS SHALL HAVE A MINIMUM 5-1/4" VALVE OPENING.
4. THE OPERATING NUT SHALL BE A ONE-PIECE DESIGN, MANUFACTURED OF ASTM B-584 BRONZE. IT SHALL BE 1-1/8" PENTAGON - POINT TO FLAT IN SIZE/SHAPE.
5. THE DIRECTION OF OPENING SHALL BE LEFT. AN ARROW SHALL BE CAST ON THE TOP TO THE HYDRANT TO INDICATE THE OPENING DIRECTION.
6. HYDRANTS SHALL HAVE A DEPTH OF BURY OF 5'6", UNLESS OTHERWISE NOTED.
7. ALL HYDRANTS SHALL BE PAINTED YELLOW ABOVE GROUND AND BLACK BELOW GROUND WITH A FINISH COAT OF YELLOW PAINT AS FURNISHED FROM THE MANUFACTURER (FIELD PAINTING NOT ALLOWED). HYDRANT CAP SHALL BE PAINTED SAME COLOR AS THE HYDRANT.
8. ALL FIRE HYDRANT JOINTS SHALL BE TOTALLY RESTRAINED BY THE USE OF MEG-A-LUGS OR OTHER APPROVED RESTRAINED JOINT. THRUST BLOCKS ARE ALSO REQUIRED.
9. ALL HYDRANTS SHALL BE CONSTRUCTED WITH A SIX (6) INCH COMPANION GATE VALVE IN A THREE (3) PIECE, ADJUSTABLE DUCTILE IRON VALVE BOX, WHICH SHALL INCLUDE A FIVE AND ONE-QUARTER (5-1/4) INCH SCREW SHAFT. VALVE BOXES SHALL BE EJ VALVE BOX NO. 8560 OR APPROVED EQUAL, AND SHALL INCLUDE A VALVE BOX RISER (EJ NO. 8500) AND VALVE BOX DROP LID W/ TWO PICKHOLES (EJ NO. 6800) WITH "WATER" LETTERING.

VALVE AND SLEEVE NOTES

1. GATE VALVES, SIZES THREE (3) INCH THROUGH SIXTEEN (16) INCH AND TAPPING VALVES, SHALL BE RESILIENT SEAT WEDGE TYPE WITH MECHANICAL JOINTS AND NON-RISING STEM.
2. ALL GATE VALVES SHALL BE FURNISHED AND INSTALLED SUCH THAT THEY OPEN WHEN TURNED "LEFT" OR COUNTER-CLOCKWISE.
3. ALL IN LINE GATE VALVES THREE (3) INCH AND LARGER SHALL BE IN WELLS AS DETAILED.
4. ALL GATE WELL COVERS SHALL BE CITY OF BIRMINGHAM STANDARD AS DETAILED.
5. ALL GATE VALVES WITH OPERATING NUTS AT A DISTANCE GREATER THAN FIVE (5) FEET BELOW GROUND SURFACE SHALL BE PROVIDED WITH AN EXTENSION STEM. THE LENGTH OF THE EXTENSION STEM SHALL REACH WITHIN FIVE (5) FEET FROM THE GROUND SURFACE. WHEN AN EXTENSION STEM IS USED, IT SHALL BE HELD IN PLACE BY AN EXTENSION STEM GUIDE SUITABLY FASTENED TO THE WALL OF THE GATE WELL. THE EXTENSION STEM SHALL BE MECHANICALLY ATTACHED TO THE OPERATING NUT. DETAILS OF THE EXTENSION SYSTEM AND THE METHOD OF INSTALLATION SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO INSTALLATION.
6. BUTTERFLY VALVES MAY BE USED FOR VALVES GREATER THAN 16-INCH DIAMETER AND SHALL BE MODEL 2F11 AS MANUFACTURED BY HENRY PRATT COMPANY OR APPROVED EQUAL.
7. TAPPING VALVES SHALL BE AWWA C515 FL X MJ AS MANUFACTURED BY EAST JORDAN IRON WORKS WITH RESILIENT SEATED GATE VALVES AS APPROVED BY THE CITY OF BIRMINGHAM.
8. TAPPING SLEEVES SHALL BE ALL STAINLESS STEEL (BODY, FLANGE AND HARDWARE), MANUFACTURED BY ROMAC INDUSTRIES; JCM 432; SMITH-BLAIR 663/665 OR APPROVED EQUAL.

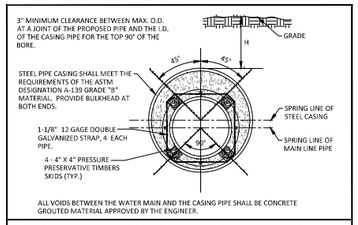
WATER SERVICE (DOMESTIC SUPPLY AND FIRE SUPPRESSION NOTES

14. FOR DOMESTIC SUPPLY AND FIRE SUPPRESSION BUILDING WATER SERVICES: A SINGLE TAP IS ALLOWED ON THE WATER MAIN, WHICH SHALL SPLIT INTO SEPARATE DOMESTIC AND FIRE SUPPRESSION LINES OUTSIDE OF THE BUILDING, SHALL BE USED UNLESS OTHERWISE APPROVED BY CITY.
16. VALVES TO BE INSTALLED ON EACH INDIVIDUAL LEAD ON THE EXTERIOR OF THE BUILDING.
17. EASEMENTS FOR WATER MAIN LEADS REQUIRED UP TO THE EXTERIOR SHUT OFF VALVE.
18. CORPORATION STOPS USED FOR INSERTION INTO MAINS SHALL BE MUELLER TYPE H-15000. ALL STOPS SHALL BE CONSTRUCTED OF HEAVY-DUTY BRASS COMPONENTS MEETING THE REQUIREMENT OF ASTM B62. ALL STOPS SHALL HAVE AN AWAA TAPER THREADED INLET WITH COPPER FLARE STRAIGHT CONNECTION OUTLET. CORPORATION STOPS SHALL BE MANUFACTURED AND TESTED IN ACCORDANCE WITH THE LATEST VERSION OF AWWA C800.
19. CURB STOP VALVES SHALL BE MCDONALD, TYPE 76100, 1 BALL CURB, FLARE x FLARE-NL. TYPICAL RESIDENTIAL CURB STOP VALVE BOXES SHALL BE BY GENERAL FOUNDRY, BUFFALO STYLE BOX, SCREW-TYPE (PRODUCT #37095E). WHERE CURB STOP VALVES WILL BE LOCATED WITHIN PAVEMENT, A THREE (3) PIECE, ADJUSTABLE DUCTILE IRON VALVE BOX SHALL BE FURNISHED AND INSTALLED TO PROVIDE A RIM ELEVATION FLUSH WITH THE SURROUNDING PAVEMENT. VALVE BOXES SHALL BE EJ VALVE BOX NO. 8560 OR APPROVED EQUAL, AND SHALL INCLUDE A VALVE BOX RISER (EJ NO. 8500) AND VALVE BOX DROP LID W/ TWO PICKHOLES (EJ NO. 6800) WITH "WATER" LETTERING.

ACCEPTANCE OF NEW WATER MAINS

1. PRIOR TO WATER MAIN ACCEPTANCE THE FOLLOWING CONDITIONS MUST BE MET:
   - 1.1) PRESSURE TESTING AND BACTERIA TESTING MUST BE COMPLETED IN ACCORDANCE WITH CITY OF BIRMINGHAM AND OAKLAND CUNTY REQUIREMENTS
   - 1.2) ALL EASEMENT AND RIGHT-OF-WAY ACQUISITION MUST BE ACCEPTED BY THE CITY OF BIRMINGHAM,
   - 1.3) THE CITY OF BIRMINGHAM MUST BE PROVIDED WITH THE BILL OF SALE.
   - 1.4) ALL "RECORD DRAWINGS" MUST BE ACCEPTED AND APPROVED BY THE CITY OF BIRMINGHAM.
   - 1.5) THE CITY OF BIRMINGHAM MUST WITNESS THE CONNECTION OF THE WATER MAIN TO THE EXISTING WATER MAIN, AFTER WHICH RESIDENTIAL AND COMMERCIAL TAPS WILL BE ALLOWED.
2. THE CONTRACTOR SHALL NOTIFY THE CITY OF BIRMINGHAM FOR NEW CONSTRUCTION TAP, PRESSURE TESTING, BACTERIOLOGICAL SAMPLING, CONNECTIONS TO EXISTING WATER MAIN, AND FINAL FIELD REVIEW. A SEVENTY-TWO (72) HOUR ADVANCE NOTICE IS REQUIRED.
3. THE CONTRACTOR SHALL DISINFECT AND PRESSURE TEST ALL NEW WATER MAIN CONSTRUCTION PURSUANT TO THE CURRENT STANDARDS SPECIFIED BY THE CITY OF BIRMINGHAM AND OAKLAND COUNTY.
4. THE WATER MAIN SHALL PASS A TEST OF 150 PSI FOR A TWO (2) HOUR PERIOD. WATER LOSS SHALL NOT EXCEED A RATE OF 11.65 U.S. GALLONS PER INCH DIAMETER, PER MILE OF WATERLINE IN TWENTY-FOUR (24) HOURS.
5. WHERE CONTRACTOR SUPPLIED GAUGES ARE REQUIRED, MINIMUM SIZE SHALL BE 3 1/2 INCH DIAMETER OR LARGER GRADUATED IN ONE (1) OR TWO (2) POUND INCREMENTS FROM 1 TO 160 P.S.I., OR HIGHER.
6. PRESSURE TESTING AND BACTERIA TESTING MUST BE SUCCESSFULLY COMPLETED PRIOR TO CONNECTION TO THE EXISTING WATER SUPPLY SYSTEM.

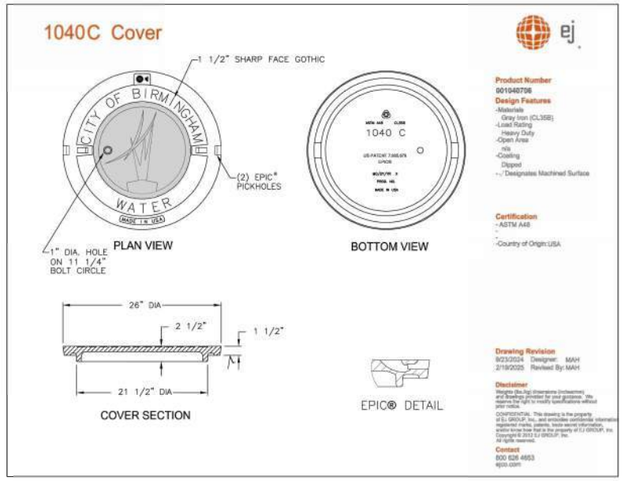
TYPICAL WATER MAIN TUNNEL CASING DETAIL



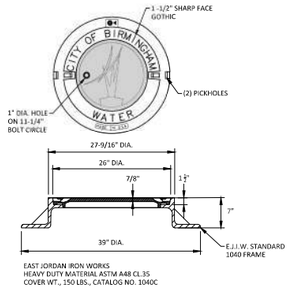
ALLOWABLE HEIGHT OF COVER (H) IN FEET, FOR STEEL CASING

WALL THICKNESS (IN.)		STEEL CASING OUTSIDE DIAMETER (IN.)									
FRACT.	DEC.	12	14	16	18	20	24	28	30	36	42
3/8	0.1875	39	30	24	21	19	17	16			
1/4	0.250	50	50	39	31	27	21	19	18	16	
5/16	0.3125			50	48	39	28	23	21	18	17
3/8	0.375				50	50	39	29	27	22	19
7/16	0.4375						50	39	34	26	21
1/2	0.500							50	44	31	25
9/16	0.5625								50	39	30
5/8	0.625									48	35

1. FOR 36" WATER MAIN PROVIDE A MIN. OF 60" DIA. CASING WITH 1" WALL THICKNESS.
2. CASING PIPE JOINTS TO BE FULLY WELDED AROUND THE CIRCUMFERENCE BY A CERTIFIED WELDER.



CITY OF BIRMINGHAM - GATE WELL COVER
(FURNISH & INSTALL W/ STANDARD EJIW 1040 FRAME)



CITY OF BIRMINGHAM GATE WELL
COVER & STANDARD FRAME

TO BE USED ONLY FOR MANHOLES ON DESIGNATED CITY DRAINS.

BIRMINGHAM
A WALKABLE CITY

City of Birmingham Engineering Department
151 Martin Street
Birmingham, MI 48012
248-530-1800
www.bhamgov.org

Water Main Standard Notes & Details
2 of 2

ISSUE DATE:	SCALE:	SHEET NO.
12-12-25	NTS	WM-2

MEMORANDUM

City Attorney

DATE: March 9, 2026

TO: Jana Ecker, City Manager

FROM: Mary Kucharek, City Attorney
Tracy Gaudenzi, City Attorney

SUBJECT: Request for Closed Session Under MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act

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INTRODUCTION:
The City Attorney is requesting to meet with the City Commission in closed session to discuss pending litigation pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act.

BACKGROUND:
Pursuant to MCL § 15.268 Sec. 8(1)(e) of the Open Meetings Act the City Attorney wishes to discuss pending litigation for *The City of Birmingham v The Community House Association, Birmingham, Michigan,* Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren.

LEGAL REVIEW:
I am requesting a closed session on Monday, March 9, 2026 pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled *The City of Birmingham v The Community House Association, Birmingham, Michigan,* Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren.

FISCAL IMPACT:
To be discussed in closed session.

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
N/A

PUBLIC COMMUNICATIONS:
N/A

SUMMARY:

The City Commission is asked to conduct a closed session on Monday, March 9, 2026 pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled *The City of Birmingham v The Community House Association, Birmingham, Michigan,* Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren.

ATTACHMENTS:

1. Open Meetings Act, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8(1)(e).

SUGGESTED COMMISSION ACTION:

Make a motion to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled *The City of Birmingham v The Community House Association, Birmingham, Michigan,* Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren.

OPEN MEETINGS ACT (EXCERPT)
Act 267 of 1976

15.268 Closed sessions; permissible purposes; applicability to independent citizens redistricting commission.

Sec. 8. (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(*i*) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(*ii*) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(*iii*) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, "school board" means any of the following:

(*i*) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(*ii*) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.

(*iii*) A board of directors of a public school academy as described in section 502 of the revised school code, 1976 PA 451, MCL 380.502.

(*iv*) The local governing board of a public community or junior college as described in section 7 of article VIII of the state constitution of 1963.

(*l*) For a county veteran services committee to interview a veteran or a veteran's spouse or dependent regarding that individual's application for benefits or financial assistance and discuss that individual's

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application for benefits or financial assistance, if the applicant requests a closed hearing. This subdivision does not apply to a county veteran services committee voting on whether to grant or deny an individual's application for benefits or financial assistance. As used in this subdivision, "county veteran services committee" means a committee created by a county board of commissioners under section 1 of 1953 PA 192, MCL 35.621, or a soldiers' relief commission created under section 2 of 1899 PA 214, MCL 35.22.

(2) This act does not permit the independent citizens redistricting commission to meet in closed session for any purpose. As used in this subsection, "independent citizens redistricting commission" means the independent citizens redistricting commission for state legislative and congressional districts created in section 6 of article IV of the state constitution of 1963.

History: 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1984, Act 202, Imd. Eff. July 3, 1984;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996;—Am. 2018, Act 467, Eff. Mar. 27, 2019;—Am. 2021, Act 31, Imd. Eff. June 24, 2021;—Am. 2021, Act 166, Imd. Eff. Dec. 27, 2021.

Compiler's note: Enacting section 1 of Act 166 of 2021 provides:

"Enacting section 1. This amendatory act is intended to clarify that the independent citizens redistricting commission for state legislative and congressional districts, since its establishment under section 6 of article IV of the state constitution of 1963, has been required to conduct all of its business at open meetings, without exception and in a manner that invites wide public participation throughout this state, as provided in section 6(10) of article IV of the state constitution of 1963, and that the commission continues to be subject to this unqualified open meetings requirement."

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MEMORANDUM

City Attorney

DATE: March 9, 2026

TO: Jana Ecker, City Manager

FROM: Mary Kucharek, City Attorney
Tracy Gaudenzi, City Attorney

SUBJECT: Request for Closed Session Under MCL § 15.268, Sec.8(1)(d) of the Open Meetings Act

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INTRODUCTION:
The City Attorney is requesting to meet with the City Commission in closed session to discuss pending litigation pursuant to MCL § 15.268, Sec.8(1)(d) of the Open Meetings Act.

BACKGROUND:
Pursuant to MCL § 15.268 Sec. 8(1)(d) of the Open Meetings Act the City Attorney wishes to discuss the possible purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

LEGAL REVIEW:
I am requesting a closed session on Monday, March 9, 2026 pursuant to MCL § 15.268, Sec.8(1)(d) of the Open Meetings Act to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

FISCAL IMPACT:
To be discussed in closed session.

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
N/A

PUBLIC COMMUNICATIONS:
N/A

SUMMARY:

The City Commission is asked to conduct a closed session on Monday, March 9, 2026 pursuant to MCL § 15.268, Sec.8(1)(d) of the Open Meetings Act to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

ATTACHMENTS:

1. Open Meetings Act, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8(1)(d).

SUGGESTED COMMISSION ACTION:

Make a motion to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(d) of the Open Meetings Act to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

OPEN MEETINGS ACT (EXCERPT)
Act 267 of 1976

15.268 Closed sessions; permissible purposes; applicability to independent citizens redistricting commission.

Sec. 8. (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(*i*) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(*ii*) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(*iii*) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, "school board" means any of the following:

(*i*) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(*ii*) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.

(*iii*) A board of directors of a public school academy as described in section 502 of the revised school code, 1976 PA 451, MCL 380.502.

(*iv*) The local governing board of a public community or junior college as described in section 7 of article VIII of the state constitution of 1963.

(*l*) For a county veteran services committee to interview a veteran or a veteran's spouse or dependent regarding that individual's application for benefits or financial assistance and discuss that individual's

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application for benefits or financial assistance, if the applicant requests a closed hearing. This subdivision does not apply to a county veteran services committee voting on whether to grant or deny an individual's application for benefits or financial assistance. As used in this subdivision, "county veteran services committee" means a committee created by a county board of commissioners under section 1 of 1953 PA 192, MCL 35.621, or a soldiers' relief commission created under section 2 of 1899 PA 214, MCL 35.22.

(2) This act does not permit the independent citizens redistricting commission to meet in closed session for any purpose. As used in this subsection, "independent citizens redistricting commission" means the independent citizens redistricting commission for state legislative and congressional districts created in section 6 of article IV of the state constitution of 1963.

History: 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1984, Act 202, Imd. Eff. July 3, 1984;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996;—Am. 2018, Act 467, Eff. Mar. 27, 2019;—Am. 2021, Act 31, Imd. Eff. June 24, 2021;—Am. 2021, Act 166, Imd. Eff. Dec. 27, 2021.

Compiler's note: Enacting section 1 of Act 166 of 2021 provides:

"Enacting section 1. This amendatory act is intended to clarify that the independent citizens redistricting commission for state legislative and congressional districts, since its establishment under section 6 of article IV of the state constitution of 1963, has been required to conduct all of its business at open meetings, without exception and in a manner that invites wide public participation throughout this state, as provided in section 6(10) of article IV of the state constitution of 1963, and that the commission continues to be subject to this unqualified open meetings requirement."

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BIRMINGHAM POLICE DEPARTMENT

Scott A. Grewe, Chief of Police

Birmingham Police Departments position regarding Immigration and Customs Enforcement (ICE) activity in the City of Birmingham

The Birmingham Police Department is not aware of any activity from ICE within our City, either in the recent past or planned for the future. The Mission Statement of the Birmingham Police Department, which serves as our guiding principle, states;

> **The Birmingham Police Department is dedicated to serving with Professionalism, Integrity, and Courage to protect life and property through compassionate and equitable police services.**

The Birmingham Police Department, complies with all applicable local, state, and federal laws while providing compassionate and equitable police services to all those who live, work, and travel in our community. We ensure that our department remains impartial to political swings that occur at the local, state, and federal levels and instead follow the current laws in place.

It is common for outside law enforcement agencies to operate within the City of Birmingham when their investigations necessitate it. However, it's up to the Birmingham Police Department to decide if we will assist those investigations if requested. Regarding a potential ICE operation within the City, at the direction of the Chief of Police, the Birmingham Police Department will not assist ICE in an operation to locate and detain subjects within the City. Additionally, our department can not interfere with or impede ICE from conducting an operation within the City, as it would be a violation of federal law to do so.

In the event ICE were to conduct an operation in the City of Birmingham, our Police Department will respond to calls for assistance to provide safety to all individuals (detainees and law enforcement) as it is our legal duty to do so.

To be clear, we will neither assist nor impede a legal operation, but will take the appropriate legal action in the event of illegal activity.

151 Martin Street P.O. Box 3001 Birmingham, MI 48012
Phone: 248.530.1870 Fax: 248.530.1270 www.bhamgov.org

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

Keep ICE out of Birmingham

1 message

Danielle Mallon <dbmallon70@gmail.com> Wed, Feb 18, 2026 at 2:48 PM
To: city-commission@bhamgov.org, jecker@bhamgov.org, Scott Grewe <sgrewe@bhamgov.org>

Commissioners, Ms Ecker and Chief Grewe,

In October of 2025, I emailed all of the members of the city Commission, along with our City Manager, Ms Ecker, and Police Chief Grewe to find out what the City of Birmingham planned to do to keep the people of Birmingham (residents, as well as people who come here to work, shop, dine, etc) safe from the overreach of ICE and DHS. I received a thoughtful response from Chief Grewe who assured me that the Birmingham Police would not be cooperating with ICE. I also received a considerate response from Commissioner Baller.

But to my knowledge, no further declaration of intent has been made by the City of Birmingham to ensure that City buildings remain safe spaces for residents to access services, attend meetings and engage with City government - without fear of civil immigration enforcement inside those spaces. I am asking you to take immediate action at the City level. The City of Birmingham has the authority to protect residents through local policy. I'm urging you to support and bring forward resolutions that 1) prohibit DHS, CBP and ICE activity on City of Birmingham property without a valid judicial warrant and 2) ensure that the City of Birmingham never enters into a 287(g) agreement.

Last month, Washtenaw County voted to ban ICE agents from County properties unless they have a court-approved warrant to be there. Tomorrow, 2/19/2026, at the Oakland County Commissioners Board Meeting, a similar resolution is being presented. This is about public safety. This is about access to services. This is about keeping city government focused on serving residents. I'm asking you to do the right thing.

Thank you,

Danielle Mallon
811 Tottenham Road
Birmingham

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You received this message because you are subscribed to the Google Groups "City Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAFLR0kr5zFaE%3DbEArsZRtJyORVKbhV%2BmqGP3HAYKXpcNjeKngQ%40mail.gmail.com.

02/17/2026

Dear City of Birmingham Commissioners,

As the residents of Northlawn Boulevard in Birmingham, Michigan understand from attending the Engineering Department meeting held Thursday, February 12, 2026 to discuss the upcoming cape seal program, the city of Birmingham defines Northlawn as an unimproved road. However, we request financial relief from the city's plans to assess residents of Northlawn the customary unimproved road 85% of the cape seal project cost for the following reasons:

1) Unlike the typical city of Birmingham unimproved road (Canterbury for example) Northlawn Boulevard would "appear" as an improved road which consistently encourages non-resident traffic to utilize the road adding to its wear and tear
a. 38 feet wide
b. concrete curbs and driveway approaches
c. gutters with rainwater sewer catches
d. snow plowed and salted regularly
e. curbside removal of leaves in fall

2) We understand that Northlawn Boulevard is defined as an important emergency route to facilitate fire and rescue access to the broader Birmingham community which would incline that the maintenance / condition of Northlawn is important to EVERY resident of Birmingham and not just those who live on Northlawn, therefore, it is unfair for the majority of the maintenance cost (85%) to be the liability of the Northlawn residents alone and instead the costs should be shared by ALL residents of Birmingham.

3) Since the last cape seal project was completed there has been approximately 13 homes completely demolished/reconstructed on Northlawn Boulevard between Southfield and Cranbrook roads. The crews and heavy trucks can only enter from Southfield or Cranbrook roads and together with the invasive trenching of the street (and repatching) to connect up plumbing and water services to the newly constructed homes along with the weight of 13 homes demolition debris being hauled away and new construction materials being delivered there has clearly been an accelerated deterioration in the street surface attributable to home construction. The incumbent residents of Northlawn should not be fully responsible for the accelerated deterioration of the road surface due to new home construction. We think that the city of Birmingham should secure from home demolition/reconstruction permits additional funding to set aside for what we know will be a faster deterioration of the street surrounding the project resulting in a sooner than what would normally be expected resurfacing project. In addition, it is believed that these new homes constructed are providing a significant boost in property taxes collected by the City as compared to the demolished homes they replace.

4) After searching for the definition of an "unimproved road" in dozens of internet sites, it is not possible to find one definition that would line up with Northlawn Blvd being unimproved. It is also not possible to find one in which Northlawn Blvd would NOT be considered improved.

We appreciate your consideration and recognition that Northlawn Boulevard is a very unique "unimproved" road. I think the police department can attest to the tremendous amount of non-Northlawn residents who travel this road on a daily basis.

Regards,
Brian and Michelle Hamlin
1061 Northlawn Boulevard
Birmingham, MI 48009

Brian Hamlin

Michelle Hamlin

Dear City of Birmingham Commissioners,

I am writing regarding the February 23, 2026 City meeting concerning the upcoming cape seal program and the determination that Northlawn Boulevard is classified as an "unimproved road," resulting in an 85% special assessment to residents.

I respectfully but firmly request that the Commission reconsider both the classification and the disproportionate financial burden being placed on Northlawn residents.

Northlawn Boulevard does not function as a typical unimproved residential road. It is 38 feet wide, contains concrete curbs and driveway approaches, includes gutters with stormwater catch basins, and is regularly plowed and salted. In both infrastructure and use, it operates as an improved roadway. It connects Southfield and Cranbrook Roads and carries substantial non-resident traffic. This through traffic materially contributes to wear and deterioration beyond what would be expected on a neighborhood-only street.

Further, Northlawn serves as an emergency access route for fire and rescue services. By definition, this makes it infrastructure that supports the broader Birmingham community. Roads that serve citywide public safety functions should not have the overwhelming majority of maintenance costs assigned solely to the residents who live along them. An 85% assessment in this context is inequitable.

It is important to recognize that the section of Northlawn between Latham and Southfield differs materially from the section west of Latham. The roadway in our section includes curbs and does not resemble an unimproved road. Treating the entire length of Northlawn identically for assessment purposes fails to acknowledge these physical distinctions. I respectfully request that the City clearly demonstrate the criteria and analysis used to determine that this section qualifies as "unimproved."

Northlawn Boulevard is not comparable to other unimproved roads in Birmingham. Its width, infrastructure, traffic volume, emergency designation, redevelopment impact, and sectional differences make it a unique case that warrants a fair and revised cost-sharing approach.

I respectfully request that this matter be formally reconsidered and placed on a Commission agenda for discussion.

Sincerely,
Kim Weiner
1005 Northlawn Boulevard
Birmingham, Michigan

Kim Weiner

CLERK'S OFFICE
RECEIVED
FEB 23 2026
11:28 AM

February 19, 2026

Dear City of Birmingham Commissioners,

As the residents of Northlawn Boulevard in Birmingham, Michigan understand from attending the Engineering Department meeting held Thursday, February 12, 2026 to discuss the upcoming cape seal program, the city of Birmingham defines Northlawn as an unimproved road. However, we request financial relief from the city's plans to assess residents of Northlawn the customary unimproved road 85% of the cape seal project cost for the following reasons:

1) Unlike the typical city of Birmingham unimproved road (Canterbury for example) Northlawn Boulevard would "appear" as an improved road which consistently encourages non-resident traffic to utilize the road adding to its wear and tear:
    a. 38 feet wide
    b. concreate curbs and driveway approaches
    c. gutters with rainwater sewer catches
    d. snowplowed and salted regularly

2) We understand that Northlawn Boulevard is defined as an important emergency route to facilitate fire and rescue access to the broader Birmingham community which would incline that the maintenance / condition of Northlawn is important to EVERY resident of Birmingham and not just those who live on Northlawn. Therefore, we believe it is unfair for the majority of the maintenance cost (85%) to be the liability of the Northlawn residents alone and instead the costs should be shared by ALL residents of Birmingham.

3) In addition, due to the additional width of road and lack of traffic lights, students from Seaholm, Brother Rice and Marian High Schools consistently utilize Northlawn Blvd. as an artery to and from the neighborhoods on the east side of Southfield Rd.

4) Northbound Southfield Rd does not permit right-hand turns into the neighborhoods east of Southfield Rd during peak traffic times. Many of these residents turn left into our neighborhood and use Northlawn Blvd. as a crossing point of Southfield. This traffic pattern has significantly increased after the city approved expansion of the Market Square property and parking lot. Customers leaving Market Square routinely cut through the neighborhood and utilize Northlawn Blvd to cross back over Southfield Rd.

5) Since the last cape seal project was completed there has been approximately 13 homes completely demolished/reconstructed on Norhtlawn Boulvevard between Southfield and Cranbrook roads. The crews and heavy trucks can only enter from Southfield or Cranbrook roads and together with the invasive trenching of the street (and repatching) to connect up plumbing and water services to the newly constructed homes along with the weight of 13 homes demolition debris being hauled away and new construction materials being delivered there has clearly been an accelerated deterioration in the street surface attributable to home construction. The incumbent residents of Northlawn should not be fully responsible for the accelerated deterioration of the road surface due to new home construction. We think that the city of Birmingham should secure from home demolition/reconstruction permits additional funding to set aside for what we know will be a faster deterioration of the street surrounding the project resulting in a sooner than what would normally be expected resurfacing project. In addition, it is believed that

CLERK'S OFFICE
RECEIVED
FEB 23 2026
11:28 AM

these new homes constructed are providing a significant boost in property taxes collected by the City as compared to the demolished homes they replace.

Recognizing that Northlawn Boulevard is a very unique "unimproved" road, and based on the above points, we appreciate you giving consideration to reduce the customary 85/15 split on the cost of improvements. I would tend to believe that the police department can attest to the tremendous amount of non-Northlawn residents who travel this road on a daily basis.

Sincerely,

Mark Pierret & Keri Boyd
1083 Northlawn Boulevard

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Cape Seal Special Assessment

1 message

Jackie Piceu <jpiceu6@gmail.com> Mon, Feb 23, 2026 at 1:15 PM
To: city-commission@bhamgov.org

Dear Commissioners,

I am writing to you because I am unable to attend tonight's public hearing. I would like to go on record to formally oppose the decision to charge Oak residents 85% of the cost for the Cape Seal Project.

It is my belief that the Birmingham City Government is funded by its citizens to provide services namely; infrastructure, roads, safety and utilities. In the case of road maintenance, the city also receives money from the State of Michigan, Act 51. Therefore, asking us to pay is unacceptable. It indicates that the council has not prioritized road maintenance and found the necessary offsets in the budget to fund it.

Placing the financial burden of Cape Seal on the residents is a result of misguided priorities and/or mismanagement of funds.

Sincerely,

Jackie Piceu
--
Jackie Piceu

248.766.0715
jpiceu6@gmail.com

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Fwd: Oak Cape Seal

3 messages

Brad Host <bhost@bhamgov.org> Mon, Feb 16, 2026 at 3:30 PM
To: Jana Ecker <Jecker@bhamgov.org>, Alex Bingham <abingham@bhamgov.org>
Cc: Andrew Stein <stein.andrew3@gmail.com>

Dear Ladies,
Please see all Commissioners get a copy of Andrew's letter and it is included in our 2/23 Agenda.
Thanks in advance,
Brad
Sent from my iPhone

Begin forwarded message:

From: Andrew Stein <stein.andrew3@gmail.com>
Date: February 16, 2026 at 2:48:42 PM EST
To: bhost@bhamgov.org
Subject: Oak Cape Seal

Dear Commissioner Brad,

I am writing to express my opposition to the proposed cap seal program for Oak Avenue, particularly the financial burden being placed on its residents.

First, it is concerning that Oak Avenue residents are being asked to cover 85% of the project cost, while residents on Wimbledon were responsible for only 50% of a similar project. This discrepancy raises serious questions about fairness and equitable treatment. Oak Avenue also carries significantly heavier traffic than Wimbledon, serving as a primary route for many non-resident drivers. Given the greater public use of Oak, its residents should not be required to bear any cost share without clear and compelling justification.

As noted above, Oak Avenue is a heavily traveled main road that serves far more than just its residents. It is used daily by a substantial volume of traffic, including families commuting to nearby schools such as Holy Name and Quarton Elementary. Because of this level of public use, and the fact that Oak functions as a major thoroughfare, we do not believe Oak Avenue residents should be responsible for any portion of this cost. The City should assume full financial responsibility for this improvement.

Finally, I would like to highlight the impact Oak Avenue's status as a main road has already had on property values. From 2023 to 2025, we attempted to sell our family home even dropping it below market value but were unable to do so. Multiple prospective buyers expressed concerns specifically because Oak is a busy main road. Homeowners on Oak already face challenges due to traffic volume and reduced market appeal, and a special assessment would only add to that burden.

For these reasons, we respectfully urge you to reconsider the cost allocation for this project and pursue a solution in which the City covers the full cost of the work on Oak Avenue.

Thank you for your time and consideration.

Sincerely,
Andrew and Samantha Stein
556 Oak Ave
Birmingham, MI 48009
248-722-3499

Jana Ecker <Jecker@bhamgov.org> Tue, Feb 17, 2026 at 9:01 AM
To: Andrew Stein <stein.andrew3@gmail.com>
Cc: Alex Bingham <abingham@bhamgov.org>, Brad Host <bhost@bhamgov.org>

Mr. Stein,

Thank you for your email to Commissioner Host. Any emails sent to specific commissioners are not included in the City Commission agenda packet. If you wish to send it to the City Commission for inclusion in the agenda packet, please send it to all City Commissioners and/or the City Clerk's Office. For this email, we can include it in the agenda packet if you provide your request for the City to do so in response to this email (the City Clerk is copied).

Thank you!

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

[Quoted text hidden]

Andrew Stein <stein.andrew3@gmail.com> Thu, Feb 19, 2026 at 7:53 AM
To: Jana Ecker <Jecker@bhamgov.org>
Cc: Alex Bingham <abingham@bhamgov.org>, Brad Host <bhost@bhamgov.org>

Yes please include it!

Thank you
-Andrew
[Quoted text hidden]

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Fwd: City's Proposed Cape Seal Project on OAK AVE.

Clinton Baller <cmballer@avidpays.com> Wed, Feb 18, 2026 at 10:01 AM
To: Jana Ecker <Jecker@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Alex Bingham <abingham@bhamgov.org>

---------- Forwarded message ---------
From: **michelle areeda** <michelleareeda@gmail.com>
Date: Wed, Feb 18, 2026 at 9:33 AM
Subject: City's Proposed Cape Seal Project on OAK AVE.
To: Brad Host <bhost@bhamgov.org>, <cballer@bhamgov.org>, <along@bhamgov.org>, <ahaig@bhamgov.org>, <bkolb@bhamgov.org>, <kkozlowski@bhamgov.og>, <tlong@bhamgov.org>

My name is Michelle Areeda. I reside at 450 Oak Ave. Unit 201. I am writing this email on behalf of myself, Eva Von Voss, Unit 302 and Noah Miller, Unit 303. We will attend the meeting on February 23rd but do not expect that there will be time to discuss our concerns in full as so many other will wish to speak. As such we would like this letter in the record and addressed by the Council accordingly.

We counted numerous new home built on Oak, Lakeside and Pilgrim since 2020. The square footage of those homes range from 4,500 square feet to over 8,000- 9,000 square feet. The materials necessary to build those home are transported along Oak Ave on a daily basis during the height of the building season. The construction occurs after the equipment necessary for demolition and removal of concrete, and structural materials has been moved in and out. The work is done by vehicles owned by companies who are presumably required to comply with Birmingham's weight and axle maximums but seemingly without enforcement by the City. As a result Oak Ave. has been destroyed and made dangerous.

In its letter to residents, the City references a "traditional" 85-15 split for cost of cape sealing projects. However that split is not appropriate for Oak Ave. as the other city streets have not been treated as construction site thoroughfares and do not endure the constant use by overweight vehicles. With the city taking retainers from home owners or builders and accepting funding from the State for city streets it is illogical that the City now asks the residents to contribute to the work that needs to be done.

The City should take action to repair Oak and place the proper surface at its own expense. Also, going forward "no truck" signs should be posted on Oak Ave. at Woodward and Cranbrook as they are on Lincoln, Southfield at Maple, and Eaton at Lincoln. Also weight limits for all vehicles should be posted as like the one on Cranbrook at Maple and enforced.
Finally, the City should require trucks to enter from Maple Road or Big Beaver onto the streets upon which they are performing their work and have them exit the same way.

The goal is to keep Oak in good repair open to emergency vehicles and safe for pedestrians and drivers.

--
Michelle E. Areeda
Birmingham, MI
(248) 321-6165
Reply to: michelleareeda@gmail.com

_____
This electronic message contains information from Michelle E. Areeda, which may be private and or privileged. The information is intended to be for the use of the addressee only. If you are not the addressee, note that any disclosure, copy, distribution or use of the contents of this message is prohibited.

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Poppleton Playground Project laying waste to mature trees

1 message

Kathleen Devereaux <kcdevereaux@yahoo.com> Wed, Mar 4, 2026 at 11:54 AM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>
Cc: Alex Bingham <abingham@bhamgov.org>

To the City Commssion

I was under the impression that the Poppleton Park playground project would have minimal impact on existing trees in the park.
That is until I drove by the park this morning and saw the scene pictured below:

The Memo from DPS and Parks Recreation manager to the Parks and Rec Board, page 11, (Parks and Rec meeting packet October 28, 2026,) stated as follows on page 2:

“It is important to note, many comments received on Engage Birmingham were regarding shade and keeping existing trees. The concept plan has always included keeping the existing trees. It is the City’s intent to keep all existing trees unless upon pre-project evaluation their condition or proximity to the project determines otherwise. If removal of tree(s) is necessary, at least two trees will be planted for every removal.”

The Poppleton Park playground improvements were taken up at the Commission meeting November 17, 2025 and approved. Page 239 of the November 17 2025 meeting packet shows the layout of project with existing trees.

There was only one comment touching on trees.

At approx. 1: 21: 18 of the recording, Commissioner Kozlowski noted that residents were concerned about the height of the slide tower but had been reassured that it will not be as visible given height of existing and proposed trees.

In response to this the consultant said, “That is our belief, correct.”

Results of a UC Davis study were just announced: Trees, not grass, associated with lower heart disease risk in cities. https://health.ucdavis.edu/news/headlines/trees--not-grass-and-other-greenery--associated-with-lower-heart-disease-risk-in-cities/2026/01

There is a certain “duh” factor associated with such studies, until you realize how slow on the uptake municipalities seem in this regard.

Had the public been aware of the extent of mature tree removal that would ensue--despite the above statements of good intentions that on closer examination contain ample wiggle room--they would have demanded more input during the "pre-project evaluation."

Now seems the time for the Commission to establish a citizens committee to monitor tree preservation in the City.

Sincerely,

Kathleen Devereaux

Poppleton Resident

20260304_081132.jpg
4372K

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Follow-Up on Prior Complaint – Residential Street Conditions and Maintenance Approach

4 messages

Joe Dindo <jdindo@icloud.com> Fri, Feb 20, 2026 at 12:10 PM
To: jecker@bhamgov.org
Cc: city-commission@bhamgov.org

Download full resolution images
Available until Mar 22, 2026

Dear City Manager Ecker,

I am writing to follow up on the complaint I submitted earlier this week through the city's citizen portal regarding the condition of multiple residential streets in my area. In that submission, I documented widespread deterioration including large potholes, crumbling pavement, and failed prior repairs, across several streets, not just my own. I also noted that while I fully recognize the city must allocate funding across many priorities such as schools, infrastructure, equipment, and municipal services, that reality does not change the expectation that residential streets be maintained to a functional and durable standard. I am copying the City Commission so this concern is visible both at the administrative level responsible for roadway maintenance and at the policy oversight level.

After my submission, a crew was sent to patch a short section of my street. I do appreciate that action was taken. However, the repair appears temporary and limited in scope, while many surrounding streets with similar or worse conditions remain untouched. This creates the impression of a reactive response to an individual complaint rather than a proactive, systematic approach to maintaining residential roads across the neighborhood.

My concern is not about one block or one patch. It is about whether the city has a comprehensive and forward-looking plan to evaluate, prioritize, and permanently repair residential streets so they do not continue to deteriorate until residents report them individually. The conditions across multiple streets suggest broader infrastructure decline that cannot be resolved through isolated spot fixes.

As I stated in my original submission, I do not dispute that the city must balance competing priorities and expenditures. What I question is why residential streets in this condition are not producing the same level of results as other areas of municipal responsibility. Residents should not experience repeated vehicle damage or unsafe roadway conditions while waiting for durable solutions.

To better understand how these streets are being evaluated and prioritized, I would appreciate a straightforward summary of this neighborhood's current placement within the city's repair schedule and when residents can expect permanent roadway repairs rather than temporary patching.

Thank you for your attention. I look forward to your response.

Sincerely,

Joe Dindo

1044 Lakeside Dr

Mark Clemence <clemencem@bhamgov.org> Fri, Feb 20, 2026 at 5:02 PM
To: City Commission <city-commission@bhamgov.org>, DepartmentHeads <departmentheads@bhamgov.org>

To all,
Please see the Engineering Department's response to an email received from a resident on Lakeside.

Mark H. Clemence
Assistant City Manager

City of Birmingham
Office: 248-530-1809
clemencem@bhamgov.org

---------- Forwarded message ---------
From: **Melissa Coatta** <mcoatta@bhamgov.org>
Date: Fri, Feb 20, 2026 at 4:39 PM
Subject: Re: Follow-Up on Prior Complaint – Residential Street Conditions and Maintenance Approach
To: jdindo@icloud.com <jdindo@icloud.com>
Cc: Jana Ecker <Jecker@bhamgov.org>, Melissa Fairbairn <mfairbairn@bhamgov.org>, Charles Markus <cmarkus@bhamgov.org>, Scott Zielinski <szielinski@bhamgov.org>, Mark Clemence <clemencem@bhamgov.org>

Joe,

The City Manager's office forwarded your email to the Engineering Department. Lakeside is an unimproved road, which is a gravel road with a cape seal treatment on top. Drainage cannot be guaranteed on cape seal roads. Additional information regarding unimproved roads is available on the City's website: https://www.bhamgov.org/about_birmingham/city_departments/engineering_department/unimproved_streets.php

Lakeside from Mill Race to Oak Street is in the City's 2026 Annual Cape Seal Program. The area of Lakeside north of Oak Street is currently not included in the City's 5-year capital improvement program, but we review our annual cape seal program with Department of Public Services. Due to the cape seal material, the way we must address potholes is to either cold or hot patch the hole. Please note that this winter has been particularly harsh due to deep freezing. Unfortunately, spring is the worst time of the year for potholes due to the freeze/thaw cycle. Therefore, DPS will continue to patch holes to the best of their abilities. Pot hole patching occurs on a continuous basis on the City's 86 miles of roads and, as complaints are given to DPS.

If you are interested, staff from the Engineering /Department of Public Services/City Manager's office can be available to meet with you in person to discuss this further.

Thank you,
Melissa A. Coatta, P.E.
City Engineer
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Office (248) 530-1839

Subscribe to receive construction project updates and alerts at bhamgov.org/enews.
[Quoted text hidden]

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You received this message because you are subscribed to the Google Groups "DepartmentHeads" group.
To unsubscribe from this group and stop receiving emails from it, send an email to departmentheads+unsubscribe@bhamgov.org.
To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/departmentheads/CAGZsMV3xyJJ_uetKs65rrsbPWWDy0f2Yn0Y2aZsGfWfK%2BSTokg%40mail.gmail.com.

'Joe Dindo' via City Commission <city-commission@bhamgov.org> Mon, Mar 2, 2026 at 5:40 PM
Reply-To: Joe Dindo <jdindo@icloud.com>
To: city-commission@bhamgov.org
Cc: Jana Ecker <Jecker@bhamgov.org>, Melissa Fairbairn <mfairbairn@bhamgov.org>, Charles Markus <cmarkus@bhamgov.org>, Scott Zielinski <szielinski@bhamgov.org>, Mark Clemence <clemencem@bhamgov.org>, Melissa

Coatta <mcoatta@bhamgov.org>

Thank you for your detailed explanation and for outlining the City's framework for unimproved streets. I appreciate the clarity regarding how these roads are maintained and scheduled.

Having reviewed the information, I understand how the current system operates. My remaining concern is not about engineering methodology or maintenance practices, but about the policy structure itself.

For that reason, I am including the City Commission on this reply. Requiring homeowners who pay full city property taxes to fund 85% of permanent roadway improvements in order to receive infrastructure comparable to other neighborhoods strikes me as an inequitable model. The fact that this framework has existed since 1948 does not necessarily make it aligned with present-day expectations.

I am not seeking further technical clarification. I simply want my position clearly on record that this funding structure warrants reconsideration at the policy level.

Thank you again for your time.

Sincerely,

Joe Dindo

On Feb 20, 2026, at 4:38 PM, Melissa Coatta <mcoatta@bhamgov.org> wrote:

Joe,

The City Manager's office forwarded your email to the Engineering Department. Lakeside is an unimproved road, which is a gravel road with a cape seal treatment on top. Drainage cannot be guaranteed on cape seal roads. Additional information regarding unimproved roads is available on the City's website: https://www.bhamgov.org/about_birmingham/city_departments/engineering_department/unimproved_streets.php

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If you are interested, staff from the Engineering /Department of Public Services/City Manager's office can be available to meet with you in person to discuss this further.

Thank you,
Melissa A. Coatta, P.E.
City Engineer
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Office (248) 530-1839

Subscribe to receive construction project updates and alerts at bhamgov.org/enews.

---------- Forwarded message ---------
From: **Joe Dindo** <jdindo@icloud.com>
Date: Fri, Feb 20, 2026 at 12:11 PM
Subject: Follow-Up on Prior Complaint – Residential Street Conditions and Maintenance Approach
To: <jecker@bhamgov.org>
Cc: <city-commission@bhamgov.org>

[Quoted text hidden]

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You received this message because you are subscribed to the Google Groups "City Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/0518C9E7-28FF-40C2-98FC-975ED694869F%40icloud.com.

Jana Ecker <Jecker@bhamgov.org> Tue, Mar 3, 2026 at 5:22 PM
To: Alex Bingham <abingham@bhamgov.org>

For CC agenda packet...

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811
[Quoted text hidden]

BIRMINGHAM

NOTICE OF INTENTION TO APPOINT TO THE HOUSING BOARD OF APPEALS

At the meeting of Monday, May 4, 2026, the Birmingham City Commission intends to appoint the following positions to the Housing Board of Appeals:

- Three regular members to serve three-year terms to expire May 4, 2029
- One regular member to serve the remainder of a three-year term to expire May 4, 2028

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, April 29, 2026. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Duties

The Housing Board of Appeals was established in order to provide an appeal process from regulations derived from the housing and maintenance requirements found in Chapter 22 of the City Code. The purpose of the housing and maintenance regulations is to protect, preserve and promote the physical and social wellbeing of the people, to regulate privately and publicly owned dwellings for the purpose of maintaining adequate sanitation and public health.

Criteria/Qualifications	**Date Applications Due (by noon)**	**Date of Interview**
Members shall be educated or experienced in building, construction administration, social services, real estate or other responsible positions.	4/29/2026	5/4/2026

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

MAR 02 2026
11:36 AM
RECEIVED
CLERK'S OFFICE

CHARTER TOWNSHIP OF BLOOMFIELD

NOTICE OF PUBLIC HEARING
PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Planning Commission of the Charter Township of Bloomfield, Oakland County, Michigan on **MONDAY, MARCH 16, 2026, at 6:30 P.M.**, at the Bloomfield Township Hall, 4200 Telegraph Road to consider a site plan and special land use request for pickleball courts at 1750 Saxon Dr. If you would like to submit a public comment please do so by email at PC-publiccomment@bloomfieldtwpmi.gov or by mail to the Bloomfield Township's Planning, Building and Ordinance Department, 4200 Telegraph Road, Bloomfield, MI. 48302. Telephone: (248) 433-7795 or Fax: (248) 433-7729. **(Birmingham Country Club, 1750 Saxon Dr., 19-35-376-001)**

The Township Board of Trustees will consider the site plan and special land use proposal upon receiving a recommendation from the Planning Commission.

Andrea Bibby, Director
Planning, Building, and Ordinance

To view the meeting live, go to Comcast Channel 15 or AT&T Channel 99 or via the internet: Bloomfield Twp., MI – Public Meetings

To view the Planning Commission packet posted on Documents on Demand by the end of business **Thursday, March 12th, 2026** you can use the QR code to the right.

SCAN ME

NOTE: The Charter Township of Bloomfield will provide necessary, reasonable auxiliary aids and services at all meetings to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Bloomfield Township Planning Division by writing or calling the following: Planning Division, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729.

Dated: February 24, 2026