Agenda
City Commission Regular Meeting
Monday, April 27, 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 Clerk's Office is issuing a final call for participants to register for the Celebrate Birmingham Hometown Parade and Party. Registration closes May 1, 2026. The event will be held on May 17, 2026, from 1 to 4 p.m., rain or shine. For more information, contact the City Clerk's Office at (248) 530-1880.

APPOINTMENTS

A. Appointment of City Commissioner and Mayor Pro Tem:

1. Acceptance of nominations for City Commissioner from City Commissioners.
2. Appointment of City Commissioner.
3. Acceptance of nominations for Mayor Pro Tem from City Commissioners.
4. Election of Mayor Pro Tem.
5. Oath of Office to City Commissioner and Mayor Pro Tem.
6. Appointment of Mayor Pro Tem _____, to the Retirement Board.
7. Appointment of _____, to the Ad Hoc Senior/Recreation Center Committee.

B. Planning Board

1. David Larson

To appoint _____ as a regular member to the Planning Board to serve the remainder of a three-year term to expire March 28, 2029.

C. Design Review Board

1. Rob Hoffman

To appoint _____ as an alternate member to the Design Review Board to serve the remainder of a three-year term to expire September 25, 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 City Commission Workshop meeting minutes from April 13, 2026.

B. Resolution to approve the regular City Commission meeting minutes of April 13, 2026.

C. Resolution to approve the warrant list, including Automated Clearing House payments, April 15, 2026, in the amount of $738,297.16.

D. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 22, 2026, in the amount of $1,143,670.87.

E. Resolution to approve a special event permit as requested by the Michigan Men's Health Foundation to hold the Cogs & Kegs event on June 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.

F. Resolution to award contract for Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park.

G. Resolution to approve Contract No. 25-5304, Control Section CRU 63000, Job Number 21496CON, Project 25A0662 between the Michigan Department of Transportation and the City of Birmingham. In addition, authorize the City Engineer to sign the agreement on behalf of the City.

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.

A. April 2026 City Manager's Report

7. UNFINISHED BUSINESS

A. Make a motion adopting a resolution approving the draft community survey questions and authorizing the distribution of the survey to the public.

8. NEW BUSINESS

A. Public Hearing for Confirmation of the Roll - 2025 and 2026 Asphalt Resurfacing Program Confirmation of the Roll for Staircase Special Assessment District Roll 919

WHEREAS, Special Assessment Roll, designated Roll No. 919, 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 04-080-26 provided it would meet this 27th day of April, 2026 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this April 27, 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. 919 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	Decorative Staircase Risers (LFT)	Unit Cost for Assessment	Total Assessment
1925329016	552 BROOKSIDE AVE	8.00	$ 2,500.00	$ 20,000.00

B. Make a motion adopting a resolution to approve the Police Department Renovation/Expansion for the interview room project within City Hall and the garage renovations within the DPS campus in an amount not to exceed $300,000.00.

AND

Make a motion adopting a resolution to approve the final design of the proposed sally port included in Phase 2 of the Police Department upgrade project.

C. Make a motion adopting a resolution to amend the 2025 fee schedule, and to reflect the proposed changes to the Evening Monthly Parking Permit Program; moving the start time from 4 p.m. to 3 p.m. and increasing the discounted rate from a flat $20.00 to 40% off the monthly permit rate at each garage.

D. Make a motion adopting a resolution to award the 2025 and 2026 Asphalt Resurfacing Program Project Contract#2-25(P) and #2-26(P) to Al's Asphalt in the amount of $2,182,392.90 plus a 10% construction contingency for a total of $2,400,632.19. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all the insurance and bond requirements by Al's Asphalt.

E. Commission discussion on items from a prior meeting.

1. Builders' Bond Agreement

2. Resolution regarding Short Term Rentals

F. 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.

G. 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.)

9. REMOVED FROM CONSENT AGENDA

10. COMMUNICATIONS

A. Communications regarding Short Term Rentals

B. Communications regarding the City Commission Vacancy

C. Communications regarding 400 E. Lincoln, YMCA & NEXT

D. Communication regarding trash

11. REPORTS

A. Commissioner Reports

B. Commissioner Comments

C. Advisory Boards, Committees, Commissions' Report

D. Legislation

E. City Staff

1. Flock Safety LPR Camera Staff Report

F. Information Only

12. ADJOURN

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)

Save the Date!

Celebrate BIRMINGHAM

HOMETOWN PARADE

2026

Join us for a day of community pride, fun and celebration!

PARADE

SUNDAY

MAY 17, 2026

1:00 PM

RAIN OR SHINE

PARADE THROUGH DOWNTOWN BIRMINGHAM

FOLLOWED BY A

FAMILY ORIENTED

Party in Shain Park!



ATTENDANCE IS FREE!

Bring your family, bring your friends, let's Celebrate Birmingham!

BIRMINGHAM

NOTICE OF INTENTION TO APPOINT TO THE CITY COMMISSION

At the regular meeting of Monday, April 27, 2026, the Birmingham City Commission intends to appoint a member to fill a vacancy to serve the remainder of a four-year term on the City Commission to expire in November 2027.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, April 8, 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

Conduct of Business
Commission Meetings shall be governed by the rules contained in the most recent edition of Robert's Rules of Order, Newly Revised in all instances in which they are applicable and not inconsistent with the statutes of the United States or the State of Michigan, or with the Charter or adopted of the City of Birmingham or these Rules of Procedure. Commissioners should be recognized by the presiding officer before speaking.

Commissioners' Attendance at Boards and Committees
It is the decision of the Commission that to avoid the appearance of or a possibility of potential influence or duress upon appointees, or to avoid the possibility of violating the OMA, commissioners shall refrain from appearing at various boards and committees in person or with their names addressed upon remote attendance. Exceptions may occur upon presentation and vote of the entire Commission.

Voting
Birmingham's City Charter states that four members of the City Commission shall constitute a quorum; that the Commission shall act only by ordinance or resolution, that is, an official action in the form of a motion; and that a minimum of four votes shall be required to adopt any such motion.

A Commission member may abstain from voting on a motion if he or she: 1) has a conflict of interest; or 2) lacks sufficient information about the issue to be decided. Any Commissioner who abstains from voting on a motion shall state, for the record, at the outset of the discussion both his or her intention to abstain and reason for doing so. Should the need to abstain become clear during discussion, the member shall state his or her intention at that time. The Commissioner shall then be prohibited from participating in any further discussion or debate on the issue.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications Applicants must be residents of the City of Birmingham for at least one year and be a registered elector.
Richard Wetherhold	10-year resident and registered elector who works as a strategy manager.
Ilir Doresi	30-year resident and registered elector who works as a sales manager.
Gordon Thompson	3-year resident and registered elector who works as a teacher.
Brian Gordon	5-year resident and registered elector who works in real estate.
Debra Horner	34-year resident and registered elector who works as a research program manager and lecturer.
Mary E. Jaye	33-year resident and registered elector who is a retired automotive executive.
Richard Yardley	Did not meet qualifications.
Doug White	21-year resident and registered elector who works in the automotive industry.

SUGGESTED COMMISSION ACTION:

To appoint _____ to the City Commission to serve the remainder of a four-year term to expire November 2027.

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

MEMORANDUM

DATE: **April 21, 2026**

TO: Jana L. Ecker, City Manager & City Commission

FROM: Mary M. Kucharek, City Attorney

SUBJECT: Vacant Position on City Commission

A memorandum was provided to the City Manager and City Commission on April 16, 2026, as to how to handle the vacant position on the Birmingham City Commission. I would like to clarify a few points and further clarify the process to fill this vacant commission seat.

The process to fulfill the vacant seat on the Birmingham City Commission is as follows:

- At the April 27, 2026 regular Birmingham City Commission, the City Commission shall make nominations from the original seven applicants and vote for a candidate by a majority of the remaining six members of the City Commission. All seven were notified of the agenda item.

- If the appointment is not made at the April 27, 2026 regular Birmingham City Commission meeting, then on May 4, 2026, another opportunity shall occur for appointment, satisfying Birmingham City Charter at Chapter III Sec 27: "A vacancy in any elective office **shall** within thirty days after such vacancy occurs be filled by appointment by a majority of the members of the commission, or of the remaining members of the commission when the vacancy is in the commission…" (Emphasis added)

  (**Shall** in legislative language denotes a mandate.)

- Chapter III, Sec. 33 of the City Charter dictates that if for any reason an appointment shall not be made by the Commission within the time provided in this chapter, it may be made at any subsequent regular or special meeting. If there is not an appointment at the May 4, 2026 meeting, the Manager and City Attorney will provide suggestions for a set of rules moving forward regarding this particular Charter provision for this vacant seat. The City Commission should adopt the set of rules by a simple majority vote of the remaining six Commissioners.

- Further interviews of the candidates will be at the City Commission's discretion.

- If the City Commission remains deadlocked, the seat will stay vacant until the next regular municipal election as the Charter is silent as to any other process.

- The City Charter alone dictates how these appointments occur and a special election is not possible because the Charter does not provide for that action or remedy.

- A regular municipal election is defined by Charter:

Birmingham City Charter, Chapter IV. - Registrations Nominations and Elections, Section 7. – [Regular City Elections.]

Regular municipal elections shall be held for the City of Birmingham on the first Tuesday succeeding the first Monday in November of each odd-numbered year for the election of officers of the city in accordance with the provisions of this Charter.

- This definition mirrors the State law definition.

MCL 168.642 Regular election or regular primary election held by city or village.
Sec. 642.
(1) Except as otherwise provided in this section and section 642a, beginning on September 1, 2004, a city shall hold its regular election or regular primary election as follows:
(a) A city shall hold its regular election for a city office at the odd year general election.
(b) A city shall hold its regular election primary at the odd year primary election.

- Therefore, the next regular municipal election is November 2, 2027.

- The term "general election" as stated in the City Commission's Rules of Procedure, is the same as "regular" election as stated in State law and Charter.

I hope this memo clarifies any questions that you or others have posed. Again, we will echo that it would behoove the City Commission to find a way to make a determination and appoint a City Commissioner so the business of the City can be achieved in an efficient and appropriate manner.

BIRMINGHAM
A WALKABLE CITY

OFFICE USE ONLY
Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR VACANT CITY COMMISSION SEAT

Thank you for your interest in serving on the City Commission. This application is to fill the vacant Commission seat until the November 2, 2027 general municipal election.

The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is available to the public. City Commissioners are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Applications must be submitted to the City Clerk's Office at or before noon on the Wednesday, April 8, 2026. The appointment will be made at the Monday, April 13, 2026 regular meeting of the City Commission.
(Please print clearly)

Name Richard Wetherhold

Phone (313)720-9528

Residential Address 2083 Sheffield Rd.

Email rwetherh@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 10+ years

Business Address

Occupation Strategy Manager

Business City, Zip

List your related employment experience

Current Strategy Manager at Ford Motor Company. 14+ years professional work experience. Serving roles in Strategy and Planning, Operations, Marketing, and Quality.

List your related community activities

- Family man (father of 3)
- Local parish member
- Participant in local fundraising events in support of children's school
- Volunteer soccer coach
- Local musician (perform locally)

List your related educational experience

Education focused both in business & technical leadership. Masters of Business Administration (UM-Ann Arbor) and Masters in Product Development (Detroit Mercy). Bachelor's in Engineering (UM-Ann Arbor), Bachelor's in Economics (UM-Ann Arbor), and Bachelor's in Music (UM-Ann Arbor).

What skills, experiences, or perspectives do you bring to the role that would benefit the City and its residents?

Rich background in Strategy, Operations, Planning, Project Management, Scoping, and Marketing. An experienced servant leader with experiences in forming, managing, and leading cross-functional teams. Incredibly resourceful, exceptional problem solver, a true listener, not afraid to think outside the box. Someone who consistently delivers on objectives.

What is your vision for the City's future, and how does it align with the Commission's strategic goals?

- "Engaged and Connected Community" – Better connect the city (E and W) to increase community bonds and engagement.
- "Environmental Sustainability" – Birmingham is beautiful and historic. I believe this creates an interesting opportunity to modernize sustainably while at the same time working to preserve its historic and natural charm.
- "Efficient and Effective Services" – I am an advocate in the value of new technology to improve transportation, flow of information, and safety. I believe we should explore how we can leverage technology in new ways to reduce cost and enhance the experiences for our residents.

What do you see as the biggest challenges facing the City, and how would you address them as a Commissioner?

- Aging sewer infrastructure – Increase transparency of present challenges and efforts to address. Prioritize sewer system upgrades for the purposes of modernization and increased development and usage.
- Budget forecasting (schools et al)- Increased rigor in forecasting to ensure most efficient and effective allocation of resources, while maintaining leadership amongst our neighboring communities.

What opportunities do you think the City should prioritize in the next 1-5 years?

- Taking on a "growth mindset" to increase community engagement across all age groups – connecting all areas of Birmingham.
- Exploring collaboration opportunities with neighboring communities.
- Enhancing services through the leveraging of new technologies.

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 City Commission? No

Per the City Charter: "No person shall be eligible to the office of commissioner who shall not be an elector in the city and who has not been a resident of the city for at least one (1) year immediately prior to his election."
Are you an elector (registered voter) in the City of Birmingham and have you been a resident for at least 1 year prior to your application? Yes

Richard Wetherall
Signature of Applicant

3-22-2026
Date

RECEIVED
APR 01 2026
8:50 AM
CLERK'S OFFICE

BIRMINGHAM
A WALKABLE CITY

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

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(Please print clearly)

Name Ilir Doresi
Phone 248-835-7400
Residential Address 1312 Haynes ST
Email idoresi@yahoo.com
Residential City, Zip Birmingham, 48009
Length of Residence 30 yr
Business Address 38700 Grand River AVE
Occupation Sales manager
Business City, Zip Farmington Hills, 48335

List your related employment experience
Managing, Booking, Account and Budgeting

List your related community activities
charity Youths/Seniors

List your related educational experience
managment traing/meetings

What skills, experiences, or perspectives do you bring to the role that would benefit the City and its residents?
I Know How to Budget
I've Been with the Birmingham community for a long time
I can Bring back people to the city, I Feel its changed too much

What is your vision for the City's future, and how does it align with the Commission's strategic goals?
I would like to keep it a safe and family oriented city
get more shops in Downtown we Have too many
closing and need to get people Back in

What do you see as the biggest challenges facing the City, and how would you address them as a Commissioner?

we need to start watching the Budget closer, too much spending in unnecessary places, we need to Hire right people for the projects and not over paying for their services

What opportunities do you think the City should prioritize in the next 1-5 years?

Find a way to uncap yr Home taxes, Bring a more Youthful Homeowners to the city that are willing to pay

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 City Commission? NO

Per the City Charter: "No person shall be eligible to the office of commissioner who shall not be an elector in the city and who has not been a resident of the city for at least one (1) year immediately prior to his election."
Are you an elector (registered voter) in the City of Birmingham and have you been a resident for at least 1 year prior to your application? Yes

[signature] 3-30-26

Signature of Applicant Date

CLERK'S OFFICE

RECEIVED

APR 07 2026
4:00 PM

A WALKABLE CITY

OFFICE USE ONLY
Meets Requirements? Yes No

Will Attend / Unable to Attend

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(Please print clearly)

Name Gordon Thompson

Phone (810) 571-1776

Residential Address 171 N Worth St

Email gthompso43@yahoo.com

Residential City, Zip Birmingham

Length of Residence 3 years

Business Address P.O. Box 801

Occupation teacher

Business City, Zip Bloomfield Hills, MI. 48303-0801

List your related employment experience

teacher, dorm advisor, Wilderness leader, literary magazine advisor, class advisor at Cranbrook School from 2003 to present

List your related community activities

I am a denizen of the farmers' market, library, local businesses, parks. I sing with the Detroit Concert Choir, which rehearses and performs throughout the metro area, including in Birmingham. I have volunteered extensively with Kiva.org, a microfinance organization, and am looking for more local volunteer opportunities.

List your related educational experience

MFA: University of Florida, 2000
BA: Swarthmore College, 1995

What skills, experiences, or perspectives do you bring to the role that would benefit the City and its residents?

Having worked, studied, and traveled in some 50 countries and 45 states, I bring a rich and varied perspective on what a city can and should be, a "fresh face" who loves Birmingham and understands its place in the wider world.

What is your vision for the City's future, and how does it align with the Commission's strategic goals?

Balance business development with preservation of green space and livability initiatives (movie nights, shopping events, e.g.). Maintain a balanced budget while supporting needed investments in infrastructure and other issues. Support sustainability in both the financial and environmental sense.

What do you see as the biggest challenges facing the City, and how would you address them as a Commissioner?

Rising cost of living. Population loss and demographic shifts. Representation that reflects the population. I would explore new ways of engaging residents such as more interactive newsletters and website, surveys about pending issues.

What opportunities do you think the City should prioritize in the next 1-5 years?

Maintaining affordability for a range of residents and businesses. Promoting status as "a walkable city" and the crown jewel of Oakland County. Increasing accessibility in physical access to city amenities as well as more robust and varied communication.

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 City Commission? No.

Per the City Charter: "No person shall be eligible to the office of commissioner who shall not be an elector in the city and who has not been a resident of the city for at least one (1) year immediately prior to his election."
Are you an elector (registered voter) in the City of Birmingham and have you been a resident for at least 1 year prior to your application? Yes.

Signature of Applicant

March 21, 2026
Date

CLERK'S OFFICE

RECEIVED

APR 07 2026
4:19 PM

OFFICE USE ONLY
Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR VACANT CITY COMMISSION SEAT

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(Please print clearly)

Name BRIAN GORDON

Phone 248.229.1300

Residential Address 645 W BROWN ST

Email EMAILBG@AOL.COM

Residential City, Zip BIRMINGHAM

Length of Residence 5 YEARS

Business Address

Occupation REAL ESTATE

Business City, Zip

List your related employment experience
45 Years commercial real estate investor/broker/developer.
Numerous interactions with various municipalities in SE Michigan re zoning, development, site plan, ZBA, etc.
Also extensive business and retail manangment

List your related community activities
10 years council Trustee Franklin Village, including election to President Pro Tem.
Served on FBFD Fire Commision, legal committee, finance committee.
Drafted ballot language for the successful implementation of first ever sidewalk and streetscape program

List your related educational experience
BS MSU 1979, with Honors, Geography
Course work in appraisal

What skills, experiences, or perspectives do you bring to the role that would benefit the City and its residents?
Experianced fiscally conservative manager. Not political by nature, but by necessity, to serve the community
Experiance in municipal budget process, legislative process, Roberts rules of Order, purchasing process, etc
Ability to hit the ground running on all matters before the Council.

What is your vision for the City's future, and how does it align with the Commission's strategic goals?
Maintaining and improving Birmingham's high quality city services while conserving tax payers' dollars when and where appropriate and possible.
Improving and expanding, walkability, neighborhood connectivity and recreational and cultural opportunity

What do you see as the biggest challenges facing the City, and how would you address them as a Commissioner?

As always, the biggest challange is budget, taxes, and expenses.

I have many years of direct experiance to bring to the deliberations on these matters

Intelligent expansion of housing stock, in compliance with existing Zonng and Master Plan

What opportunities do you think the City should prioritize in the next 1-5 years?

The matters listed above are Council's priorities as well as Continued improvement of public space, parks and trails.

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 City Commission? No

Per the City Charter: "No person shall be eligible to the office of commissioner who shall not be an elector in the city and who has not been a resident of the city for at least one (1) year immediately prior to his election."
Are you an elector (registered voter) in the City of Birmingham and have you been a resident for at least 1 year prior to your application? Yes

Signature of Applicant

March 31, 2026

Date

Village of Franklin 1825

32325 Franklin Road, Franklin, Michigan 48025

FAX: (248) 626-0538 (248) 626-9666

www.franklin.mi.us

PROCLAMATION

Village Council President Pro-Tem Brian Gordon
In Appreciation of his Public Service to the Village of Franklin

WHEREAS Brian Gordon has served as Village Trustee from July 2012 until January 2022; and,

WHEREAS Brian Gordon has served as a Village Council President Pro-Tem from November 2020 until January 2022; and,

WHEREAS Brian Gordon was an active participant as a Village Trustee, exuding his building experience, asking purposeful questions to provoke well-rounded discussions, committed to representing the Village residents fairly; and,

WHEREAS Brian Gordon was an active proponent of the Village Streetscape Project and an author of the Ballot Language Initiative; and,

WHEREAS Brian Gordon was also an active proponent of the Village Downtown Lighting Initiative and,

WHEREAS Brian Gordon was a member of the Final Design Committee for the Village Streetscape Project and was instrumental in the process of acquiring the desired aesthetic of the Village residents; and,

WHEREAS Brian Gordon has served as the Village Council Appointed Liaison for the Legal Committee; and,

WHEREAS Brian Gordon has served as the Village Council Appointed Liaison to the Franklin – Bingham Farms Fire Department and was instrumental in the purchase of two (2) Fire Apparatus; and,

WHEREAS Brian Gordon along with his wife, Julie Gordon have resided in the Village for thirty-one (31) years; and,

NOW THEREFORE BE IT RESOLVED, on this 14th day of February 2022, that the Franklin Village Council hereby publicly recognizes, commends, and thanks Village Council President Pro-Tem Brian Gordon for his service to the Village.

BE IT FURTHER RESOLVED that a copy of this resolution and expression of civic appreciation be presented to Brain Gordon on behalf of the undersigned.

William Lamott, President

Kathrine Enich

Mark Hanke

Edward Saenz

Michael Seltzer

Pamela Hansen

David Goldberg

Brian S Gordon
BERT GORDON REALTY COMPANY
GORDON REALTY CORPORATION

Bert Gordon Realty Company (MI License # 6505003169) and Gordon Realty Corporation are Michigan Corporations founded by Bert Gordon (1924-1996) in 1950. Bert Gordon was a licensed real estate broker in the State of Michigan since 1950 and was appointed to the State Board of Real Estate Brokers and Salespersons in 1987 where he served continuously until 1994. Brian Gordon, President and owner, has been with Gordon Realty Corporation since 1983.

In 2012 Brian Gordon was appointed, in 2016 elected and in 2020 reelected Trustee of the Village Council, Franklin Michigan, where he served until relocating to Birmingham in 2022; on the Council Legal and Finance Committees, and Commissioner of the Franklin Bingham Fire Department throughout his Council tenure, and elected to President Pro Tem after the 2020 election.

Brian Gordon has been a licensed real estate salesperson in the state of Michigan since 1977 and was licensed as a broker in 1982 (MI License #6502121855). He has also been licensed in the states of Illinois and New York. Prior to joining Gordon Realty, Brian Gordon was a Vice President with Michigan National Bank (now Bank of America) where he specialized in real estate construction and development financing. He holds an honors degree from Michigan State University with a major in Geography, concentrating his course work on Real Estate and related subjects. In addition he has successfully completed course work offered by the Society of Real Estate Appraisers and Continuing Education as required by the State of Michigan.

In 1987 Brian Gordon formed Gordon Management, Inc., a company specializing in the management of commercial buildings, related businesses and real estate syndication.

Brian Gordon has acted as Managing Member/Partner in numerous commercial real estate deals, purchasing, managing, and selling performing properties profitably. This work has included site analysis, conceptualization, promotion, evaluation, lease negotiation and working on financing arrangements. In the course of this type work, he has had extensive dealings with attorneys, accountants, architects, bankers, engineers and store designers as well as local and chain tenants and developers, both on a local and national level.

Brian Gordon has engaged in all facets of the commercial real estate brokerage business handling purchases and sales of all types of income property as well as the assemblage of vacant parcels for developers. Additionally, he has extensive experience leasing commercial spaces in shopping centers of all types and descriptions including storefronts strip shopping centers, community sized shopping centers, regional shopping centers, enclosed malls and freestanding buildings. Brian Gordon has dealt with tenants of all types ranging from independents and franchisees to regional and national Big Box users.

Brian S Gordon

Brian Gordon has acted as agent for landlords and tenants, and buyers and sellers of all types of shopping center and commercial properties.

Brian Gordon has acted as exclusive agent for financial institutions and Bankruptcy Court appointed trustees in the successful sale of numerous properties. These properties have consisted of vacant parcels, commercial buildings, medical buildings, multi tenant and mixed-use properties. Some of the properties have been leased and were performing economically while in other instances the properties were vacant and nonperforming.

Brian Gordon and Gordon Realty have dealt extensively in recycling older, unproductive commercial spaces to newer uses and to productivity. Instances where this was done include buildings vacated by Federal Department Stores, Chatham Grocery Stores, Kmart, and many others.

Integral in these efforts was knowledge of all types of lease arrangements, net, gross and percentage as well as land leases and leasebacks.

Further experience includes knowledge of and familiarity with various laws and ordinances, state, local and federal, which has necessitated working with governmental agencies and local units of government on matters from banking and mortgages and land usage to local zoning and land use restrictions.

Naturally, a thorough knowledge of the constantly changing current market conditions is vital to these efforts. Also necessary, of course, is a constant awareness of ever changing demographic information. Brian Gordon has engaged in these efforts extensively in Wayne, Oakland, Macomb, Washtenaw, Livingston and Ingham Counties, all of southern Michigan and selected metropolitan areas of Ohio and Indiana.

Brian Gordon has been admitted as expert witnesses testifying in U.S. Federal Court and arbitration proceedings regarding historical and current real estate values and leasehold values.

Gordon Realty offers its clients a full range of commercial real estate services in an atmosphere of personal service. Gordon Realty staff and sales/broker associates are all highly trained and specialized in the field of commercial real estate. This specialization gives Gordon Realty's clients comfort in the knowledge that their transactions are all handled in a professional manner and typically with very successful results.

CLERK'S OFFICE

RECEIVED

APR 07 2026
4:56 PM

OFFICE USE ONLY
Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR VACANT CITY COMMISSION SEAT

Thank you for your interest in serving on the City Commission. This application is to fill the vacant Commission seat until the November 2, 2027 general municipal election.

The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is available to the public. City Commissioners are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Applications must be submitted to the City Clerk's Office at or before noon on the Wednesday, April 8, 2026. The appointment will be made at the Monday, April 13, 2026 regular meeting of the City Commission.
(Please print clearly)

Name **Debra Horner**

Phone **248-854-4411**

Residential Address **1800 Pine Street**

Email **dhorner@umich.edu**

Residential City, Zip **Birmingham 48009**

Length of Residence **34 years**

Business Address **735 S. State Street, Suite 5312**

Occupation **U-M research program manager and lecturer**

Business City, Zip **Ann Arbor 48109**

List your related employment experience

Center for Local, State, and Urban Policy, Gerald R. Ford School of Public Policy - *Fall 2008- present*

I'm the Senior Program Manager for the Michigan Public Policy Survey (MPPS), overseeing the administration of a statewide census survey of 1,856 Michigan local governments (https://closup.umich.edu/michigan-public-policy-survey)

List your related community activities

Birmingham Environmental Sustainability Committee chair – *Jan 2026-present*

Birmingham Environmental Sustainability Committee and original Ad Hoc Committee vice chair – *March 2023- Jan 2026*

League of Women Voters Oakland Area (LWVOA) Voter Guide and VOTE411 Coordinator - *2004-present*

List your related educational experience

PhD, University of Michigan, Ann Arbor, Michigan, Department of Political Science, August 2007

Master's in Political Science, Florida State University, Tallahassee, Florida, December 1992

Bachelor of Arts in Political Science and History, Duke University, Durham, MC, May 1991

What skills, experiences, or perspectives do you bring to the role that would benefit the City and its residents?

I have spent my career at the University of Michigan conducting research on Michigan local government policymaking, including cities like Birmingham. I have co-written over 100 policy reports (https://closup.umich.edu/michigan-public-policy-survey) on a wide variety of topics that the Birmingham City Commission grapples with, from fiscal health and budgeting, roads, water and sewer, resident engagement, planning and zoning, housing, workforce issues, and more. I've worked closely with Michigan state agencies and with organizations like the Michigan Municipal League to help understand the challenges Michigan municipalities face, the resources they need, and the policy solutions different communities across the state are pursuing.

In addition, in 2023 I was selected as a member of Birmingham's Ad Hoc Environmental Sustainability Committee and now chair the permanent Committee, working with city staff and other residents to develop and promote Green policies that benefit our community and region.

I am a 34-year resident whose family roots in Birmingham are deep. I live next door to the home my husband's grandparents bought when it was built in the 1950s and lived in for the next fifty years. His father and uncle, he himself, and all three of our children went to Seaholm High School. Birmingham is our forever home. I'm committed to helping the City continue to promote and manage growth, our neighborhoods to stay interconnected and to flourish, and to preserve Birmingham as an aspirational community where people want to live, visit, work, start businesses, raise families, and age in place.

What is your vision for the City's future, and how does it align with the Commission's strategic goals?

As might be expected from my choice of committee position, I feel the Commission's goal of **environmental sustainability** and protecting our natural environment is absolutely critical for Birmingham's long-term success. I believe we should push to be among the leading communities in the state in adopting policies that shrink our dependence on fossil fuels, clean our air and water, build resilience against extreme weather and flooding, cultivate flourishing biodiversity and expand the tree canopy in the city's landscapes.

The City must work in partnership with our residents and businesses to make all of this work on sustainability successful, which ties into the larger aim of expanding resident participation in city governance overall, to meet the goal of an **engaged and connected community**. I believe the strengthening of our democracy begins at the local level, and we can work diligently to bring residents to the table before decisions are made, to be welcoming to their perspectives, and to make sure the Commission's choices are informed by the preferences of residents across the entire city. Engage Birmingham is a terrific tool we already have for communicating with a self-selected group of residents, and I've been helping to develop the citywide resident survey that will hopefully reveal some additional insights about the people and groups we don't always hear from. Getting people to pay attention and possibly even show up takes work, but I believe that effort on our part will pay off in greater trust and better policymaking.

I also want to maintain and expand Birmingham's legacy reputation as an excellent community for residents, with a focus on both foundational services such as public safety and infrastructure improvements to quality-of-life amenities like our high-quality parks, walkable Downtown, and community events that bring residents together. The backbone of this is our amazing city workforce. In order to continue to provide **efficient and effective service**, we need to prioritize recruiting and retaining the highest quality personnel and then providing them with a workplace environment that promotes innovation, mission-driven work, competitive pay, and work flexibility where possible.

What do you see as the biggest challenges facing the City, and how would you address them as a Commissioner?

In the short term, I am concerned about an economic downturn in the state and nationwide. I have confidence in the City's financial risk management, but I am interested in learning more about our budget and long-range planning for revenues, expenditures, capital costs, and any liability we carry. In addition, I only know (at best!) what the average resident does about the debates around funding and potential funding for large-scale projects like 400 East Lincoln, The Community House, Derby Bridge replacement, or City Hall/Police Station renovation, but as a Commissioner I want to ensure the city is prepared to weather a potential recession or other economic turbulence.

In the long-term, I'm similarly concerned about funding, but specifically in our need to focus on road, water and sewer, and stormwater maintenance and improvements in a sustainable, data-driven way that reduces the burden of these recurring costs as much as possible. I'd love to see us integrate resilience into city projects (use of public easements to manage stormwater and create naturalized areas, permeable surfaces where feasible, etc.), and also discuss how to make long-term planning and funding decisions that could help reduce lifecycle costs and minimize disruption to residents and businesses.

What opportunities do you think the City should prioritize in the next 1-5 years?

I'm excited about the upcoming Zoning Ordinance update and the effort to bring our zoning into alignment with the Birmingham Plan 2040 Master Plan and to make it clearer and more predictable so that development and investment is encouraged but also in line with community expectations and long-term City goals.

I'd like to see the City and individual departments have a consistent and dedicated approach to seeking out state and federal grant opportunities. It takes a certain amount of capacity, particularly staff time, to find and apply for external funding, but now that large-scale funding like that which came from ARPA or IIJA has been phased out, looking for other funding sources for new or innovative projects could be fruitful.

Finally, we should institute carbon reduction and climate resilience programming and policies into municipal operations. Environmental sustainability in Birmingham starts with leadership and action by City government, and we can enact both small-scale (e.g., anti-idling policy for municipal vehicles) and larger-scale (e.g., transitioning to electric and alternative-fuel equipment, phasing out the use of all chemical pesticides, herbicides and fertilizers on City property and in park maintenance operations) to inspire buy-in and commensurate action by the broader community.

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? **No**

Do you currently have a relative serving on the City Commission? **No**

Per the City Charter: "No person shall be eligible to the office of commissioner who shall not be an elector in the city and who has not been a resident of the city for at least one (1) year immediately prior to his election."
Are you an elector (registered voter) in the City of Birmingham and have you been a resident for at least 1 year prior to your application? yes

Signature of Applicant

4/7/26
Date

BIRMINGHAM
A WALKABLE CITY

OFFICE USE ONLY
Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR VACANT CITY COMMISSION SEAT

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(Please print clearly)

Name Mary E. Jaye

Phone 248 760-9638

Residential Address 288 Ravine

Email mejaye@gmail.com

Residential City, Zip Birmingham 48009

Length of Residence 33 years

Business Address

Occupation Retired Automotive Executive

Business City, Zip

List your related employment experience

As an executive for Chrysler/DaimlerChrysler/FCA/Stellantis, I was involved in all aspects of product and commercial development and had extensive decision-making responsibility on business proposals. I also have experience developing and reviewing legal agreements (technical, operational, distribution/franchise).
My recent time on the HDC has provided some perspective into the functioning of the city and the responsibilities of the commissions.

List your related community activities Most current, relevant:

- Commissioner (Alt), Birmingham Historic Districts Commission (2023-present)
- Board Member, "SAIL" - Solutions for Adult Interdependent Living (2023-present)
- 4H Volunteer, Wayne County – Pingree Farms, Viticulture Program (2022 -2025)
- Board Member, MSU Broad School of Business Advisory Board (2010-2017)

List your related educational experience

- MBA – Strategic Planning and International Business, University of Michigan
- BA – Marketing, Michigan State University

What skills, experiences, or perspectives do you bring to the role that would benefit the City and its residents?

Throughout my 40-year automotive career, I was known as a strong decision-maker, with the ability to consider a broad array of factors to determine what actions were consistent with our corporate strategy, and then ensured we implemented those actions efficiently and effectively.
I bought my first home in Little San Francisco and have lived in it for 33 years. I have seen many changes in Birmingham and the neighborhoods. I believe we can support growth and modern living in the city, while still maintaining the unique character, charm of its older homes and the other strengths that first attracted me to the city.

What is your vision for the City's future, and how does it align with the Commission's strategic goals?

I believe Birmingham can continue to grow and thrive, but we need to not lose perspective of its core strengths: a charming, tree-lined, walkable city with great schools, and amazing resources and services. We need to protect these core strengths, especially as we implement the vision set in the Master Plan 2040.

What do you see as the biggest challenges facing the City, and how would you address them as a Commissioner?

- Implementing the 2040 Master Plan. We have an impressive and far-reaching plan that was originally intended to focus on the neighborhoods. We need to ensure we are considering the input of the residents and prioritizing their interests.
- Availability of affordable housing. As our population ages, we need to attract young families and a wider demographic, as well as allow options for seniors. This problem has become even more challenging in Birmingham due to the high price of homes/land and the interest in developing new, large structures. We need to explore more options.
- Aged and over-stressed infrastructure – With costs continuing to rise, the challenge to replace our aging roads, sewers and bridge becomes even greater. Improvement projects need to be scrutinized and prioritized, and we need to ensure projects are delivered on a timely basis and within budget. It's important we focus on the "must haves," not the "nice to haves."
- Street noise. In the past 5 years, increased road noise has greatly impacted the quality of life for those living near Woodward. While this is a complex challenge, we need to work with the legislature for speedy resolution.

What opportunities do you think the City should prioritize in the next 1-5 years?

- Birmingham provides residents and visitors great walkability on tree lined streets and wonderful parks and greenspace. We need to protect our core strengths of being a walkable city and having Tree City status.
- We are blessed with a strong tax base; we need to ensure we spend wisely.
- Coming from the HDC, I am concerned about losing the historic homes and buildings that help make our city so charming and attractive. Like with the affordable housing challenge, increasing purchase prices and the interest in residential development make this challenging. We should work with the Historic District Commission and their recently publish Historic Preservation Master Plan to identify ways to move forward to prioritize preservation.

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 City Commission? No

Per the City Charter: "No person shall be eligible to the office of commissioner who shall not be an elector in the city and who has not been a resident of the city for at least one (1) year immediately prior to his election."
Are you an elector (registered voter) in the City of Birmingham and have you been a resident for at least 1 year prior to your application? Yes

Signature of Applicant

4/7/2026
Date

APR 08 2026
11:19 AM

BIRMINGHAM
A WALKABLE CITY

OFFICE USE ONLY
Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR VACANT CITY COMMISSION SEAT

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CLERK'S OFFICE

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Applications must be submitted to the City Clerk's Office at or before noon on the Wednesday, April 8, 2026. The appointment will be made at the Monday, April 13, 2026 regular meeting of the City Commission.
(Please print clearly)

Name Doug White

Phone 248-825-2223

Residential Address 1342 Holland Street

Email dwhite10@peoplepc.com

Residential City, Zip Birmingham, 48009

Length of Residence 21 years

Business Address

Occupation Automotive

Business City, Zip

List your related employment experience

+ Hino Trucks
+ Ford Motor Company - Retired
+ United States Army Officer

List your related community activities

Multi-Modal Transportation Board: Two Full Terms / Past Chairman
Birmingham Tory Community Association: Past President & Vice-President

List your related educational experience

BA Business Administration - Washington & Jefferson College

What skills, experiences, or perspectives do you bring to the role that would benefit the City and its residents?

I bring a unique perspective having served at the grass roots level as Birmingham's Tory Community Association President and Chairman of Multi-Modal Transportation Board. I bring extremely valuable experience and a desire for collaboration, compassion and understanding along with a sincere goal of best serving the citizens and businesses in the City of Birmingham.

What is your vision for the City's future, and how does it align with the Commission's strategic goals?

My vision for the City is to remain a safe, walkable, vibrant and adaptable community where families want to move to and stay for years ensuring infrastructure, services and atmosphere appeal to residents across all stages of life. I want all our residents to feel proud, invested and engaged in our wonderfull community.

What do you see as the biggest challenges facing the City, and how would you address them as a Commissioner?

I believe the biggest challenge facing the City is our aging infrastructiure and how to address it with timely, cost effective and equitable solutions.
I don't beleive there is one single solution. Rather, it will require investigating a myriad of opportunities for funding, regulation modifications, potential public/private partnerships and prioritization. I think expanded benchmarking of some of the hundreds of very similar cities in Michigan and beyond facing like challenges can garner new and workable ideas.

What opportunities do you think the City should prioritize in the next 1-5 years?

+ Infrastructure needs
+ Building / property issues, including, but not limited to Community House, 400 East Lincoln, parking structures and a new police station.
+ Street safety including parking, speed & noise control, especially on Woodward Avenue.

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 City Commission? No

Per the City Charter: "No person shall be eligible to the office of commissioner who shall not be an elector in the city and who has not been a resident of the city for at least one (1) year immediately prior to his election."
Are you an elector (registered voter) in the City of Birmingham and have you been a resident for at least 1 year prior to your application? Yes

Doug White
Signature of Applicant

4/7/2026
Date

Doug White

RECEIVED
CLERK'S OFFICE

CITY COMMISSION

Last Name Home Address	First Name	Personal Phone Work Cell E-Mail	Appointed	Term Expires
Baller	**Clinton**	*cballer@bhamgov.org*	11/11/2019	11/1/2027 Mayor
Haig	**Andrew**	*ahaig@bhamgov.org*	11/8/2021	11/2/2029
Host	**Brad**	*bhost@bhamgov.org*	11/11/2019	11/1/2027
Kolb	**Bill (William)**	*bkolb@bhamgov.org*	11/10/2025	11/1/2029
Kozlowski	**Kevin**	*kkozlowski@bhamgov.org*	11/10/2025	11/1/2029
Vacant		*along@bhamgov.org*	11/13/2023	11/1/2027
Longe	**Therese**	*tlonge@bhamgov.org*	11/11/2019	11/1/2027

City Attorney: **Beier Howlett**
3001 W. Big Beaver Road, Suite 200
Troy, MI 48084
645-9400 – FAX 645-9344

BIRMINGHAM
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RULES OF PROCEDURE FOR THE CITY COMMISSION

Open Meetings

Regular meetings and special meetings of the Birmingham City Commission, which are normally held in the Commission Room of the Municipal Building, 151 Martin Street, shall be open to the public, in compliance with the Michigan Open Meetings Act.

It is the desire of the city commission to conclude all business not later than 11:00 PM. The commission will consider this goal during their deliberations.

Closed Sessions

All meetings of the Commission shall be open to the public and shall be held in a place available to the general public. A closed session, a meeting or part of a meeting that is closed to the public, may be called for the permissible purposes included in the Open Meetings Act (Act 267 of 1976 as amended). Examples of such purposes include personnel evaluation, collective bargaining, purchase or lease of real property, and pending litigation.

Agenda

The Commission Meeting Agenda, including minutes, warrants, correspondence and reports shall be distributed to the City Commission on or before the Friday prior to the meeting date. Agendas shall also be made available for public review in the City Clerk's Office and on the City website. Minutes shall not normally be read as part of the meeting.

Minutes

The minutes shall include the mandatory information as required by the Open Meetings Act 267 of 1976; Section 15.269. The minutes shall reflect an overview or brief summary of the subject matter and any Commission comments that may have had an effect on the outcome. Commission comments may include a summary in support or opposed and discussion which may be relevant for future reference.

The minutes shall include a participating citizen’s name and position on an issue when there is public comment during the commission meeting in all of the following instances: (1) a public hearing, (2) an agenda item or (3) recognition of citizens in the audience.

Presiding Officer

On the second Monday of November annually, the City Commission shall meet at a special workshop prior to the regular City Commission meeting, in order to discuss the selection of one of its members to serve as Mayor, who shall be the presiding officer of the Commission. At the workshop, the City Commission will discuss the qualifications, characters, willingness and abilities of particular commissioners to serve as Mayor. At the regular meeting, the City Commission shall enter into a motion and vote as to the election of the Mayor. The Mayor shall preside at all meetings of the City Commission, and be the Chief Executive head of the City and shall have other powers and perform other duties as are or may be imposed or authorized by the laws of the State, by the City Charter, or by the Commission. He or she shall be the conservator of the peace and may exercise within the City the powers conferred to suppress disorder.

At the same workshop the City Commission shall discuss the qualifications, characters, willingness, and abilities to elect another member of the Commission as Mayor Pro-Tem. At the regular meeting, the City Commission shall enter into a motion and vote as to the election of the Mayor Pro-Tem, who in the absence or disability of the Mayor shall act in his or her stead and shall during the time of such absence or disability exercise all of the duties and possess all of the powers of the Mayor.

In the absence or disability of the Mayor Pro-Tem, the City Commission may temporarily appoint one of its members to that office.

The Mayor and Mayor Pro-Tem, as a member of the City Commission, shall have the right to vote on all matters before the Commission; however, he or she shall not have the right to veto.

Conduct of Business

Commission Meetings shall be governed by the rules contained in the most recent edition of Robert's Rules of Order, Newly Revised in all instances in which they are applicable and not inconsistent with the statutes of the United States or the State of Michigan, or with the Charter or adopted of the City of Birmingham or these Rules of Procedure.

Commissioners should be recognized by the presiding officer before speaking.

Commissioners' Attendance at Boards and Committees

It is the decision of the Commission that to avoid the appearance of or a possibility of potential influence or duress upon appointees, or to avoid the possibility of violating the OMA, commissioners shall refrain from appearing at various boards and committees in person or with their names addressed upon remote attendance. Exceptions may occur upon presentation and vote of the entire Commission.

Voting

Birmingham's City Charter states that four members of the City Commission shall constitute a quorum; that the Commission shall act only by ordinance or resolution, that is, an official action in the form of a motion; and that a minimum of four votes shall be required to adopt any such motion.

For all Boards, Commissions or Committees appointed by the City Commission the minimum number of votes shall be the same as the quorum number for that body. State statute, City of Birmingham Charter or ordinance may require a larger number of affirmative votes to approve certain actions for either the City Commission or appointed Boards.

The City Commission may take action on any motion either by voice or by roll-call vote. A roll-call vote shall be taken if requested by any Commissioner, the City Clerk, or any member of the public in attendance.

A motion may be amended or modified by combining the original motion and the modifications in one motion, provided all City Commission Members agree to include the "friendly amendment" in the original motion.

A Commission member may abstain from voting on a motion if he or she: 1) has a conflict of interest; or 2) lacks sufficient information about the issue to be decided. Any Commissioner who abstains from voting on a motion shall state, for the record, at the outset of the discussion both his or her intention to abstain and reason for doing so. Should the need to abstain become clear during discussion, the member shall state his or her intention at that time. The Commissioner shall then be prohibited from participating in any further discussion or debate on the issue.

After a motion has been voted upon, any Commissioner who voted on the prevailing side may move to "reconsider" said motion at the same meeting, or at the next regularly scheduled meeting, provided no action has been taken as a result of the previous vote.

General consent or consensus (in lieu of a motion) may be used to give direction. In this case, the minutes shall indicate that a majority consented.

Citizen Participation

During any City Commission meeting, any person may question or comment upon any specific agenda item at the time the City Commission considers that item.

The public shall also be invited to make comments on any item not on the meeting agenda under the agenda item, "Meeting Open To The Public For Items Not On The Printed Agenda."

No person shall address the City Commission without first having been recognized by the presiding officer. Once recognized, the member of the public shall go to one of the available microphones, and state his or her name and community of residence before speaking.

Speakers may be requested to limit their comments so as to provide opportunities for comments from all interested persons. In particular, no member of the public shall normally be permitted to speak a second time on the same issue until all others wishing to make a presentation on the subject have had an opportunity to do so.

If any person becomes loud or unruly, the presiding officer may rule that person out of order and may forfeit that person's opportunity to speak further. A person may also be expelled from the meeting for breach of the peace.

Commission Vacancies

If a vacancy occurs on the City Commission, it shall be filled by a vote of the remaining Commissioners (not including the member who is vacating his or her seat). The vote to fill a vacancy shall be taken during a public meeting held within the time prescribed by State Law. Candidates for a vacant seat need not have previously served on, nor sought election to, the Commission.

The person selected to fill a vacancy shall serve only until the next following general election, at which time any remaining unexpired term shall be filled by the voters.

Appointment Procedures

No member of the City Commission shall serve on any Board of the City of Birmingham, except the Retirement System, unless membership is required by Michigan Statute or the Birmingham City Charter.

When the City Commission desires to fill a vacancy on an appointed City of Birmingham Board, Commission or Committee, the City Clerk shall give notice to the public by publishing the intent to fill the vacancy on the City website.

If the number of persons nominated for appointment to a City Board, Commission or Committee does not exceed the number of positions to be filled, the City Commission may use a voice vote. If the number of nominations exceeds the number of positions to be filled, nominees shall be voted upon in the order in which they were nominated, either by voice or by roll-call vote.

If no nominee receives the required four votes for appointment, the process of nomination and voting may be repeated either at the same meeting or at a subsequent meeting. If the Commission desires, the position may be re-noticed.

Requests for members of the City Commission to serve on non-city bodies shall be given to the Mayor, who shall make such information available to all Commissioners. Members shall indicate their interest in such positions to the Mayor and the appointment shall officially be made at a public meeting.

Amendment or Suspension of the Rules of Procedure

These rules may be changed at any meeting of the City Commission by a majority vote with notice at the previous meeting or by a 2/3 vote (5) without notice.

Drafted by Eleanor A. Siewert, Birmingham City Commissioner - June, 1991

Revised June 28, 2004, April 8, 2013, August 26, 2013, December 13, 2021, May 18, 2023

Sec. 2-26. - Regular meetings.

Regular meetings of the city commission shall be held not less than twice a month on such days as the city commission shall determine. If a regular meeting should fall on a legal holiday, the city commission may cancel the meeting or hold the meeting on the next day that is not a legal holiday. For purposes of this section, legal holiday means any day designated as a state or national holiday and those days so designated by resolution of the city commission.

(Code 1963, § 1.700; Ord. No. 1524, 6-22-92; Ord. No. 2135, 8-26-13)

Sec. 2-27. - Annual schedule of meetings.

At the beginning of each calendar year, the city clerk shall prepare, post in city hall, and make available to the public a notice containing the schedule of regular city commission meetings for the year.

(Code 1963, § 1.701; Ord. No. 1524, 6-22-92)

Sec. 2-28. - Cancellation of meetings.

The city commission may cancel a future meeting by a majority vote.

(Code 1963, § 1.702; Ord. No. 1524, 6-22-92)

Sec. 2-29. - Time and location of meetings.

City commission meetings shall be held in the commission room of city hall at 7:30 p.m., unless another location or time has previously been designated for a particular meeting and notice provided in accordance with the requirements of the Open Meetings Act (MCL 15.261 et seq.), as amended.

(Code 1963, § 1.703; Ord. No. 1524, 6-22-92; Ord. No. 1837, 6-28-04)

Secs. 2-30—2-50. - Reserved.

BIRMINGHAM

NOTICE OF INTENTION TO APPOINT TO THE PLANNING BOARD

At the regular meeting of Monday, April 27, 2026, the Birmingham City Commission intends to appoint the following position to the Planning Board:

- One regular member to serve the remainder of a three-year term to expire March 28, 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, April 22, 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 Planning Board consists of seven regular and two alternate members who serve three-year terms without compensation. The board meets at 7:30 P.M. on the second and fourth Wednesday of each month to hear design reviews, zoning ordinance text amendments and any other matters which bear relation to the physical development or growth of the City.

Specifically, the duties of the Planning Board are as follows:

- Long range planning
- Zoning ordinance amendments
- Recommend action to the City Commission regarding special land use permits
- Site plan/design review for non-historic properties
- Joint site plan/design review for non-residential historic properties
- Rezoning requests
- Soil filling permit requests
- Requests for opening, closing or altering a street or alley

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Members must consist of an architect duly registered in this state, a building owner in the Central Business or Shain Park Historic District, and the remaining members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions and must be residents of the City of Birmingham.

David Larson	48-year resident and architect from Kent State University.

SUGGESTED COMMISSION ACTION:

To appoint _____ as a regular member to the Planning Board to serve the remainder of a three-year term to expire March 28, 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

Kelda London <klondon@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#134]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Mon, Apr 13, 2026 at 8:11 AM
Reply-To: no-reply@wufoo.com
To: clerksOffice@bhamgov.org

Board/Committee of Interest	Planning Board
Specific Category/Vacancy on Board (see below)	Architect
Name	David Larson
Residential Address	436 Greenwood Birmingham, MI 48009 United States
Business Address	1191 W Square Lake Rd Bloomfield Hills, MI 48302 United States
Phone Number *	(248) 496-2218
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.**	dlarson@tmp-architecture.com
Length of Residence	48 years
Occupation	Architect
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I have been asked to serve on the Planning Board and I see this as an opportunity to contribute to a community I enjoy and want to continue to thrive.
List your related employment experience	Chief Design Officer of TMP Architecture, 1191 W. Square Lake Road, Bloomfield Hills, MI 48302. I have 40 years of experience (mostly at TMP) designing public buildings, primarily in the K-12 and University markets.
List your related community activities	Nothing notable to date
List your related educational experience	I have a professional degree in architecture from Kent State University. I am also a member of the American Institute of Architects and have an NCARB Certificate.
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	No

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

PLANNING BOARD

Chapter 82 – Section 82-27 – Seven Members
Job Requirements: An architect duly registered in this state, a building owner in the Central Business or Shain Park Historic District, and remaining members, must represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions.
Terms: Three Years
Appointment by City Commission
Meeting Schedule: Second and Fourth Wednesday of the month at 7:30 PM.

Last Name / Home Address	First Name	Home / Business / E-Mail	Appointed	Term Expires
Boyce 348 George St.	**Janelle**	(248) 321-3207 *jlwboyce@hotmail.com*	12/10/2007 Design profession	3/28/2029
Boyle 840 Wimbleton	**Robin**	(248) 961-1514 *r.boyle@wayne.edu*	4/19/2004 Planning professor	3/28/2028
Clein 1556 Yosemite	**Scott**	(313) 330-0217 *s.clein@comcast.net*	3/22/2010 Civil engineer/urban design	3/28/2028
Currie 579 Ridgedale Ave	**Duncan**	(248)9215544 *duncan.o.currie@gmail.com*	Alternate/Mechanical Engineer	3/28/2027
Jeffares 1381 Birmingham Blvd	**Stuart**	(248) 321-2120 *stuartjeffares@gmail.com*	12/14/2015 Real estate profession	3/28/2027

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Ramin 1701 Maryland	**Nasseem**	(248) 765-9446 *nramin@dykema.com*	11/20/2017 Alternate/attorney	3/28/2027
Share 1040 Gordon Lane	**Daniel**	(248) 642-7340 *dshare@bsdd.com*	11/24/2014 Building owner	3/28/2027
Vacant	**3/23/2026**		Regular Member	3/28/2029
Williams 1628 Latham St.	**J. Bryan**	(248) 420-3522 (248) 433-7289 *jwilliams@dickinsonwright.com*	4/16/2007 Attorney	3/28/2027

ARTICLE II. PLANNING BOARD[1]

Sec. 82-26. Created.

There is hereby created a planning board for the city. The planning board is a locally organized board and is not established under the Municipal Planning Commission Act, Act No. 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq.), as amended.

(Code 1963, § 5.401)

Sec. 82-27. Composition.

(a) The planning board shall consist of seven regular members whose residences are located in the city.

(b) One member of the planning board shall be an architect duly registered in this state, if such person is available. The other members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. One of the members of the planning board shall be a building owner in the central business district or Shain Park Historic District.

(c) The city manager, city engineer and city planner, or the authorized representatives of any of them, and the student representative, shall be members ex officio of the planning board and shall have all rights of membership thereon, except the right to vote.

(d) The city commission may also appoint not more than two alternate members for the same term as regular members of the planning board. The alternate member may be called on a rotating basis to sit as a regular member of the planning 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. 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 planning board.

(Code 1963, § 5.401; Ord. No. 1811, 7-28-03; Ord. No. 2147, 10-27-14)

Sec. 82-28. Terms.

Members of the planning board shall be appointed by the city commission for terms of office of three years; except that two members of the first board shall be appointed to serve for a term of one year, two for terms of two years, and three for terms of three years. All members shall hold office until their successors are appointed. A vacancy occurring in the membership of the planning board for any cause shall be filled by a person appointed by the city commission for the duration of the unexpired term.

(Code 1963, § 5.401)

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

Sec. 82-29. Removal of members.

(a) Members of the planning board may, after a public hearing, be removed for cause.

(1) As used in this section, the term "cause" is defined as a determination by the city commission that a sufficient reason exists, as determined and defined by the city commission in its sole discretion, for the removal of a member of the planning board. The decision by the city commission to remove a member of the planning board shall be final and binding upon such member of the planning board and no appeal shall arise therefrom.

(2) As used in this section, the term "public hearing" is designed as an open meeting at which the determination is made by the city commission, in its sole discretion, that cause exists for the removal of a member of the planning board. For purposes of an orderly presentation, the city attorney shall serve as chairperson of the public hearing, and the city manager, or his/her designee, may present information to the city commission with respect to the potential removal of a member of the planning board. The city manager or his/her designee will be afforded the opportunity to address the city commission with respect to such information for a period not to exceed 30 minutes. The affected member of the planning board or his/her designated representative will be afforded the opportunity to address the city commission with respect to such information for a period not to exceed 30 minutes. The presentation of information by the city manager or his/her designee and the presentation of information by the affected member or his/her designated representative may, in accordance with applicable law, be conducted in a closed session. This Section shall not be construed as creating a right to a due process or evidentiary hearing.

(b) This section shall not be construed as creating or bestowing upon a member of the planning board any employment status, property interest or any vested interest or right to continued membership on the planning board.

(Code 1963, § 5.402; Ord. No. 1817, 1-5-04)

Sec. 82-30. Compensation.

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

(Code 1963, § 5.401)

Sec. 82-31. Organization and meetings.

(a) The planning board shall, from its appointed members, elect a chairman and vice-chairman whose terms of office shall be fixed by the planning board. The chairman shall preside over the planning board and shall have the right to vote. The vice-chairman shall, in the case of absence or disability of the chairman, perform the duties of the chairman. The city planner or his authorized representative shall act as secretary of the planning board and shall keep a record of all of its proceedings.

(b) At least four members of the planning board shall constitute a quorum for the transaction of its business.

(c) The planning board shall:

(1) Adopt rules for the transaction of its business, which provide for the time and place of holding regular meetings.

(2) Provide for the calling of special meetings by the chairman or by at least two members of the planning board.

(3) Keep a full and complete record of its resolutions, transactions, findings and determinations, which record shall be available to the city commission and to the public upon request.

(d) All meetings of the planning board shall be open to the public, and any person or his duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the planning board makes its decision.

(e) The concurring affirmative vote of four members of the planning board shall be required for approval of plans before it for review or for the adoption of any resolution, motion or other action by the planning board.

(Code 1963, § 5.403)

Sec. 82-32. Assistance.

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

(Code 1963, § 5.404)

Sec. 82-33. Duties.

(a) It shall be the function and duty of the planning board to advise the city commission in regard to the proper development of the city. The planning board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The planning board is authorized to consult and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city. The planning board is authorized to prepare a recommendation for the physical development of the city, either in its entirety, or in part. Such recommendation, together with accompanying maps, plats, charts and descriptive matter, shall illustrate the planning board suggestions for the development of such territory.

(b) The planning board is authorized to consider and act upon applications for soil filling permits under the provisions of section 50-126 et seq.

(c) The planning board is authorized to recommend for the guidance of the city commission amendments to this Code relating to the control and development of lands within the city's historic districts. The planning board may, from time to time, amend, extend or add to such recommendations; and the same shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality and its environs. The planning board may hold such public meetings and/or hearings from time to time, as it may deem advisable or necessary in connection with the proper performance of its functions under this article.

(d) Not later than April 1 of each year, the planning board shall prepare and submit to the city manager a tentative outline of its program for the ensuing year. Joint meetings of the city commission and of the planning board shall be held at least semi-annually, at a time designated by the mayor. It shall be the duty of the mayor to call such meeting in accordance with the provisions of this section.

(Code 1963, § 5.405; Ord. No. 1777, 1-28-02; Ord. No. 1838, 6-28-04; Ord. No. 1858, 3-7-05)

Sec. 82-34. Review and recommendations.

(a) The planning board shall have the responsibility for site plan and design review for nonhistoric properties and joint site plan review of historic properties with the design review board as outlined in chapter 127 of this Code. It shall be the function of the planning board to pass upon all matters referred to it by the city commission and to give to the city commission the benefit of its judgment with relation to such matters so referred. Matters so referred may include but not necessarily be restricted to:

(1) Requests for changes to the zoning map;

(2) Requests for amendments to the zoning ordinance text;

(3) Requests for closing, opening or altering a street or an alley;

(4) Requests for issuing building permits;

(5) Requests for special land use permits; and

(6) Any other matters which bear relation to the physical development or growth of the municipality.

(b) When any recommendation has been made by the planning board, the same shall be referred to the city commission or other appropriate city boards.

(Code 1963, § 5.406; Ord. No. 1882, 7-24-06)

Secs. 82-35—82-55. Reserved.

BIRMINGHAM

NOTICE OF INTENTION TO APPOINT TO THE DESIGN REVIEW BOARD

At the regular meeting of Monday, April 27, 2026, the Birmingham City Commission intends to appoint the following position to the Design Review Board:

- One alternate member to serve the remainder of a three-year term to expire September 25, 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 22, 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 function and duty of the Design Review Board is to advise the City Commission in regard to the proper development of the City. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the City's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted.

The Design Review Board is authorized to advise and cooperate with the City Commission, City Planning Board, Historic District Commission and other City advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the City.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	**Criteria/Qualifications** Members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. Members shall be residents.
Rob Hoffman	1-year resident and custom home builder who graduated from Lawrence Technological University with a BS in Architecture and has 30 years of experience in the construction industry.

SUGGESTED COMMISSION ACTION:

To appoint _____ as an alternate member to the Design Review Board to serve the

remainder of a three-year term to expire September 25, 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.

C.

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#135]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Wed, Apr 15, 2026 at 4:32 PM
Reply-To: no-reply@wufoo.com
To: clerksOffice@bhamgov.org

Board/Committee of Interest	Board of Review or Design Review Board
Name	Rob Hoffman
Residential Address	1643 Maryland Blvd. Birmingham, MI 48009 United States
Business Address	1643 Maryland Blvd. Birmingham, MI 48009 United States
Phone Number *	(734) 740-6504
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.**	rghoffman72@outlook.com
Length of Residence	1
Occupation	Custom Home Builder

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

I have an architectural degree and have worked in the construction industry for the last 30 years. I've designed and built three custom homes for myself personally and was involved in multiple commercial construction projects for the company I previously owned. From design to execution, I was involved in the entire process. I worked with communities to acquire the appropriate variances necessary for our business operations. In addition, I led a team of +300 associates across eight physical locations throughout Michigan and NW Ohio. I am extremely organized, energetic, and detail oriented.

List your related employment experience	I grew within and ultimately led Wimsatt Building Materials - a +$200MM wholesale distribution business before we sold the family business in 2020. I started my construction/property management companies after exiting the business with the sale. I enjoy collaborating with a team. I love the building/construction industry and architecture.
List your related community activities	I am new to the Birmingham community currently. I previously resided here and am eager to contribute.
List your related educational experience	I have a BS in Architecture from Lawrence Technological University. I've also participated in multiple personal enrichment courses over the

	years. I've experienced multiple business coaches and have had excellent mentorship.
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

DESIGN REVIEW BOARD

Ordinance #1882

Terms: 3 years

Members: One member of the Design Review Board shall be an architect duly registered in this state, if such person is available. The other members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions.

Duties: The function and duty of the Design Review Board is to advise the city commission in regard to the proper development of the city. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, city Planning Board, Historic District Commission and other city advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Aikens	**Claire**		2/23/2026 Non-Voting Student	12/31/2026
Collins 958 Pleasant	**Timothy**	(248) 797-5229 *tpcollins@comcast.net*	9/23/2024 Historical preservation organization member	9/25/2027
Deyer 1283 Buckingham	**Keith**	(248)642-6390 *kwdeyer@comcast.net*	9/25/2006 Engineer	9/25/2026
Dukas 1352 Suffield	**Natalia**	(248) 885-8535 *nataliadukas@yahoo.com*	9/9/2013 Finance	9/25/2028
Kolo 851 Ann St.	**Dustin**	(248)935-3651 *dustinkolo@gmail.com*	11/23/2020	9/25/2026

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Lang 1023 Floyd St.	**Patricia**	(248) 540-0991 *pal.family.friends@gmail.com*	12/10/2018	9/25/2027
Rasawehr 221 Baldwin Road	**Julijana**	(586)201-5470 *jmisich@yahooo.com*	9/20/2021 Planning & zoning director	9/25/2027
Sweeney 160 Larchlea Dr	**Steve**	(248) 875-9973 *stevesweeney22@yahoo.com*	12/1/2025 Alternate	9/25/2028
Vacated	**9/15/2025**		Alternate	9/25/2028
Willoughby 667 Greenwood	**Michael**	(248) 760-8903 *mwilloughby@mwa-architects.com*	3/22/2010 Architect	9/25/2028

ARTICLE V. - DESIGN REVIEW BOARD

Footnotes:
*--- (**4**) ---*
***Cross reference—** Boards and commissions, § 2-171 et seq.*

Sec. 82-98. - Created.

There is hereby created a design review board for the city. The design review board is a locally organized board and is not established under the Municipal Planning Commission Act, Act No. 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq.), as amended.

(Ord. No. 1882, 7-24-06)

Sec. 82-99. - Composition.

(a) The design review board shall consist of seven members whose residences are located in the city.

(b) One member of the design review board shall be an architect duly registered in this state, if such person is available. The other members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions.

(c) The city planner, or the authorized representatives of any of them, and the student representative, shall be members ex officio of the design review board and shall have all rights of membership thereon, except the right to vote.

(d) The city commission may appoint two alternate members to serve as needed on the design review board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the design review 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 design review board.

(Ord. No. 1882, 7-24-06; Ord. No. 1975, 10-13-08; Ord. No. 2202, 10-10-16)

Sec. 82-100. - Terms.

Members of the design review board shall be appointed by the city commission for terms of office of three years; except that two members of the first board shall be appointed to serve for a term of one year, two for terms of two years, and three for terms of three years. All members shall hold office until their successors are appointed. A vacancy occurring in the membership of the design review board for any cause shall be filled by a person appointed by the city commission for the duration of the unexpired term.

(Ord. No. 1882, 7-24-06)

Sec. 82-101. - Removal of members.

(a) Members of the design review board may, after a public hearing, be removed for cause.

(1) As used in this section, the term "cause" is defined as a determination by the city commission that a sufficient reason exists, as determined and defined by the city commission in its sole discretion, for the removal of a member of the design review board. The decision by the city commission to remove a member of the design review board shall be final and binding upon such member of the design review board and no appeal shall arise therefrom.

(2) As used in this section, the term "public hearing" is designed as an open meeting at which the determination is made by the city commission, in its sole discretion, that cause exists for the removal of a member of the design review board. For purposes of an orderly presentation, the city attorney shall serve as chairperson of the public hearing, and the city manager, or his/her designee, may present information to the city commission with respect to the potential removal of a member of the design review board. The city manager or his/her designee will be afforded the opportunity to address the city commission with respect to such information for a period not to exceed 30 minutes. The affected member of the design review board or his/her designated representative will be afforded the opportunity to address the city commission with respect to such information for a period not to exceed 30 minutes. The presentation of information by the city manager or his/her designee and the presentation of information by the affected member or his/her designated representative may, in accordance with applicable law, be conducted in a closed session. This section shall not be construed as creating a right to a due process or evidentiary hearing.

(b) This section shall not be construed as creating or bestowing upon a member of the design review board any employment status, property interest or any vested interest or right to continued membership on the design review board.

(Ord. No. 1882, 7-24-06)

Sec. 82-102. - Compensation.

The members of the design review board shall serve as such without compensation.

(Ord. No. 1882, 7-24-06)

Sec. 82-103. - Organization and meetings.

(a) The design review board shall, from its appointed members, elect a chairman and vice-chairman whose terms of office shall be fixed by the design review board. The chairman shall preside over the design review board and shall have the right to vote. The vice-chairman shall, in the case of absence or disability of the chairman, perform the duties of the chairman. The city planner or their authorized representative shall act as secretary of the design review board and shall keep a record of all of its proceedings.

(b) At least four members of the design review board shall constitute a quorum for the transaction of its business.

(c) The design review board shall:

(1) Adopt rules for the transaction of its business, which provide for the time and place of holding regular meetings.

(2) Provide for the calling of special meetings by the chairman or by at least two members of the design review board.

(3) Keep a full and complete record of its resolutions, transactions, findings and determinations, which record shall be available to the city commission and to the public upon request.

(d) All meetings of the design review board shall be open to the public, and any person or his duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the design review board makes its decision.

(e) The concurring affirmative vote of four members of the design review board shall be required for approval of plans before it for review or for the adoption of any resolution, motion or other action by the design review board.

(Ord. No. 1882, 7-24-06)

Sec. 82-104. - Assistance.

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

(Ord. No. 1882, 7-24-06)

Sec. 82-105. - Duties.

(a) It shall be the function and duty of the design review board to advise the city commission in regard to the proper development of the city. The design review board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The design review board is authorized to advise and cooperate with the city commission, city planning board, historic district commission and other city advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city.

(b) The design review board is also authorized to recommend for the guidance of the city commission amendments to this Code relating to the control and development of lands within historic districts. The design review board may, from time to time, amend, extend or add to such recommendations; and the same shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs.

(c) The design review board may hold such public meetings and/or hearings from time to time as it may

deem advisable or necessary in connection with the proper performance of its functions under this article.

(d) Not later than April 1 of each year, the design review board shall prepare and submit to the city manager a tentative outline of its program for the ensuing year. Joint meetings of the city commission and of the design review board shall be held at least annually, at a time designated by the mayor. It shall be the duty of the mayor to call such meeting in accordance with the provisions of this section.

(Ord. No. 1882, 7-24-06)

Sec. 82-106. - Review and recommendations.

(a) The design review board shall have the responsibility for sign and design review for non-historic properties as outlined in chapter 126. It shall be the function of the design review board to pass upon all matters referred to it by the city commission and to give to the city commission the benefit of its judgment with relation to such matters so referred. Matters so referred may include but not necessarily be restricted to:

(1) Requests for change of zoning;

(2) Requests for issuing building permits;

(3) Requests for sign and design review text amendments;

(4) Requests for special land use permits; and

(5) Any other matters which bear relation to the physical development or growth of the municipality.

(b) When any recommendation has been made by the design review board, the same shall be referred to the city commission or other appropriate city boards.

(Ord. No. 1882, 7-24-06)

City Commission Workshop Minutes
Monday, April 13, 2026 - 6:00 p.m.
151 Martin Street, Birmingham
City Commission Room 205
Vimeo Link: https://vimeo.com/1182746507

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to discuss candidates for the vacant City Commission seat.

1. Call To Order
Clinton Baller, Mayor

2. Roll Call
City Clerk Bingham called the roll.

Present:	Mayor Clinton Baller Mayor Pro Tem Long Commissioner Andrew Haig Commissioner Brad Host Commissioner Kevin Kozlowski Commissioner William Kolb Commissioner Therese Longe
Absent:	None
Staff:	City Manager Ecker; City Clerk Bingham, Assistant City Manager Clemence, Assistant City Manager Fairbairn, City Attorney Gaudenzi, City Attorney Kucharek

3. Presentation and Commission Discussion

The following applicants were interviewed for the vacant City Commission seat.

1. Richard Wetherhold
2. Ilir Doresi
3. Gordon Thompson
4. Brian Gordon
5. Debra Horner
6. Mary E. Jaye
7. Doug White

Commissioners discussed the following regarding the item:

- One applicant, Beth Correa, withdrew from consideration prior to the meeting.
- It was beneficial that Mr. White has experience serving on a Birmingham board previously, that he understood the time commitment of the work, and that he also was interviewed for the last Commission vacancy that arose and ran in the November 2025 election.
- Commissioners requested that Mary Jaye, Debra Horner, Doug White remain for further interviews.

4. Public Comment

David Bloom commented appreciation of Debra Horner's credentials, supported further interviews of candidates, and commented regarding a proposed sustainability fee in the City.

5. Adjourn

The Commission motioned to adjourn at 6:55 p.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

BIRMINGHAM

City Commission Minutes
Monday, April 13, 2026 - 7:00 p.m.
151 Martin Street, Birmingham
City Commission Room 205
Vimeo Link: https://vimeo.com/1182746507

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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
Mayor Pro Tem Anthony Long (through 9:54 p.m.)
Commissioner Andrew Haig
Commissioner Brad Host
Commissioner Kevin Kozlowski
Commissioner William Kolb
Commissioner Therese Longe

Absent: None

Staff: City Manager Ecker; Fire Chief Bartalino, City Clerk Bingham, City Planner Blizinski, Police Sergeant Bukowski, Police Lieutenant Buttigieg, City Engineer Coatta, Police Officer Debano, Assistant City Manager Fairbairn, Planning Director Dupuis, Police Chief Grewe, Police – Clerical Hitchcock, Police Officer Isaacson, Police Dispatcher Licari, Police Lieutenant Linke, Deputy Treasurer Katz, Police Officer Kouza, City Attorney Kucharek, Police Sergeant McCanham, Police Officer Roberts, Police Dispatcher Ryan, Police Dispatcher Susella, Police Officer Toma, Police Officer Vierk, Golf Operations Manager Walker, Department of Public Services Director Zielinski

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

ANNOUNCEMENTS

Arbor Day 2026 Proclamation

DPS Staff Introduction — Golf Operations Manager, Austin Walker

Birmingham Police Staff Introductions and 2025 Awards

Police Report on Shooting on E. Lincoln in Birmingham

Short Term Rentals in Birmingham

Happy Birthday Commissioner Kolb

APPOINTMENTS

04-071-26 Multi-Modal Transportation Board

Laura Engelland was interviewed for the appointment.

MOTION: Motion by Host:
To appoint Ms. Engelland as a regular member to the Multi-Modal Transportation Board to serve a three-year term to expire March 24, 2029.

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

04-072-26 Multi-Modal Transportation Board

Monte Huber was interviewed for the appointment.

MOTION: Motion by Kozlowski:
To appoint Mr. Huber as a regular member to the Multi-Modal Transportation Board to serve a three-year term to expire March 24, 2029.

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

04-073-26 Martha Baldwin Park Board

Katelyn Miner was interviewed for the appointment.

MOTION: Motion by Long:
To appoint Ms. Miner as a regular member to the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2028.

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

04-074-26 Birmingham Area Cable Board

In Deanna Brown's absence, it was noted that this would be a reappointment.

MOTION: Motion by Haig:
To appoint Ms. Brown as a regular member to the Birmingham Area Cable Board to serve the remainder of a three-year term to expire May 1, 2029.

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

04-075-26 Architectural Review Committee

In Javier Alvarez-Isasi's absence, it was noted that this would be a reappointment.

MOTION: Motion by Longe:
To appoint Mr. Alvarez-Isasi as a regular member to the Architectural Review Committee to serve the remainder of a three-year term to expire April 11, 2029.

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

CC Bingham swore in the present appointees.

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

Eve Pickman, Kevin Krajewski, and Kelly Kozlowski supported increased regulation of short term rentals.

Sharon Roy opposed City collaboration with the private business Flock Safety.

Kathleen Deveraux commented regarding the Community House.

Maureen Field supported the continued operation of the pool at 400 E. Lincoln and finding additional tenants for 400 E. Lincoln.

Steve Sandy commented regarding appropriate short term rental policy in Birmingham.

David Bloom commented regarding Ms. Deveraux's comment and regarding the Community House.

Eric Kohler supported increased regulation of short term rentals and increased traffic calming on Lincoln.

5. CONSENT AGENDA

04-076-26 Consent Agenda

MOTION: Motion by Long, seconded by Host:
To move the consent agenda including Items A through K with the exception of Item H, that has been pulled.

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

A. Resolution to approve the City Commission regular meeting minutes of March 23, 2026.

B. Resolution to approve the warrant list, including Automated Clearing House payments, dated March 25, 2026, in the amount of $749,021.05.

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 1, 2026, in the amount of $1,373,814.38.

D. Resolution to approve the warrant list, including Automated Clearing House payments and Electronic Funds Transfers, dated April 8, 2026, in the amount of $1,068,763.84.

E. Resolution to set the Public Hearing of Necessity for the replacement and improvements of sewer and water laterals meeting the requirements of assessments, for all properties within the project area on Wimbleton Drive from Oxford Road to Adams Road on Monday, May 4, 2026, at 7:00 P.M.; and

   If necessity is determined on May 4, 2026, to meet on May 18, 2026, at 7:00 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvements of sewer and water laterals meeting the requirements for the assessments, for all properties within the project area on Wimbleton Drive from Oxford Road to Adams Road.

F. Resolution to set the Public Hearing of Necessity for the installation of cape seal treatment for all properties within the project area on Wimbleton Drive from Oxford Road to Adams Road on

Monday, May 4, 2026, at 7:00 P.M.; and

If necessity is determined on May 4, 2026, to meet on May 18, 2026, at 7:00 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the installation of cape seal treatment for all properties within the project area on Wimbleton Drive from Oxford Road to Adams Road.

G. Resolution to approve the purchase of root control service, as quoted by Duke's Root Control, Inc. for the 2026 Sewer Root Control Program, in the amount not to exceed $153,735.63. Funding for this project has been budgeted in the following account:

Fund Account	Fund ID Number	Project Award
Sewer Fund	590.0-538.000-811.0000	$153,735.63

I. Resolution to set a public hearing date of May 4, 2026 to consider the Special Land Use and Final Site Plan & Design Review application for 126 S. Old Woodward - Snap Taco.

J. Resolution to approve the Program Year 2026 High Intensity Drug Trafficking Area (HIDTA) sub-recipient agreement between the County of Oakland and the City of Birmingham. Further, to authorize the Mayor to sign the agreement on behalf of the City.

K. Resolution to approve the maintenance agreement with the Michigan Department of Transportation for the City's gateway signs on Woodward Ave. and to authorize the Mayor to sign the agreement on behalf of the City.

04-077-26 Addendum to the Construction Staging Area and Construction Coordination Agreement for 34350 Woodward Avenue on S. Elm Street

Commissioner Kozlowski pulled Item H and staff addressed the item.

Commissioners discussed the following regarding the item:

- This plan would cut off pedestrian access on the east side of Woodward and there is no sidewalk on the west side.
- The sidewalk would be closed for longer than originally planned.
- The pedestrian right of way is an important public good. As such, City policies should encourage private developers to restore access to the pedestrian right of way in a timely manner.
- This project will be repairing a portion of Elm Street.
- Other policies for charging developers for their use of publicly-owned goods should be considered.

MOTION: Motion by Kozlowski, seconded by Longe:
To approve the Addendum to the Construction Staging Area and Construction Coordination Agreement with Lavery Michigan Dealership Properties No. 1 LLC and Sachse Construction and Development for the

coordination of construction activities related to 34350 Woodward Avenue on S. Elm Street and Haynes Street, and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.

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

6. CITY MANAGER'S REPORT

None.

7. UNFINISHED BUSINESS

04-078-26 Public Hearing - 298 S. Old Woodward - Daxton - Special Land Use Permit Amendment, Final Site Plan & Design Review

The Mayor opened the public hearing at 8:22 p.m.

PD Dupuis presented the item. Ian Fleming, Director of Operations at the Daxton, spoke on behalf of the request.

Public Comment
Mr. Bloom supported further review of this proposal.

Seeing no further public comment, the Mayor closed public comment at 8:28 p.m.

Staff and Mr. Fleming answered questions.

Commissioners discussed the following regarding the item:

- Regarding Mr. Bloom's comment, the last time this item was reviewed the Daxton committed to requesting that all of their vendors switch from large truck deliveries to smaller box trucks and vans in order to direct deliveries to the Daxton's underground parking area.
- The Daxton also committed to notifying all vendors that no delivery trucks should be parked on Brown.
- Some felt that the Daxton should be required to use its loading dock for deliveries in order to reduce deliveries in the center turn lane.
- Alternatively, by allowing for the creation of an on-site laundry room, three of the seven or eight daily deliveries going to the Daxton would be eliminated. This should result in decreased disruption.
- While this loading dock was required as part of the original site due to ordinance, there was some understanding at the time that the loading dock might not be entirely functional.
- Nearby construction presently prevents the loading dock from being used by trucks.
- All deliveries in smaller vehicles should be directed to the underground garage by Daxton

staff.

- Birmingham is a city, and urban conditions sometimes result in these types of challenges. The occasional use of the center turn lane for deliveries was anticipated when Old Woodward was redesigned.
- The Daxton is an asset to the City, and this proposal would result in less disruption than presently occurs.

MOTION: Motion by Longe, seconded by Long:
To approve the Special Land Use Permit Amendment, Final Site Plan & Design Review 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.

Commissioners discussed the following regarding the motion:

- It might be helpful to have some intermediate enforcement options if the Daxton does not adequately reduce deliveries from the center turn lane.

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

04-079-26 Updated Design for the North Old Woodward Project

DPSD Zielinski presented the item and staff answered questions.

Commissioners discussed the following regarding the item:

- This updated proposal addressed prior Commission feedback.
- Two bus stops are being consolidated into one that will also have a bus shelter.

MOTION: Motion by Haig, seconded by Long:
To make a motion adopting a resolution to approve the proposed updated design for the North Old Woodward project.

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

8. NEW BUSINESS

04-080-26 Public Hearing of Necessity for Staircase Special Assessment District (SAD) - 2025 and 2026 Asphalt Resurfacing Program

The Mayor opened the public hearing at 8:46 p.m.

DPSD Zielinski presented the item.

Seeing no public comment, the Mayor closed the public hearing at 8:47 p.m.

MOTION: Motion by Long, seconded by Kolb:
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 with at least 10 days notice; and

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project of resurfacing existing asphalt roads, replacement of existing retaining wall in the City's right of way, replacement of a staircase in the City's right of way, and replacement of City sidewalk ramps; and

WHEREAS, The City has previously established a policy to defray the costs of replacing a staircase in the City's right of way by creating a Special Assessment District (SAD) consisting of the property that is benefiting from this treatment; and

WHEREAS, The City Commission, after the public hearing, has determined that the replacement of the staircase in the project area which is included with the 2025 and 2026 Asphalt Resurfacing Program is a necessity and is in the best interest of the City and will specially benefit the property included in the Staircase Special Assessment District; and

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

WHEREAS, The City Engineer has determined the boundaries of the staircase is located within the limits of the following street shall be installed as part of the 2025 and 2026 Asphalt Resurfacing Program (Contract #2-25(P) and #2-26(P)):

Brookside Avenue – Ravine Road to North Dead End

WHEREAS, The formula used in making the assessment is 100% of the improvement for staircase in the City's right of way (calculated at the rate of $2,500.00 per staircase riser for the property on the street that will have a new staircase installed in the City's right of way).

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 property 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 April 27, 2026 and give notice for same.

Staircase

Sidwell Number	Street Address	Decorative Staircase Risers (EA)	Unit Cost for Assessment	Total Assessment	
1925329016	552 BROOKSIDE AVE	8.00	$2,500.00	$20,000.00	

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

04-081-26 Public Hearing - Special Land Use Permit and Final Site Plan & Design Review application for 211 Hamilton Row - No 28.

The Mayor opened the public hearing at 8:48 p.m.

CP Blizinski presented the item. Kevin Biddison, architect, spoke on behalf of the item.

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

Mr. Biddison and the applicant team answered questions.

Commissioners discussed the following regarding the item:

- The bike rack will remain in the same location.

MOTION: Motion by Long, seconded by Haig:
To make a motion adopting a resolution to approve the Special Land Use Permit, Final Site Plan & Design Review application for 211 Hamilton Row -- No 28 -- to permit a new food and drink establishment serving alcoholic liquors for on-premise consumption with the condition that the applicant complete the required investigation pursuant to Chapter 10, Section 10-43 of the Birmingham Code of Ordinances.

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

04-082-26 Initial Bistro Screening 2025-2026

PD Dupuis presented the item. Valant and Shantel Jaddou, owners, spoke on behalf of the item. Staff answered questions.

Commissioners discussed the following regarding the item:

- Some felt the concept, location, and parking availability of Daycap/Nightcap were a good fit

for the community and for the bistro ordinance.
- Some felt this concept may be more of a wine bar than a bistro.

MOTION: Motion by Long, seconded by Longe:
To make a motion adopting a resolution to move forward with the bistro application for Daycap/Nightcap and permit the bistro to submit an application for Special Land Use Permit, Final Site Plan and Design Review to the Planning Board for review and recommendation.

Commissioners discussed the following regarding the motion:
- This proposal seemed to align with the French definition of a bistro.
- While this seemed like it would be a welcome addition to the City, it may not appropriately be defined as a 'bistro' per the ordinance since part of the definition includes a 'full service kitchen'.
- If the Commission would prefer to allow establishments like this under the bistro ordinance, it would be more appropriate to explore modifying the ordinance.
- Having a business like this in the Triangle District and Poppleton Park neighborhoods would be beneficial. It should be allowed to proceed to the Planning Board for review.
- The original intent of Birmingham's bistro ordinance was to encourage food service establishments rather than bars. The previous establishment in this location, with the same kitchen, was able to offer a variety of food.
- Birmingham does not presently have food establishments focusing on small plates. As such, this establishment could be successful.
- Since the establishment has adequate parking it would pose no burden to the neighbors.

Public Comment
Mr. Bloom supported limiting this establishment's alcoholic beverages to wine only, and allowing it to operate under a SLUP instead of as a bistro.

Stuart Sherman supported allowing this to proceed to Planning Board review under the bistro ordinance.

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

04-083-26 Construction Manager for Police Department Renovations / Expansions

PC Grewe and Rick Stanza of Sachse Construction presented the item and answered questions.

Commissioners discussed the following regarding the item:
- This was a fiscally responsible renovation proposal.

MOTION: Motion by Haig, seconded by Host:
To make a motion adopting a resolution to approve an agreement with Sachse Construction for Police

Department Renovations and Expansion Construction Management Services in the amount not to exceed $269,347.00, and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City; and further to appropriate and amend the 2025-2026 City Commission budget as follows:

General Fund		
Revenue		
Draw from Fund Balance	101.0-000.000-400.0000	$269,347.00
Expenditures		
Other Contractual Services	101.0-301.000-811.0000	$269,347.00

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

04-084-26 2025-2026 Sewer Rehabilitation Program - Contract #4-25(S) - Contract Award

DPSD Zielinski presented the item and answered questions.

Commissioners discussed the following regarding the item:

- Shirley was on this list even though the road surface was recently improved. This was because lining the sewer as part of the present project would yield more benefit than having replaced all the sewers during that project. This project would extend the sewer life through the next time the road surface needed to be re-done.

MOTION: Motion by Longe, seconded by Long:
To make a motion adopting a resolution to award the 2025-2026 Sewer Rehabilitation Program #4-25(S) to Pamar Enterprises, Inc. in the amount of $714,499.00 and a 5% construction contingency for a total of $750,223.95. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City; and further to appropriate and amend the 2025-2026 City Commission budget as follows:

General Fund		
Revenue		
Draw from Fund Balance	590.0-000.000-400.0000	$170,223.95
Expenditures		
Other Contractual Services	590.0-537.000-981.0200	$170,223.95

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

04-085-26 Appointment to the City Commission

The Commission proceeded with a recognition of MPT Long for his service to the City.

Former MPT Long then joined the audience, the Commission briefly recessed and returned from recess, and the Mayor introduced the item.

Commissioners interviewed, in order, applicants Mary Jaye and Debra Horner per their advancement from the evening's workshop.

Commissioners discussed the following regarding the item:

- All of the applicants deserved gratitude for their applications, and were encouraged to apply their talents as part of other City boards if they were not appointed to the Commission at the present time.
- Both of the advanced applicants were well qualified for the appointment.
- The first and second applicants may not have been posed similar questions.
- Ms. Jaye's experience in making complex decisions while working with a wide variety of people would bring a lot of value to the Commission, and would make her an appropriate selection for the Commission appointment. While Ms. Horner's professional work is theoretically based, Ms. Jaye's professional work focused on implementation. The City has a number of challenges that need addressing. Ms. Jaye is experienced in standing by the outcomes of her decisions. Efficiency in meeting the City's needs must be the priority, and Ms. Jaye seems to be equipped to recommend and execute efficient solutions.
- Ms. Horner's public sector and policy focus, service on the Environmental Sustainability Committee, and assistance with the creation of the Commission's community survey make her an appropriate selection for the Commission appointment. The Commission is a policy making body, and Ms. Horner's life's work has been researching municipal policy. One of the specific areas of Ms. Horner's research is on the financial health of municipalities. Her appointment would offer the Commission a set of skills it does not yet possess. Ms. Horner's insight into local government best policies and practices would be invaluable. While implementation is important, the Commission needs to implement decisions based on the best information available. The Commission would benefit from more informed policy and theory, since residents have sometimes expressed concern that certain City policies inadequately address the present circumstances.
- Being able to make decisions as an executive is different from being one of seven collaborative decision makers. Although Ms. Jaye is exceptionally qualified, her corporate skillset overlaps with the experience at least two other Commissioners already possess.

Public Comment

Mr. Bloom supported asking Ms. Horner additional questions about leadership, vision, priorities, and what she would bring to the table.

MOTION: Motion by Kozlowski:
To nominate Debra Horner to the City Commission to serve a term ending November 2027.

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

The Mayor recommended three votes total to allow anyone interested to change their votes.

04-086-26 Appointment to the City Commission (Vote Two)

MOTION: Motion by Kolb:
To nominate Mary Jaye.

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

04-087-26 Appointment to the City Commission (Vote Three)

MOTION: Motion by Baller:
On Ms. Horner.

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

04-088-26 To Adjourn the Appointment to the City Commission to the Next Meeting

MOTION: Motion by Host, seconded by Kolb:
To adjourn the appointment of a new City Commissioner to the next meeting.

Public Comment
Mr. Bloom supported nominating a temporary Mayor Pro Tem.

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

04-089-26 Nomination of Temporary Mayor Pro Tem

MOTION: Motion by Baller:
To nominate Therese Long to be temporary Mayor Pro Tem, at least until our next meeting.

A second nomination for temporary Mayor Pro Tem was made by Commissioner Host for Commissioner Haig. No vote was taken on that nomination since the first nomination of Commissioner Longe carried.

Commissioners discussed the following regarding the item:

- Commissioner Longe already sits next to the Mayor and has experience as Mayor and Mayor Pro Tem.

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

04-090-26 Closed Session Pursuant to MCL § 15.268, Sec.8(1)(d) of the Open Meetings Act

MOTION: Motion by Kozlowski, seconded by Host:
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.

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

04-091-26 Closed Session Pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act

MOTION: Motion by Longe, seconded by Kozlowski:
To 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.

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

04-092-26 Closed Session Pursuant to MCL § 15.268, Sec.8(1)(e) of the Open

Meetings Act

MOTION: Motion by Kolb, seconded by Host:
To make a motion to meet in closed session pursuant to conduct a closed session on Monday, April 13, 2026 pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled Paul Wells v City of Birmingham, et al, U.S. District Court, Eastern District of Michigan, Court Case No. 2:25-cv-13640-TGB-APP.

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

The Commission entered into closed session at 11:27 p.m. and returned from closed session at 12:41 a.m.

04-093-26 To Extend the Meeting

MOTION: Motion by Host, seconded by Kolb:
To extend the meeting past midnight to a minimum of 12:30 a.m., and if it goes to 1:00 a.m., so be it.

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

Commission discussion on items from a prior meeting

None

Commission Items for Future Discussion

04-093-26 Flock Safety

MOTION: Motion by Baller:
To receive a report on everything regarding what we are doing with flock cameras.

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

9. REMOVED FROM CONSENT AGENDA

10. COMMUNICATIONS

A. Letter from Parrish Underwood, President and CEO of the YMCA
B. Communications regarding 400 E. Lincoln
C. Communications regarding the Community House
D. Communication regarding ICE
E. Communication regarding Oak Boulevard
F. Communication regarding the resident survey

11. REPORTS

A. Commissioner Reports
    1. Notice of Intention to Appoint to the Historic District Study Committee
B. Commissioner Comments

Commissioner Host commented regarding 400 E. Lincoln and proposed the formation of a 400 E. Lincoln task force.

The Mayor highlighted Mr. Underwood's letter regarding the YMCA's inability to continue operations at 400 E. Lincoln.

C. Advisory Boards, Committees, Commissions' Report
D. Legislation
E. City Staff
    1. 2025 Birmingham Police Department Annual Report
F. Information Only

12. ADJOURN

The Commission motioned to adjourn at 12:41 a.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

City of Birmingham
Warrant List Dated 04/15/2026

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
308741	*	000855	48TH DISTRICT COURT	300.00
308742	*	000855	48TH DISTRICT COURT	1,000.00
308743	*	000855	48TH DISTRICT COURT	110.00
308744	*	000855	48TH DISTRICT COURT	399.00
308745		009346	ACCUFORM PRINTING & GRAPHICS, INC	1,468.00
308745	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	4,380.00
308746		006638	ACTION MAT & TOWEL RENTAL, INC	35.36
308747		008106	ACUSHNET COMPANY	6,264.77
308748	*	007266	AETNA BEHAVIORAL HEALTH LLC	579.09
308749	*	000161	ALPHA PSYCHOLOGICAL SERVICES PC	795.00
308750		BDREFUND	ARMANDO GIUSEPPE INC	1,000.00
308751	*	006759	AT&T	375.00
308752	*	006759	AT&T	116.23
308753	*	006759	AT&T	210.81
308754		009541	AUGUST, LLC	6,554.91
308755		010030	AUSTIN GREEN	29.99
308756	*	008165	B5 INVESTMENTS, LLC	625.47
308757		007754	BANNER SALES AND CONSULTING, INC.	300.00
308758		001122	BOB BARKER CO INC	77.60
308759	*	009634	BEARING SERVICE	859.55
308760		007540	BIO SYSTEMS, INC.	1,355.00
308761		BDREFUND	BOGAERTS II, ALEXANDER V	900.00
308762		003526	BOUND TREE MEDICAL, LLC	2,550.22
308763	*	009078	CANON SOLUTIONS AMERICA INC	3,376.69
308764		000595	CARRIER & GABLE INC	2,349.30
308765		008959	CASS COLLISION CLAWSON, INC	11,976.74
308766		007134	CERTIFIED POWER, INC	202.90
308767	*	009815	CULLIGAN OF ANN ARBOR/DETROIT	43.97
308768		000233	DEAN SELLERS	2,480.09
308769		007713	DEERE & COMPANY	4,261.92
308770	*	000179	DTE ENERGY	273.53
308771	*	000179	DTE ENERGY	34.69
308772	*	000179	DTE ENERGY	1,204.83
308773	*	000179	DTE ENERGY	439.27
308774	*	000179	DTE ENERGY	61.54
308775	*	000179	DTE ENERGY	95.28
308776	*	000179	DTE ENERGY	3,064.30
308777	*	000179	DTE ENERGY	211.42
308778	*	000179	DTE ENERGY	2,648.38
308779	*	000179	DTE ENERGY	142.26
308780	*	000179	DTE ENERGY	21.40
308781	*	000179	DTE ENERGY	19.31

City of Birmingham
Warrant List Dated 04/15/2026

Check Number	Early Release	Vendor #	Vendor	Amount
308782		000179	DTE ENERGY	55.83
308783	*	000179	DTE ENERGY	67.71
308784	*	000180	DTE ENERGY	60,020.24
308785		007505	EAGLE LANDSCAPING & SUPPLY	473.00
308786		004493	ELITE IMAGING SYSTEMS, INC	1,774.31
308787	*	000936	FEDEX	22.52
308788	*	009307	FLS PROPERTIES #5, LLC	75,068.41
308789		007016	FRIENDS OF BIRMINGHAM MUSEUM	1,620.00
308790		BDREFUND	GRENNAN CONSTRUCTION	300.00
308791		000726	GUARDIAN ALARM	250.00
308792		001531	GUNNERS METER & PARTS INC	340.00
308793		003132	HASTINGS AIR-ENERGY CONTROL INC	640.00
308794	*	001956	HOME DEPOT CREDIT SERVICES	324.70
308795		000340	INDUSTRIAL BROOM SERVICE, LLC	1,338.60
308796		008614	INDUSTRIAL STEAM CLEANING	250.00
308797	*	009724	JOHN CONNOR	500.00
308798	*	008413	KARANA REAL ESTATE, LLC	3,141.87
308799	*	004088	KGM DISTRIBUTORS INC	420.00
308800		003620	LANGUAGE LINE SERVICES INC	70.50
308801		000230	MIKE SAVOIE CHEVROLET INC	3,436.04
308802		007163	MOBILE HEALTH RESOURCES	1,710.89
308803	*	001452	MONTGOMERY & SONS INC	525.57
308804	*	008160	MPARKS	280.00
308805		009623	NEWSBANK, INC	7,185.00
308806		BDREFUND	NORTHERN SIGN CO INC	300.00
308807	*	009748	NORTHSTAR PAINTING	2,475.00
308808	*	001686	OAKLAND CO CLERKS ASSOC	30.00
308809	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	535.00
308810	*	009478	ODP BUSINESS SOLUTIONS, LLC	269.03
308811	*	006231	OGLETREE, DEAKINS, NASH, SMOAK &	1,160.00
308812		010220	OWEN TREE SERVICE INC	2,240.00
308813	*	001883	PIONEER DOOR COMPANY INC	3,115.00
308814		009612	PLAYAWAY PRODUCTS LLC	65.99
308815	*	007797	QUADIENT LEASING USA, INC.	416.28
308816	*	010079	RELIANT FIRE APPARATUS OF MICHIGAN	597.00
308817	*	007507	RIEDELL SHOES INC	856.00
308818	*	010055	RUSSELL LANDSCAPING INC	1,285.00
308819	*	002806	SAM'S CLUB/SYNCHRONY BANK	129.49
308820	*	003743	STANLEY STEEMER	717.00
308821		007408	T-MOBILE	847.81
308822		010037	TACMED SOLUTIONS,LLC	632.48
308823		MISC	TRAF-SYS, INC	240.00
308824	*	008941	UPTOWN MARKET OF BIRMINGHAM	137.64

City of Birmingham
Warrant List Dated 04/15/2026

Check Number	Early Release	Vendor #	Vendor	Amount
308825		009863	US BANK EQUIPMENT FINANCE	69.93
308826	*	001279	US FIGURE SKATING ASSOC.	382.31
308827	*	000158	VERIZON WIRELESS	149.85
308828	*	000158	VERIZON WIRELESS	153.34
308829	*	000158	VERIZON WIRELESS	338.16
308830	*	002171	WEISSMAN'S COSTUMES	63.01
308831		009026	WELLS FARGO VENDOR FIN SERV	72.02
308832		BDREFUND	WINSTON AND SONS HOME IMPROVEMENT L	200.00
308833	*	008408	WISS, JANNEY, ELSTNER ASSOC. INC	15,575.00
308834	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	16,393.75
			SUBTOTAL PAPER CHECK	$272,455.10
ACH TRANSACTION				
15658	*	009323	ALEXANDRIA BINGHAM	29.48
15659		010119	ARGENT INSTITUTIONAL TRUST COMPANY	500.00
15660	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	118.50
15661		000902	CENGAGE LEARNING INC	19.99
15662		009352	CHRISTINA WOODS	116.00
15663	*	009122	CLAIRE CHUNG	606.25
15664		000605	CINTAS CORPORATION	207.44
15665	*	000605	CINTAS CORPORATION	171.55
15666		000605	CINTAS CORPORATION	46.33
15667	*	000605	CINTAS CORPORATION	34.60
15668		000605	CINTAS CORPORATION	339.28
15669	*	008044	CLUB PROPHET	594.00
15670		001750	COMERICA BANK - RETIREMENT	8,757.00
15670		001750	COMERICA BANK - RETIREMENT	1,649.50
15670		001750	COMERICA BANK - RETIREMENT	304,530.42
15671		003176	COMERICA BANK - RHC	43.08
15671		003176	COMERICA BANK - RHC	16,682.00
15672		001367	CONTRACTORS CONNECTION INC	513.00
15673		009920	CORPORATE DINING CONCEPTS	279.00
15674		009840	THOMAS S. KLISE COMPANY, INC	609.15
15675		009873	D/A CENTRAL INC.	15,107.17
15675	*	009873	D/A CENTRAL INC.	3,093.13
15676	*	009557	ZECO, LLC	330.00
15677	*	000565	DORNBOS SIGN & SAFETY INC	206.56
15678	*	007538	EGANIX, INC.	960.00
15679		000213	FIRE DEFENSE EQUIP CO INC	108.00
15680	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	230.00
15681	*	004604	GORDON FOOD	844.38
15682	*	001672	HAYES PRECISION INC	90.00
15683		000331	HUBBELL ROTH & CLARK INC	25,566.34
15684		009910	IDI	148.00

City of Birmingham
Warrant List Dated 04/15/2026

Check Number	Early Release	Vendor #	Vendor	Amount
15685		000261	J.H. HART URBAN FORESTRY	32,506.81
15686		000186	JACK DOHENY COMPANIES INC	344.05
15687		009249	JCC CREATIVE LLC	850.00
15688	*	003458	JOE'S AUTO PARTS, INC.	1,709.04
15689	*	010110	KELDA A. LONDON	37.52
15690	*	004085	KONE INC	3,306.02
15691	*	003527	LOWER HURON SUPPLY CO INC	821.48
15692		002013	MIDWEST TAPE	715.37
15693	*	009844	MYA BROWN	14.61
15694	*	001194	NELSON BROTHERS SEWER	139.00
15695	*	010015	NEUMANN/SMITH ARCHITECTURE	4,210.65
15696	*	007856	NEXT	1,500.00
15697	*	006359	NYE UNIFORM COMPANY	751.50
15698	*	010225	PARKS MAINTENANCE, INC	200.00
15699	*	008028	PK SAFETY SUPPLY	331.02
15700		009820	PLUNKETT COONEY	2,767.50
15701	*	009666	RAM CONSTRUCTION SERVICES OF MICHIG	18,667.69
15702	*	001181	ROSE PEST SOLUTIONS	113.00
15703	*	010174	SEGUIN MORRIS USA INC	1,942.00
15704		001097	SOCWA	9,164.60
15705	*	004379	TURNER SANITATION, INC	360.00
15706	*	000969	VIGILANTE SECURITY INC	1,027.38
15707		010201	VVK PR + CREATIVE LLC	450.00
15708		000666	NATIONAL LADDER & SCAFFOLD	466.73
15709	*	007900	RYAN WISEMAN	25.00
15710		009128	WITMER PUBLIC SAFETY GROUP INC	215.94
15711		004512	WOLVERINE POWER SYSTEMS	675.00
			SUBTOTAL ACH TRANSACTION	$465,842.06
			GRAND TOTAL	$738,297.16

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



Mary Chavez
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 04/22/2026

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
308835	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,507.90
308836	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,228.62
308837	*	005430	21ST CENTURY MEDIA- MICHIGAN	241.50
308838	*	005430	21ST CENTURY MEDIA- MICHIGAN	241.50
308839	*	005430	21ST CENTURY MEDIA- MICHIGAN	261.50
308840	*	005430	21ST CENTURY MEDIA- MICHIGAN	353.45
308841	*	005430	21ST CENTURY MEDIA- MICHIGAN	451.24
308842	*	005430	21ST CENTURY MEDIA- MICHIGAN	785.10
308843		BDREFUND	5K CONCRETE	300.00
308844		MISC	ABD ENGINEERING & DESIGN, INC.	5,500.00
308845		008309	ABSOLUTE LOCKSMITHS	115.00
308846		009346	ACCUFORM PRINTING & GRAPHICS, INC	1,189.00
308847	*	009542	ACE CUTTING EQUIPMENT & SUPPLY INC.	1,967.00
308848	*	010116	ACRISURE GREAT LAKES PARTNERS LLC	400.00
308849		006638	ACTION MAT & TOWEL RENTAL, INC	35.36
308850		BDREFUND	ALL SEASONS ROOFS	300.00
308851	*	009589	ALL AMERICAN VENTILATION	530.00
308852	*	006759	AT&T	437.21
308853	*	006759	AT&T	210.80
308854	*	006759	AT&T	134.78
308855		BDREFUND	BABI CONSTRUCTION INC	1,400.00
308856		BDREFUND	BLUMKE INSTALLATIONS	400.00
308857		BDREFUND	BUECHNER, TOBIN E	100.00
308858		BDREFUND	C & L WARD BROS CO	400.00
308859	*	009078	CANON SOLUTIONS AMERICA INC	1,368.94
308860	*	010169	CANTU-MILLER VENTURES LLC	7,400.00
308861		000595	CARRIER & GABLE INC	502.50
308862		008959	CASS COLLISION CLAWSON, INC	2,994.36
308863	*	000444	CDW GOVERNMENT INC	46.37
308864		BDREFUND	CEDAR PRESERVATION SYSTEMS LLC	100.00
308865		009137	CGS, INC	3,220.00
308866		BDREFUND	CHINOSKI BUILDING GROUP	200.00
308867		BDREFUND	CONSTANTINE CONSTRUCTION INC	100.00
308868		000627	CONSUMERS ENERGY	26.19
308868	*	000627	CONSUMERS ENERGY	1,670.31
308869		003923	CUMMINS SALES AND SERVICE	7,039.41
308870		009024	D.M. BURR GROUP	4,964.66
308871		000233	DEAN SELLERS	1,706.67
308872		BDREFUND	DESIGNS UNLIMITED	300.00
308873		BDREFUND	DISCOVER PLUMBING INC	35.00
308874		009130	DOG WASTE DEPOT	2,332.75
308875	*	000179	DTE ENERGY	33.16

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
308876		007505	EAGLE LANDSCAPING & SUPPLY	1,215.00
308877		BDREFUND	ESSCO OF BIRMINGHAM LLC	100.00
308878		001495	ETNA SUPPLY	3,760.65
308879		BDREFUND	FINE STROKES MICROBLADING LLC	200.00
308880		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
308881		007173	FULLER APPRAISAL, L.L.C.	4,687.50
308882	*	010228	MAYFLOWER MEDALIST INC	1,501.74
308883		BDREFUND	GRANT, L SCOTT	1,000.00
308884		000726	GUARDIAN ALARM	356.62
308884	*	000726	GUARDIAN ALARM	232.00
308885		001531	GUNNERS METER & PARTS INC	1,620.75
308886	*	001956	HOME DEPOT CREDIT SERVICES	1,718.06
308887	*	001040	HOUR MEDIA LLC	2,295.00
308888		BDREFUND	HRH CONSTRUCTION LLC	100.00
308889		BDREFUND	HUNT SIGN COMPANY	225.00
308890	*	009500	IBM CORPORATION	1,780.80
308891		001090	INGRAM LIBRARY SERVICES	17,614.78
308895	*	009551	INTERMEDIA. NET INC	777.97
308896		000342	INTERSTATE BATTERIES OF SE MICH	1,063.84
308897		010231	JANE DOE INVESTIGATIONS, INC	808.75
308898	*	010089	K & R TRUCK SALES	1,402.14
308899	*	009133	KIMBERLY FENCE & SUPPLY INC	1,550.00
308900		004904	KONICA MINOLTA BUSINESS SOLUTIONS	2,346.45
308901	*	000362	KROGER COMPANY	13.58
308902	*	005049	SHEILA C. LANDIS	200.00
308903	*	009451	LIFESTYLE PUBLICATIONS LLC	1,250.00
308904		BDREFUND	LSP CONTRACTING & CONSTRUCTION MANA	5,300.00
308905		007910	MACALLISTER RENTALS	1,677.80
308906		MISC	MATTHEW DURKIN	16.20
308907		BDREFUND	MERRILLWOOD COLLECTION	200.00
308908	*	009085	MGSE SECURITY LLC	250.00
308909		001253	MICHIGAN MUNICIPAL RISK	1,000.00
308909	*	001253	MICHIGAN MUNICIPAL RISK	3,357.00
308910		BDREFUND	MICHIGAN REAL ESTATE & CONSTR	100.00
308911		000230	MIKE SAVOIE CHEVROLET INC	1,138.04
308912	*	007744	MOHAMED F. CHAMMAA	1,000.00
308913		BDREFUND	MONAGHAN, FRANK	100.00
308914		BDREFUND	N A MANS & SONS INC	500.00
308915		BDREFUND	NELJO LLC	250.00
308916	*	004827	NICK'S MAINTENANCE SERVICE	10,700.00
308917	*	009261	NICOLSON ASSOCIATES INC	4,195.00
308918	*	001686	OAKLAND CO CLERKS ASSOC	50.00
308919	*	000477	OAKLAND COUNTY	565,056.67

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
308920		000678	OCLC, INC.	18.26
308921		BDREFUND	ONS INVESTMENTS LLC	2,500.00
308922		MISC	OOMA AR CHANNEL	1,901.13
308923		006785	OVERDRIVE, INC.	21,530.94
308924	*	009856	PENS.COM	1,161.35
308925		007588	PERMACARD	618.45
308926	*	008323	JOHN PETERS	200.00
308927		BDREFUND	PINSON AND STORIA FAMILY TRUST	100.00
308928		009612	PLAYAWAY PRODUCTS LLC	421.33
308929		BDREFUND	PRIME HOME REMOD LLC	100.00
308930	*	009951	PRINTMASTERS	730.00
308931		BDREFUND	PRO HOME IMPROVEMENT INC	100.00
308932		007252	RAY WIEGAND'S NURSERY INC.	1,461.18
308933		BDREFUND	renewal by anderson	500.00
308934	*	009949	SMALL LAW PLLC	691.20
308935	*	010209	RISON CONSTRUCTION	40,628.64
308936		BDREFUND	ROBERT HARPSTER	100.00
308937		BDREFUND	ROOF ONE LLC	100.00
308938	*	002806	SAM'S CLUB/SYNCHRONY BANK	849.95
308939	*	007142	SHERWIN-WILLIAMS COMPANY	120.97
308940		BDREFUND	SIGN-A-RAMA	300.00
308941		BDREFUND	SIGNARAMA ALLEN PARK	200.00
308942	*	009009	SIGNATURE CLEANING LLC	634.00
308943		BDREFUND	SIGNS BY TOMORROW INC, R.O.	200.00
308944		BDREFUND	SINGEL PLUMBING CO	250.00
308945		BDREFUND	SINGLE PLY INTERNATIONAL OF MI	100.00
308946	*	008073	SITEONE LANDSCAPE SUPPLY, INC	1,023.79
308947	*	009964	STAGE2 DATA INC.	856.80
308948	*	010229	STEVEN HOYER	500.00
308949		BDREFUND	STEVEN JAMES OLSON	100.00
308950		BDREFUND	STRAIGHTLINE HOME IMPROVEMENT	200.00
308951		BDREFUND	STRAWBERRY SOLAR	200.00
308952	*	001076	TAYLOR FREEZER OF MICH INC	325.00
308953		BDREFUND	TERRANCE ALLEN MRACHINA	100.00
308954	*	MISC	THE PIN CENTER	353.00
308955		BDREFUND	TRADESMEN INSTALLERS	100.00
308956	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	2,009.96
308957	*	010172	VERTICAL SUPPLY GROUP INC	1,282.99
308958	*	000158	VERIZON WIRELESS	459.62
308959	*	000158	VERIZON WIRELESS	98.50
308960	*	000158	VERIZON WIRELESS	80.08
308961		006491	VILLAGE AUTOMOTIVE INC	730.62
308962		BDREFUND	VOA CONSTRUCTION	100.00

City of Birmingham
Warrant List Dated 04/22/2026

Check Number	Early Release	Vendor #	Vendor	Amount
308963		009026	WELLS FARGO VENDOR FIN SERV	840.49
308964		BDREFUND	WILLIAMS, DEBRA GAIL	100.00
308965		BDREFUND	WINDOW PRO HOLDINGS LLC	500.00
308966		005112	WOLVERINE FREIGHTLINER-EASTSIDE INC	1,197.49
			SUBTOTAL PAPER CHECK	$782,017.36
ACH TRANSACTION				
15712	*	003858	ADVANCED LIGHTING & SOUND INC	590.00
15713		003708	AIRGAS USA, LLC	523.50
15714	*	001797	ALLEGRA MARKETING, PRINT, MAIL	210.34
15715	*	001357	ART/DESIGN GROUP LTD	702.25
15716	*	010056	BEAUCHAMP WATER TREATMENT SOLUTIONS	376.00
15717	*	000517	BEIER HOWLETT P.C.	1,366.50
15718	*	007345	BEVERLY HILLS ACE	24.26
15719		009215	BOONES EXPRESS LLC	4,725.00
15720	*	007359	BRADY INDUSTRIES	896.60
15721		008545	JAIMI BROOK	21.76
15722	*	009326	CAPFINANCIAL PARTNERS, LLC	23,870.25
15723	*	009396	CECILIA QUIRINDONGO BAUNSOE	768.00
15724	*	009122	CLAIRE CHUNG	331.25
15725	*	007835	SARAH CHUNG	800.00
15726		000605	CINTAS CORPORATION	232.18
15727		000605	CINTAS CORPORATION	292.92
15728	*	000605	CINTAS CORPORATION	8.95
15729		009840	THOMAS S. KLISE COMPANY, INC	290.45
15730		009873	D/A CENTRAL INC.	10,761.29
15730	*	009873	D/A CENTRAL INC.	9,527.79
15731		009181	DELTA TEMP SERVICES INC	394.58
15731	*	009181	DELTA TEMP SERVICES INC	1,195.50
15732	*	000565	DORNBOS SIGN & SAFETY INC	1,989.43
15733	*	009387	FRAIBERG & PERNIE PLLC	111.48
15734	*	007807	G2 CONSULTING GROUP LLC	1,154.50
15735	*	004604	GORDON FOOD	526.48
15736	*	000243	GRAINGER	230.93
15737		007927	MICHELLE HOLLO	708.75
15738	*	000331	HUBBELL ROTH & CLARK INC	504.00
15739		000261	J.H. HART URBAN FORESTRY	72,791.51
15739	*	000261	J.H. HART URBAN FORESTRY	1,971.60
15740	*	003458	JOE'S AUTO PARTS, INC.	751.22
15741	*	008827	KANOPY, INC	465.80
15742	*	009392	LAMB LEGAL CONSULTING SERVICES	512.00
15743	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,728.00
15744	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,331.20
15745	*	005550	LEE & ASSOCIATES CO., INC.	6,330.31

City of Birmingham
Warrant List Dated 04/22/2026

Check Number	Early Release	Vendor #	Vendor	Amount
15746		009663	MACQUEEN EQUIPMENT, LLC	1,926.76
15747		002013	MIDWEST TAPE	9,679.00
15748	*	010019	NARGIZ NESIMOVA, PLLC	665.60
15749		001194	NELSON BROTHERS SEWER	413.00
15749	*	001194	NELSON BROTHERS SEWER	606.00
15750		010015	NEUMANN/SMITH ARCHITECTURE	463.48
15751		001864	NOWAK & FRAUS ENGINEERS	68,077.00
15752	*	010154	PERNIE, ERIC	1,190.40
15753		000486	PLANTE & MORAN PLLC	1,267.50
15754	*	001181	ROSE PEST SOLUTIONS	397.00
15755	*	003785	SIGNS-N-DESIGNS INC	817.00
15756	*	001097	SOCWA	116,092.87
15757	*	004379	TURNER SANITATION, INC	2,770.00
15758	*	009266	US SIGNAL COMPANY LLC	5,975.23
15759	*	000298	VESCO OIL CORPORATION	230.50
15760		000666	NATIONAL LADDER & SCAFFOLD	351.80
15761		010085	ZYNNOVATION LLC	1,713.79
			SUBTOTAL ACH TRANSACTION	$361,653.51
			GRAND TOTAL	$1,143,670.87

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



Mary Chavez
Finance Director/ Treasurer

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

MEMORANDUM

City Clerk's Office

DATE: April 27, 2026

TO: Jana Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: Cogs & Kegs

INTRODUCTION:

The Michigan Men's Health Foundation ("MMHF") has submitted a special event application to hold the Cogs & Kegs event on June 15, 2026. The event begins at 5:30 p.m. and concludes at 10:00 p.m. Set up for the event is scheduled for June 15, 2026 starting at 10:00 a.m. and tear down begins as the event winds down and concludes at 10:30 p.m.

BACKGROUND:

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

Cogs and Kegs is a casual bike ride event to raise awareness and funds for men's health advocacy in conjunction with the MMHF. MMHF is dedicated to men's health advocacy and awareness, education, research and treatment of prostate cancer and men's health related issues. There will be two routes, a 30-mile and a 10-mile bike ride. Post-ride activities will take place in the Lincoln Yard parking lot.

LEGAL REVIEW:

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

FISCAL IMPACT:

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

SUSTAINABILITY:

There are no sustainability considerations for this event.

DESIGN CONSIDERATIONS:

There are no design considerations for this event.

PUBLIC COMMUNICATIONS:

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

SUMMARY:

The City Commission is being asked to approve a special event permit for the Cogs & Kegs event to be held on June 15, 2026 from 5:30 p.m. to 10:00 p.m., with set up for the event scheduled for 10:00 a.m. and tear down concluding at 10:30 p.m.

ATTACHMENTS:

1. Cogs and Kegs Application
2. MMHF Cogs and Kegs Notification
3. Approval Page

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a special event permit as requested by the Michigan Men's Health Foundation to hold the Cogs & Kegs event on June 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.

RECEIVED
MAR 11 2026
11:56 AM
CLERK'S OFFICE

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

***Additional fees may apply for: police, public services, fire, permits, etc.**

(Please print clearly or type)

Date of Application 3/6/26

Name of Event Cogs & Kegs

Detailed Description of Event (attach additional sheet if necessary) Cogs & Kegs is a bike ride event that begins and ends at Lincoln Yard. There is a 30-mile route and a 10-mile route, and both options include dinner at Lincoln Yard when the rides are finished.

Location Lincoln Yard, 2159 E. Lincoln St

Date(s) of Event 6/15/26 Hours of Event 5:30p-10p

Date(s) of Set-up 6/15/26 Hours of Set-up 10a-5:30p

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

Date(s) of Tear-down 6/15/26 Hours of Tear-down 9-10:30p

Organization Sponsoring Event Michigan Men's Health Foundation

Organization Address 419 Golf View Lane, Rochester, MI 48309

Organization Phone 855-664-3576

Contact Person Andrea Hamilton

Contact Phone 313-806-7761

Contact Email andrea@MI-MHF.org

Retention: Active +1 year

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

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

What parking arrangements will be necessary to accommodate attendance?

Describe Attendees can park in the lots surrounding Lincoln Yard as well as parks and street parking.

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

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

Describe 20-30 across Foundation staff, volunteers, and law enforcement from multiple agencies

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

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

Describe 2 officers requested to help with traffic hold at Maple & Eton as well as escort the rides.

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

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

13. Will music be provided? YES ☑ NO ☐

_____Live X_____Amplification _____ _____Loudspeakers

Recorded Time music will begin 5:30p

Time music will end 9:30p

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

Retention: Active +1 year

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables	0	6 for $800.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	0	$10.00 each includes 1 bag For additional bags, the cost is $45 per case, 100 bags per case	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	0	$400.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	0 # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	0	$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	6	3- 10x10, 3- 20x40
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

Retention: Active +1 year

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Cogs & Kegs

EVENT DATE 6/15/26

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

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

Andrea L Hamilton 3/5/26

Signature Date

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

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

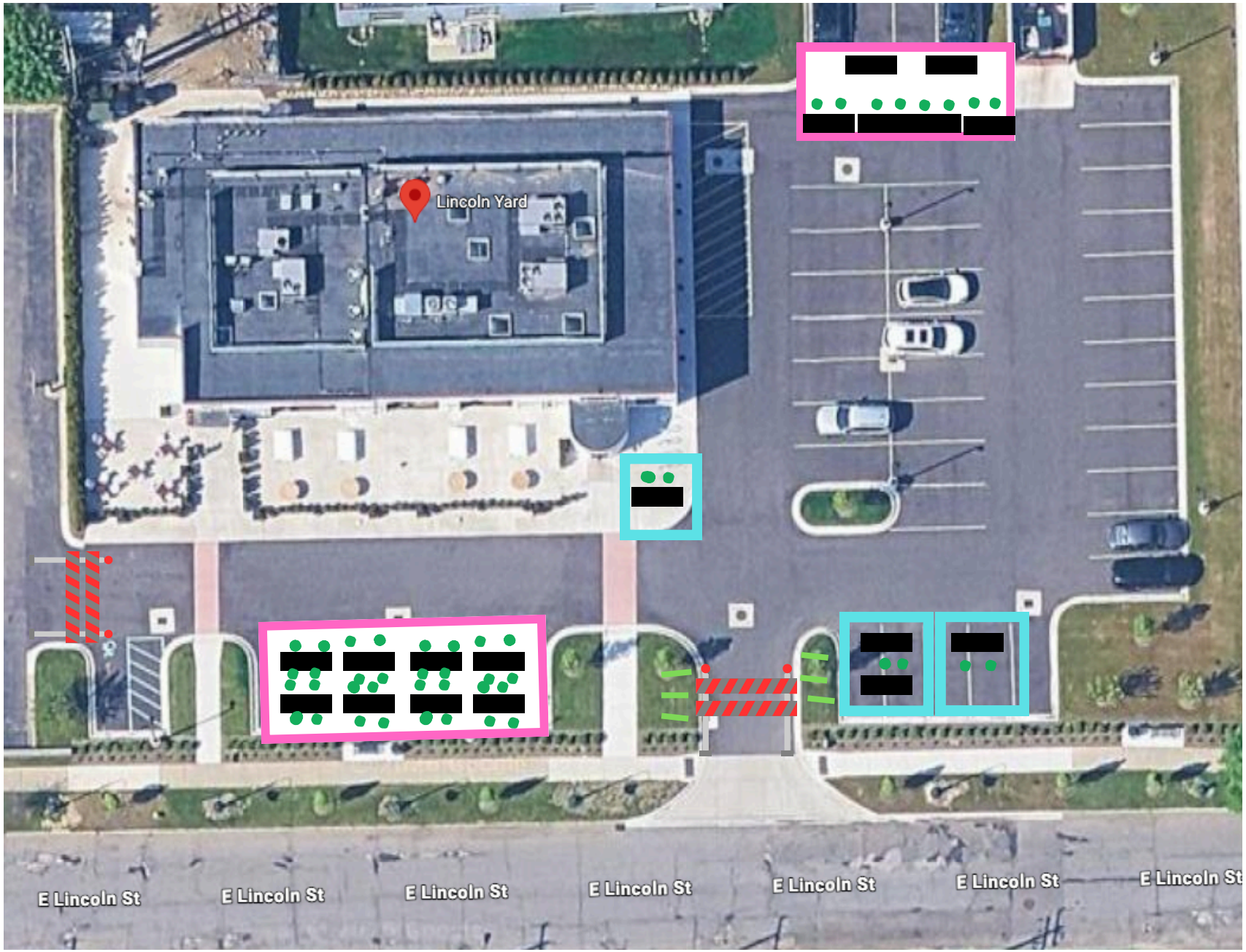
V. Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)

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

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

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

Retention: Active +1 year



8 ft table

20x40 Rental Tent

10x10 Tent (Foundation Provided)

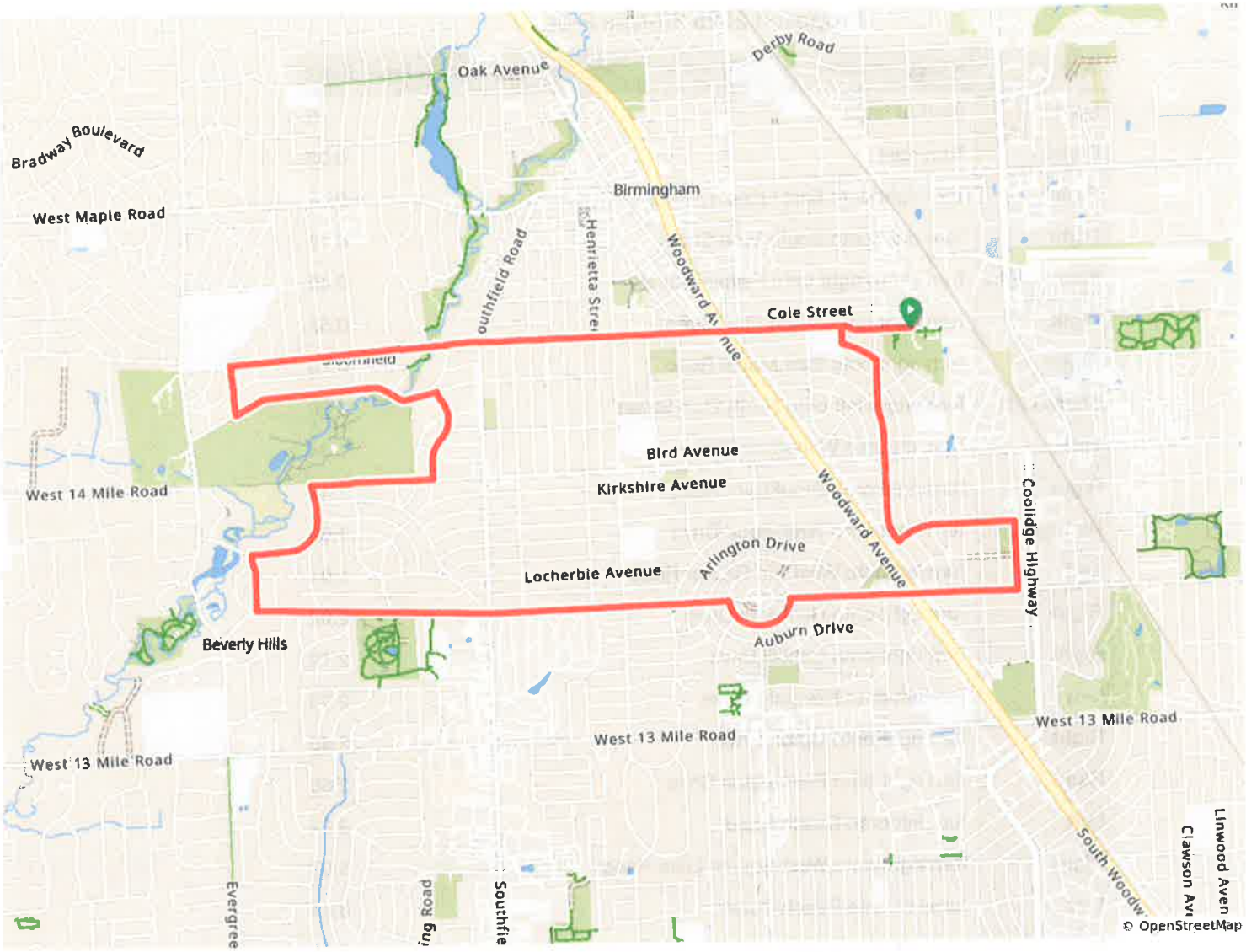
Traffic Barrier

Chairs

18"x24" Signs

Proposed 2025 10-Mile Ride Map

Type	Notes	Distance (miles) From Start
Start	Start of route	0
Right	Turn right onto East Lincoln Street	0.00
Slight Right	Keep right onto West Lincoln Street	1.59
Slight Right	Keep right onto West Lincoln Street	1.88
Left	Turn left onto Golfview Boulevard	2.52
Sharp Left	Turn sharp left onto Northlawn Boulevard	2.70
Right	Turn right onto Latham Street	3.48
Right	Turn right onto Saxon Drive	3.83
Slight Right	Turn slight right onto Riverside Drive	4.37
Left	Turn left onto Chelsea Place	4.72
Slight Left	Keep left onto Warwick Street	4.74
Slight Right	Keep right onto Weston Drive	4.78
Left	Turn left onto Beverly Road	4.93
Slight Right	Keep right onto Beverly Road	6.30
Sharp Left	Turn sharp left onto Beverly Road	6.47
Right	Turn right onto Verona Circle	6.70
Right	Turn right onto Normandy Road	7.02
Left	Turn left onto Normandy Road	7.56
Left	Turn left onto Mandalay Avenue	7.86
Right	Turn right	8.11
Right	Turn right onto Mandalay Avenue	8.11
Left	Turn left onto Nakota Road	8.12
Left	Turn left	8.56
Sharp Left	Turn sharp left onto Nakota Road	8.56
Right	Turn right onto Cooper Avenue	8.57
Slight Right	Keep right onto Cooper Avenue	8.62
Left	Turn left onto West Melton Road	9.26
Right	Turn right onto Taunton Road	9.39
Right	Turn right onto East Lincoln Street	9.46



Cogs & Kegs 2025 10 Mile Route (Lincoln Yard)

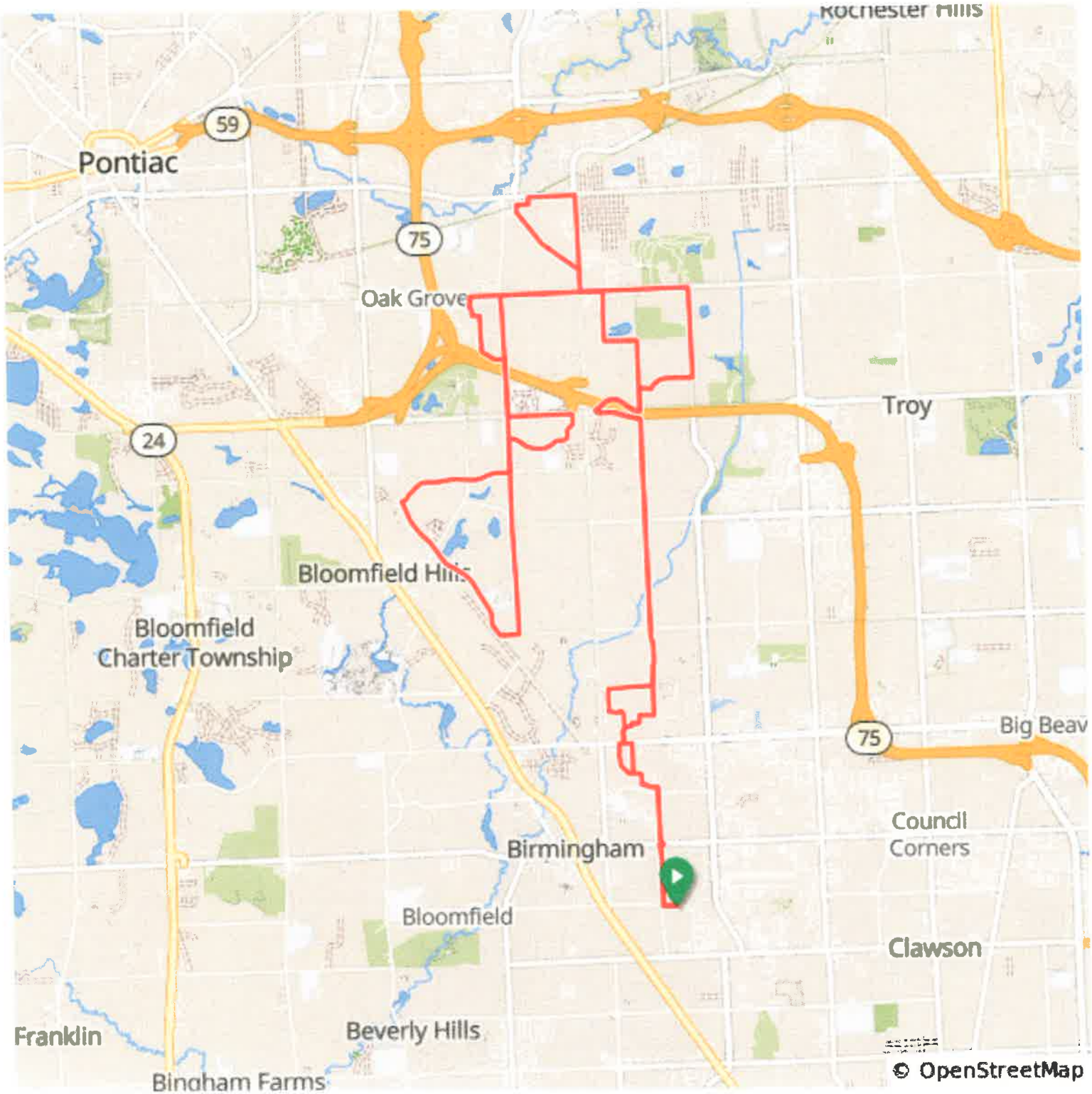
9.7 mi
DISTANCE

174 ft
ELEVATION GAIN

2.4 %
MAX GRADE



Left	Turn left onto Brandywine Drive	11.64
Left	Turn left onto Shaker Heights Drive	11.74
Left	Turn left onto Shaker Heights Court	11.83
Right	Turn right onto Squirrel Valley Drive	11.90
Right	Turn right onto Squirrel Road	12.46
Right	Turn right onto Westview Road	13.50
Left	Turn left onto Kensington Road	14.59
Left	Turn left onto West Wattles Road	16.16
Left	Turn left onto Squirrel Road	16.33
Straight	Continue onto Squirrel Road	17.38
Right	Turn right onto Lenox Road	18.15
Slight Right	Turn slight right onto Romney Road	18.65
Slight Left	Keep left onto Lenox Road	18.65
Left	Turn left onto Vhay Lane	18.73
Left	Turn left onto East Square Lake Road	18.98
Right	Turn right onto Squirrel Road	19.58
Right	Turn right onto South Boulevard	20.69
Right	Turn right onto Coolidge Highway	22.43
Right	Turn right onto Chalgrove Drive	23.26
Slight Left	Turn slight left onto Glyndebourne Drive	23.60
Right	Turn right onto Charnwood Drive	23.69
Left	Turn left onto Beach Road	23.80
Right	Turn right onto West Square Lake Road	24.00
Left	Turn left onto Arlund Way Road	24.48
Right	Turn right onto Hampton Lane	27.64
Left	Turn left onto Wendover Street	27.78
Left	Turn left onto Myddleton Drive	27.92
Right	Turn right onto Wendover Road	27.95
Left	Turn left onto Oakhill Drive	28.02
Left	Turn left onto Henhawk Drive	28.07
Right	Turn right onto West Big Beaver Road	28.17
Left	Turn left onto Brooklawn Road	28.21


Rochester Hills
59
Pontiac
75
Oak Grove
Troy
24
Bloomfield Hills
Bloomfield
Charter Township
75
Big Beav
Council
Corners
Birmingham
Bloomfield
Clawson
Franklin
Beverly Hills
Bingham Farms
© OpenStreetMap

A SPECIAL THANKS TO

Birmingham Police Department

MICHIGAN MEN'S HEALTH FOUNDATION

Sample Sign 24" x 18"

MICHIGAN
MEN'S HEALTH
FOUNDATION

419 Golf View Lane ⚜ Rochester, MI 48309
855-66-HELP-MEN ⚜ www.MIMensHealthFoundation.org ⚜ info@MI-MHF.org

HOLD-HARMLESS AGREEMENT

"To the fullest extent permitted by law, the **Michigan Men's Health Foundation** and any entity or person for whom the **Michigan Men's Health Foundation** is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this activity/event. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham."

Andrea L Hamilton
Applicant's signature

3/5/26
Date

BOARD MEMBERS
Ken Bloom Thomas Boike, M.D. Lawrence M. Elkus Dennis Fair Jason Hafron, M.D. Jaclynn Hawkins, MSW, Ph.D.
Mike Lafavore Michael D. Lutz, M.D. Jordan Maier, M.D. Bill Payne William Plies Kristofer Stimac Conrad Tobert, M.D.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2025

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

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

PRODUCER
AssuredPartners of Michigan
13900 Lakeside Circle
Sterling Heights MI 48313

CONTACT NAME: Cheryl Schaefer
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: cheryl.schaefer@assurdpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United States Liability Insurance Co	25895
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Michigan Men's Health Foundation
419 Golf View Lane
Rochester MI 48309

COVERAGES **CERTIFICATE NUMBER:** CL2552045020 **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			NBP1552572K	05/23/2025	05/23/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Re: Cogs & Kegs Event - June 15, 2026

Additional Insured is included per policy form BP 04 48 01 06

Additional Insureds: The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insured, whether said other available coverage be primary, contributory or excess. The

CERTIFICATE HOLDER
City of Birmingham
151 Martin St
Birmingham MI 48009

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

AUTHORIZED REPRESENTATIVE

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MICHIGAN
MEN'S HEALTH
FOUNDATION

419 Golf View Lane ᛉ Rochester, MI 48309
855-66-HELP-MEN ᛉ www.MIMensHealthFoundation.org ᛉ info@MI-MHF.org

March 6, 2026
«First_Owner_Name»
«Postal_Address», «Postal_City_Postal_State_Postal_Zip_5»

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

EVENT INFORMATION

NAME OF EVENT: Cogs & Kegs
LOCATION: Lincoln Yard/Little Yard, 2159 E. Lincoln, Birmingham

DATE(S) OF EVENT: 6/15/26 **HOURS OF EVENT:** 5:30pm – 10pm
BRIEF DESCRIPTION OF EVENT/ACTIVITY: Cogs & Kegs is a bike ride event with 2 routes, both beginning and ending at Lincoln Yard. All activities before and after the rides will take place inside Lincoln Yard and the attached parking lots. There will be NO road or sidewalk closures for the duration of the event, only brief traffic holds as the rides pass by.

DATE(S) OF SET-UP: 6/15/26 **HOURS OF SET-UP:** 10AM-5PM
DATE(S) OF TEAR-DOWN: 6/15/26 **HOURS OF TEAR-DOWN:** 9PM-10:30PM

DATE OF CITY COMMISSION MEETING: April 27, 2025
The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. You may also attend virtually through Zoom: https://zoom.us.com/j/655079760 Meeting ID: 655 079 760. **A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880).** Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Michigan Men's Health Foundation
ADDRESS: 419 Golf View Lane, Rochester, MI 48309 **PHONE:** 855-664-3576

FOR QUESTIONS ON DAY OF EVENT, CONTACT: Andrea Hamilton 855-664-3576

BOARD MEMBERS
Ken Bloom Thomas Boike, M.D. Lawrence M. Elkus Dennis Fair Jason Hafron, M.D. Jaclynn Hawkins, MSW, Ph.D.
Mike Lafavore Michael D. Lutz, M.D. Jordan Maier, M.D. Bill Payne William Plies Kristofer Stimac Conrad Tobert, M.D.

Mailing List for Letters

Parcel Identification Numbe	First Owner Name		Postal Address	Postal City Postal State Postal Zip 5
PNUM: 2031252006	2182 COLE LLC		2182 COLE AVE	BIRMINGHAM, MI 48009
PNUM: 2031401007	LINCOLN RAIL LLC		2125 E LINCOLN AVE	BIRMINGHAM, MI 48009
PNUM: 2031403028	CITY OF BIRMINGHAM		PO BOX 3001	BIRMINGHAM, MI 48012
PNUM: 2031401008	2159 E LINCOLN LLC		90 N MAIN ST	CLARKSTON, MI 48346
PNUM: 2031252007	COLE BUSINESS CENTER IV LLC		PO BOX 414	TROY, MI 48099
PNUM: 2031401003	DONALD H BAILEY TRUST		4141 N ATLANTIC BLVD	AUBURN HILLS, MI 48326
PNUM: 2031252008	2300 COLE STREET LLC		355 S OLD WOODWARD AVE STE	BIRMINGHAM, MI 48009
PNUM: 2031252010	LPH VENTURES III LLC		PO BOX 668	TROY, MI 48099
PNUM: 2031251011	COLE BUSINESS CENTER LLC		PO BOX 414	TROY, MI 48099
PNUM: 2031251012	COLE BUSINESS CENTER LLC		PO BOX 414	TROY, MI 48099

FY 13711859.3.2-2

MICHIGAN MEN'S HEALTH FOUNDATION

419 Golf View Lane ⚜ Rochester, MI 48309
855-66-HELP-MEN ⚜ www.MIMensHealthFoundation.org ⚜ info@MI-MHF.org

CITY OF BIRMINGHAM
PO BOX 3001, BIRMINGHAM, MI 48012

April 2, 2026

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

EVENT INFORMATION

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DATE(S) OF SET-UP: 6/15/26 **HOURS OF SET-UP:** 10AM-5PM
DATE(S) OF TEAR-DOWN: 6/15/26 **HOURS OF TEAR-DOWN:** 9PM-10:30PM

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A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Michigan Men's Health Foundation
ADDRESS: 419 Golf View Lane, Rochester, MI 48309 **PHONE:** 855-664-3576

FOR QUESTIONS ON DAY OF EVENT, CONTACT: Andrea Hamilton 855-664-3576

BOARD MEMBERS
Ken Bloom Thomas Boike, M.D. Lawrence M. Elkus Dennis Fair Jason Hafron, M.D. Jaclynn Hawkins, MSW, Ph.D.
Mike Lafavore Michael D. Lutz, M.D. Jordan Maier, M.D. Bill Payne William Plies Kristofer Stimac Conrad Tobert, M.D.

DEPARTMENT APPROVALS

EVENT NAME: Cogs & Kegs
LICENSE NUMBER # 26-00013307
COMMISSION HEARING DATE: April 27, 2026
NOTE TO STAFF: Please submit approval by 04/13/26
DATE OF EVENT: June 15, 2026

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Applicant must obtain directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING **101.0-000.000.636.0005** 248.530.1850	MJM	No other department involvement besides tent inspections covered by permit fee for tents. Please apply at the Building Department.	Tent permit required for 3 tents over 400sqft.	$0	
FIRE **101.0-000.000-636.0004** 248.530.1900	JS	See City Event Bulletin in attachments		$0.00	
POLICE **101.0-000.000.636.0003** 248.530.1870	RK	2 officers assigned to the event—Will direct traffic as participants begin their ride, assisting them through Maple/S Eton. Officers will fall in behind to tail the ride, but will not lead through other jurisdictions. Barricades will be placed at two entrance/exit locations of Lincoln yard lot.		$700.00	
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	BM	The applicant is requesting using the parking lot at Kenning Park. Forty parking spots will be blocked for the event and staff will be monitoring the area. The Birmingham Ice Sports Arena is open year around and activities will be occurring that day from 8am-11pm, baseball will be utilizing the baseball diamonds from 5pm-9pm, and the Birmingham Racquet Club is open as well.		$500.00	

		*Also note Forest Hills Swim Club will be operating.			
ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	The City has proposed construction on Lincoln west of Southfield (concrete spot repairs) and Northlawn west of Southfield (cape seal). We have let the contractors know to either complete all work before this event or start work after this event.	Obstruction Permit	$100.00	
PARKING	AF	None	None	$0	$0
INSURANCE 248.530.1807		Need to submit COI no less than 2 weeks prior to event Need to submit Hold Harmless Agreement	None	0	0
CLERK **101.0-000.000-614.0000** 248.530.1803		Notification letters to be mailed by applicant no later than ___. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than ____.	165.00	165.00
			TOTALS: Estimated and Actual Costs	**$1465.00**	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

MEMORANDUM

Birmingham Museum

DATE: April 27, 2026

TO: Jana Ecker, City Manager

FROM: Leslie Pielack, Museum Director

SUBJECT: Birmingham Museum Landscape Improvements: Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park Contract Award and CDBG Required Resolution

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INTRODUCTION:

Phase 3 of the Birmingham Museum Landscape Improvements will continue the phased implementation of the 2018 Birmingham Museum Landscape Master Plan. This phase will bring barrier free access from the previously installed ADA parking space on Willits to the pond area via a boardwalk and path, permitting greater public access and utilization of the pond area of the John West Hunter Park. A portion of the project will be funded by Community Development Block Grant (CDBG) funds, and the remainder with funds from the Capital Improvements Fund. A budget amendment is needed to complete the contract. A resolution by the Commission is also required by Oakland County to comply with its requirements regarding the use of CDBG funds.

BACKGROUND:

In 2018, the City Commission approved the Birmingham Museum Landscape Master Plan. The goal of the plan is to preserve the natural landscape and historic structures while also providing barrier free access and scenic views of the pond and Rouge River. To accomplish these improvements, the plan divides the museum site into four zones (Heritage, Transition, Pond, and Woodland) with separate implementation objectives.

Heritage Zone improvements were the first priority and were completed in 2020. They created garden beds and a sign for the plaza between the Hunter and Allen houses. Pond Zone improvements were the next priority and are currently underway. They are subdivided into four phases that focus on ADA/barrier free access around the pond and across the lower grounds to Rouge River trails. Phases 1 & 2 were completed in 2024 and created an ADA parking space and path along Willits. Phase 3 improvements were planned earlier in fiscal year 2025-2026 but were delayed awaiting a necessary permit from Michigan Department of Environment, Great Lakes and Energy (EGLE), which was recently received.

Phase 3 will provide access from the ADA parking spot on Willits to a barrier free limestone path on the east side of the pond and around to a patio on the south side that leads to a boardwalk

along the pond shore. This design incorporates elements of the original pool walls created by the Allens in 1928 when the house was built. It preserves the historic features of concrete wall remnants, has minimal impact on the pond and wetlands, and will continue to provide natural habitat for birds and wildlife. Phase 4 is the final phase of Pond Zone improvements and will extend the barrier free path to a seating area with an overlook to the Rouge River and nearby trail access.

Two qualified bids were received for this project:

Company	Bid amount
Dave's Contracting, Inc.	$238,069
Major Contracting, Inc.	$342,954

Staff recommend awarding the bid to Dave's Contracting, Inc. as the lowest qualified bid from a contractor with past experience at this site and knowledgeable with CDBG funding requirements.

LEGAL REVIEW:
The City Attorney reviewed and approved the RFP and contract language used for bidding this project. The City Attorney has no objections to the suggested Commission action.

FISCAL IMPACT:
The total estimated construction cost of the Phase 3 Barrier Free Boardwalk and Path project at the John West Hunter Park is $238,069. Currently, $28,950 is budgeted for barrier free improvements in the CDBG Fund for fiscal year 2025-2026, but $79,929 is available to spend for this project from previous years. There is $97,990 budgeted in the 2025-2026 Capital Projects fund for Museum Public Improvements. A budget amendment is needed to approve the expenditure of an additional $60,150 in the Capital Projects fund to complete the project.

Funding is provided as follows:

CDBG Barrier Free Improvements	285.0-694.000-836.0100	contract amount:	$79,929
Capital Projects-Museum	403.0-901.804-981.0100	contract amount:	$158,140
Total Construction Costs		total amount:	$238,069

SUSTAINABILITY:
This project required a permit from the State of Michigan Environment, Great Lakes, and Energy due to the pond's connection to the Rouge River and incorporates protective measures to the pond area accordingly. The project design incorporates sustainability elements in the Birmingham Museum Landscape Master Plan to preserve the historic features of the pond, its natural beauty, and to minimize environmental impact.

DESIGN CONSIDERATIONS:
Project design incorporates Secretary of the Interior Standards for historic sites and sustainable design features for the landscape as well as ADA requirements. The implementation of the phased improvements have been reviewed and coordinated with the City's Parks and Engineering staff and with consulting engineer Anderson, Eckstein & Westrick. The State Historic Preservation Office has reviewed the project through the Section 106 Review process and has found no negative effect.

PUBLIC COMMUNICATIONS:
The Birmingham Museum Landscape Master Plan and phased park improvements was presented to the public and to the Parks and Recreation Board during development and is available on the museum's website.

SUMMARY:
Implementing Phase 3 of the John West Hunter Park improvements will expand public and ADA access to natural beauty areas of the park with environmentally low impact barrier free paths and a boardwalk and patio near the pond. The project will meet the requirements of EGLE to protect the wetlands and the Rouge River water resource while enhancing the park's historic and natural resources.

ATTACHMENTS:
1. 20260427 Phase 3 Barrier Free Project Agreement - Dave's Contracting, Inc

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to award the Phase 3 Barrier Free Boardwalk and Path at the John West Hunter House to Dave's Contracting, Inc. in the amount of $238,069. In addition to authorize the Mayor and Clerk to sign the agreement on behalf of the City with Dave's Contracting Inc. contingent upon execution of the agreement and meeting all the insurance and bond requirements; and further to appropriate and amend the 2025-2026 City Commission budget as follows:

Community Development Block Grant Fund

Revenues

285.0-000.000-522.0000	CDBG Grant	$50,979

Expenditures

285.0-694.000.836.0100	Barrier Free Improvements	$60,150

Capital Projects Fund

Revenues

403.0-000.000-400.0000	Draw From Fund Balance	$60,150

Expenditures

403-0-901.804.981.0100	Capital Projects-Museum	$60,150

BIRMINGHAM
A WALKABLE CITY

REQUEST FOR PROPOSALS
Phase 3-Barrier Free Boardwalk and Path
John West Hunter Park/Birmingham Museum

Sealed proposals endorsed **"PHASE 3 BARRIER FREE BOARDWALK AND PATH, JOHN WEST HUNTER PARK/BIRMINGHAM MUSEUM"**, will be received at the **Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009**; until **Thursday, April 16, 2026 at 11:00 AM** after which time bids will be publicly opened and read.

Bidders will be required to attend a **mandatory pre-bid meeting** on site on **Friday, March 20, 2026 at 11:00 AM** at the Birmingham Museum, located at 556 W. Maple, Birmingham, MI 48009. Bidders **must register for the pre-bid meeting by 3:00 PM Wednesday, March 18, 2026** by contacting **Leslie Pielack at 248-530-1682 or lpielack@bhamgov.org.**

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish all materials, necessary equipment and perform all required work necessary for the Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park/Birmingham Museum project**.** This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

ATTENTION:

This is a Federally Funded project.

The Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Build America, Buy America Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents. Bids will be awarded to the lowest responsible and responsive bidder. The City reserves all rights to determining the best qualified bidder. This municipality is an equal opportunity employer, businesses owned by women or minorities are strongly encouraged to bid.

The RFP, including the Specifications and required federal documents, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or from Leslie Pielack at lpielack@bhamgov.org.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN: Friday, February 20, 2026

Mandatory Pre-Bid Meeting:	**Friday, March 20, 2026 at 11:00 AM** Birmingham Museum 556 W. Maple, Birmingham, MI 48009 **Register by Wednesday, March 18, 2026 by 3:00 PM** Leslie Pielack, 248-530-1682 or lpielack@bhamgov.org
Deadline for Submissions:	**Thursday, April 16 at 11:00 AM**
Contact Person:	Leslie Pielack, Museum Director 556 W. Maple Road, Birmingham, MI 48009 Phone: 248-530-1682 Email: lpielack@bhamgov.org
Sealed Bids Submitted to:	**Office of the City Clerk** **151 Martin Street, Birmingham, MI 48009**

REQUEST FOR PROPOSALS
Phase 3-Barrier Free Boardwalk and Path,
John West Hunter Park/Birmingham Museum

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INTRODUCTION

For purposes of this request for proposals, the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Contractor."

The Birmingham Museum property consists of two buildings within in the John West Hunter Park, located at 556 W. Maple Rd. and the Hunter House, located at 550 W. Maple Rd. in the city of Birmingham, MI 48009. The property consists of approximately 3 ½ acres and is bounded on the south by Maple Road, on the west by the Rouge River, and on the north by Willits Street. The project location is at the north boundary along Willits Street. The City of Birmingham wishes to construct improvements to the north portion of the John West Hunter Park, located at the Birmingham Museum in the City of Birmingham, (identified as Phase 3) to provide for a walking path, decorative patio and boardwalk near a spring fed pond and pool to provide barrier free access to the north portion of the John West Hunter Park.

At this time, the City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors to furnish all materials, necessary equipment and to perform all required work necessary for Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park/Birmingham Museum located on the property of the Birmingham Museum at 556 W. Maple, Birmingham, MI 48009. The purpose of this RFP is to request sealed bid proposals from qualified parties. The bid shall include presentation of qualifications, capabilities and costs for performing the work for the Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park/Birmingham Museum project, in accordance with the specifications outlined by the Scope of Work contained in this RFP.

During the evaluation process, the City's best interest will be served and the City reserves the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

This is a Federally Funded project. The Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Build America, Buy America Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents. Contract will be awarded to the most responsive and responsible bidder with the lowest price. The City reserves all rights to determining the best qualified bidder.

It is anticipated the selection of a firm will be completed by late April, 2026. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein as **Attachment A.** Contract services will commence upon execution of the service agreement by the City.

This work must be performed as specified and in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location and to make inquiries about the RFP. Federal forms will be made available at the pre-bid meeting and questions about federal requirements will be addressed at that time. **Bidders will be required to attend a mandatory pre-bid meeting on Friday, March 20, 2026 at 11:00 AM** at the Birmingham Museum, located at 556 W. Maple, Birmingham, MI 48009. **Bidders must register for the pre-bid meeting by Wednesday, March 18, 2026 by 3:00 PM** by contacting Leslie Pielack at 248-530-1682 or lpielack@bhamgov.org.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Thursday, April 16, 2026 at 11:00 AM** to:

City of Birmingham, Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) electronic copy on disk or flash drive and one (1) hard copy of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, endorsed **"Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park/Birmingham Museum."** Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the proposer. Respondents may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.

2. Any request for clarification of this RFP shall be made in writing and delivered via email to: **Leslie Pielack at lpielack@bhamgov.org**. Such request for clarification shall be delivered in writing no later than **11:00 AM, Wednesday, April 8, 2026** and must contain in their subject line "Request for Clarification." All inquiries received will be answered and posted on **MITN by 1:00 PM, Friday, April 10, 2026.**

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the bidder.

4. The contract will be awarded by the City of Birmingham at our sole discretion, to the most qualified, responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.

5. Each bidder shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

6. Each bidder shall include in their proposal the following information: Bidder name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

7. As a requirement of Oakland County and of the City of Birmingham, each bidder shall include in their proposal a bid guarantee from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

FEDERAL REQUIREMENTS

This is a Federally Funded project. The selected Contractor and Subcontractors on this project must comply with HUD contract provision 24CFR part 85.36(i), the Davis-Bacon Act; and Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Build America, Buy America Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations. **Contract will be awarded to the most responsive and responsible bidder with the lowest price. The City reserves all rights to determining the best qualified bidder.** This municipality is an equal opportunity employer; businesses owned by women or minorities are strongly encouraged to bid.

Once a Contractor has been selected for this project, there are federal documents that **must** be filled out correctly. The federal documents that convey the minimum wage rates that must be paid to laborers and mechanics, as well as other federal requirements for this project are included as **Attachment G.**

The successful bidder must complete the following and comply with federal requirements regarding:

1. "Notice To All Employees" SIGN (WH1321)
2. Build America, Buy America (BABA) Language in Agreements
3. BABA Checklist for CDBG Infrastructure Projects
4. Agreement of the Prime Contractor
5. Contractor Certification
6. Sub-Contractor Certification
7. Certified Payroll Form (WH-347) & Statement of Compliance
8. Payroll Reporting Instructions
9. Employee Interview Form
10. *Davis Bacon Prevailing Wage Decision
11. HUD 4010 Labor Relations letter
12. EEO Executive Order 11246

13. Section 3 Requirements
14. Ethnic Ownership Report
15. HUD Contract Provisions
16. Bonding Requirements
17. Sworn Statement
18. Full Unconditional Waiver
19. Labor Standards Compliance Requirements for Self-Employed Laborers & Mechanics
20. Section 3 Contractor Report
21. Section 3 Employee Income Certification Form
22. Inadvertently Uncovering Remains

Note: *The wage decision does not include an expiration date, but may be modified or superseded prior to the Bid Opening Date. Ten days prior to the Bid Opening Date, the City of Birmingham will verify the Wage Decision is still current.

SUBMISSION REQUIREMENTS-City of Birmingham

All proposals that wish to be considered must contain the following:

1. Qualifications of the Contractor and key employees that will be involved in the project.

2. List of sub-contractors and their qualifications, if applicable.

3. Detail and descriptions, including photos, of at least two completed similar projects for constructing ADA/barrier free parking and paths with similar scope, size, and purpose.

4. Three (3) client references from past projects; include references' current phone numbers and email contact information. At least two (2) of the references should be for similar projects and utilizing similar materials included in the Contractor's proposal.

5. A description of overall project approach, project timeline and plan for project completion.

6. Agreement (**Attachment A**)

7. Bidder's Agreement (**Attachment B**)

8. Cost Proposal (**Attachment C**)

9. Iran Sanctions Act Vendor Certification Form **(Attachment D**)

10. A bid guarantee from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will,

upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

11. Oakland County Contractor Information Form **(Attachment F** – p. 42), which will be used by the City of Birmingham, to bring to the pre-construction meeting prior to the signing of the contract.

12. Federal forms identified under Federal Requirement Section specified on page 43 (**Attachment G** – **only if selected by the City**)

13. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.

CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible for the disposal of all material and any damages that occur as a result of the actions of any of employees or subcontractors of the Contractor during this project.

The Contractor will be responsible to obtain required building and parking permits at no cost to the Contractor.

The Contractor shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and project completion on or before the date specified.

The Contractor shall provide a Payment Bond (labor & material bond) in an amount not less than 100% of the contract price in favor of the City of Birmingham, to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

CITY RESPONSIBILITY

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to review and approve any work performed by the Contractor.

The City will provide access to the John West Hunter Park during regular business hours or by arrangement as approved by the City's designated representative.

EVALUATION PROCEDURE AND CRITERIA

The City will utilize a qualifications-based selection process in choosing a Contractor for the completion of this work The evaluation panel will consist of City staff, Museum Board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide services as outlined.

- Demonstrated experience with similar projects; Contractor background; and personnel qualifications.
- Content of proposal.
- Quality of materials proposed.
- Overall Costs.
- Timeline and Schedule for Completion.
- References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems to be in the best interest of the City. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.

4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.

5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.

6. The Contractor will be required to furnish a Performance Bond in an amount not less than 100% of the contract price upon execution of the contract in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

7. The Contractor will be required to provide a Payment Bond (labor & material bond) to the City of Birmingham when the contract is executed on the part of the Contractor for 100% of the contract price. A "Payment Bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

8. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

9. The Contractor will not exceed the timelines established for the completion of this project.

10. The Contractor shall enter into and will execute the contract as set forth and attached as **Attachment A**.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations in accordance with the Agreement attached as **Attachment A.**

INSURANCE

The Contractor is required to procure and maintain certain types of insurances in accordance with paragraph 11 of the Agreement attached as **Attachment A.**

CONTINUATION OF COVERAGE

The Contractor shall provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The Contractor shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The Contractor agrees to enter into and will execute the contract as set forth and attached as **Attachment A.**

INDEMNIFICATION

The Contractor shall indemnify the City and various associated persons in accordance with paragraph 10 of the Agreement attached as **Attachment A.**

CONFLICT OF INTEREST

The Contractor is subject to certain conflict of interest requirements/restrictions in accordance with paragraph 16 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

ANTICIPATED PROJECT TIMELINE

Evaluate Respondents	Mid-April, 2026
Award Contract	Late April, 2026
Pre-construction Meeting	Late April, 2026
Project Completion	December, 2026

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK SUMMARY

The Birmingham Museum property consists of two buildings within in the John West Hunter Park, located at 556 W. Maple Rd. and the Hunter House, located at 550 W. Maple Rd. in the city of Birmingham, MI 48009. The property consists of approximately 3 ½ acres and is bounded on the south by Maple Road, on the west by the Rouge River, and on the north by Willits Street.

The City of Birmingham wishes to construct improvements adjacent to the buildings within the John West Hunter Park north of the buildings noted above (identified as Phase 3) to provide for a walking path, decorative patio and boardwalk near a spring fed pond and pool. The City has completed Phases 1 and 2 of this project providing pedestrian improvements along Willits Street and installing an ADA accessible parking space off of Willits Street in which the walking path proposed in Phase 3 will connect to. Re-grading, erosion control and a boulder retaining wall are required for this project.

1. The Contractor shall furnish all materials, equipment and perform all required work necessary for the Phase 3 – Barrier Free Boardwalk and Path, John West Hunter Park/Birmingham Museum project, located at 556 W. Maple Rd., Birmingham, MI 48009, in accordance with the requirements as defined and noted herein and by the project plans and specifications, sheets 1-5 **(Attachment E), including:**

a) Phase 3

- Utilize proper erosion control measures
- Prepare and grade site
- Install boulder retaining wall
- Install limestone fine walking path from the existing ADA parking space to proposed decorative patio
- Install a decorative patio with block retaining wall
- Install a boardwalk with wood rail fencing along a spring fed pond and pool
- Install drainage facilities uphill of the proposed park improvements that will discharge to the spring fed pond
- Provide vegetative restoration of the site

2. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner. **All bidders will outline their procedures for dust and debris collection during working hours and all cleaning activities.**

3. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines, and will provide Contractor's company safety plan's 24-hour emergency contacts list.

4. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.

5. The Contractor shall comply will all City of Birmingham's regulations for maintaining construction sites.

6. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT A
AGREEMENT FOR PHASE 3 BARRIER FREE BOARDWALK AND PATH
JOHN WEST HUNTER PARK/BIRMINGHAM MUSEUM

AGREEMENT

Phase 3 Barrier Free Boardwalk and Path
John West Hunter Park/Birmingham Museum

This **AGREEMENT,** entered into this _____day of _____, 2026, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____, a Michigan _____, whose address is _____ (hereinafter referred to as "Contractor") and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City wishes to construct improvements to the north portion of the John West Hunter Park, located at the Birmingham Museum in the City of Birmingham, (identified as Phase 3) to provide for a walking path, decorative patio and boardwalk near a spring fed pond and pool, and in connection therewith has requested proposals for Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park/Birmingham Museum; and

WHEREAS, the City has indicated this is a Federally Funded project. The Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Build America, Buy America Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents; and

WHEREAS, the Contractor attended a Pre-Construction Meeting on _____ 2026, located at 556 W. Maple, Birmingham, MI 48009 to go over the Federal Required Documents to construct an ADA compliant, accessible parking space and connecting path along Willits Street to provide barrier free access to the north portion of the John West Hunter Park, located at the Birmingham Museum in the City of Birmingham; and

WHEREAS, the Contractor will follow the Davis Bacon Prevailing Wage Decision (the federal document which convey the minimum wage rates that must be paid to Laborers and Mechanics) in order to construct an ADA compliant accessible parking space, and create an ADA compliant accessible connecting path along Willits Street and to provide barrier free access to the north portion of the John West Hunter Park, located at the Birmingham Museum in the City of Birmingham; and

WHEREAS, the Contractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), and funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver to create to provide for a walking path, decorative patio and boardwalk near a spring fed pond and pool and to provide barrier free access to the north portion of the John West Hunter Park, located at the Birmingham Museum in the City of Birmingham; and

WHEREAS, the Contractor must complete the Federally required forms and guidelines following the Pre-Construction Meeting (date to be determined) in order to construct a walking path, decorative patio and boardwalk near a spring fed pond and pool to provide barrier free access to the north portion of the John West Hunter Park, located at the Birmingham Museum in the City of Birmingham. The Federally required forms and guidelines are:

1. "Notice To All Employees" SIGN (WH1321)
2. Build America, Buy America (BABA) Language in Agreements
3. BABA Checklist for CDBG Infrastructure Projects
4. Agreement of the Prime Contractor
5. Contractor Certification
6. Sub-Contractor Certification
7. Certified Payroll Form (WH-347) & Statement of Compliance
8. Payroll Reporting Instructions
9. Employee Interview Form
10. Davis Bacon Prevailing Wage Decision
11. HUD 4010 Labor Relations letter
12. EEO Executive Order 11246
13. Section 3 Requirements
14. Ethnic Ownership Report
15. HUD Contract Provisions
16. Bonding Requirements
17. Sworn Statement
18. Full Unconditional Waiver
19. Labor Standards Compliance Requirements for Self-Employed Laborers & Mechanics
20. Section 3 Vicinity Hiring
21. Section 3 Employee Income Certification Form
22. Inadvertently Uncovering Remains; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal for the Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park/Birmingham Museum

NOW, THEREFORE, for and in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. **MUTUALLY AGREE**: It is mutually agreed by and between the parties that the City's Request for Proposal for Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park/Birmingham Museum dated _____, 2026, which includes Attachments A, B, C, D, E, F, and G, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. **TERM:** This Agreement shall have a term of twelve (12) months from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation

for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all services prepared by the Contractor through such date.

3. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor acceptance of the terms of this Agreement.

6. **CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. **INDEPENDENT CONTRACTOR**: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended

by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. **COMPLIANCE WITH LAWS:** Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. **NON-COMPLIANCE WITH INSURANCE REQUIREMENTS**: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. **INDEMNIFICATION**: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. **STANDARD INSURANCE REQUIREMENTS**: The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:
    A. **Workers' Compensation Insurance**:
        1. For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
        2. For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and

notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. **Commercial General Liability Insurance**: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. **Motor Vehicle Liability**: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. **Additional Insured**: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following Additional Insureds: **The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. **Professional Liability**: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

F. **Coverage Expiration:** If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

G. **Proof of Insurance Coverage**: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
    1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
    2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
    3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
    4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
    5. If so requested, Certified Copies of all policies mentioned above will be furnished.

H. **Maintaining Insurance**: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage

12. **WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Leslie Pielack, Museum Director

Contractor_____
_____
_____
Attn: _____

13. **AMENDMENTS**: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14. **WAIVER OF BREACH**: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15. **COMPLETE AGREEMENT**: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. **DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

18. **LEGAL PROCEEDINGS**: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any

party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

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

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

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor _____

By: _____
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____ , 20__, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

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

CITY OF BIRMINGHAM

By:_____
Clinton Baller, Mayor

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

_____
Leslie Pielack, Museum Director
(Approved as to substance)

_____
Mary Chavez, Director of Finance
(Approved as to financial obligation)

ATTACHMENT B
BIDDER'S AGREEMENT FOR PHASE 3 BARRIER FREE BOARDWALK AND PATH
JOHN WEST HUNTER PARK/BIRMINGHAM MUSEUM

ATTACHMENT B - BIDDER'S AGREEMENT

For Phase 3 Barrier Free Boardwalk and Path
John West Hunter Park/Birmingham Museum

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY (Print Name)	**DATE**
TITLE	**DATE**
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
COMPANY	
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C
COST PROPOSAL FOR PHASE 3 BARRIER FREE BOARDWALK AND PATH
JOHN WEST HUNTER PARK/BIRMINGHAM MUSEUM

ATTACHMENT C - COST PROPOSAL

Phase 3 Barrier Free Boardwalk and Path
John West Hunter Park/Birmingham Museum

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 8)

COST PROPOSAL	
ITEM	**BID AMOUNT**
(See Bid Item Detail, pages 26-27)	
TOTAL BID AMOUNT	$
ADDITIONAL BID ITEMS	
	$
	$
GRANDTOTAL AMOUNT	$

UNIT COST BID ITEMS	
	$ **per**

Firm Name_____

Authorized signature_____ Date:_____

Printed Name: _____

COST PROPOSAL BID ITEMS

Phase 3 Barrier Free Boardwalk and Path
John West Hunter Park/Birmingham Museum

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
1.	Tree Rem, 19inch to 36 inch	1	EA		
2.	Aggregate Base, 4 inch, 21AA	90	SYD		
3.	Earth Excavation	90	CYD		
4.	Limestone Fine Pathway, 4 inch	1500	SFT		
5.	Sidewalk, Conc, 6 inch	50	SFT		
6.	Boardwalk	1	LS		
7.	Wood Rail Fencing	110	LF		
8.	Block Retaining Wall	34	LF		
9.	Pavt, Clay Brick Pavers	775	SFT		

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
10.	Sewer, PVC, 6 inch	106	LF		
11.	Sewer, HDPE, N-12. 6 inch, Tr Det A	118	LF		
12.	Boulder Retaining Wall	100	Ff		
13.	Topsoil and Hydroseeding	600	SYD		
14.	Soil Erosion and Sedimentation Control	1	LS		
15.	Mobilization Max	1	LS		
			TOTAL BID	$_____ Include Total Bid on Attachment C, Cost Proposal Top Sheet	

TOTAL BID (WRITE OUT IN WORDS):

_____

_____

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.

The Bidder will identify the business entity as individuals, or if doing business under assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of persons executing proposal and bid.

Contractor's Name _____

Street Address _____

City _____ County _____

State/Zip Code _____

Email Address _____

Telephone _____ Fax _____

Date _____

Signed by _____

Print Name: _____

Title: _____

If a corporation, give state in which incorporated: _____

Witnessed: _____

Print Name: _____

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

Give below at least three (3) references as to ability to do work proposed.

Name _____ Address _____

Firm _____ Telephone _____

Name _____ Address _____

Firm _____ Telephone _____

Name _____ Address _____

Firm _____ Telephone _____

Give below the last five (5) projects worked on, including those currently in progress, in chronological order. The names need not all be different from those listed above:

Project #1: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #2: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #3: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #4: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #5: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Give below all the subcontractors to be used on the project: If additional space is necessary, please use the back of this page. Should the contractor wish to use any subcontractors that are not on this list after award, the contractor shall submit a written request to the Engineer and obtain authorization for same, prior to proceeding. All subcontractors not listed must receive written approval from the City of Birmingham, prior to working on this project.

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

END OF SECTION

ATTACHMENT D
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM PHASE 3 BARRIER FREE BOARDWALK AND PATH, JOHN WEST HUNTER PARK/BIRMINGHAM MUSEUM

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Phase 3 Barrier Free Boardwalk and Path
John West Hunter Park/Birmingham Museum

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

PREPARED BY (Print Name)	**DATE**
TITLE	**DATE**
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
COMPANY	
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
TAXPAYER I.D.#	

ATTACHMENT E
PLANS AND SPECIFICATIONS, SHEETS 1-7, PHASE 3 BOARDWALK AND PATH, JOHN WEST HUNTER PARK/BIRMINGHAM MUSEUM

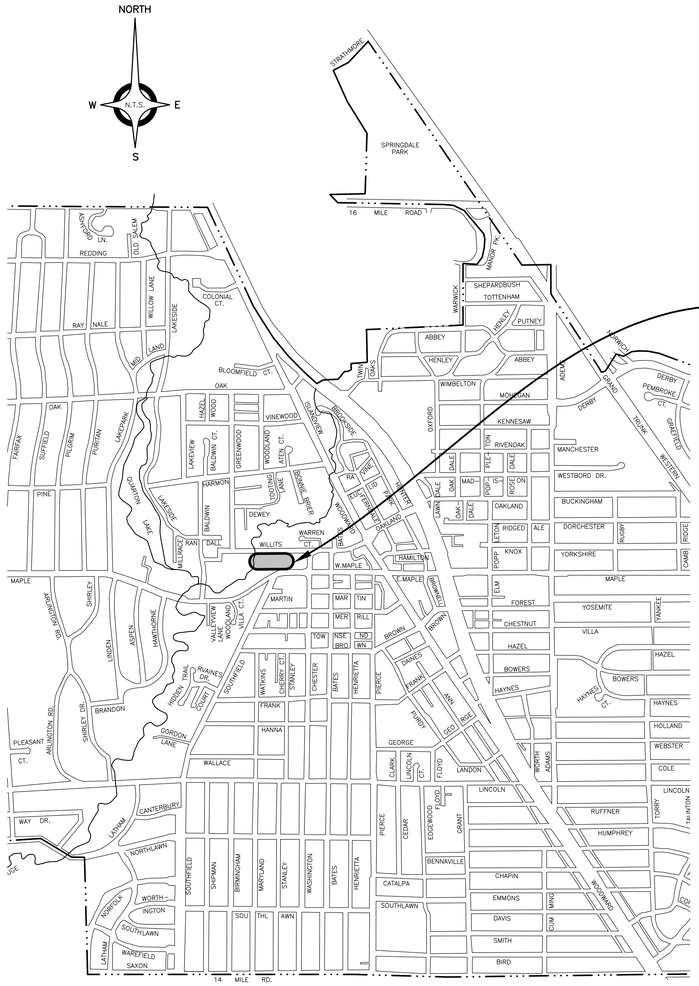
BIRMINGHAM
A WALKABLE CITY

City of Birmingham

Oakland County, Michigan

John West Hunter Park Improvements (Phase 3-4)

(ATTACHMENT E)



INDEX TO SHEETS

TITLE SHEET 1
CONSTRUCTION PLAN 2
PROPOSED GRADING PLAN 3
MISCELLANEOUS PROJECT DETAILS 4,5
SOIL EROSION AND SEDIMENTATION CONTROL PLAN 6

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF IMPROVEMENTS TO JOHN WEST HUNTER PARK INCLUDING THE CONSTRUCTION OF HANDICAP ACCESSIBLE PARKING/RAMPS, SIDEWALK CONCRETE PADS WITH BENCHES, BOULDER RETAINING WALLS, PATHWAYS, FRENCH DRAIN, BOARDWALK AND DECORATIVE PATIO AREA AND OTHER MISCELLANEOUS RELATED ITEMS OF WORK.

"I HEREBY CERTIFY THESE PLANS HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH ACT 240, PUBLIC ACTS OF 1937 AS AMENDED- STATE OF MICHIGAN."

R. RYAN KERN, P.E., No. 55917 — DATE

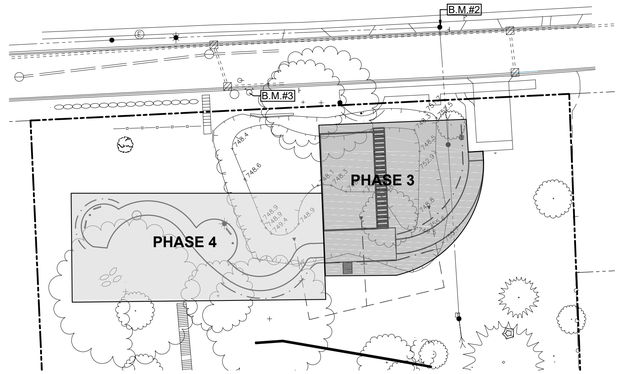
ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS

1

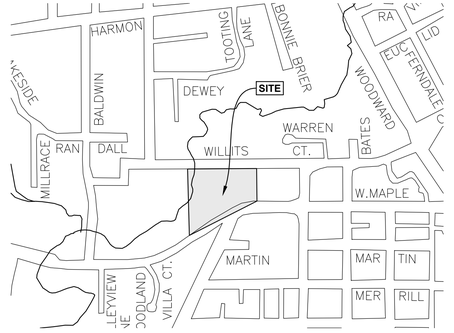
0221-0054 JOHN WEST HUNTER PARK

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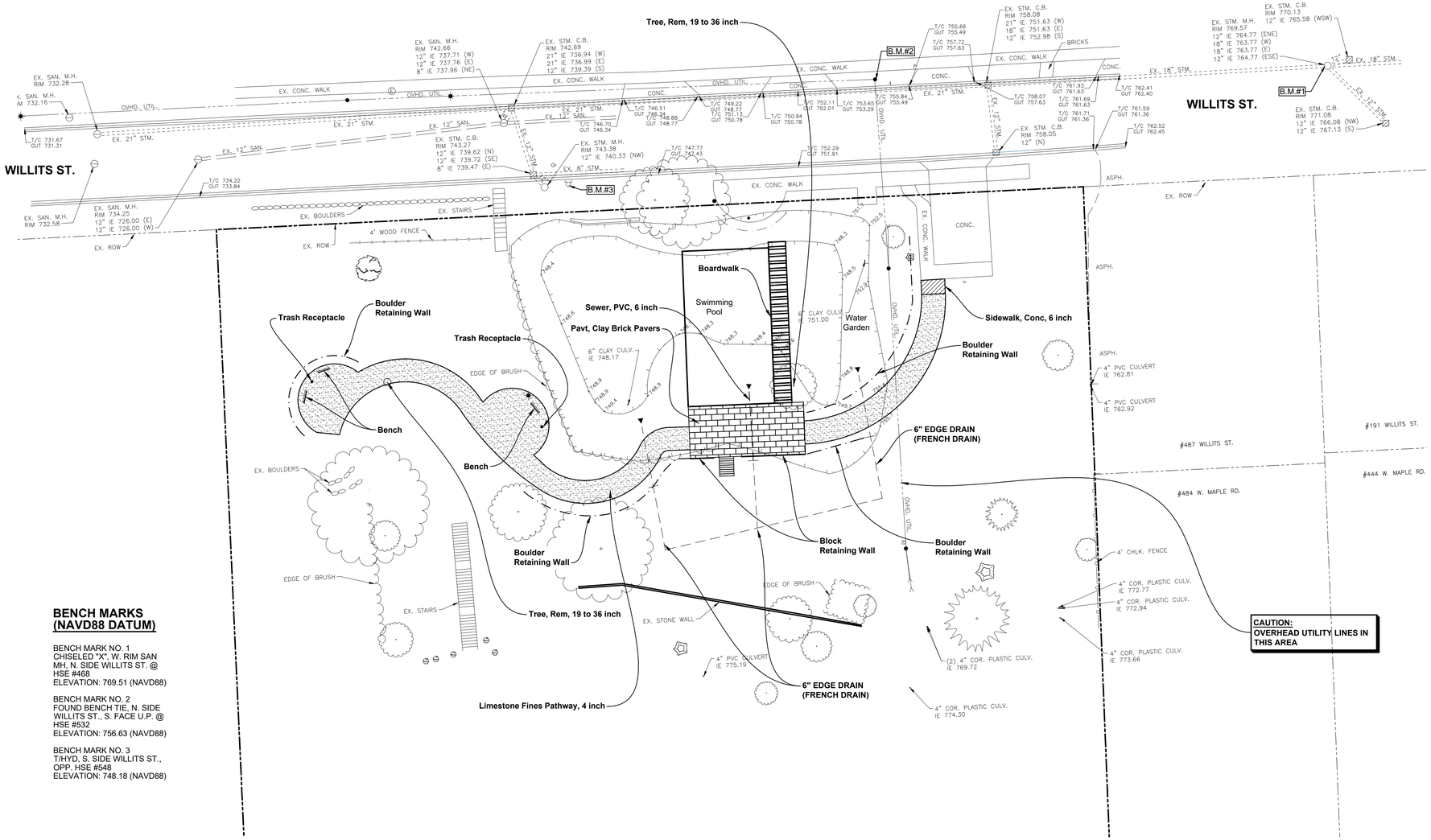


CONSTRUCTION PHASING PLAN
NOT TO SCALE



LOCATION MAP
NOT TO SCALE





BENCH MARKS (NAVD88 DATUM)

BENCH MARK NO. 1
CHISELED "X", W. RIM SAN MH, N. SIDE WILLITS ST. @ HSE #468
ELEVATION: 769.51 (NAVD88)

BENCH MARK NO. 2
FOUND BENCH TIE, N. SIDE WILLITS ST., S. FACE U.P. @ HSE #532
ELEVATION: 756.63 (NAVD88)

BENCH MARK NO. 3
T/HYD, S. SIDE WILLITS ST., OPP. HSE #548
ELEVATION: 748.18 (NAVD88)

LEGEND

- BOUNDARY LINE
- CENTERLINE DITCH
- SPOT ELEVATION ("+" INDICATES ELEVATION LOCATION UNLESS OTHERWISE INDICATED)
- SIGN
- MAILBOX
- BUMPER BLOCK
- POWER POLE
- LIGHT POLE
- SANITARY MANHOLE
- SANITARY SEWER
- HYDRANT
- GATE VALVE & WELL
- VALVE BOX
- SHUT OFF VALVE
- WATER MAIN
- STORM CATCH BASIN (PAVT.)
- STORM CATCH BASIN (FIELD)
- STORM MANHOLE
- STORM SEWER
- GAS MAIN
- OVHD. UTIL.
- UTILITY MARKER

ESTIMATED QUANTITIES (THIS SHEET)

Earth Excavation	115	Cyd
Tree, Rem, 19 inch to 36 inch	2	Ea
Sidewalk, Conc, 6 inch	50	Sft
Pavt, Clay Brick Pavers	92	Syd
Limestone Fines Pathway, 4 inch	2442	Sft
Boulder Retaining Wall	224	Ft
Block Retaining Wall	34	Ft
Bench	3	Ea
Trash Receptacle	3	Ea
Boardwalk	56	Ft
Sewer, PVC, 6 inch	106	Ft
Sewer, HDPE, N-12, 6 inch, Tr Det A	118	Ft

PROPOSED LEGEND

- CONCRETE, 6 INCH
- LIMESTONE FINES PATHWAY, 4 INCH
- PAVT, CLAY BRICK PAVERS
- BOARDWALK
- BOULDER RETAINING WALL

ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS

PROJECT NAME:

BIRMINGHAM MUSEUM JOHN WEST HUNTER PARK

SHEET TITLE:

CONSTRUCTION PLAN

CLIENT:
City of Birmingham

PRELIMINARY ■ CONSTRUCTION □ RECORD

DRAWN BY:	CHECKED BY:	DATE:
DB	RRK	DECEMBER 2022

SCALE: 1" = 20'
0 10 20 40

Know what's below. Call 72 hours before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY, AS DISCLOSED BY RECORDS PROVIDED TO THIS FIRM FROM THE VARIOUS UTILITY COMPANIES. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING OVERHEAD AND UNDERGROUND UTILITIES (IN CONFLICT WITH THE CONSTRUCTION OF THESE PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. DURING THE CONSTRUCTION, THE CONTRACTOR SHALL PROTECT AND SUPPORT ALL UTILITIES THAT ARE ENCOUNTERED. (ALL COSTS FOR UTILITY LOCATION VERIFICATION, SUPPORT AND PROTECTION SHALL BE INCLUDED IN THE PROPOSED PAY ITEM CONFLICTING WITH THAT UTILITY).

DURING CONSTRUCTION, THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN OPERATING NEAR ANY AND ALL OVERHEAD AND / OR BURIED UTILITIES.

PROJECT NO.
0221-0054

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SHEET NO.
2

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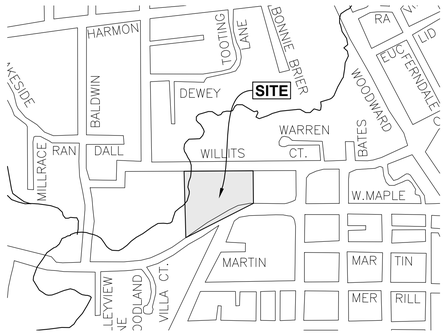
BENCH MARKS (NAVD88 DATUM)

BENCH MARK NO. 1
CHISELED "X", W. RIM SAN MH, N. SIDE WILLITS ST. @ HSE #468
ELEVATION: 769.51 (NAVD88)

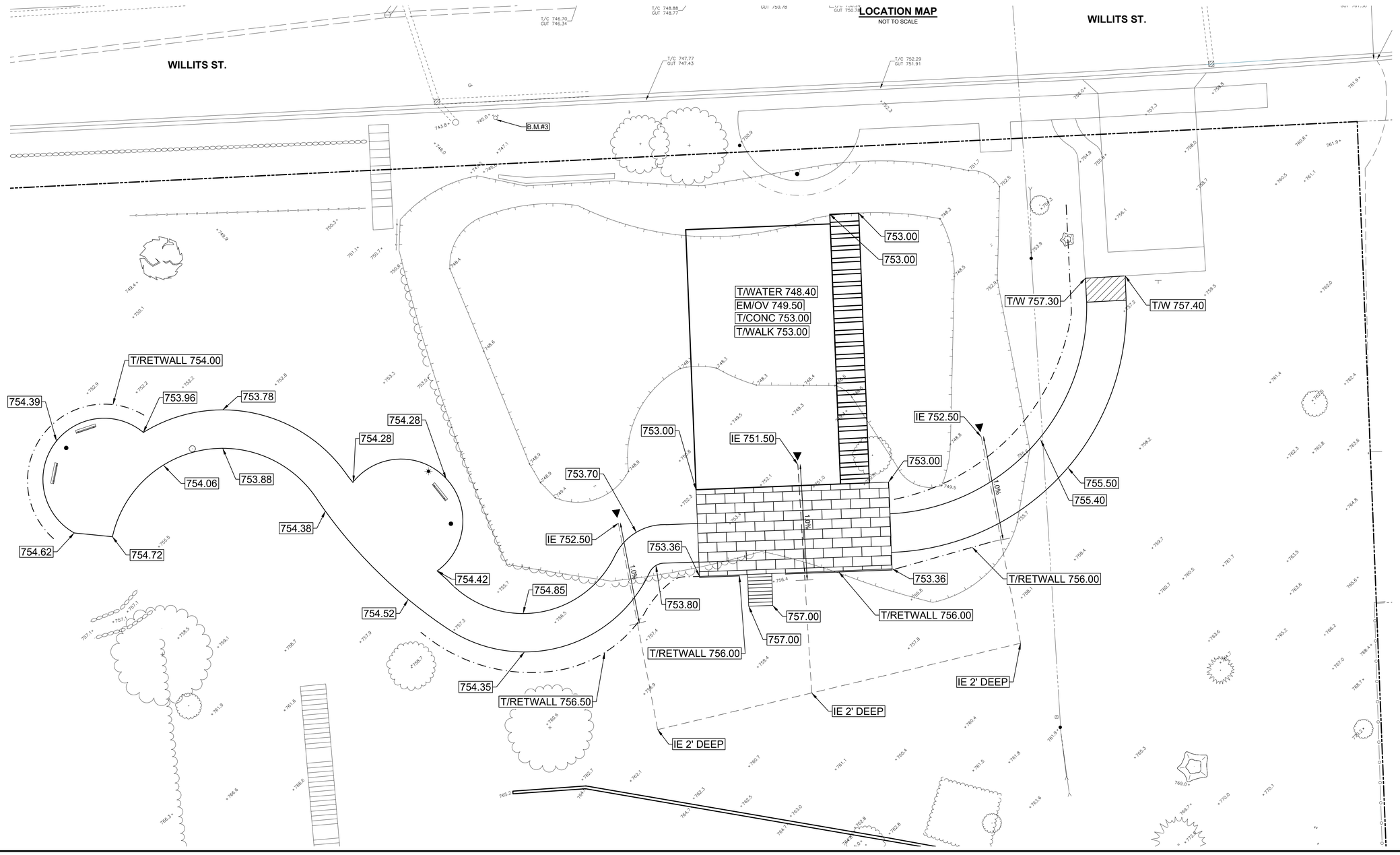
BENCH MARK NO. 2
FOUND BENCH TIE, N. SIDE WILLITS ST., S. FACE U.P. @ HSE #532
ELEVATION: 756.63 (NAVD88)

BENCH MARK NO. 3
T/HYD, S. SIDE WILLITS ST., OPP. HSE #548
ELEVATION: 748.18 (NAVD88)





LOCATION MAP
NOT TO SCALE



ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS

PROJECT NAME:

BIRMINGHAM MUSEUM JOHN WEST HUNTER PARK

SHEET TITLE:

PROPOSED GRADING PLAN

CLIENT:
City of Birmingham

PRELIMINARY ■ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
DB	RRK	DECEMBER 2022

SCALE:
1" = 10'
0 5 10 20

Know what's below. Call 72 hours before you dig.

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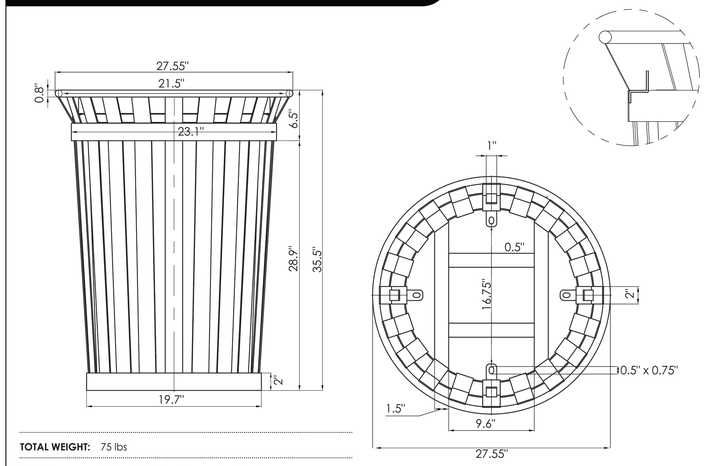
PROJECT NO.
0221-0054

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SHEET NO.
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COMMERCIAL STEEL WASTE RECEPTACLE

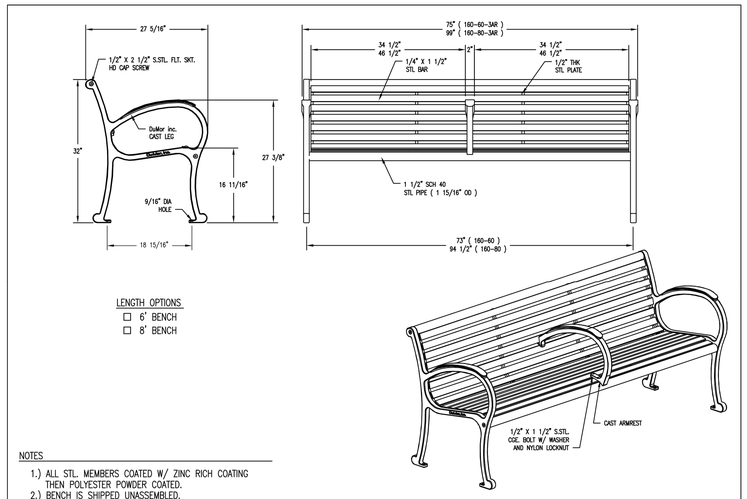


TOTAL WEIGHT: 75 lbs

NOTES:
1) Material: Powder-coated steel
2) Pre-drilled for surface mount
3) Includes rigid 32-gal. liner with choice of rain bonnet or flat lid

Specifications

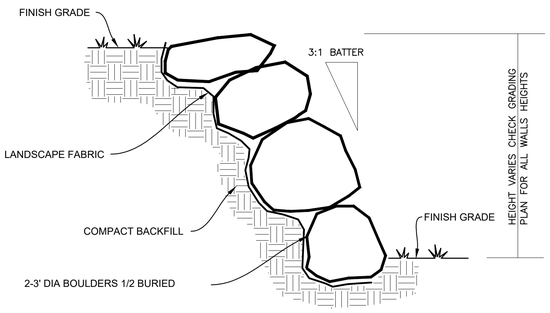
SKU	4ZB4239	4ZB4240
Model Name	32 Gal Flat Lid Receptacle	32 Gal Rain Bonnet Lid Receptacle
Material	Steel	Steel
Inner Diameter	27"	27"
Diameter	28"	28"
Height	35.5"	44"
Weight	75.0	79.0



LENGTH OPTIONS
☐ 6' BENCH
☐ 8' BENCH

NOTES
1.) ALL STL. MEMBERS COATED W/ ZINC RICH COATING THEN POLYESTER POWDER COATED.
2.) BENCH IS SHIPPED UNASSEMBLED.
3.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

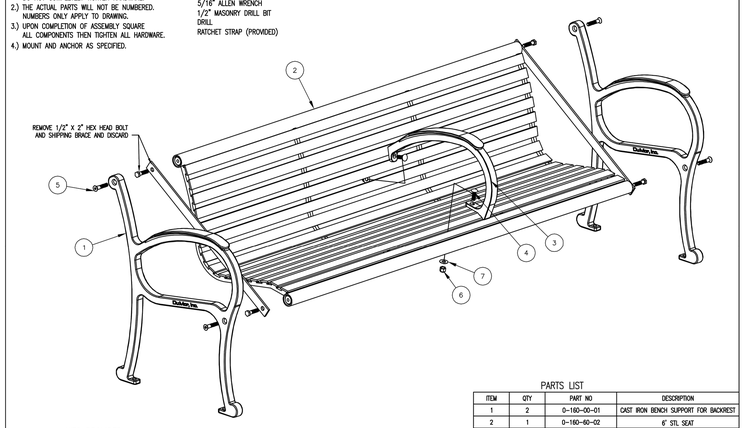
DuMor, inc.	BENCH	DATE DRAWN : 03/02/04	REV.	DRAWING NUMBER	160 SERIES-3AR	SHEET
		DRAWN BY : AWH				
		DATE REV. : 03/20/07	B			1 OF 2
		REV. BY : AWH				



BOULDER RETAINING WALL DETAIL
NOT TO SCALE

NOTES:
1.) DURING ASSEMBLY PROCEDURE; DO NOT COMPLETELY TIGHTEN HARDWARE.
2.) THE ACTUAL PARTS WILL NOT BE NUMBERED. NUMBERS ONLY APPLY TO DRAWING.
3.) UPON COMPLETION OF ASSEMBLY SQUARE ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D
3/4" WRENCH
5/16" ALLEN WRENCH
1/2" MASONRY DRILL BIT
DRILL
RATCHET STRAP (PROVIDED)



KITS PROVIDED

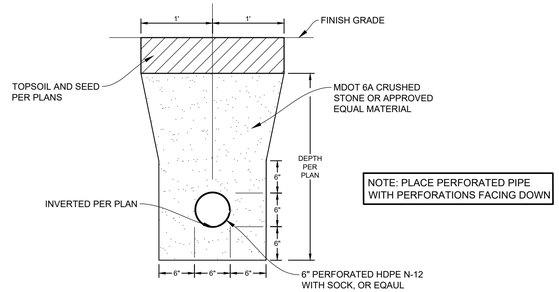
ITEM	QTY	PART NO	DESCRIPTION
8	1	K-ANC0860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)
9	1	K-CC0824-2L	1/2" CGE BOLT HARDWARE KIT (2PC)
10	1	K-FC0840-4	1/2" CAP HARDWARE KIT (4 PCS)

PARTS LIST

ITEM	QTY	PART NO	DESCRIPTION
1	2	0-160-00-01	CAST IRON BENCH SUPPORT FOR BACKREST
2	1	0-160-60-02	6' STL SEAT
3	1	0-160-00-03	CAST IRON ARM REST
4	2	1-11-042	1/2" X 1 1/2" SS CGE BOLT
5	4	1-12-065	1/2" X 2 1/2" FLT SKT HD CAP SCR
6	2	1-20-015	1/2" SS NYLON LOCKNUT
7	2	1-22-015	1/2" SS FLAT WASHER

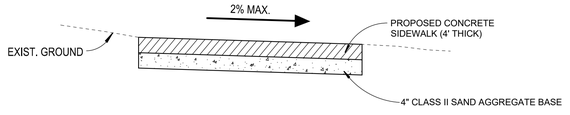
DuMor, inc.	ASSEMBLY INSTRUCTIONS	DATE DRAWN : 03/02/04	REV.	DRAWING NUMBER	160 SERIES-3AR	SHEET
		DRAWN BY : AWH				
		DATE REV. : 03/20/2007	B			2 OF 2
		REV. BY : AWH				

BENCH DETAIL
NOT TO SCALE

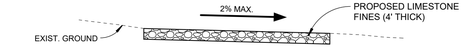


NOTE: PLACE PERFORATED PIPE WITH PERFORATIONS FACING DOWN

FRENCH DRAIN DETAIL
NOT TO SCALE



TYPICAL SIDEWALK DETAIL
NOT TO SCALE



TYPICAL LIMESTONE PATHWAY DETAIL
NOT TO SCALE

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DATE	SUBMITTALS/REVISIONS

PROJECT NAME:

BIRMINGHAM MUSEUM JOHN WEST HUNTER PARK

SHEET TITLE:

MISCELLANEOUS PROJECT DETAILS

CLIENT:
City of Birmingham

■ PRELIMINARY ■ CONSTRUCTION ☐ RECORD

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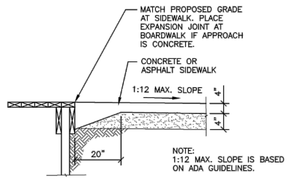
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PROJECT NO.
0221-0054

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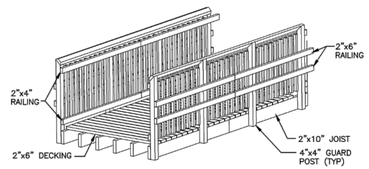
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PROFILE VIEW

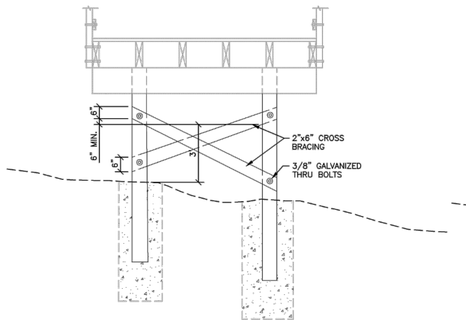
5 SIDEWALK/BOARDWALK INTERFACE DETAIL

SCALE: 1/2" = 1'-0"



ISOMETRIC VIEW

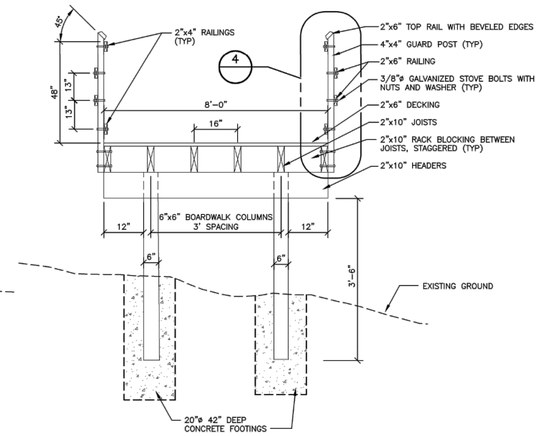
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CROSS BRACING DETAIL

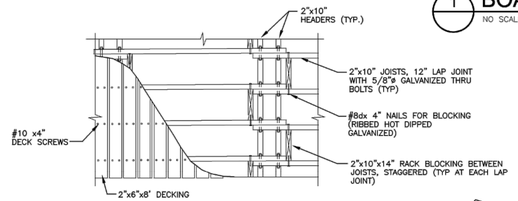
NO SCALE

NOTE: CROSS BRACING TO BE USED WHEN THE SHORT SIDE BOARDWALK COLUMN IS 2 FEET IN HEIGHT OR GREATER (BOTTOM OF GIRDER TO TOP OF CONCRETE FOOTING)



1 BOARDWALK SECTION

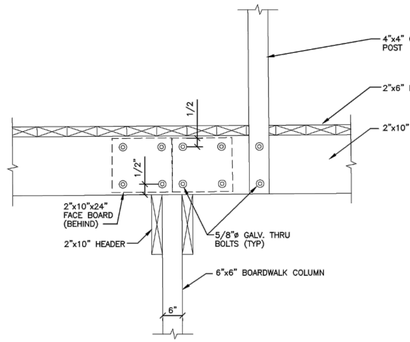
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PLAN VIEW

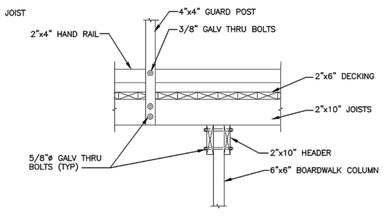
BOARDWALK DECK SUPPORT

SCALE: 1/2" = 1'-0"



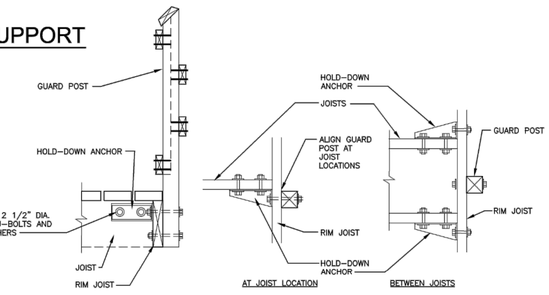
2 TYPICAL SPLICE JOINT DETAIL, BOARDWALK (OUTSIDE JOIST BOARD)

SCALE: 3/4" = 1'-0"



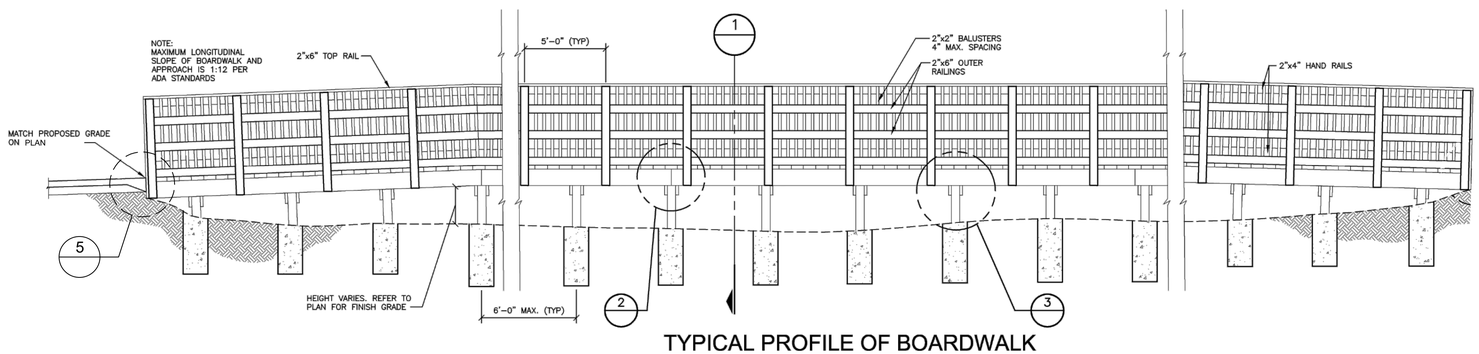
3 OUTER SIDE DETAIL

SCALE: 1/2" = 1'-0"



4 GUARD POST TO RIM JOIST DETAIL

NO SCALE



TYPICAL PROFILE OF BOARDWALK

SCALE: 1/4" = 1'-0"

0 2 4 8

BOARDWALK NOTES

1. ALL LUMBER SHALL BE KILN DRIED SOUTHERN YELLOW PINE #2, OR OWNER APPROVED EQUAL. LUMBER SUPPLIED SHALL MEET THE REQUIREMENTS OF SECTION 912 OF MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (2003).
2. ALL LUMBER SHALL BE PRESSURE TREATED TO REFUSAL WITH WOOD PRESERVATIVE AND SUITABLE FOR GROUND CONTACT. PRESERVATIVE TREATMENT SHALL CONFORM TO ASTM D1760 AND AWPA STANDARDS M2 AND M3.
3. ALL BOLTS, WASHERS AND OTHER HARDWARE SHALL BE HOT DIPPED GALVANIZED TO MINIMIZE CORROSION.
4. HOT DIPPED GALVANIZED FLAT WASHERS SHALL BE USED UNDER THE HEADS OF LAG SCREWS, BOLTS AND NUTS.
5. ALL WOOD TO BE PRESSURE TREATED TO 0.40 LBS/CF RETENTION.
6. DECK SCREWS SHALL BE CLIMACOATED, HOT DIPPED GALVANIZED PLATED OR OWNER APPROVED EQUAL. DECK SCREWS SHALL BE A MINIMUM #10 X 4—INCH WITH AN UNTHREADED UPPER SHAFT TO PREVENT BOARD JACKING AND TO ALLOW FOR TIGHTER FASTENING. DECK SCREWS SHALL BE USED FOR FASTENING ALL BOARDWALK MEMBERS UNLESS NOTED ON THE PLANS.
7. RUST RESISTANT GALVANIZED CARRIAGE BOLTS TO USED FOR ALL RAILING/POST CONNECTIONS.
8. RUST RESISTANT GALVANIZED THRU—BOLTS TO BE USED FOR ALL UNDERSTRUCTURE CONNECTIONS.
9. POSTS OR PIERS WILL BE EXCAVATED TO A DEPTH WHERE WEIGHT BEARING SOIL IS REACHED, AT LEAST 42". ESTIMATED DEPTH NEEDED TO SUPPORT WALKWAY PROPERLY WILL VARY BETWEEN 4'—6'.
10. CONSTRUCT 2"x10" FRAMED BOXES BY NAILING THRU 2"x10" HEADER BEAM. EACH 2"x10" JOIST WILL SIT SOLID ON THE CROSS BEAMS. THE FRAMED BOXES WILL SIT ON THE CENTER OF THE 6"x6" SUPPORT POST AS SHOWN (SEE TYPICAL DECK CONSTRUCTION DETAIL). GALVANIZED THRU—BOLTS WILL BE USED ANYWHERE THRU—BOLTS CAN BE USED EFFECTIVELY. THREE (3) 5/8" THRU—BOLTS WILL FASTEN THE 2"x10" FRAMED BOXES TOGETHER, ONE (1) A FOOT FROM BOTH OUTSIDE EDGES, AND ONE (1) IN THE CENTER.
11. ANY WOOD USED ABOVE GROUND SHALL BE NATURALLY DURABLE WOOD OR PRESSURE—TREATED WOOD, AND SHALL BE TREATED IN ACCORDANCE WITH AWPA C2, C9 OR OTHER APPLICABLE AWPA STANDARDS FOR ABOVE GROUND USE.
12. ANY WOOD PROPOSED TO IN CONTACT WITH THE GROUND OR FRESH WATER THAT SUPPORTS PERMANENT STRUCTURES SHALL BE NATURALLY DURABLE OR PRESSURE—TREATED WOODAND SHALL BE TREATED IN ACCORDANCE WITH APWA C2, C9 OR OTHER APPLICABLE AWPA STANDARD FOR SOIL OR FRESH WATER CONTACT.
13. IN AREAS FAVORABLE TO TERMITE DAMAGE, AS DETERMINED BY THE CITY, METHODS OF PROTECTION SHALL BE BY CHEMICAL SOIL TREATMENT, PRESSURE TREATED WOOD, IN ACCORDANCE WITH THE AWPA, NATURALLY TERMITE—RESISTANT WOOD OR PHYSICAL BARRIERS (SUCH AS METAL OR PLASTIC TERMITE SHIELDS) OR ANY COMBINATION OF THESE METHODS.
14. USE AT LEAST ONE (1) "SIMPSON STRONG—TIE H2OA" ANCHOR IN A TRIPLE ZINC COATING (OR A HOT—DIPPED GALVANIZED DECKLOK BY MORSE TECHNOLOGIES AS AN APPROVED EQUIVALENT) AT ALL POST—TO—DECK ASSEMBLY POINTS. SEE GUARD POST TO RIM JOIST DETAIL.
15. DO NOT "NOTCH" THE GUARDRAIL POST AROUND THE BAND JOIST.
16. COMPOSITE DECK BOARDS AND GUARDRAIL SYSTEMS MAY BE REQUIRED PER THE APPROVAL BY THE CITY. THESE MATERIALS SHALL BE CONSTRUCTED, MANUFACTURED AND FABRICATED IN ACCORDANCE WITH ASTM D7032—06A STANDARD SPECIFICATIONS.
17. THE ENGINEER OF RECORD IS REQUIRED TO PROVIDE A SOIL BORING A MINIMUM OF ONE (1) PER EVERY 100 LINEAR FEET OF PROPOSED BOARDWALK TO HARDPAN AND PROVIDE DATA TO THE CITY FOR REVIEW OF PROPOSED BOARDWALK COLUMN DEPTH.
18. ALTERNATIVE COLUMN SUPPORTS (SUCH AS HELICAL PIER SUPPORTS) MAY BE PROPOSED OR REQUIRED BASED UPON SOILS INFORMATION. SUBMIT ALTERNATIVES TO THE CITY FOR REVIEW. DESIGNS SUBMITTED FOR ALTERNATIVE SUPPORTS WILL BE REQUIRED TO SHOW SUPPORT FOR A 3,500 LB VEHICLE IN ADDITION TO THE DEAD LOAD OF THE BOARDWALK

PLOT INFO: N:\NOPROJNO\VJOVDETILS\BOARDWALK.DWG DATE: 5/21/2007 TIME: 1:02:49 PM USER: BOR
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DATE	SUBMITTALS/REVISIONS

PROJECT NAME:

BIRMINGHAM MUSEUM JOHN WEST HUNTER PARK

SHEET TITLE:

MISCELLANEOUS PROJECT DETAILS

CLIENT:

City of Birmingham

PRELIMINARY ■ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
DB	RRK	DECEMBER 2022

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PROJECT NO.

0221-0054

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SHEET NO.

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SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND MAINTENANCE NOTES

1. THIS PROJECT SHALL BE CONSTRUCTED IN COMPLIANCE WITH PART 91 OF ACT 451 OF 1994, AS AMENDED. THE SOIL EROSION AND SEDIMENTATION CONTROL ACT AND THE OAKLAND COUNTY SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE.
2. ALL EROSION AND SEDIMENTATION CONTROL WORK SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE OAKLAND COUNTY PUBLIC WORKS OFFICE.
3. EROSION AND ANY SEDIMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFF SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MAN MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, AND PONDS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF SOIL EROSION AND SEDIMENTATION CONTROL DEVICES.
5. THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN THE SOIL EROSION CONTROL MEASURES AS SHOWN ON THE PLANS BEFORE AND AT ALL TIMES DURING CONSTRUCTION ON THIS PROJECT. ANY MODIFICATIONS OR ADDITIONS TO SOIL EROSION CONTROL MEASURES DUE TO CONSTRUCTION OR CHANGED CONDITIONS SHALL BE COMPLIED WITH AS REQUIRED OR DIRECTED BY THE OAKLAND COUNTY PUBLIC WORKS OFFICE.
6. IF ANY OF THE SESC MEASURES ON THE SITE ARE DEEMED INADEQUATE OR INEFFECTIVE, THE OAKLAND COUNTY PUBLIC WORKS OFFICE SESC DIVISION HAS THE RIGHT TO REQUIRE ADDITIONAL SESC MEASURES AT THE EXPENSE OF THE CONTRACTOR.
7. INSTALL SILT FENCE AS INDICATED ON THE PLAN AND AT ADDITIONAL AREAS AS NECESSARY.
   A. SILT FENCE SHALL BE INSTALLED PER DETAIL.
   B. BUILD UP OF SEDIMENT SHALL BE REMOVED WHEN SEDIMENT ACCUMULATES TO 1/3 TO 1/2 OF THE HEIGHT OF THE SILT FENCE.
   C. IF SILT FENCE FABRIC DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF EXPECTED USABLE LIFE AND THE BARRIER IS STILL REQUIRED, THE SILT FENCE SHALL BE REPLACED PROMPTLY.
   D. SILT FENCE SHALL BE INSPECTED WEEKLY UNDER NORMAL CONDITIONS, WITHIN 24 HOURS OF RAINFALL AND DAILY DURING A PROLONGED RAIN EVENT. REQUIRED MAINTENANCE SHALL BE PROVIDED PROMPTLY.
9. INSTALL INLET FILTER ON ALL PAVEMENT CATCH BASINS PER DETAIL.
   A. INLET FILTERS SHALL BE INSPECTED WEEKLY UNDER NORMAL CONDITIONS, WITHIN 24 HOURS OF A RAINFALL, AND DAILY DURING A PROLONGED RAIN EVENT.
   B. BUILDUP OF SEDIMENT AND DEBRIS SHALL BE REMOVED PROMPTLY.
   C. IF FABRIC DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF EXPECTED USABLE LIFE AND THE BARRIER IS STILL REQUIRED, THE FABRIC SHALL BE REPLACED PROMPTLY.
10. IMMEDIATELY AFTER SEEDING, MULCH ALL SEEDED AREAS WITH UNWEATHERED SMALL GRAIN STRAW. SPREAD UNIFORMLY AT THE RATE OF 1-1/2 TO 2 TONS PER ACRE OR 100 POUNDS (2-3 BALES) PER 1000 SQUARE FEET. THIS MULCH SHOULD BE ANCHORED WITH DISC TYPE MULCH ANCHORING TOOL OR OTHER MEANS AS APPROVED BY THE OAKLAND COUNTY PUBLIC WORKS OFFICE. MULCH MATTING MAY BE USED IN LIEU OF LOOSE MULCH.
11. ALL DIRT TRACKED ONTO ANY ROADWAY SHALL BE REMOVED IMMEDIATELY.
12. STREETS AND OR PARKING AREAS WILL BE SCRAPED ON A DAILY BASIS AND SWEPT AT A MINIMUM OF ONCE PER WEEK BY THE LANDOWNER OR LANDOWNER'S REPRESENTATIVE.
13. DURING DRY PERIODS, ALL DISTURBED AREAS SHALL BE WATERED FOR DUST CONTROL.
14. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 5 CALENDAR DAYS AFTER FINAL GRADING OR THE FINAL EARTH CHANGE HAS BEEN COMPLETED. WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER EARTH CHANGE HAS BEEN COMPLETED OR WHERE SIGNIFICANT EARTH CHANGE HAS BEEN COMPLETED OR WHERE SIGNIFICANT EARTH CHANGES ACTIVITY CEASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED IMMEDIATELY. ALL TEMPORARY SOIL EROSION CONTROL SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED. ALL PERMANENT SOIL EROSION CONTROL MEASURES WILL BE IMPLEMENTED AND ESTABLISHED BEFORE A CERTIFICATE OF COMPLIANCE IS ISSUED.
15. FINAL GRADE, ESTABLISH VEGETATION, AND OR LANDSCAPE ALL DISTURBED AREAS NOT BUILT OR PAVED UPON.
16. REMOVE ALL TEMPORARY SOIL EROSION DEVICES AFTER PERMANENT STABILIZATION IS ESTABLISHED.

SOIL TYPES: 68 Cohoctah-Fox association
62B Urban land-Spinks complex, 0 to 8 percent slop

NAME OF & DISTANCE TO NEAREST WATERCOURSE: ROUGE RIVER 200± FT WEST OF SITE

APPROXIMATE START DATE XXXX, 2022 .

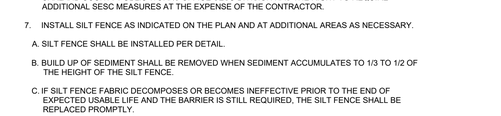
APPROXIMATE COMPLETION DATE XXXX, 2022 .

TOTAL ACRES DISTURBED = 0.57 ACRES

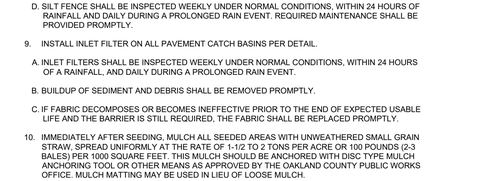
I UNDERSTAND MY RESPONSIBILITY OUTLINED UNDER THESE GUIDELINES.

_____ _____
LANDOWNER'S SIGNATURE DATE

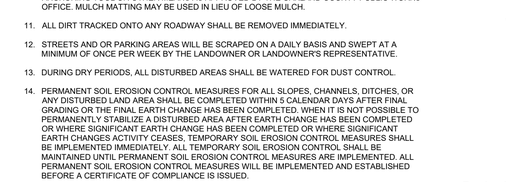
FAILURE TO COMPLY WITH THE SESC PLAN AND THESE GUIDELINES MAY RESULT IN ENFORCEMENT ACTION AGAINST THE LANDOWNER.



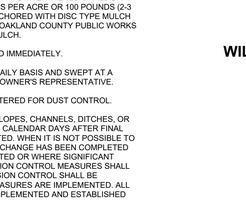
PLAN VIEW



SIDE VIEW



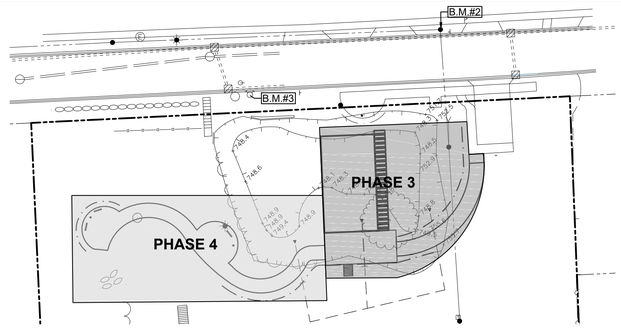
SECTIONAL VIEW



DETAIL "A"

SILT FENCE JOINT DETAIL

Erosion Control, Silt Fence
NOT TO SCALE



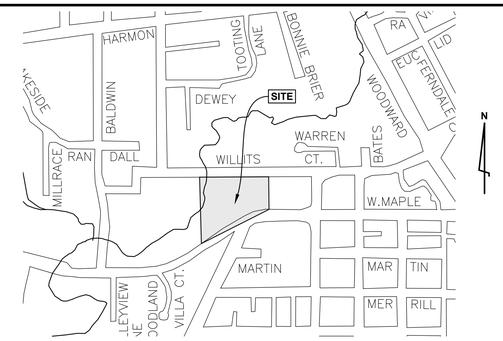
BENCH MARKS (NAVD88 DATUM)

BENCH MARK NO. 1
CHISELED "X", W. RIM SAN MH, N. SIDE WILLITS ST. @ HSE #468
ELEVATION: 769.51 (NAVD88)

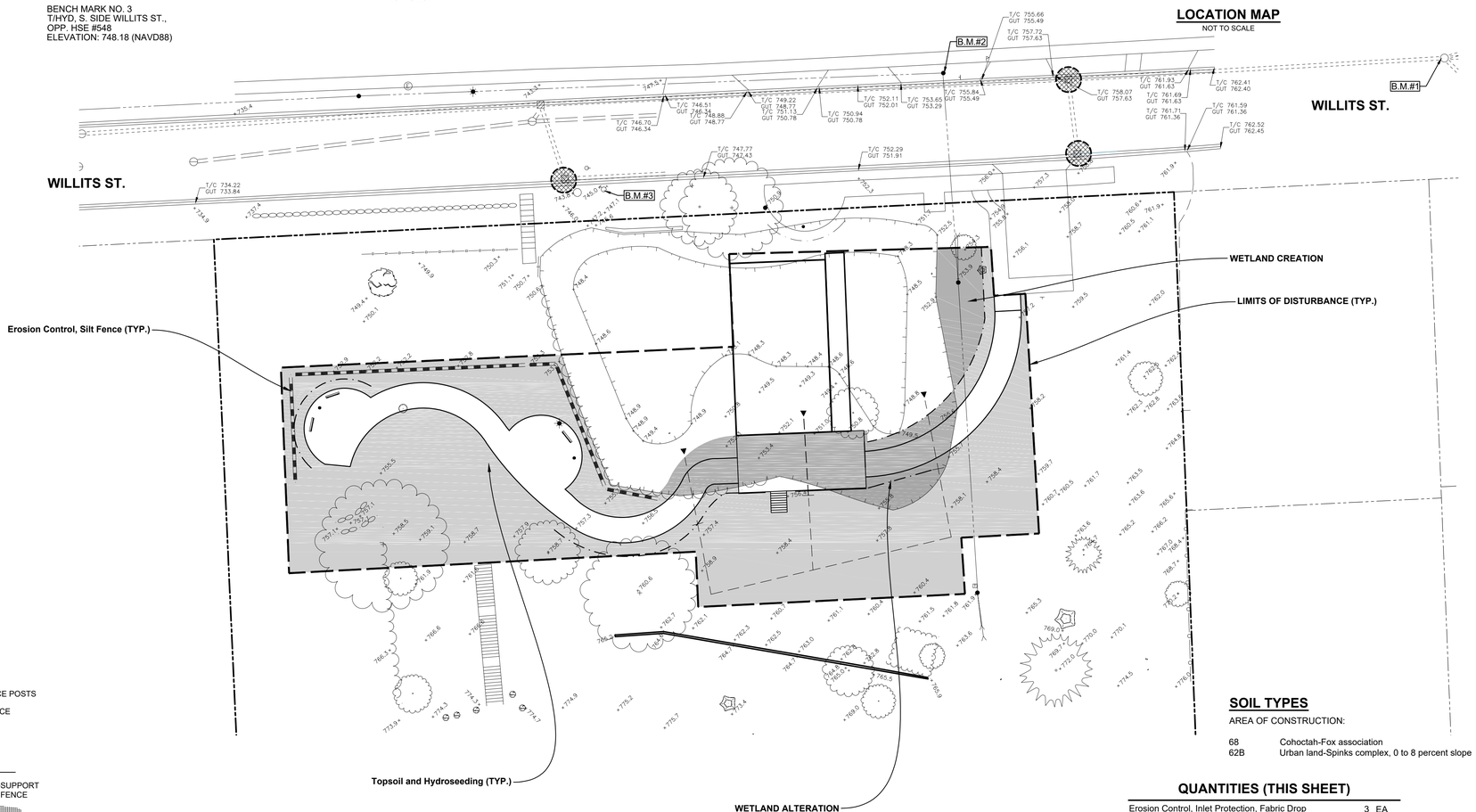
BENCH MARK NO. 2
FOUND BENCH TIE, N. SIDE WILLITS ST., S. FACE U.P. @ HSE #532
ELEVATION: 756.63 (NAVD88)

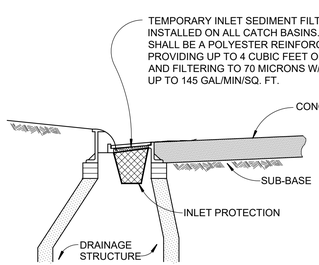
BENCH MARK NO. 3
T/HYD, S. SIDE WILLITS ST., OPP. HSE #548
ELEVATION: 748.18 (NAVD88)

CONSTRUCTION PHASING PLAN
NOT TO SCALE



LOCATION MAP
NOT TO SCALE





Erosion Control, Inlet Protection, Fabric Drop
NOT TO SCALE

SOIL TYPES

AREA OF CONSTRUCTION:

68 Cohoctah-Fox association
62B Urban land-Spinks complex, 0 to 8 percent slope

QUANTITIES (THIS SHEET)

Erosion Control, Inlet Protection, Fabric Drop	3	EA
Erosion Control, Silt Fence	180	Ft
Topsoil and Hyrdoseeding	1200	Syd

GROSS AC. DIST.
0.40 AC.

THE SOIL EROSION CONTACT PERSON SHALL BE NOTIFIED WHEN THE CONTRACT IS AWARDED

NOTE:
ALL DISTURBED AREAS INSIDE THE LIMITS OF DISTURBANCE SHALL BE RESTORED WITH 4" OF TOPSOIL & HYDROSEED.

SOIL EROSION CONTROL LEGEND

KEY	ITEM
	Erosion Control, Inlet Protection, Fabric Drop

ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS

PROJECT NAME:

BIRMINGHAM MUSEUM JOHN WEST HUNTER PARK

SHEET TITLE:

SOIL EROSION AND SOIL CONTROL PLAN

CLIENT:
City of Birmingham

PRELIMINARY CONSTRUCTION RECORD

DRAWN BY:	CHECKED BY:	DATE:
DB	RRK	DECEMBER 2022

SCALE: AS NOTED

Know what's below. Call 72 hours before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY, AS DISCLOSED BY RECORDS PROVIDED TO THIS FIRM FROM THE VARIOUS UTILITY COMPANIES. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

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DURING CONSTRUCTION, THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN OPERATING NEAR ANY AND ALL OVERHEAD AND / OR BURIED UTILITIES.

PROJECT NO.
0221-0054

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SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND MAINTENANCE NOTES

1. THIS PROJECT SHALL BE CONSTRUCTED IN COMPLIANCE WITH PART 91 OF ACT 451 OF 1994, AS AMENDED. THE SOIL EROSION AND SEDIMENTATION CONTROL ACT AND THE OAKLAND COUNTY SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE.
2. ALL EROSION AND SEDIMENTATION CONTROL WORK SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE OAKLAND COUNTY PUBLIC WORKS OFFICE.
3. EROSION AND ANY SEDIMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFF SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MAN MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, AND PONDS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF SOIL EROSION AND SEDIMENTATION CONTROL DEVICES.
5. THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN THE SOIL EROSION CONTROL MEASURES AS SHOWN ON THE PLANS BEFORE AND AT ALL TIMES DURING CONSTRUCTION ON THIS PROJECT. ANY MODIFICATIONS OR ADDITIONS TO SOIL EROSION CONTROL MEASURES DUE TO CONSTRUCTION OR CHANGED CONDITIONS SHALL BE COMPLIED WITH AS REQUIRED OR DIRECTED BY THE OAKLAND COUNTY PUBLIC WORKS OFFICE.
6. IF ANY OF THE SESC MEASURES ON THE SITE ARE DEEMED INADEQUATE OR INEFFECTIVE, THE OAKLAND COUNTY PUBLIC WORKS OFFICE SESC DIVISION HAS THE RIGHT TO REQUIRE ADDITIONAL SESC MEASURES AT THE EXPENSE OF THE CONTRACTOR.
7. INSTALL SILT FENCE AS INDICATED ON THE PLAN AND AT ADDITIONAL AREAS AS NECESSARY.
   A. SILT FENCE SHALL BE INSTALLED PER DETAIL.
   B. BUILD UP OF SEDIMENT SHALL BE REMOVED WHEN SEDIMENT ACCUMULATES TO 1/3 TO 1/2 OF THE HEIGHT OF THE SILT FENCE.
   C. IF SILT FENCE FABRIC DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF EXPECTED USABLE LIFE AND THE BARRIER IS STILL REQUIRED, THE SILT FENCE SHALL BE REPLACED PROMPTLY.
   D. SILT FENCE SHALL BE INSPECTED WEEKLY UNDER NORMAL CONDITIONS, WITHIN 24 HOURS OF RAINFALL AND DAILY DURING A PROLONGED RAIN EVENT. REQUIRED MAINTENANCE SHALL BE PROVIDED PROMPTLY.
9. INSTALL INLET FILTER ON ALL PAVEMENT CATCH BASINS PER DETAIL.
   A. INLET FILTERS SHALL BE INSPECTED WEEKLY UNDER NORMAL CONDITIONS, WITHIN 24 HOURS OF A RAINFALL, AND DAILY DURING A PROLONGED RAIN EVENT.
   B. BUILDUP OF SEDIMENT AND DEBRIS SHALL BE REMOVED PROMPTLY.
   C. IF FABRIC DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF EXPECTED USABLE LIFE AND THE BARRIER IS STILL REQUIRED, THE FABRIC SHALL BE REPLACED PROMPTLY.
10. IMMEDIATELY AFTER SEEDING, MULCH ALL SEEDED AREAS WITH UNWEATHERED SMALL GRAIN STRAW, SPREAD UNIFORMLY AT THE RATE OF 1-1/2 TO 2 TONS PER ACRE OR 100 POUNDS (2-3 BALES) PER 1000 SQUARE FEET. THIS MULCH SHOULD BE ANCHORED WITH DISC TYPE MULCH ANCHORING TOOL OR OTHER MEANS AS APPROVED BY THE OAKLAND COUNTY PUBLIC WORKS OFFICE. MULCH MATTING MAY BE USED IN LIEU OF LOOSE MULCH.
11. ALL DIRT TRACKED ONTO ANY ROADWAY SHALL BE REMOVED IMMEDIATELY.
12. STREETS AND OR PARKING AREAS WILL BE SCRAPED ON A DAILY BASIS AND SWEPT AT A MINIMUM OF ONCE PER WEEK BY THE LANDOWNER OR LANDOWNER'S REPRESENTATIVE.
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SOIL TYPES: 68 Cohoctah-Fox association
62B Urban land-Spinks complex, 0 to 8 percent slop

NAME OF & DISTANCE TO NEAREST WATERCOURSE: ROUGE RIVER 200± FT WEST OF SITE

APPROXIMATE START DATE XXXX, 2022 .

APPROXIMATE COMPLETION DATE XXXX, 2022 .

TOTAL ACRES DISTURBED = 0.57 ACRES

I UNDERSTAND MY RESPONSIBILITY OUTLINED UNDER THESE GUIDELINES.

LANDOWNER'S SIGNATURE DATE

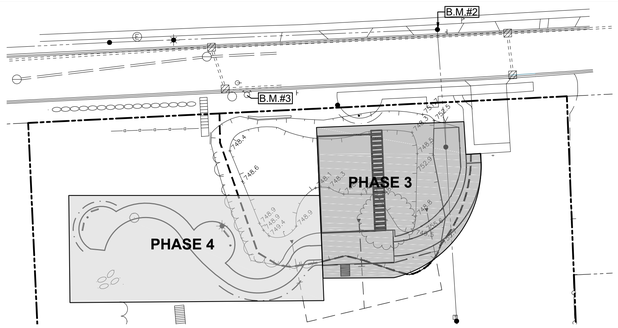
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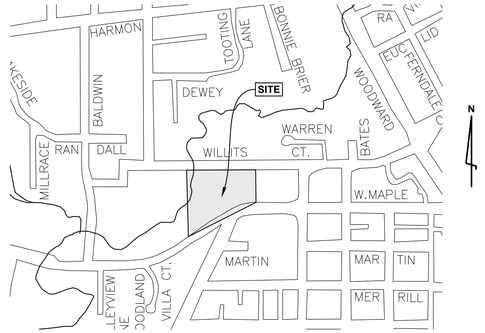
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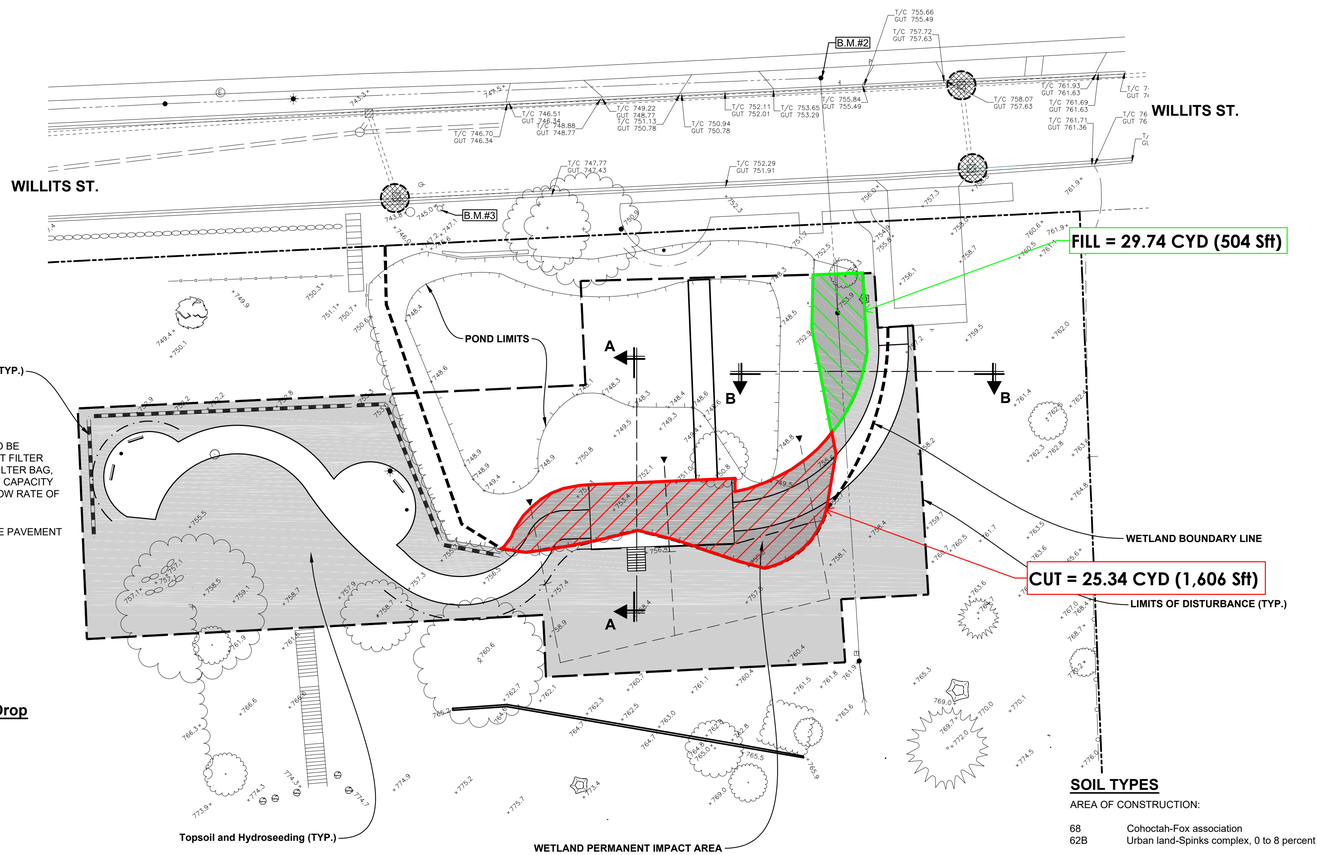
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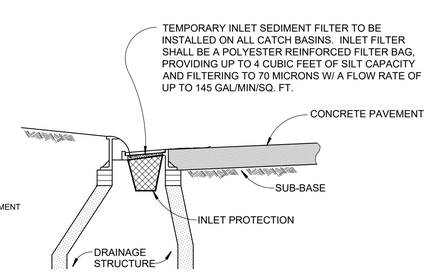


CONSTRUCTION PHASING PLAN
NOT TO SCALE

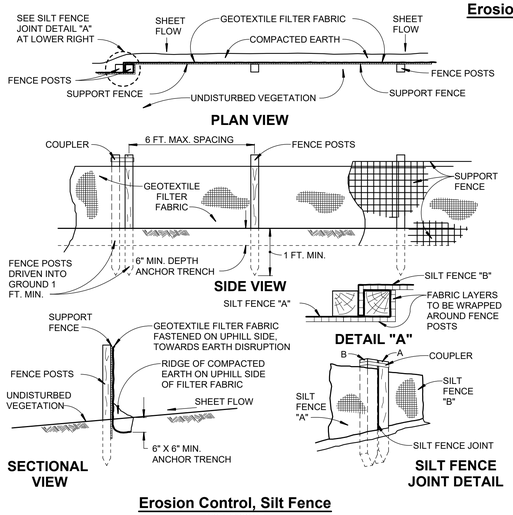


LOCATION MAP
NOT TO SCALE

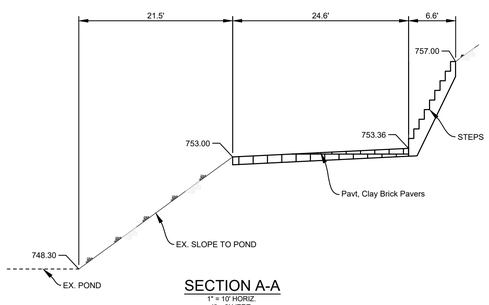




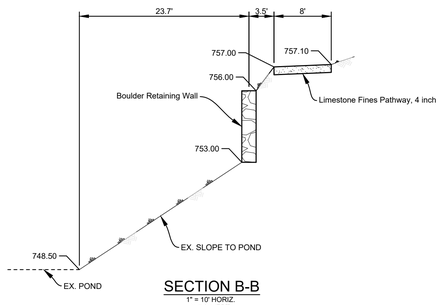
Erosion Control, Inlet Protection, Fabric Drop
NOT TO SCALE



Erosion Control, Silt Fence
NOT TO SCALE



SECTION A-A
1" = 10' HORIZ.
1" = 3' VERT.



SECTION B-B
1" = 10' HORIZ.
1" = 3' VERT.

SOIL TYPES
AREA OF CONSTRUCTION:

68 Cohoctah-Fox association
62B Urban land-Spinks complex, 0 to 8 percent slope

QUANTITIES (THIS SHEET)

Erosion Control, Inlet Protection, Fabric Drop	3	EA
Erosion Control, Silt Fence	180	Ft
Topsoil and Hydroseeding	1200	Syd

GROSS AC. DIST.
0.40 AC.

SOIL EROSION CONTROL LEGEND

KEY	ITEM
	Erosion Control, Inlet Protection, Fabric Drop

THE SOIL EROSION CONTACT PERSON SHALL BE NOTIFIED WHEN THE CONTRACT IS AWARDED

NOTE:
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ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
09-30-2025	EGLE PERMIT REVISIONS

PROJECT NAME:

BIRMINGHAM MUSEUM JOHN WEST HUNTER PARK

SHEET TITLE:

SOIL EROSION AND SOIL CONTROL PLAN

CLIENT:
City of Birmingham

PRELIMINARY CONSTRUCTION RECORD

DRAWN BY:	CHECKED BY:	DATE:
DB	RRK	DECEMBER 2022

SCALE: AS NOTED

Know what's below. Call 72 hours before you dig.

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PROJECT NO.
0221-0054

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EGLE
Permit 209 v1.0
Approved
Issued On:01/30/2026
Expires On:01/30/2026

ATTACHMENT F - OAKLAND COUNTY CDBG CONTRACTOR INFORMATION FORM

Community Name: _____

Please bring the following information to the pre-construction meeting and plan on having your payroll clerk also attend. Certified payrolls will be discussed and need to be correctly submitted on a weekly basis from each contractor that works on the project in order to receive payment for this project.

Contractor Name	Address	Phone #	IRS #	Contract Amount	General Contractor "Yes or No"	Ethnic Code *	Ownership: Male or Female

*Indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate.

Racial/Ethnic Codes:

1 = White Americans: Persons having origins in any of the original peoples of Europe, North Africa, or the Middle East, but not of Hispanic Origin.
2 = Black Americans: Persons having origins in any of the black racial groups of Africa, but not of Hispanic origin.
3 = Native Americans: Persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition.
4 = Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
5 = Asian/Pacific Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, China, India, Japan, Korea, the Philippine Islands, and Samoa.
6 = Hasidic Jews

If you have any questions: Peter Essenmacher, Contract Compliance Officer, 248-830-9596

ATTACHMENT G - REQUIRED FEDERAL FORMS

The attached Federal required forms and guidelines are:

1. "Notice To All Employees" SIGN (WH1321)
2. Build America, Buy America (BABA) Language in Agreements
3. BABA Checklist for CDBG Infrastructure Projects
4. Agreement of the Prime Contractor
5. Contractor Certification
6. Sub-Contractor Certification
7. Certified Payroll Form (WH-347) & Statement of Compliance
8. Payroll Reporting Instructions
9. Employee Interview Form
10. Davis Bacon Prevailing Wage Decision
11. HUD 4010 Labor Relations letter
12. EEO Executive Order 11246
13. Section 3 Requirements
14. Ethnic Ownership Report
15. HUD Contract Provisions
16. Bonding Requirements
17. Sworn Statement
18. Full Unconditional Waiver
19. Labor Standards Compliance Requirements for Self-Employed Laborers & Mechanics
20. Section 3 Contractor Report
21. Section 3 Employee Income Certification Form
22. Inadvertently Uncovering Remains

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Peter Essenmacher, Supervisor
Contract Compliance Unit
Oakland County Neighborhood & Housing
Development,1200 North Telegraph Rd.,34E Pontiac MI
48341-0414

Office: (248) 858-0196
Fax: (248) 858-5311
Toll Free: (888) 350-0900 ext. 80196
Email: essenmacherp@oakgov.com

or contact the U.S. Department of Labor's Wage and Hour Division.

Sample BABA Language in Grant Agreements

The language below is included in all CPD program NOFOs and grant agreements. Similar to other cross cutting requirements, grantees should include the following BABA language in all contracts and agreements with subrecipients, contractors, developers and subgrantees. Grantees and subrecipients should include this language in any NOFOs and procurement bid/contract documents to ensure BABA compliance by subgrantees, developers and/or contractors.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Oakland County Neighborhood & Housing Development
BABA Checklist for CDBG Infrastructure Projects

The Build America, Buy America Act (BABA) requires that all iron and steel, construction materials, and manufactured products used in federally funded infrastructure projects are produced in the United States. This requirement, known as the "Buy America Preference" (BAP), is detailed in the Infrastructure Investment and Jobs Act, Pub. L. 117-58 and 2 CFR 184. Infrastructure is defined by HUD as activities involving rehabilitation, maintenance, and construction of housing, public facilities, and improvements.

This form is utilized during HUD's Phased Implementation to determine which phase and if any waivers apply for projects subject to BAP. All projects that use any amount of CDBG or other federal grant fund, is an infrastructure project, and total cost from all sources is equal to or greater than $250,000, will be subject to BABA under BAP. Projects with a total cost under $250,000 does not apply due to De Minimis, Small Grants, and Minor Components Waiver.

CVT Name_____

Activity_____ PY(s)_____

Estimated ***Total Project Cost*** including all funding sources:_____

Is the BAP language incorporated into all agreements including subawards, contracts, and purchase orders? Y ☐ N ☐

De Minimis General Waiver applies (projects under $250,000)? Y ☐ N ☐

Exigent Circumstances General Waiver applies? Y ☐ N ☐

Tribal Recipient General Waiver applies? Y ☐ N ☐

Does this project involve (check all that apply):

- ☐ Housing improvements, rehabilitation, maintenance, or construction
- ☐ Public facility improvements, rehabilitation, maintenance, or construction

Project Description_____

_____

Does this project have an obligation or contract date on or before 11/15/22? Y ☐ N ☐

2-12-2024

Will this project use FY24 funds (infrastructure contracts signed 10/1/23 – 9/30/24)? Y ☐ N ☐

Will this project use FY25 funds (infrastructure contracts signed 10/1/24 – 9/30/25)? Y ☐ N ☐

Materials that could be needed, check all that apply:

Phase I (Projects that have contracts signed on or after 11/15/2022)

- ☐ Iron
- ☐ Steel

Phase 2 (Projects using FY2024 funding – infrastructure contracts signed 10/1/23 – 9/30/24)

- ☐ Non-ferrous metals
- ☐ Lumber
- ☐ Plastic
- ☐ Polymer-based composite building materials
- ☐ Pipe
- ☐ Tube

Phase 2 (Projects using FY2025 funding – infrastructure contracts signed 10/1/24 – 9/30/25)

- ☐ All other plastic and polymer-based products
- ☐ Glass
- ☐ Fiber optic cable
- ☐ Optical fiber
- ☐ Engineered wood
- ☐ Drywall
- ☐ Manufactured products

A Project-specific Waiver request was made through the Office of Management and Budget, Made in America Office (MIAO) on _____ by _____ (and a copy is attached to this form) for the following:

- ☐ Materials used in the project not produced in the United States or not available in sufficient quantities?
- ☐ The use of domestically produced materials increases the cost of the overall project by more than 25 percent?

https://www.hudexchange.info/resource/6953/baba-quick-guide-cdbg/

2-12-2024

Agreement of Prime Contractor

WE HEREBY AGREE, and will require companies awarded subcontracts for this project to agree, to conform to the policy that during the performance of this contract:

1. We will not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, age, national origin, sex, height, weight, marital status or handicap as provided in Section 3 (A) Act 344, Public Acts of 1965 as amended by Act 349 Public Acts of 1966. We will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap. This obligation includes, but is not limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. We agree to post notices that set forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment, as required and provided by the municipality.
2. We will, in all solicitations or advertisements for employees placed by us or on our behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap.
3. We will send to each labor union or representative or workers with which we have a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the municipality, advising the labor or worker's representative of our commitments under this Contract Compliance Plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. We will comply with and be bound by: all Ordinance provisions when applicable, Contract Compliance Provisions, and any other provisions included in the Specifications. We shall file, and shall cause each of our subcontractors to file, compliance reports with the municipality within such times and in such forms as the municipality shall prescribe. Compliance reports shall contain such information as that regarding the practices, policies, programs and employment statistics of the prime contractor and each subcontractor.
5. We will permit the municipality, the municipality's auditors, the Oakland County Community Development Division, the Oakland County Auditing Division and/or the U.S. Dept. of Housing and Urban Development access to our books, records and accounts for investigation purposes to ascertain observance of this Contract Compliance Plan.
6. We acknowledge that in the event of noncompliance with the nondiscrimination clauses of this contract, or with any applicable rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and that we may be declared ineligible for further municipal contracts in accordance with procedures authorized herein and such other sanctions as may be imposed and remedies involved as provided by ordinance, rule, regulation or as otherwise provided herein or by law.
7. We will include the provisions of paragraphs one through six in every subcontract let under this contract so that these provisions will be binding upon each subcontract, unless otherwise exempted by prior written authorization by the municipality. With respect to any subcontract, we will take such action as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that in the event we are threatened with, or become involved in litigation with a subcontractor or vendor as a result of such direction by the municipality, we may request the municipality to enter into such litigation to protect the interests of the municipality.

General Contractor

Signature Title

Contractor's Certification

Community Development Block Grant Program
Concerning Labor Standards and Prevailing Wage Requirements

TO: Peter Essenmacher, Supervisor
Contract Compliance Unit
Oakland County Neighborhood & Housing
Development,1200 North Telegraph Rd.,34E Pontiac
MI 48341-0414

PROJECT NAME:	PROJECT NUMBER (if any)

1. The undersigned, having executed a contract with _____

in the amount of $_____ for the construction of the above-identified project, acknowledges that:

(a) The Federal Labor Standards Provisions are included in the aforesaid contract.

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) Employer's IRS # is:

(b) Legal name and the business address of the undersigned are:

(c) The undersigned is (**please check one**):

[ ] A Single Proprietorship	[ ] A Corporation Organized in The State of:
[ ] A Partnership	[ ] Other Organization (Describe)

(d) Name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(e) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(f) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

_____
(Name of Contractor)

By_____ Date_____
(Authorized Signature)

Sub Contractor's Certification

Community Development Block Grant Program
Concerning Labor Standards and Prevailing Wage Requirements

TO: Peter Essenmacher, Supervisor
Contract Compliance Unit
Oakland County Neighborhood & Housing
Development, 1200 North Telegraph Rd.,34E
Pontiac MI 48341-0414

PROJECT NAME:	PROJECT NUMBER: (if any)

1. The undersigned, having executed a contract with _____

for _____in the amount of $_____

in the construction of the above-identified project, certifies that:

(a) The Federal Labor Standards Provisions of the Contract are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is Designated as an ineligible contractor pursuant to any of the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about _____
(Date)

3. He certifies that:

(a) EMPLOYER IRS # is:

(b) Legal name and the business address of the undersigned are:

(c) The undersigned is (**please check one**):

[ ] A Single Proprietorship	[ ] A Corporation Organized in The State of:
[ ] A Partnership	[ ] Other Organization (Describe)

(d) Name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(e) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(f) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

_____

(Name of Subcontractor)

_____ Date_____

(Authorized Signature)

U.S. Department of Labor
Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME	PROJECT NO. or CONTRACT NO.	CERTIFIED PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	**WAGE DETERMINATION NO.**	**WEEK ENDING DATE**	**PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS**

(1A) WORKER ENTRY NO.	(1B) WORKER LAST NAME	(1C) WORKER FIRST NAME	(1D) WORKER MIDDLE INITIAL	(1E) WORKER IDENTIFYING NO.	(2) (J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	(3) LABOR CLASSIFICATION	(4) ST = STRAIGHT TIME OT = OVERTIME	(4) (TOP) DAYS OF WORK WEEK (BOTTOM) DATES — HOURS WORKED EACH DAY	(5) TOTAL HOURS WORKED FOR WEEK	(6A) HOURLY WAGE RATE PAID FOR ST AND OT	(6B) TOTAL FRINGE BENEFIT CREDIT	(6C) PAYMENT IN LIEU OF FRINGE BENEFITS	(7A) GROSS AMT EARNED	(7B) GROSS AMT EARNED FOR **ALL WORK**	(8) DEDUCTIONS FOR **ALL WORK**: TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	(9) NET PAY TO WORKER FOR **ALL WORK**
							ST												
							OT												
							ST												
							OT												
							ST												
							OT												
							ST												
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION		**WEEK ENDING DATE**	**CERTIFYING OFFICIAL's NAME AND TITLE**

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED		NAME OF LABOR CLASSIFICATION
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	TOTAL HOURLY CREDIT
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hrly Credit $	$

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(___) ___ -____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

U.S. DEPARTMENT OF LABOR

Wage and Hour Division

Instructions For Completing Davis-Bacon and Related Acts Weekly Certified Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1235-0008, Expires 01/31/2028.

General: Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with *identical* wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor's obligation to pay fringe benefits may be met through the contractor's contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits, and provides for the contractor or subcontractor's certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.

Detailed instructions for completing the first page of Form WH-347 follow:

"Check Box" for Submission of Final DBRA Certified Payroll Form: Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

"Check Box" for Prime Contractor or Subcontractor: Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

Project Name: Enter the name of the project on which you are reporting.

Project No. or Contract No.: Enter the project number or the prime contract number assigned by the relevant contracting agency (if available).

Certified Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Submit Feedback

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Wage Determination No.: Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

Week Ending Date: Enter the workweek ending date for this pay period.

Prime Contractor's/Subcontractor's Business Address: Enter the company's full business address.

Column 1A – Worker Entry No.: Beginning with the number "1", enter each worker's entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

Column 1B – Worker Last Name: Self-explanatory.

Column 1C – Worker First Name: Self-explanatory.

Column 1D – Worker Middle Initial: Self-explanatory.

Column 1E – Worker Identifying No.: Enter each worker's individual identifying number (e.g., last four digits of the worker's social security number or any number specific to the individual worker) on each weekly certified payroll submitted. ***Note:*** *workers' full Social Security numbers must* ***not*** *be included.*

Column 2 – Journeyworker / Registered Apprentice: Enter "J" if the worker is a journeyworker or "RA" if the worker is a registered apprentice in an apprenticeship program approved by DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

Column 3 – Labor Classification: List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

Column 4 – Hours Worked Each Day: In column 4 in the table above row 1, please enter the first letter for each day of the contractor's workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor's workweek starts on Tuesday and ends on Monday, enter "T" for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with "M" on the last box of the first row. In the second row, enter the corresponding date for each day of the week. Please see example below:

T	W	T	F	S	S	M
6/16	6/17	6/18	6/19	6/20	6/21	6/22

For worker-specific entries, please enter hours worked on this project as straight time ("ST") and overtime ("OT") in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime ("OT") (including hours worked on and off the site of the work of the covered contract). ***Note:*** *For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit Overtime Pay on Government Contracts.*

Column 5 – Total Hours Worked for the Week: Enter the total number of the hours worked entered in column four.

Submit Feedback

Column 6A – Hourly Wage Rate Paid for ST and OT: For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. ***Note:*** *do not include cash payments in lieu of fringe benefits in this column.*

Column 6B – Total Fringe Benefit Credit: Enter the total of the contractor's or subcontractor's contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits". This amount should equal the worker's total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits".

Column 6C – Payment in Lieu of Fringe Benefits: Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker's total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

Column 7A – Gross Amount Earned: Enter the worker's gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

Column 7B –Gross Amount Earned for all Work: If part of a worker's weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

Column 8 – Deductions for all Work: Enter all deductions made from worker's total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and "Other" deductions. If the amount under "Other" deductions is specific to one deduction, please describe the deduction under "Additional Remarks" on page 2 of this certified payroll form. If the amount under the "Other" deductions made from the worker's pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the "Total Deductions" column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker's weekly gross wage for all projects. ***Note:*** *Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.*

Column 9 – Net Payment to Worker for All Work: Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

Detailed instructions for completing the second page of Form WH-347 follow:

Project Name: Enter the name of the project on which you are reporting.

Project No. Or Contract No.: Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Week Ending Date: Enter the workweek ending date for this pay period.

Certifying Official's Name and Title: Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

Statement of Compliance: While the "Statement of Compliance" need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please "check" each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always **must** be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

Submit Feedback

If any worker is being paid as an apprentice during the period, box 4 **must** be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter "Not Applicable" or "N/A" in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled "Hourly Credit for Fringe Benefits" must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits provided directly by the contractor (commonly referred to as an "unfunded plan"), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

Note: *If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.*

Additional Remarks: Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

Signature of Certifying Official, Date, Telephone Number, and Email Address: The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer's identity.
Note: *Photocopies or scanned copies of signatures do not satisfy this requirement.*

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: *In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.*

Submit Feedback

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Wage and Hour Division

An agency within the U.S. Department of Labor

200 Constitution Ave NW
Washington, DC 20210
1-866-4-US-WAGE
1-866-487-9243
www.dol.gov

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Submit Feedback

Record of Employee Interview Instructions	U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards	OMB Approval No. 2501-0009 (exp. 12/31/2024)

Instructions

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Record of Employee Interview

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009
(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501- 0009

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.

A. **AUTHORITY:** Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.

B. PURPOSE: The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.

C. ROUTINE USES: The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.

D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes ☐ No ☐		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	4c. Pay stub? Yes ☐ No ☐
5. Your job classification(s) (list all) --- continue in block 18 if necessary					
6. Your duties --- continue in block 18 if necessary					
7. Tools or equipment used --- continue in block 18 if necessary					
8. Are you an apprentice or trainee? Yes ☐ No ☐			10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Yes ☐ No ☐		
9. Are you paid for all hours worked? Yes ☐ No ☐			11. Have you ever been threatened or coerced into giving up any part of your pay? Yes ☐ No ☐		
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks --- continue in block 18 if necessary					
15a. Interviewer Name (Please Print)		15b. Signature of Interviewer		15c. Date of Interview	

Payroll Examination

16. Remarks --- continue in block 18 if necessary	
17a. Signature of Payroll Examiner	17b. Date

CONFIDENTIAL

18. Additional Remarks

CONFIDENTIAL

"General Decision Number: MI20260095 01/02/2026

Superseded General Decision Number: MI20250095

State: Michigan

Construction Type: Building

County: Oakland County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/02/2026

ASBE0025-002 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 40.74	32.59

BOIL0169-001 07/01/2025

	Rates	Fringes
BOILERMAKER	$ 43.50	36.74

BRMI0001-001 06/01/2024

	Rates	Fringes
BRICKLAYER	$ 41.66	26.53
TILE FINISHER	$ 33.50	23.52
TILE SETTER	$ 40.53	23.62

CARP0687-003 06/01/2025

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Building)	$ 42.44	31.43

CARP1045-001 06/01/2025

	Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring)	$ 36.76	21.11

CARP1102-002 06/01/2025

	Rates	Fringes
MILLWRIGHT	$ 42.92	39.13

ELEC0058-011 07/02/2024

	Rates	Fringes
ELECTRICIAN		
Excludes Alarm Installation & Low Voltage Wiring	$ 51.32	28.54
Low Voltage Wiring Installer	$ 31.64	17.72
Low Voltage Wiring Technician	$ 39.93	17.97

ELEV0036-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 65.01	38.435+a+b

FOOTNOTES:

A. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

B. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0324-017 06/01/2025

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 51.29	25.35
GROUP 2	$ 48.79	25.35
GROUP 3	$ 48.29	25.35
GROUP 4	$ 47.99	25.35
GROUP 5	$ 47.17	25.35
GROUP 6	$ 46.31	25.35
GROUP 7	$ 45.34	25.35
GROUP 8	$ 43.63	25.35
GROUP 9	$ 35.29	25.35

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, $.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, $.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

IRON0025-019 06/01/2025

	Rates	Fringes
IRONWORKER		
REINFORCING	$ 36.55	33.37
STRUCTURAL	$ 36.55	35.93

IRON0025-022 06/01/2025

	Rates	Fringes
IRONWORKER STRUCTURAL (Metal Building Erection Only)	$ 30.02	27.43

LABO0259-002 08/01/2025

	Rates	Fringes
LABORER: Asbestos Abatement (Removal from Floors, Walls & Ceilings)	$ 39.08	15.92

LABO0334-005 06/01/2025

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1	$ 29.93	9.10
GROUP 2	$ 27.71	9.10

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

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LABO1076-003 06/01/2025

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete; Pipelayer; Sandblaster	$ 38.00	18.25

PAIN0022-003 06/01/2022

	Rates	Fringes
PAINTER: Brush and Roller	$ 32.85	20.41
PAINTER: Drywall Finishing/Taping	$ 32.85	20.41
PAINTER: Spray	$ 26.86	17.66

PAIN0357-002 06/01/2025

	Rates	Fringes
GLAZIER	$ 42.00	25.55

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

PLAS0067-001 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 30.63	14.07

PLAS0067-004 04/01/2014

	Rates	Fringes
PLASTERER	$ 30.63	14.07

PLUM0098-001 06/01/2025

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe and Unit Installation	$ 43.34	32.92

PLUM0636-011 06/05/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation; Excludes HVAC System Installation)	$ 40.30	38.80

ROOF0149-001 07/01/2024

	Rates	Fringes
ROOFER	$ 42.68	28.75

SFMI0704-001 08/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 53.57	33.95

SHEE0080-001 06/01/2024

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation	$ 42.51	35.77

TEAM0247-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1		
Flatbed; Pickup; Dump & Tandem	$ 31.03	0.70+a+b
GROUP 2		
Semi	$ 31.18	0.70+a+b
GROUP 3		
Lowboy	$ 31.28	0.70+a+b

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:
a. $456.70 per week, plus $67.10 per day.

SUMI2011-020 02/01/2011

	Rates	Fringes
ELECTRICIAN (Alarm Installation)	$ 24.31	5.53
INSTALLER - OVERHEAD DOOR	$ 27.98	0.00
IRONWORKER, ORNAMENTAL	$ 18.48	7.93
TRUCK DRIVER: Tractor Haul Truck	$ 13.57	1.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
"

"General Decision Number: MI20260001 01/09/2026

Superseded General Decision Number: MI20250001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Modification Number	Publication Date
0	01/02/2026
1	01/09/2026

* CARP0004-004 06/01/2025

REMAINDER OF STATE

	Rates	Fringes
CARPENTER (Piledriver)	$ 35.57	21.54

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* CARP0004-005 06/01/2025

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver)	$ 41.37	28.69

ELEC0017-005 06/01/2025

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver	$ 33.32	33%+7.40
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers	$ 49.26	33%+7.40
Journeyman Specialist	$ 56.65	33%+7.40
Operator A	$ 41.71	33%+7.40
Operator B	$ 38.98	33%+7.40

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.
Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.
Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

ENGI0324-003 06/01/2025

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1	$ 55.42	28.25
GROUP 2	$ 56.42	28.25
GROUP 3	$ 53.92	28.25
GROUP 4	$ 54.92	28.25
GROUP 5	$ 52.42	28.25
GROUP 6	$ 53.42	28.25
GROUP 7	$ 52.15	28.25
GROUP 8	$ 53.15	28.25
GROUP 9	$ 51.70	28.25
GROUP 10	$ 52.70	28.25
GROUP 11	$ 50.97	28.25
GROUP 12	$ 51.97	28.25
GROUP 13	$ 50.61	28.25
GROUP 14	$ 51.61	28.25
GROUP 15	$ 49.97	28.25
GROUP 16	$ 46.77	28.25
GROUP 17	$ 32.29	15.40
GROUP 18	$ 35.78	28.25

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic and 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tired backhoe

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

ENGI0324-004 06/01/2025

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1	$ 55.02	28.25
GROUP 2	$ 52.15	28.25
GROUP 3	$ 50.61	28.25
GROUP 4	$ 46.77	28.25
GROUP 5	$ 32.29	15.40
GROUP 6	$ 35.78	28.25
AREA 2		
GROUP 1	$ 55.02	28.25
GROUP 2	$ 52.15	28.25
GROUP 3	$ 50.61	28.25
GROUP 4	$ 46.77	28.25
GROUP 5	$ 32.29	15.40
GROUP 6	$ 35.78	28.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: $1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: $3.00 additional to the group 1 rate.
PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6"" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

ENGI0324-005 09/01/2025

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Underground construction (including sewer))		
AREA 1:		
GROUP 1	$ 45.98	25.25
GROUP 2	$ 41.25	25.25
GROUP 3	$ 40.52	25.25
GROUP 4	$ 39.95	25.25
GROUP 5	$ 30.35	12.10
AREA 2:		
GROUP 1	$ 45.98	25.25
GROUP 2	$ 41.25	25.25
GROUP 3	$ 40.52	25.25
GROUP 4	$ 39.95	25.25
GROUP 5	$ 30.35	12.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope

paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller);Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-l/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

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* ENGI0324-006 06/01/2025

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators: (AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION)		
GROUP 1	$ 46.21	25.25
GROUP 2	$ 45.06	25.25
GROUP 3	$ 38.33	25.25
GROUP 4	$ 37.77	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Paver Operator (5 bags or more); Slip Form Paver; Asphalt Paver (self propelled); Shovel (Excavator) installing utilities over 20 feet in depth.

Group 2: Asphalt plant operator; crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel (Excavator) operator; Locomotive operator; Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt planner (self- propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete); tractor operator (farm type with attachment); Wagon Drill operator; Boom or winch hoist truck operator.

GROUP 3: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm); End Loader operator (1 yard Capacity and over); Side boom tractor (type D or equivalent or larger; Endloader operator *under 1 yard capacity; Trencher (service).

GROUP 4: Boiler fire tender; Concrete Breaker; Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Roller operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier operator (asphalt); Vibratory compaction equipment operator (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump;Skid steer.

ENGI0324-007 05/01/2025

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and		

forklift.....$ 43.30 25.00
Crane operator, main boom
& jib 120' or longer.....$ 49.77 25.00
Crane operator, main boom
& jib 140' or longer.....$ 50.07 24.60
Crane operator, main boom
& jib 220' or longer.....$ 50.66 25.00
Mechanic with truck and
tools.....$ 48.90 25.00
Oiler and fireman.....$ 41.76 25.00
Regular operator.....$ 47.12 25.00

ENGI0324-008 10/01/2023

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1	$ 37.37	15.44
GROUP 2	$ 35.33	15.44

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

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ENGI0325-012 05/01/2025

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1	$ 39.78	25.25
GROUP 2	$ 36.05	25.25

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as ""distribution work,"" starting from the first metering station, connection, similar or related facility, of the main or cross country

pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

IRON0008-007 06/01/2024

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector	$ 23.70	6.95
IRONWORKER		
General contracts $10,000,000 or greater	$ 39.91	32.32
General contracts less than $10,000,000	$ 39.91	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0025-002 06/01/2025

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN		

BUREN AND WEXFORD COUNTIES:.$ 28.80 27.43
Bay, Genesee, Lapeer,
Livingston (east of
Burkhardt Road), Macomb,
Midland, Oakland, Saginaw,
St. Clair, The University
of Michigan, Washtenaw
(east of U.S. 23) & Wayne...$ 30.02 28.13
IRONWORKER
Ornamental and Structural...$ 36.55 35.93
Reinforcing.....$ 36.55 32.87

IRON0055-005 07/01/2022

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings	$ 23.59	19.35
All other work	$ 33.00	27.20

IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector)	$ 31.75	22.84

LABO0005-006 10/01/2022

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C	$ 17.45	12.75
class b	$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D	$ 16.45	12.75
class a	$ 17.64	12.90
Zone 10		
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		

Levels A, B or C.....$ 25.18 12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;
Also, Level D.....$ 22.58 12.90

Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)

Levels A, B or C.....$ 21.88 13.26
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;
Also, Level D.....$ 20.80 12.90

Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)

Levels A, B or C.....$ 23.74 12.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;
Also, Level D.....$ 20.80 12.90

Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)

Levels A, B or C.....$ 26.33 12.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;
Also, Level D.....$ 24.64 12.90

Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)

Levels A, B or C.....$ 24.20 13.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;
Also, Level D.....$ 23.20 13.80

Laborers - hazardous waste abatement: (HILLSDALE,

JACKSON AND LENAWEE COUNTIES
- Zone 4)
Levels A, B or C.....$ 27.13 14.95
Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;
Also, Level D.....$ 24.17 12.90
Laborers - hazardous waste
abatement: (LIVINGSTON COUNTY
(east of Oak Grove Rd. and
south of M-59, excluding the
city of Howell); AND
WASHTENAW COUNTY - Zone 3)
Levels A, B or C.....$ 29.93 14.20
Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;
Also, Level D.....$ 28.93 14.20
Laborers - hazardous waste
abatement: (MACOMB AND WAYNE
COUNTIES - Zone 1)
Levels A, B or C.....$ 29.93 16.90
Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;
Also, Level D.....$ 28.93 16.90
Laborers - hazardous waste
abatement: (MONROE COUNTY -
Zone 4)
Levels A, B or C.....$ 31.75 14.90
Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;
Also, Level D.....$ 31.75 14.90
Laborers - hazardous waste
abatement: (OAKLAND COUNTY
and the Northeast portion of
LIVINGSTON COUNTY bordered by
Oak Grove Road on the West
and M-59 on the South - Zone
2)
Level A, B, C.....$ 29.93 16.90
Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;
Also, Level D.....$ 28.93 16.90
Laborers - hazardous waste
abatement: (SANILAC AND ST.
CLAIR COUNTIES - Zone 5)
Levels A, B or C.....$ 26.21 16.62
Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;

Also, Level D.....$ 24.75 16.35

LABO0259-001 09/01/2025

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES
AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW AND WEXFORD COUNTIES

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
AREA 1		
GROUP 1	$ 30.13	22.75
GROUP 2	$ 32.13	22.75
GROUP 3	$ 28.13	22.75
GROUP 4	$ 23.97	16.93
GROUP 5	$ 24.22	16.93
GROUP 6	$ 24.55	16.93
GROUP 7	$ 17.83	16.93
AREA 2		
GROUP 1	$ 32.13	17.95
GROUP 2	$ 34.40	17.95
GROUP 3	$ 28.00	17.45
GROUP 4	$ 29.57	16.93
GROUP 5	$ 25.76	16.93
GROUP 6	$ 26.07	16.93
GROUP 7	$ 25.57	16.93

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe

jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0334-001 09/01/2025

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES:		
GROUP 1	$ 29.98	22.75
GROUP 2	$ 31.98	22.75
GROUP 3	$ 28.14	22.75
GROUP 4	$ 23.71	16.72
GROUP 5	$ 24.17	16.72
GROUP 6	$ 22.00	16.72
GROUP 7	$ 17.84	16.72
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1	$ 32.10	17.45
GROUP 2	$ 34.10	17.45
GROUP 3	$ 30.10	17.45
GROUP 4	$ 25.10	16.72
GROUP 5	$ 25.25	16.72
GROUP 6	$ 22.55	16.72
GROUP 7	$ 22.11	16.72
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1	$ 30.29	17.45
GROUP 2	$ 32.29	17.45
GROUP 3	$ 28.29	17.45
GROUP 4	$ 23.30	16.72
GROUP 5	$ 23.44	16.72
GROUP 6	$ 20.74	16.72
GROUP 7	$ 22.23	16.72
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,		

CHEBOYGAN, CLARE,
CRAWFORD, EMMET,
GLADWIN, GRAND TRAVERSE,
GRATIOT AND HURON
COUNTIES; IONIA COUNTY
(EXCEPT THE CITY OF
PORTLAND); IOSCO,
ISABELLA, KALAMAZOO,
KALKASKA, KENT,
LAKE,LEELANAU, MANISTEE,
MASON, MECOSTA, MIDLAND,
MISSAUKEE, MONTCALM,
MONTMORENCY, MUSKEGON,
NEWAYGO, OCEANA, OGEMAW,
OSCEOLA, OSCODA, OTSEGO,
OTTAWA, PRESQUE ISLE,
ROSCOMMON, SAGINAW, ST.
JOSEPH, TUSCOLA, VAN BUREN
AND WEXFORD COUNTIES:

GROUP 1	$ 28.72	18.45
GROUP 2	$ 30.72	18.45
GROUP 3	$ 26.72	18.45
GROUP 4	$ 22.33	16.72
GROUP 5	$ 22.45	16.72
GROUP 6	$ 19.67	16.72
GROUP 7	$ 22.30	16.72

ZONE 5 - ALGER, BARAGA,
CHIPPEWA, DELTA,
DICKINSON, GOGEBIC,
HOUGHTON, IRON,
KEWEENAW, LUCE, MACKINAC,
MARQUETTE, MENOMINEE,
ONTONAGON AND SCHOOLCRAFT
COUNTIES:

GROUP 1	$ 29.98	22.75
GROUP 2	$ 30.09	19.45
GROUP 3	$ 26.09	19.45
GROUP 4	$ 22.56	16.72
GROUP 5	$ 22.64	16.72
GROUP 6	$ 19.99	16.72
GROUP 7	$ 22.45	16.72

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under

Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0465-001 06/01/2025

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1	$ 35.51	14.45

GROUP 2	$ 31.96	14.45
GROUP 3	$ 35.82	14.45
GROUP 4	$ 35.90	14.45
GROUP 5	$ 36.11	14.45
GROUP 6	$ 36.41	14.45
LABORER (AREA 2)		
GROUP 1	$ 33.37	14.45
GROUP 2	$ 30.03	14.45
GROUP 3	$ 33.81	14.45
GROUP 4	$ 34.16	14.45
GROUP 5	$ 34.03	14.45
GROUP 6	$ 34.37	14.45
LABORER (AREA 3)		
GROUP 1	$ 32.62	14.45
GROUP 2	$ 33.83	14.45
GROUP 3	$ 33.12	14.45
GROUP 4	$ 33.56	14.45
GROUP 5	$ 33.18	14.45
GROUP 6	$ 33.61	14.45
LABORER (AREA 4)		
GROUP 1	$ 33.52	13.45
GROUP 2	$ 33.73	13.45
GROUP 3	$ 34.02	13.45
GROUP 4	$ 34.46	13.45
GROUP 5	$ 34.08	13.45
GROUP 6	$ 34.51	13.45

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing,(other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender(including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

LABO1076-005 04/01/2025

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1	$ 28.41	13.45
Zone 2	$ 24.55	13.45
Zone 3	$ 23.55	13.45
Zone 4	$ 22.92	13.45
Zone 5	$ 22.95	13.45

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: $.40 per hour above the base pay rate.

Zone 1 - Macomb, Oakland and Wayne
Zone 2 - Monroe and Washtenaw
Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair
Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft
Zone 5 - Remaining Counties in Michigan

PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER	$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, $0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges,

overpasses, tanks or steel, $0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, $0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, $0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, $0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, $0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, $0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, $1.25 per hour additional.

PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		
Brush and roller	$ 23.74	13.35
Spray, Sandblast, Sign Painting	$ 24.94	13.35

PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER	$ 25.49	13.74

PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER	$ 25.49	13.74

PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER	$ 25.49	13.74

FOOTNOTES: Lead abatement work: $1.00 per hour additional.

PAIN1011-003 06/02/2022

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER	$ 24.66	14.99

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: $.65 per hour additional. 80 ft. and over: $1.30 per hour additional.

PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER	$ 23.79	12.02

FOOTNOTES: Lead abatement work: $1.00 per hour additional. Work with any hazardous material: $1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: $1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: $1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): $1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: $1.00 per hour additional, paid from the ground up.

PAIN1803-003 06/01/2025

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE

ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER		
Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants	$ 29.23	19.11
All other work, including maintenance of industrial plant	$ 29.35	19.05

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: $1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: $1.25 per hour additional.

PLAS0514-001 06/01/2023

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1	$ 33.00	18.51
ZONE 2	$ 31.50	18.51

PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,

KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline:		
Welding in conjunction with gas distribution pipeline work	$ 33.03	20.19
All other work:	$ 24.19	12.28

TEAM0007-004 06/01/2025

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys	$ 33.55	.75 + a+b
Trucks under 8 cu. yds.	$ 33.40	.75 + a+b
Trucks, 8 cu. yds. and over	$ 33.40	.75 + a+b
AREA 2		
Euclids, double bottoms and lowboys	$ 33.65	.75 + a+b
Trucks under 8 cu. yds.	$ 33.50	.75 + a+b
Trucks, 8 cu. yds. and over	$ 33.50	.75 + a+b

Footnote:
a. $470.70 per week
b. $68.70 daily

TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,

LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1	$ 21.78	11.83
GROUP 2	$ 25.27	11.8375
AREA 2		
GROUP 1	$ 22.03	11.83
GROUP 2	$ 25.02	11.8375

FOOTNOTE:

a. $132.70 per week, plus $17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

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TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1	$ 23.82	19.04
GROUP 2	$ 23.91	19.04
GROUP 3	$ 24.12	19.04
AREA 2		
GROUP 1	$ 24.12	19.04
GROUP 2	$ 24.26	19.04
GROUP 3	$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention,

oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

SUMI2002-001 05/01/2002

	Rates	Fringes
FLAG PERSON	$ 10.10	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)	$ 26.63	14.45
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)	$ 25.03	14.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1	$ 35.51	14.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2	$ 31.96	14.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1	$ 33.37	14.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2	$ 30.03	14.45

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent

pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/whd/forms/* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. ``Covered area'' means the geographical area described in the solicitation from which this contract resulted;

b. ``Director'' means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. ``Employer identification number'' means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. ``Minority'' includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of

race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted constuction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in

the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or

community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newpaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and

discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative

action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at

least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment
Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.
[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

Section 3 clause 24 CFR 75

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall be directed to low- and very low-income persons, particularly persons who are recipients of government assistance for housing or residence of the community in which the Federal assistance is spent.
B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.
C. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
D. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

ETHNIC OWNERSHIP REPORT

Attention general contractor and subcontractors, please respond to the following (print or type).
Mark the descriptions below that indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate.

◯ **Female** ◯ **Male**

◯ **White Americans**: persons having origins in any of the original peoples of Europe, North Africa, or the Middle East, but not of Hispanic Origin.

◯ **Black Americans**: persons having origins in any of the black racial groups of Africa, but not of Hispanic origin.

◯ **Native Americans**: persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition.

◯ **Hispanic Americans**: persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

◯ **Asian/Pacific Americans**: persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

◯ **Other: Please Specify:** _____

Date _____

Project _____

Business Name _____

Representative Name _____

Position _____

Signature _____

Any questions? Call Peter Essenmacher , Supervisor, Contract Compliance Unit (248)

(248) 830-9596

CDBG
Contract Provisions

A grantee's and subgrantee's contracts must contain the provisions listed here. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contractors more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity, " as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

(4) Compliance. With the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with Davis Bacon Act (40 U.S.C.276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11788, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
[53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]

(14) Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (https://www.sam.gov/SAM/), Oakland County Neighborhood & Housing Development has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.

Oakland County
CDBG
Construction Bonding Requirements

Required bid bond for all construction or facility improvement contracts or subcontracts:

1. A ***bid guarantee*** is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument **accompanying a bid** as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.
2. The above described bid guarantee or bid bond must be submitted at the time of the bid; If a contractor fails to deliver the required guarantee or bond, the bid will be rejected.

Additional required bonds for construction or facility improvement contracts or subcontracts exceeding $50,000.00:

1. A ***performance bond*** shall be delivered to the agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

2. A ***payment bond*** (labor & material bond) shall be delivered to the agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

3. The above described performance and payment bonds must be submitted at the time of contract signing when construction or facility improvement contracts or subcontracts exceed $50,000.00.

OC File #_____

Sworn Statement
Oakland County Neighborhood & Housing Development

_____being duly sworn, deposes and says that _____is the (contractor) (Sub-Contractor) for an improvement to the following described real property situated in: Oakland County, Michigan, described as follows:

_____.

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages of fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Number	Subcontractor	Type of improvement furnished	Amount currently owed
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

That 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 Owner of the (contractor) (subcontractor) for the purpose of representing to the owner of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No.497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE MICHIGAN CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE MICHIGAN CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPLIED LAWS.

_____ (Deponent). Subscribed and sworn to me this _____ day of _____.

_____ Notary Public, _____County Michigan- My commission expires _____.

Oakland County Neighborhood & Housing Development
FULL UNCONDITIONAL WAIVER

Oakland County File Number:_____

My/our contract with_____

To provide_____

For an improvement to the property described as:

_____

_____

_____

HAVE BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LEIN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

Company name: _____

Company address: _____

Legal signature of lien claimant: _____

Name printed: _____

Date: _____

Updated 01/31/23

This page is located on the U.S. Department of Housing and Urban Development's Homes and Communities website at https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olr_9601.

Labor Standards Compliance Requirements

Information by State
Print version

Date: December 2, 1996 **(Rev 1) Letter No. LR-96-01**

Subject: **Labor standards compliance requirements for self-employe laborers and mechanics (aka *Working Subcontractors*)**

I. HUD policy on prevailing wage applicability.
II. Compliance and certification parameters.
III. Owners of businesses working with their crews.
IV. Owner-Operators of power equipment.
V. Truck drivers.

The Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as "working subcontractors") have long been a confusing and contentious area for the Department of Labor (DOL), HUD, the Internal Revenue Service and contractors and subcontractors.

The following policy represents an effort to provide practical guidance for field application. The guidance more specifically concerns the wage certification requirements for self-employed mechanics and laborers on projects subject to Federal labor standards provisions including Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations. This policy does not attempt to establish whether working subcontractors are subject to Federal labor standards nor whether such working subcontractors are *bona fide*. The clear meaning of statutory provisions and regulatory definitions does not require further examination of applicability. Additionally, statutory and regulatory language are clear that the question of whether certain self-employed laborers and mechanics are bona fide subcontractors is not germane to the issue of prevailing wage standard applicability.

I. ***HUD policy on prevailing wage applicability.***

The Davis-Bacon Act (DBA), HUD program Related Acts (DBRA) concerning the payment of prevailing wages as determined by the Secretary of Labor, and the U.S. Housing Act of 1937 concerning the payment of prevailing wage rates established by HUD provide that the wage protections afforded in these statutes apply to laborers and mechanics employed on the covered work. The DBA and DBRA implementing regulations (29 CFR Part 5) specifically stipulate that these protections are provided **regardless of any contractual relationship which may be alleged to exist** between the contractor and such laborers and mechanics. Additionally, all laborers and mechanics must be paid unconditionally and not less often than once per week. HUD has followed DBA/DBRA prevailing wage parameters in its implementation, administration and enforcement of HUD-determined maintenance and nonroutine maintenance prevailing wage standards. (*NOTE*: The requirement to pay weekly wages is not applicable to the payment of

prevailing routine maintenance wage rates related to laborers and mechanics engaged in the operation of PHA and IHA housing developments.)

Therefore, it is HUD policy that in all cases where laborers and mechanics are employed on Federal prevailing wage-covered construction, maintenance and nonroutine maintenance work, laborers and mechanics shall be entitled to compensation (in the case of Davis-Bacon wages, *weekly* compensation) at wage rates not less than the prevailing rate for the type of work they perform **regardless of any contractual relationship alleged to exist between a contractor or subcontractor and such laborers or mechanics**.

The above policy statement is not a departure from previous HUD directives. The guidance presented below establishes uniform HUD-assisted program contract administration and enforcement parameters for labor standards compliance and prevailing wage certification.

II. ***Compliance and certification parameters.***

HUD policy clearly affords prevailing wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole-proprietors, partners, corporate officers, or others. This policy in no way precludes or limits any business or individual from participating in HUD-assisted construction, maintenance, or nonroutine maintenance work. The

issue is not one of *eligibility*, whether such persons are permitted to work on HUD-assisted projects, but of compliance standards - what HUD will accept from contractors and subcontractors to demonstrate that proper compliance has been achieved.

In this context, this Letter establishes a HUD administrative policy that laborers and mechanics may not certify to the payment of their **own** prevailing wages **EXCEPT** where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew. (This exception is described in detail in Paragraph III. Owner-operators of power equipment are discussed in Paragraph IV; Truck drivers are discussed in Paragraph V.)

The most frequent occurrence of self-employed workers on HUD-assisted projects involves mechanic/trade classifications (i.e., not laborer classifications). (For ease of reference, laborers and mechanics in this context are referred to as "mechanics" and include any case involving laborers.) These mechanics may be represented as sole-proprietors, self-employed mechanics, partners, or corporate officers - all with no direct employees engaged in the covered work.

Accordingly, HUD, and program participants responsible for labor standards administration and enforcement (e.g., PHAs, IHAs, CDBG recipients), may not accept certified payrolls reporting single or multiple owners (e.g., partners) certifying that they have paid to themselves the prevailing wage for their craft. For example, a sole-proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Neither may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or subcontractor (the "responsible employer") for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw for

performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one half) for all hours worked in excess of 40 hours per

week, pursuant to the Contract Work Hours and Safety Standards Act (CWHSSA), where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics may fluctuate from week to week. However, the effective hourly wage rate **may not** be less than the minimum prevailing rate for the respective craft. In any case where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing rate on the wage determination for that craft.

III. ***Owners of businesses working with their crew.***

Owners of businesses working with their crew on the same HUD-assisted job site may certify to the payment of their own prevailing wages in conjunction with the prevailing wages paid to their employees. This exception to reporting standards *does not* suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner for his/her own wages as that certification *accompanies* the certification offered for the payment of prevailing wages to his/her employees. Such owners need only list their name, work classification including "owner," and the daily and total hours worked. (Such owners *do not* need to list a rate of pay or amounts earned.)

IV. ***Owner-operators of power equipment.***

Frequently, *owner-operators of power equipment* (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs versus hourly *labor* salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator.

Note: Owner-operators of power equipment, like self-employed mechanics, may not submit their own payrolls certifying to the payment of their own wages BUT must be carried on the responsible contractor's certified payroll report.

V. ***Truck drivers.***

As outlined earlier in this Letter, a DOL administrative policy excludes *bona fide owner-operators of trucks who are independent contractors* from DBRA/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" must be reported on weekly payrolls *but* the payrolls do not need to show the hours worked or rates - only the notation "Owner-operator." ***Note*** that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to DBRA/CWHSSA provisions

in the usual manner.

This policy ***does not*** pertain to owner-operators of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in paragraph IV, above).

These compliance standards shall take effect immediately. Any exceptions to these standards must be approved in advance in writing by HUD Headquarters Office of Labor Relations.

Any questions concerning this *Letter* may be directed to the Office of Labor Relations at (202)708-0370 or, in the case of HUD program participants, to the HUD Field Labor Relations Staff with jurisdiction for your area.

Visit the Office of Labor Relations on the World Wide Web HUD Home Page

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Return to OLR letters

Content current as of 11 March 2003

U.S. Department of Housing and Urban Development
451 7th Street, S.W., Washington, DC 20410
Telephone: (202) 708-1112 Find the address of a HUD office near you

Contractor

Section 3 Report

Oakland County

Neighborhood & Housing Development Division

NEW HIRES (includes workers who have worked with the contractor in the recent past but did not continue to work for the contractor since the last job.)

This form is distributed to the General Contractor at the contract signing. The general contractor is also required to provide this form to any subcontractors they hire for this project.

Contractor Name:	
Oakland County CDBG File #:	
Municipality:	
Project Name:	
Contract Amount:	$
Total Hours on Job:	

Review the information below and check all that apply for this project:

_____ We ***currently have*** employees who meet Section 3 criteria.

_____ We ***have*** **hired** employees who meet Section 3 criteria.

_____ We ***have*** **hired** employees that live within the Metropolitan Statistical Area (MSA) Target Area

_____ We ***have not*** **hired** any new employees.

We have taken one or more of the following recruitment steps to find MSA Target Area Vicinity residents and residents that meet Section 3 criteria.

_____ We **have advertised** to fill vacancies at the site, where work is taking place, in connection with this project via the following.
_____ Place signs or posters in prominent places within the target area vicinity.
_____ Taken photographs of the above item to document that the above step was carried out
_____ Distribute employment flyers in locations accessible to MSA vicinity residents.
_____ Post employment flyers in various locations within the MSA vicinity areas.
_____ Kept a log of all applicants and indicated the reasons why MSA Target Area Vicinity residents and/or Section 3 residents who applied were not hired.
_____ Requested training on MSA Vicinity Hiring and Section 3 employment requirement.

Signature: _____ Print Name: _____

Date:_____

5/21

Employee
Section 3 Report
Oakland County
Neighborhood & Housing Development Division

Name:		Date:
Address: City & State: Zip:		
Telephone Number:	FAX Number:	Email Address:

As an employee of _____, I certify that my total gross household income last year was not greater than (based on the number of persons in the family) the amount checked below.

I worked _____ hours on this job.

Family Size	Section 3 Gross Household Income Limits as of Jan. 2025	**CHECK ONE** (√)	
		Household Income Less Than (√)	Household Income More Than (√)
1	$53,700		
2	$61,400		
3	$69,050		
4	$76,700		
5	$82,850		
6	$89,000		
7	$95,150		
8	$101,250		

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: “Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than five (5) years, or both.”

I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income.

Name: _____

Signature: _____ Date: _____

Updated 01/27/25

Oakland County Neighborhood & Housing Development

Inadvertent Discovery Plan for Human Remains or Cultural Items

This document sets forth the protocol to be followed in the event that human remains, and funerary objects are encountered during ground-disturbing work on a HUD-funded project. As a statement of general procedure, any human remains encountered will be treated with care and respect.

With any ground-disturbing activities, there is the possibility that human remains or artifacts will be encountered. If human remains, suspected human remains, or cultural items are found, all parties must follow the current guidance from the State Historic Preservation Office (SHPO) for the discovery of human remains, copied below (v. 7/19/21): The State Historic Preservation Office (SHPO) recommends that the following steps be implemented in the event of the discovery of human remains during a Section 106 project. It largely follows the steps set forward in Michigan Attorney General Opinion No. 6585 of 1989, Cemeteries and Dead Bodies.

This sequence of steps assumes that it will not be possible to preserve and maintain a given accidentally discovered burial place.

1. Upon the discovery of human remains, excavation in the immediate vicinity is halted. Cover and secure the area and do not handle finds. All project personnel shall treat any discovery as confidential. Personal photographs of finds may not be taken. The local police authority is immediately notified so that they may evaluate the site.

2. Inform SHPO Staff Archaeologist Amy Krull (phone 517-285-4211, email krulla@michigan.gov).

3. If the police determine that the remains do not represent evidence of a crime or missing person, a qualified archaeologist experienced in human remains recovery shall recover the remains and any artifacts that may be present. Archaeological expertise is important in documenting the discovery context and evaluating whether the remains are isolated or if additional remains may be immediately present. Archaeological recovery may be done under the auspices of law enforcement. If law enforcement chooses not to be involved, a permit for disinterment must be obtained from the local Department of Public Health, or through a court order. Human remains and artifacts must be recovered in a respectful manner.

4. As soon as possible, the remains shall be examined by a physical anthropologist using standard non-invasive methods and procedures to create a basic biological profile and estimate ethnicity.

5. When the recovery and examination of the remains are complete, results shall be conveyed to the SHPO's archaeology staff, and in cases involving Native American Ancestors, to the appropriate Tribal entity. Final written archaeological reports, physical anthropological reports, and associated law enforcement case documentation must be submitted to the SHPO and appropriate Tribes. Note that Tribes may have special needs regarding the taking and retention of photographs of Ancestral remains.

6. The final disposition of Native American Ancestors and associated grave goods will be determined in discussions between the property owner and the appropriate Tribal authority at the conclusion of the recovery, examination, and reporting.

In addition to the notifications in SHPO's policy, it is mandatory that the following Oakland County Neighborhood & Housing Development staff be immediately notified:

Katie Tierney, Senior Specialist Environmental Officer (248) 858-5309
tierneyk@oakgov.com

Or

Peter Essenmacher, Contracts Compliance Supervisor (248) 858-0196
essenmacherp@oakgov.com

If forensics analysis indicates that the human remains are not Native American, disposition and reinterment of the remains will follow guidelines in AG Opinion 6585 (appended). OC

Phase 3 John West Hunter Boardwalk and Path Project

Addendum 1

April 10, 2026

Clarifications – Specific Liquidated Damages and Preparation of Bid Bond

The RFP references liquidated damages in the bid documents (largely due to the federally required language), but it does not include a project-specific per-day liquidated damages provision for delay.

Please be advised that the Request for Proposals references liquidated damages in certain bid and federally required contract provisions. The City of Birmingham clarifies that no project-specific liquidated damages for delay in completion apply to this project. No per-day liquidated damages amount is established.

All other terms and conditions of the Request for Proposals remain unchanged.

BIRMINGHAM
A WALKABLE CITY

Phase 3 John West Hunter Boardwalk and Path Project

Addendum 2

April 10, 2026

Clarifications - Specifications for the following:

- Pavt, Clay Brick Pavers (the manufacturer for the pavers & retaining wall blocks. Along with the type of aggregate.)
  - The City's standard brick paver specification is attached **(Addendum Attachment 2-a)** Contractors will be required to submit shop drawings of the brick pavers and retaining wall material for review and approval once the project has been bid and awarded.
- Block Retaining Wall (missing what type of block and how its constructed)
  - The Contractor must provide shop drawings for this work upon award of the contract.
- Topsoil and Hydroseeding (missing seed mix and thickness for topsoil)
  - A restoration specification is attached **(Addendum Attachment 2-b)**
- Concrete sidewalk (What is the concrete mix design and the type of finish)
  - The City's standard concrete sidewalk specification is attached **(Addendum Attachment 2-c)** for reference.

SECTION 717
BRICK PAVER SIDEWALK CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

A. Brick Pavers shall be installed for the City of Birmingham according to the provisions described in this section.

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.

PART 2. MATERIALS

2.01 CONCRETE BASE

A. Materials and methods for placing concrete base shall be as specified in the "Concrete Sidewalk Construction" specifications. Reinforcement and drainage holes shall be installed as shown on the standard details.

2.02 SAND-CEMENT LEVELING BED

A. The brick pavers shall be placed on a sand-cement leveling bed. The sand-cement leveling bed shall consist of one (1) part of Portland cement and six (6) parts sand.

2.03 BRICK PAVERS

A. Brick Paver sidewalks and brick paver steps shall be constructed in accordance with City of Birmingham Standard Details for "Sidewalk Ramps and Brick Paver Sidewalks."

B. Brick pavers shall be manufactured from the finest quality fire-clay or shale, producing a dense, low absorption body with at least the equivalent of 100 cycles of freeze-thaw conditions. The manufacturer shall be the Fairfield Brick Company, Zoarsville, Ohio, or an approved equal. The contractor shall provide color samples to allow the Owner to choose the desired color.

C.

PART 3. EXECUTION

3.01 LEVELING BED PREPERATION

A. The leveling bed shall be thoroughly compacted and screeded off at a grade that provides for the thickness of the brick pavers.

3.02 PLACEMENT

A. The brick shall be laid in a running bond pattern with hand tight joints keeping good alignment. There shall be a maximum vertical variance between adjacent bricks of 1/16".

B. After the brick pavers have been installed, the Contractor shall sweep sand-cement (6 to 1 mixture) into all joints, until all voids are filled. It may be necessary to repeat that procedure several times to fill the joints. Following the joint filling, all excess sand-cement shall be removed from the surface.

3.03 BRICK PAVER STEP

A. This item covers the installation of a 12" wide (approximate width) section of brick pavers with mortar joints installed at step locations in brick paver sidewalks.

B. The brick pavers used in the brick steps shall meet the requirements of the "Brick Pavers" section of these specifications.

C. The mortar shall consist of a 1:2 mix of portland cement and sand, gauged with LATICRETE Liquid 3701. Sand and cement shall first be mixed dry and then sufficient LATICRETE 3701 Liquid added to bring the mortar to the proper consistency for placing. LATICRETE is available at the Boomer Company, 1940 E. Forest, Detroit, MI. Their telephone number is (313) 832-5050.

D. LATICRETE installation shall be in strict accordance with the manufacturer's instructions.

E. Sand for mortar shall be clean silica sand composed of grains graded in size up to such grains as will, when dry, readily pass a screen having 6 meshes per inch. It shall contain not more than 5% of weight of clay, loam and other materials sufficiently fine to pass a 100 mesh sieve.

F. Joints shall be packed full and free of all voids and pits. Excess mortar shall be cleaned from the face of the pavers as the work progresses. Cleaning shall be done while the mortar is fresh, and before it hardens on the surface.

G. Red coloring shall be added to the mortar to make the mortar joints match the color of the brick pavers as closely as possible. The material for the red coloring shall be intended by the manufacturer for coloring mortar and/or concrete. The coloring material shall be mixed into the mortar in accordance with the manufacturer's instructions.

3.04 WOOD EDGING

A. Wood edging shall be installed along the brick perimeter of tree openings. The wood edging will temporarily hold the brick pavers in place until the City can place "prairie film" in the tree openings. The wood edging shall be 1" x 4" or larger. A sufficient number of wood stakes shall be attached to the wood edging to hold it in place without bending. The stakes shall be driven flush with the ground surface.

3.05 PAYMENT

A. Payment for "Construct Brick Paver Sidewalk" will be made at the contract unit price per square foot, which price will be payment-in-full for excavating, and furnishing and installing: the concrete base; the sand-cement leveling bed; the brick pavers; wood edging; and thickening the edges of new sidewalks abutting brick paver sidewalks.

B. Payment for "Construct Brick Paver Step" will be made at the contract unit price per linear foot, which price will be payment-in-full for furnishing and installing the brick step in accordance with the plans and specifications, which includes the construction of the underlying concrete base and adding coloring to the mortar.

C. There will be no separate payment for wood edging, as that work is considered to be incidental to "Construct Brick Paver Sidewalk".

END OF SECTION

SECTION 712
CONCRETE SIDEWALK CONSTRUCTION

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.

MATERIALS

1.04 CONCRETE

A. The concrete mixture shall be meet the requirement of MDOT Mixture P1, with 6AA coarse aggregate, Type 1A Portland cement, and 6.0 sacks (564 lbs.) of cement per cubic yard.

B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR).

C. Admixtures shall be used only when specified or authorized by the Engineer.

D. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed on the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.

E. Water shall not be added to the concrete at any time without specific permission by the Engineer.

1.05 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.

1.06 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.

CONSTRUCTION

1.07 EXAMINATION

A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

1.08 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.

1.09 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.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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 5 feet wide by 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.

1.20 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.

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 FINAL GRADING

A. For new sidewalk construction, the Contractor shall grade to a uniform slope from the top of the walk to top of the curb, and from the walk to the property line. In the event there is no curb, grading shall be done for a distance of 10 (ten) feet towards the centerline of the street to the existing grade. If this provision should involve destroying or re-grading established lawns and parkways, the Contractor shall confer with the Engineer before starting such grading.

B. Grading and clean-up work shall be done as soon as possible following the completion of any section of sidewalk, and in no case shall more than two (2) consecutive days (excluding Sundays and holidays) elapse from the time any section of sidewalk is placed until the adjacent grading and clean-up is completed.

C. In establishing lawns, the Contractor shall place a minimum of two (2) inches of topsoil in all form excavations and on all re-graded areas. The topsoil shall be tamped and graded, and then seeded with grass seed. Clean excavated material may be used to fill under the required topsoil. Topsoil and seed used shall be of a high quality and approved by the Engineer. Topsoil shall be free of sticks, stones, clumps of clay, debris and similar materials.

D. 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.

1.27 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

1.01 RESTORATION

A. Restoration shall consist of topsoil, seed, and mulch, as needed based on disruption caused by the Contractor to the immediate lawn areas. Such work shall be incidental to the cost of the concrete replacement.

B. All existing vegetated areas disturbed as a part of this project shall be restored with a minimum of 3 inches of topsoil, grass seed, and mulch.

C. Topsoil shall be a loamy material and placed according to the Michigan Department of Transportation 2020 Standard Specifications for Construction, Modified to be screened with no objects greater than 1 inch in diameter.

D. The Contractor is encouraged to keep damage to grass areas to the minimum possible to keep restoration costs down.

E. The Contractor shall ensure that any mulch used is adequately protected from the weather, and will stay in place until the grass seed germinates and is established.

F. If the Contractor uses a mulch blanket with netting, they will be required to remove the netting once the vegetation is established, but before it requires mowing.

G. Should such areas fail to germinate satisfactorily, the Contractor shall be required to perform additional grading and reseeding effort as needed to achieve final approval of the work.

Phase 3 John West Hunter Boardwalk and Path Project

Addendum 3

April 10, 2026

Clarifications – FINAL Davis-Bacon Wage Decisions for this project:

The FINAL Davis-Bacon Wage Decisions rates remained the same from our pre-bid meeting.

The Davis-Bacon Act requires contractors and subcontractors on federally funded construction projects to pay laborers and mechanics the locally prevailing wages and fringe benefits.

Please incorporate the attached wage decision laborer rates when putting together your bid proposal.

- **(Addendum Attachment 3-a)** The "Building" wage decision pertains to building materials such as wood, etc.
- **(Addendum Attachment 3-b)** The "Highway" wage decision pertains to concrete, etc.

"General Decision Number: MI20260095 01/02/2026

Superseded General Decision Number: MI20250095

State: Michigan

Construction Type: Building

County: Oakland County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/02/2026

ASBE0025-002 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 40.74	32.59

BOIL0169-001 07/01/2025

	Rates	Fringes
BOILERMAKER	$ 43.50	36.74

BRMI0001-001 06/01/2024

	Rates	Fringes
BRICKLAYER	$ 41.66	26.53
TILE FINISHER	$ 33.50	23.52
TILE SETTER	$ 40.53	23.62

CARP0687-003 06/01/2025

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Building)	$ 42.44	31.43

CARP1045-001 06/01/2025

	Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring)	$ 36.76	21.11

CARP1102-002 06/01/2025

	Rates	Fringes
MILLWRIGHT	$ 42.92	39.13

ELEC0058-011 07/02/2024

	Rates	Fringes
ELECTRICIAN		
Excludes Alarm Installation & Low Voltage Wiring	$ 51.32	28.54
Low Voltage Wiring Installer	$ 31.64	17.72
Low Voltage Wiring Technician	$ 39.93	17.97

ELEV0036-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 65.01	38.435+a+b

FOOTNOTES:

A. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

B. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0324-017 06/01/2025

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 51.29	25.35
GROUP 2	$ 48.79	25.35
GROUP 3	$ 48.29	25.35
GROUP 4	$ 47.99	25.35
GROUP 5	$ 47.17	25.35
GROUP 6	$ 46.31	25.35
GROUP 7	$ 45.34	25.35
GROUP 8	$ 43.63	25.35
GROUP 9	$ 35.29	25.35

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, $.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, $.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

IRON0025-019 06/01/2025

	Rates	Fringes
IRONWORKER		
REINFORCING	$ 36.55	33.37
STRUCTURAL	$ 36.55	35.93

IRON0025-022 06/01/2025

	Rates	Fringes
IRONWORKER STRUCTURAL (Metal Building Erection Only)	$ 30.02	27.43

LABO0259-002 08/01/2025

	Rates	Fringes
LABORER: Asbestos Abatement (Removal from Floors, Walls & Ceilings)	$ 39.08	15.92

LABO0334-005 06/01/2025

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1	$ 29.93	9.10
GROUP 2	$ 27.71	9.10

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

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LABO1076-003 06/01/2025

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete; Pipelayer; Sandblaster	$ 38.00	18.25

PAIN0022-003 06/01/2022

	Rates	Fringes
PAINTER: Brush and Roller	$ 32.85	20.41
PAINTER: Drywall Finishing/Taping	$ 32.85	20.41
PAINTER: Spray	$ 26.86	17.66

PAIN0357-002 06/01/2025

	Rates	Fringes
GLAZIER	$ 42.00	25.55

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

PLAS0067-001 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 30.63	14.07

PLAS0067-004 04/01/2014

	Rates	Fringes
PLASTERER	$ 30.63	14.07

PLUM0098-001 06/01/2025

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe and Unit Installation	$ 43.34	32.92

PLUM0636-011 06/05/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation; Excludes HVAC System Installation)	$ 40.30	38.80

ROOF0149-001 07/01/2024

	Rates	Fringes
ROOFER	$ 42.68	28.75

SFMI0704-001 08/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 53.57	33.95

SHEE0080-001 06/01/2024

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation	$ 42.51	35.77

TEAM0247-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1		
Flatbed; Pickup; Dump & Tandem	$ 31.03	0.70+a+b
GROUP 2		
Semi	$ 31.18	0.70+a+b
GROUP 3		
Lowboy	$ 31.28	0.70+a+b

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:
a. $456.70 per week, plus $67.10 per day.

SUMI2011-020 02/01/2011

	Rates	Fringes
ELECTRICIAN (Alarm Installation)	$ 24.31	5.53
INSTALLER - OVERHEAD DOOR	$ 27.98	0.00
IRONWORKER, ORNAMENTAL	$ 18.48	7.93
TRUCK DRIVER: Tractor Haul Truck	$ 13.57	1.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
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"General Decision Number: MI20260001 01/09/2026

Superseded General Decision Number: MI20250001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Modification Number	Publication Date
0	01/02/2026
1	01/09/2026

* CARP0004-004 06/01/2025

REMAINDER OF STATE

	Rates	Fringes
CARPENTER (Piledriver)	$ 35.57	21.54

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* CARP0004-005 06/01/2025

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver)	$ 41.37	28.69

ELEC0017-005 06/01/2025

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver	$ 33.32	33%+7.40
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers	$ 49.26	33%+7.40
Journeyman Specialist	$ 56.65	33%+7.40
Operator A	$ 41.71	33%+7.40
Operator B	$ 38.98	33%+7.40

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.
Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.
Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

ENGI0324-003 06/01/2025

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1	$ 55.42	28.25
GROUP 2	$ 56.42	28.25
GROUP 3	$ 53.92	28.25
GROUP 4	$ 54.92	28.25
GROUP 5	$ 52.42	28.25
GROUP 6	$ 53.42	28.25
GROUP 7	$ 52.15	28.25
GROUP 8	$ 53.15	28.25
GROUP 9	$ 51.70	28.25
GROUP 10	$ 52.70	28.25
GROUP 11	$ 50.97	28.25
GROUP 12	$ 51.97	28.25
GROUP 13	$ 50.61	28.25
GROUP 14	$ 51.61	28.25
GROUP 15	$ 49.97	28.25
GROUP 16	$ 46.77	28.25
GROUP 17	$ 32.29	15.40
GROUP 18	$ 35.78	28.25

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic and 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tired backhoe

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

ENGI0324-004 06/01/2025

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1	$ 55.02	28.25
GROUP 2	$ 52.15	28.25
GROUP 3	$ 50.61	28.25
GROUP 4	$ 46.77	28.25
GROUP 5	$ 32.29	15.40
GROUP 6	$ 35.78	28.25
AREA 2		
GROUP 1	$ 55.02	28.25
GROUP 2	$ 52.15	28.25
GROUP 3	$ 50.61	28.25
GROUP 4	$ 46.77	28.25
GROUP 5	$ 32.29	15.40
GROUP 6	$ 35.78	28.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: $1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: $3.00 additional to the group 1 rate.
PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6"" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

ENGI0324-005 09/01/2025

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Underground construction (including sewer))		
AREA 1:		
GROUP 1	$ 45.98	25.25
GROUP 2	$ 41.25	25.25
GROUP 3	$ 40.52	25.25
GROUP 4	$ 39.95	25.25
GROUP 5	$ 30.35	12.10
AREA 2:		
GROUP 1	$ 45.98	25.25
GROUP 2	$ 41.25	25.25
GROUP 3	$ 40.52	25.25
GROUP 4	$ 39.95	25.25
GROUP 5	$ 30.35	12.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope

paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller);Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-l/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

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* ENGI0324-006 06/01/2025

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators: (AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION)		
GROUP 1	$ 46.21	25.25
GROUP 2	$ 45.06	25.25
GROUP 3	$ 38.33	25.25
GROUP 4	$ 37.77	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Paver Operator (5 bags or more); Slip Form Paver; Asphalt Paver (self propelled); Shovel (Excavator) installing utilities over 20 feet in depth.

Group 2: Asphalt plant operator; crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel (Excavator) operator; Locomotive operator; Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt planner (self- propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete); tractor operator (farm type with attachment); Wagon Drill operator; Boom or winch hoist truck operator.

GROUP 3: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm); End Loader operator (1 yard Capacity and over); Side boom tractor (type D or equivalent or larger; Endloader operator *under 1 yard capacity; Trencher (service).

GROUP 4: Boiler fire tender; Concrete Breaker; Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Roller operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier operator (asphalt); Vibratory compaction equipment operator (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump;Skid steer.

ENGI0324-007 05/01/2025

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and		

forklift.....$ 43.30 25.00
Crane operator, main boom
& jib 120' or longer.....$ 49.77 25.00
Crane operator, main boom
& jib 140' or longer.....$ 50.07 24.60
Crane operator, main boom
& jib 220' or longer.....$ 50.66 25.00
Mechanic with truck and
tools.....$ 48.90 25.00
Oiler and fireman.....$ 41.76 25.00
Regular operator.....$ 47.12 25.00

ENGI0324-008 10/01/2023

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1	$ 37.37	15.44
GROUP 2	$ 35.33	15.44

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

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ENGI0325-012 05/01/2025

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1	$ 39.78	25.25
GROUP 2	$ 36.05	25.25

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as ""distribution work,"" starting from the first metering station, connection, similar or related facility, of the main or cross country

pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

IRON0008-007 06/01/2024

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector	$ 23.70	6.95
IRONWORKER		
General contracts $10,000,000 or greater	$ 39.91	32.32
General contracts less than $10,000,000	$ 39.91	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0025-002 06/01/2025

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN		

BUREN AND WEXFORD COUNTIES:.$ 28.80 27.43
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...$ 30.02 28.13
IRONWORKER
Ornamental and Structural...$ 36.55 35.93
Reinforcing.....$ 36.55 32.87

IRON0055-005 07/01/2022

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings	$ 23.59	19.35
All other work	$ 33.00	27.20

IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector)	$ 31.75	22.84

LABO0005-006 10/01/2022

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C	$ 17.45	12.75
class b	$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D	$ 16.45	12.75
class a	$ 17.64	12.90
Zone 10		
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		

Levels A, B or C.....$ 25.18 12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;
Also, Level D.....$ 22.58 12.90

Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)

Levels A, B or C.....$ 21.88 13.26
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;
Also, Level D.....$ 20.80 12.90

Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)

Levels A, B or C.....$ 23.74 12.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;
Also, Level D.....$ 20.80 12.90

Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)

Levels A, B or C.....$ 26.33 12.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;
Also, Level D.....$ 24.64 12.90

Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)

Levels A, B or C.....$ 24.20 13.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;
Also, Level D.....$ 23.20 13.80

Laborers - hazardous waste abatement: (HILLSDALE,

JACKSON AND LENAWEE COUNTIES
- Zone 4)
Levels A, B or C.....$ 27.13 14.95
Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;
Also, Level D.....$ 24.17 12.90
Laborers - hazardous waste
abatement: (LIVINGSTON COUNTY
(east of Oak Grove Rd. and
south of M-59, excluding the
city of Howell); AND
WASHTENAW COUNTY - Zone 3)
Levels A, B or C.....$ 29.93 14.20
Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;
Also, Level D.....$ 28.93 14.20
Laborers - hazardous waste
abatement: (MACOMB AND WAYNE
COUNTIES - Zone 1)
Levels A, B or C.....$ 29.93 16.90
Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;
Also, Level D.....$ 28.93 16.90
Laborers - hazardous waste
abatement: (MONROE COUNTY -
Zone 4)
Levels A, B or C.....$ 31.75 14.90
Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;
Also, Level D.....$ 31.75 14.90
Laborers - hazardous waste
abatement: (OAKLAND COUNTY
and the Northeast portion of
LIVINGSTON COUNTY bordered by
Oak Grove Road on the West
and M-59 on the South - Zone
2)
Level A, B, C.....$ 29.93 16.90
Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;
Also, Level D.....$ 28.93 16.90
Laborers - hazardous waste
abatement: (SANILAC AND ST.
CLAIR COUNTIES - Zone 5)
Levels A, B or C.....$ 26.21 16.62
Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;

Also, Level D.....$ 24.75 16.35

LABO0259-001 09/01/2025

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES
AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW AND WEXFORD COUNTIES

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
AREA 1		
GROUP 1	$ 30.13	22.75
GROUP 2	$ 32.13	22.75
GROUP 3	$ 28.13	22.75
GROUP 4	$ 23.97	16.93
GROUP 5	$ 24.22	16.93
GROUP 6	$ 24.55	16.93
GROUP 7	$ 17.83	16.93
AREA 2		
GROUP 1	$ 32.13	17.95
GROUP 2	$ 34.40	17.95
GROUP 3	$ 28.00	17.45
GROUP 4	$ 29.57	16.93
GROUP 5	$ 25.76	16.93
GROUP 6	$ 26.07	16.93
GROUP 7	$ 25.57	16.93

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe

jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0334-001 09/01/2025

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES:		
GROUP 1	$ 29.98	22.75
GROUP 2	$ 31.98	22.75
GROUP 3	$ 28.14	22.75
GROUP 4	$ 23.71	16.72
GROUP 5	$ 24.17	16.72
GROUP 6	$ 22.00	16.72
GROUP 7	$ 17.84	16.72
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1	$ 32.10	17.45
GROUP 2	$ 34.10	17.45
GROUP 3	$ 30.10	17.45
GROUP 4	$ 25.10	16.72
GROUP 5	$ 25.25	16.72
GROUP 6	$ 22.55	16.72
GROUP 7	$ 22.11	16.72
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1	$ 30.29	17.45
GROUP 2	$ 32.29	17.45
GROUP 3	$ 28.29	17.45
GROUP 4	$ 23.30	16.72
GROUP 5	$ 23.44	16.72
GROUP 6	$ 20.74	16.72
GROUP 7	$ 22.23	16.72
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,		

CHEBOYGAN, CLARE,
CRAWFORD, EMMET,
GLADWIN, GRAND TRAVERSE,
GRATIOT AND HURON
COUNTIES; IONIA COUNTY
(EXCEPT THE CITY OF
PORTLAND); IOSCO,
ISABELLA, KALAMAZOO,
KALKASKA, KENT,
LAKE,LEELANAU, MANISTEE,
MASON, MECOSTA, MIDLAND,
MISSAUKEE, MONTCALM,
MONTMORENCY, MUSKEGON,
NEWAYGO, OCEANA, OGEMAW,
OSCEOLA, OSCODA, OTSEGO,
OTTAWA, PRESQUE ISLE,
ROSCOMMON, SAGINAW, ST.
JOSEPH, TUSCOLA, VAN BUREN
AND WEXFORD COUNTIES:

GROUP 1	$ 28.72	18.45
GROUP 2	$ 30.72	18.45
GROUP 3	$ 26.72	18.45
GROUP 4	$ 22.33	16.72
GROUP 5	$ 22.45	16.72
GROUP 6	$ 19.67	16.72
GROUP 7	$ 22.30	16.72

ZONE 5 - ALGER, BARAGA,
CHIPPEWA, DELTA,
DICKINSON, GOGEBIC,
HOUGHTON, IRON,
KEWEENAW, LUCE, MACKINAC,
MARQUETTE, MENOMINEE,
ONTONAGON AND SCHOOLCRAFT
COUNTIES:

GROUP 1	$ 29.98	22.75
GROUP 2	$ 30.09	19.45
GROUP 3	$ 26.09	19.45
GROUP 4	$ 22.56	16.72
GROUP 5	$ 22.64	16.72
GROUP 6	$ 19.99	16.72
GROUP 7	$ 22.45	16.72

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under

Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0465-001 06/01/2025

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1	$ 35.51	14.45

GROUP 2	$ 31.96	14.45
GROUP 3	$ 35.82	14.45
GROUP 4	$ 35.90	14.45
GROUP 5	$ 36.11	14.45
GROUP 6	$ 36.41	14.45
LABORER (AREA 2)		
GROUP 1	$ 33.37	14.45
GROUP 2	$ 30.03	14.45
GROUP 3	$ 33.81	14.45
GROUP 4	$ 34.16	14.45
GROUP 5	$ 34.03	14.45
GROUP 6	$ 34.37	14.45
LABORER (AREA 3)		
GROUP 1	$ 32.62	14.45
GROUP 2	$ 33.83	14.45
GROUP 3	$ 33.12	14.45
GROUP 4	$ 33.56	14.45
GROUP 5	$ 33.18	14.45
GROUP 6	$ 33.61	14.45
LABORER (AREA 4)		
GROUP 1	$ 33.52	13.45
GROUP 2	$ 33.73	13.45
GROUP 3	$ 34.02	13.45
GROUP 4	$ 34.46	13.45
GROUP 5	$ 34.08	13.45
GROUP 6	$ 34.51	13.45

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing,(other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender(including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

LABO1076-005 04/01/2025

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1	$ 28.41	13.45
Zone 2	$ 24.55	13.45
Zone 3	$ 23.55	13.45
Zone 4	$ 22.92	13.45
Zone 5	$ 22.95	13.45

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: $.40 per hour above the base pay rate.

Zone 1 - Macomb, Oakland and Wayne
Zone 2 - Monroe and Washtenaw
Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair
Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft
Zone 5 - Remaining Counties in Michigan

PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER	$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, $0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges,

overpasses, tanks or steel, $0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, $0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, $0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, $0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, $0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, $0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, $1.25 per hour additional.

PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		
Brush and roller	$ 23.74	13.35
Spray, Sandblast, Sign Painting	$ 24.94	13.35

PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER	$ 25.49	13.74

PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER	$ 25.49	13.74

PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER	$ 25.49	13.74

FOOTNOTES: Lead abatement work: $1.00 per hour additional.

PAIN1011-003 06/02/2022

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER	$ 24.66	14.99

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: $.65 per hour additional. 80 ft. and over: $1.30 per hour additional.

PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER	$ 23.79	12.02

FOOTNOTES: Lead abatement work: $1.00 per hour additional. Work with any hazardous material: $1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: $1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: $1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): $1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: $1.00 per hour additional, paid from the ground up.

PAIN1803-003 06/01/2025

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE

ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER		
Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants	$ 29.23	19.11
All other work, including maintenance of industrial plant	$ 29.35	19.05

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: $1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: $1.25 per hour additional.

PLAS0514-001 06/01/2023

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1	$ 33.00	18.51
ZONE 2	$ 31.50	18.51

PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,

KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline:		
Welding in conjunction with gas distribution pipeline work	$ 33.03	20.19
All other work:	$ 24.19	12.28

TEAM0007-004 06/01/2025

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys	$ 33.55	.75 + a+b
Trucks under 8 cu. yds.	$ 33.40	.75 + a+b
Trucks, 8 cu. yds. and over	$ 33.40	.75 + a+b
AREA 2		
Euclids, double bottoms and lowboys	$ 33.65	.75 + a+b
Trucks under 8 cu. yds.	$ 33.50	.75 + a+b
Trucks, 8 cu. yds. and over	$ 33.50	.75 + a+b

Footnote:
a. $470.70 per week
b. $68.70 daily

TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,

LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1	$ 21.78	11.83
GROUP 2	$ 25.27	11.8375
AREA 2		
GROUP 1	$ 22.03	11.83
GROUP 2	$ 25.02	11.8375

FOOTNOTE:

a. $132.70 per week, plus $17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

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TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1	$ 23.82	19.04
GROUP 2	$ 23.91	19.04
GROUP 3	$ 24.12	19.04
AREA 2		
GROUP 1	$ 24.12	19.04
GROUP 2	$ 24.26	19.04
GROUP 3	$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention,

oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

SUMI2002-001 05/01/2002

	Rates	Fringes
FLAG PERSON	$ 10.10	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)	$ 26.63	14.45
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)	$ 25.03	14.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1	$ 35.51	14.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2	$ 31.96	14.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1	$ 33.37	14.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2	$ 30.03	14.45

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent

pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

AGREEMENT

Phase 3 Barrier Free Boardwalk and Path
John West Hunter Park/Birmingham Museum

This **AGREEMENT,** entered into this 15th day of April, 2026, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and DAVE's Contracting, a Michigan Corporation, whose address is 1101 N. Dennison (hereinafter referred to as "Contractor") and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City wishes to construct improvements to the north portion of the John West Hunter Park, located at the Birmingham Museum in the City of Birmingham, (identified as Phase 3) to provide for a walking path, decorative patio and boardwalk near a spring fed pond and pool, and in connection therewith has requested proposals for Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park/Birmingham Museum; and

WHEREAS, the City has indicated this is a Federally Funded project. The Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Build America, Buy America Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents; and

WHEREAS, the Contractor attended a Pre-Construction Meeting on 3/20/26 2026, located at 556 W. Maple, Birmingham, MI 48009 to go over the Federal Required Documents to construct an ADA compliant, accessible parking space and connecting path along Willits Street to provide barrier free access to the north portion of the John West Hunter Park, located at the Birmingham Museum in the City of Birmingham; and

WHEREAS, the Contractor will follow the Davis Bacon Prevailing Wage Decision (the federal document which convey the minimum wage rates that must be paid to Laborers and Mechanics) in order to construct an ADA compliant accessible parking space, and create an ADA compliant accessible connecting path along Willits Street and to provide barrier free access to the north portion of the John West Hunter Park, located at the Birmingham Museum in the City of Birmingham; and

WHEREAS, the Contractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), and funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver to create to provide for a walking path, decorative patio and boardwalk near a spring fed pond and pool and to provide barrier free access to the north portion of the John West Hunter Park, located at the Birmingham Museum in the City of Birmingham; and

WHEREAS, the Contractor must complete the Federally required forms and guidelines following the Pre-Construction Meeting (date to be determined) in order to construct a walking path, decorative patio and boardwalk near a spring fed pond and pool to provide barrier free access to the north portion of the John West Hunter Park, located at the Birmingham Museum in the City of Birmingham. The Federally required forms and guidelines are:

1. "Notice To All Employees" SIGN (WH1321)
2. Build America, Buy America (BABA) Language in Agreements
3. BABA Checklist for CDBG Infrastructure Projects
4. Agreement of the Prime Contractor
5. Contractor Certification
6. Sub-Contractor Certification
7. Certified Payroll Form (WH-347) & Statement of Compliance
8. Payroll Reporting Instructions
9. Employee Interview Form
10. Davis Bacon Prevailing Wage Decision
11. HUD 4010 Labor Relations letter
12. EEO Executive Order 11246
13. Section 3 Requirements
14. Ethnic Ownership Report
15. HUD Contract Provisions
16. Bonding Requirements
17. Sworn Statement
18. Full Unconditional Waiver
19. Labor Standards Compliance Requirements for Self-Employed Laborers & Mechanics
20. Section 3 Vicinity Hiring
21. Section 3 Employee Income Certification Form
22. Inadvertently Uncovering Remains; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal for the Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park/Birmingham Museum

NOW, THEREFORE, for and in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. **MUTUALLY AGREE**: It is mutually agreed by and between the parties that the City's Request for Proposal for Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park/Birmingham Museum dated 4/16/26 2026, which includes Attachments A, B, C, D, E, F, and G, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. **TERM:** This Agreement shall have a term of twelve (12) months from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation

for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all services prepared by the Contractor through such date.

3. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor acceptance of the terms of this Agreement.

6. **CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. **INDEPENDENT CONTRACTOR**: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended

by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. **COMPLIANCE WITH LAWS:** Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. **NON-COMPLIANCE WITH INSURANCE REQUIREMENTS**: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. **INDEMNIFICATION**: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. **STANDARD INSURANCE REQUIREMENTS**: The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:
    A. **Workers' Compensation Insurance**:
        1. For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
        2. For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and

notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. **Commercial General Liability Insurance**: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. **Motor Vehicle Liability**: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. **Additional Insured**: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following Additional Insureds: **The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. **Professional Liability**: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

F. **Coverage Expiration:** If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

G. **Proof of Insurance Coverage**: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
5. If so requested, Certified Copies of all policies mentioned above will be furnished.

H. **Maintaining Insurance**: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage

12. **WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Leslie Pielack, Museum Director

Contractor Dave's Contracting, Inc
1101 N. Denwood
Dearborn MI 48128
Attn: David DalSanti

13. **AMENDMENTS**: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14. **WAIVER OF BREACH**: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15. **COMPLETE AGREEMENT**: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. **DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

18. **LEGAL PROCEEDINGS**: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any

party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

19. **RESPONSE TO REQUESTS FOR PROPOSALS**: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 4/16/26, to the City's Request for Proposals dated 2/20/26 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Contractor response, the terms of this Agreement shall prevail.

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

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor _____

By: _____
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____ , 20__, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

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

CITY OF BIRMINGHAM

By:_____
Clinton Baller, Mayor

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana Ecker, City Manager
(Approved as to substance)

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

Leslie Pielack, Museum Director
(Approved as to substance)

Mary Chavez, Director of Finance
(Approved as to financial obligation)

ATTACHMENT B
BIDDER'S AGREEMENT FOR PHASE 3 BARRIER FREE BOARDWALK AND PATH
JOHN WEST HUNTER PARK/BIRMINGHAM MUSEUM

ATTACHMENT B - BIDDER'S AGREEMENT

For Phase 3 Barrier Free Boardwalk and Path
John West Hunter Park/Birmingham Museum

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

David Dalfonsi — 4/15/26
PREPARED BY (Print Name) — **DATE**

Pres. — 4/15/26
TITLE — **DATE**

[signature] — davesContracting inc@gmail.com
AUTHORIZED SIGNATURE — **E-MAIL ADDRESS**

Dave's Contracting, Inc.
COMPANY

1101 N. Denwood Dearborn 48128 — 313-363-5129
ADDRESS — **PHONE**

NAME OF PARENT COMPANY — **PHONE**

ADDRESS

ATTACHMENT C
COST PROPOSAL FOR PHASE 3 BARRIER FREE BOARDWALK AND PATH
JOHN WEST HUNTER PARK/BIRMINGHAM MUSEUM

ATTACHMENT C - COST PROPOSAL

Phase 3 Barrier Free Boardwalk and Path
John West Hunter Park/Birmingham Museum

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 8)

COST PROPOSAL	
ITEM	**BID AMOUNT**
(See Bid Item Detail, pages 26-27)	
TOTAL BID AMOUNT	$ 238,069.00
ADDITIONAL BID ITEMS	
	$
	$
GRANDTOTAL AMOUNT	$ 238,069.00

UNIT COST BID ITEMS	
	$ **per**

Firm Name Dave's Contracting, Inc.

Authorized signature [signature] Date: 4/15/20

Printed Name: David Dalfonsi

COST PROPOSAL BID ITEMS

Phase 3 Barrier Free Boardwalk and Path
John West Hunter Park/Birmingham Museum

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
1.	Tree Rem, 19inch to 36 inch	1	EA	580.-	580.-
2.	Aggregate Base, 4 inch, 21AA	90	SYD	43.50	3,915.-
3.	Earth Excavation	90	CYD	72.50	6,525.-
4.	Limestone Fine Pathway, 4 inch	1500	SFT	4.30	6,450.-
5.	Sidewalk, Conc, 6 inch	50	SFT	29.-	1,450.-
6.	Boardwalk	1	LS	101,793.-	101,793.-
7.	Wood Rail Fencing	110	LF	130.-	14,300.-
8.	Block Retaining Wall	34	LF	326.-	11,084.-
9.	Pavt, Clay Brick Pavers	775	SFT	58.-	44,950.-

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
10.	Sewer, PVC, 6 inch	106	LF	96.-	10,176.-
11.	Sewer, HDPE, N-12. 6 inch, Tr Det A	118	LF	76.-	8,968.-
12.	Boulder Retaining Wall	100	Ff	112.-	11,200.-
13.	Topsoil and Hydroseeding	600	SYD	10.88	6528.-
14.	Soil Erosion and Sedimentation Control	1	LS	4350.-	43.50.-
15.	Mobilization Max	1	LS	5800.-	5800.-
			TOTAL BID	$ 238,069.00 Include Total Bid on Attachment C, Cost Proposal Top Sheet	

TOTAL BID (WRITE OUT IN WORDS):

Two Hundred Thirty Eight Thousand & Sixty Nine Dollars & 00/100

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.

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 Dave's Contracting, Inc.

Street Address 1101 N. Denwood

City Dearborn County Wayne

State/Zip Code MI 48128

Email Address davescontractinginc@gmail.com

Telephone 313.363.5129 Fax -

Date 4/15/20

Signed by

Print Name: David Dalfonsi

Title: Pres.

If a corporation, give state in which incorporated: MI

Witnessed: Roman Dalfonsi

Print Name: Roman Dalfonsi

Name of Superintendent David Dalfonsi

Supervision & time sequence according to the General Requirements

Give below at least three (3) references as to ability to do work proposed.

Name Jim Soraghan — Address 13000 High Ridge Drive Brighton MI 48114

Firm Huron Clinton MetroParks — Telephone 810-1023-2833

Name ZAC JAMMAL — Address 6045 Fenton Dearborn Hgts 48127

Firm City of Dearborn Heights — Telephone 313-525-7714

Name Tom Crabill — Address 33640 Schoolcraft Rd. Livonia

Firm Medora Building Co. — Telephone 313-719-5457

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: Bedford Elementary - Site Improvements

Date Started 6/23/25 Finished 8/29/25

Name Dave Coppola Address 25500 Brest Rd Taylor

Firm Al's Asphalt Telephone 734-552-1394

Project #2: Name of Project: Pace - Building Addition

Date Started 4/14/24 Finished 4/24/24

Name Tom Crabill Address 33640 Schoolcraft Livonia

Firm Madara Building Telephone 313-719-5457

Project #3: Name of Project: Warren Valley Golf Course - Storage Bldg.

Date Started 8/16/24 Finished 9/30/24

Name Zac Jammal Address 6045 Fenton Dearborn Hgts.

Firm City of Dearborn Heights Telephone 313-525-7714

Project #4: Name of Project: Bazzy Mixed Use Building

Date Started 4/1/25 Finished Current

Name AL Bazzy Address 316 N. Center, Northville

Firm BMB Investments LLC Telephone 313-477-0678

Project #5: Name of Project: Phase 1 & 2 ADA Parking & Path Birmingham Museum

Date Started 10/16/23 Finished 11/24/23

Name Leslie Pielack Address 556 W. Maple Birmingham

Firm Birmingham Museum - City of Birmingham Telephone 248 530-1682

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 David Dalfonsi Address 1101 N. Denwood

Firm Dave's Contracting Inc Telephone 313·363·5129

Type of Work to be Performed: Site Work, Foundations, Pavers, Boardwalk Retaining/Boulder Wall.

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

END OF SECTION

ATTACHMENT D
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM PHASE 3 BARRIER FREE BOARDWALK AND PATH, JOHN WEST HUNTER PARK/BIRMINGHAM MUSEUM

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Phase 3 Barrier Free Boardwalk and Path
John West Hunter Park/Birmingham Museum

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.

David Dalsanski — 4/15/25
PREPARED BY (Print Name) — **DATE**

Pres. — 4/15/25
TITLE — **DATE**

[signature] — davescontractinc@gmail.com
AUTHORIZED SIGNATURE — **E-MAIL ADDRESS**

Dave's Contracting, Inc.
COMPANY

1101 N. Denwood, Dearborn 48128 — 313-363-5129
ADDRESS — **PHONE**

NAME OF PARENT COMPANY — **PHONE**

ADDRESS

38-2996808
TAXPAYER I.D.#

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Dave's Contracting Inc
1101 N Denwood
Dearborn, MI 48128

SURETY:
(Name, legal status and principal place of business)
RLI Insurance Company
9025 N. Lindbergh DR
Peoria, IL 61615

OWNER:
(Name, legal status and address)
City of Birmingham
151 Martin Street
Birmingham, MI 48009

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 applic

BOND AMOUNT: FIVE PERCENT OF BID AMOUNT (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park/Birmingham Museum

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 16th day of April, 2026

	Dave's Contracting Inc *(Contractor as Principal)* *(Seal)*
(Witness)	Pres. *(Title)*
Karen Guthrie	RLI Insurance Company *(Surety)* *(Seal)*
(Witness) Karen Guthrie	*(Title)* Michael G. Zervos, Attorney-in-Fact

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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ACD43070810

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Gus E. Zervos, Donald W. Burden, Michael G. Zervos, Stephen M. Zervos, Stephanie A. Dinco, Karen Guthrie, jointly or severally

in the City of Southfield, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 13th day of March, 2025.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 13th day of March, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 16th day of April, 2026.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D Fick — Corporate Secretary

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

2132947020212

A0058D19

1101 N. Denwood
Dearborn, MI 48128

DAVE'S CONTRACTING

Office: (313) 363-5129
Fax: (313) 359-1735

Key Individuals

1. **David Dalfonsi** – Owner / President / Superintendent. 36 years of experience in the excavation, underground, demolition, concrete, asphalt, gravel paths foundation, and landscaping industry.
2. **John Dalfonsi** – Civil Engineer / estimator / field superintendent. 60 years of experience in site and community development, concrete, and asphalt.
3. **Mark Sochacki** – Field Superintendent / carpenter. 39 years of experience in framing buildings, decks and boardwalks.
4. **Marco Angulo** - Laborer. 16 years in landscaping, retaining walls, brick pavers, and boulder retaining walls.

Sub Contractor List

All work to be performed by Dave's Contracting employees. No subs will be used.

1101 N. Denwood
Dearborn, MI 48128

DAVE'S CONTRACTING

Office: (313) 363-5129
Fax: (313) 359-1735

Phase 3 Barrier Free Boardwalk and Path, John West Hunter Park/ Birmingham Museum – Project approach and timeline:

- Mobilization and site preparation. – 1 week.
- Drain pond and install foundations or helical piers. – 1.5 weeks.
- Install drainage, build retaining wall and boulder walls. – 1.5 weeks.
- Install wood boardwalk. – 2 weeks.
- Install clay pavers and gravel path. - 1 week.
- Install gravel path and restore site. – 1 week.

3 References From Similar Past Projects:

Huron Clinton Metroparks 13000 High Ridge Drive. Brighton, MI 48114
Project Engineer: Jim Sorghan (810) 623-2833 Jim.Soraghan@metroparks.com
Project Name: Lower Huron ADA path/ bbq and picnic area.

Plymouth Township 9955 N. Haggerty Rd. Plymouth, MI 48170
Project Manager: Ron Edwards (734) 355-2722
Project Name: McCumpha Park ADA pedestrian bridges (2 total).

City of Birmingham – Birmingham Museum 556 W. Maple Rd. Birmingham, MI 48009
Project Manager: Leslie Pielack (248) 530-1682 LPielack@bhamgov.org
Project Name: Phase 1 & 2 ADA Parking & Path John West Hunter Park – Birmingham Museum

Phase 1 & 2 ADA Parking & Path John West Hunter Park – Birmingham Museum







McClumpha ADA Park Pedestrian Bridge – Plymouth Township, MI







BIRMINGHAM
A WALKABLE CITY

Phase 3 John West Hunter Boardwalk and Path Project

Addendum 1

April 10, 2026

Clarifications – Specific Liquidated Damages and Preparation of Bid Bond

The RFP references liquidated damages in the bid documents (largely due to the federally required language), but it does not include a project-specific per-day liquidated damages provision for delay.

Please be advised that the Request for Proposals references liquidated damages in certain bid and federally required contract provisions. The City of Birmingham clarifies that no project-specific liquidated damages for delay in completion apply to this project. No per-day liquidated damages amount is established.

All other terms and conditions of the Request for Proposals remain unchanged.

BIRMINGHAM
A WALKABLE CITY

Phase 3 John West Hunter Boardwalk and Path Project

Addendum 2

April 10, 2026

Clarifications - Specifications for the following:

- Pavt, Clay Brick Pavers (the manufacturer for the pavers & retaining wall blocks. Along with the type of aggregate.)
  - The City's standard brick paver specification is attached **(Addendum Attachment 2-a)** Contractors will be required to submit shop drawings of the brick pavers and retaining wall material for review and approval once the project has been bid and awarded.
- Block Retaining Wall (missing what type of block and how its constructed)
  - The Contractor must provide shop drawings for this work upon award of the contract.
- Topsoil and Hydroseeding (missing seed mix and thickness for topsoil)
  - A restoration specification is attached **(Addendum Attachment 2-b)**
- Concrete sidewalk (What is the concrete mix design and the type of finish)
  - The City's standard concrete sidewalk specification is attached **(Addendum Attachment 2-c)** for reference.

BIRMINGHAM
A WALKABLE CITY

Phase 3 John West Hunter Boardwalk and Path Project

Addendum 3

April 10, 2026

Clarifications – FINAL Davis-Bacon Wage Decisions for this project:

The FINAL Davis-Bacon Wage Decisions rates remained the same from our pre-bid meeting.

The Davis-Bacon Act requires contractors and subcontractors on federally funded construction projects to pay laborers and mechanics the locally prevailing wages and fringe benefits.

Please incorporate the attached wage decision laborer rates when putting together your bid proposal.

- **(Addendum Attachment 3-a)** The "Building" wage decision pertains to building materials such as wood, etc.
- **(Addendum Attachment 3-b)** The "Highway" wage decision pertains to concrete, etc.

MEMORANDUM

Engineering Department

DATE: April 27, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, City Engineer

SUBJECT: Michigan Department of Transportation (MDOT) Contract Agreement SEMCOG Phase 1 LED Conversion

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INTRODUCTION:

The City has been awarded federal funding through the Southeast Michigan Council of Governments (SEMCOG) Carbon Reduction Program to replace streetlights Citywide with LED fixtures. DTE Energy will complete the work under a force account arrangement administered through the Michigan Department of Transportation. A resolution is required to authorize the contract agreement.

BACKGROUND:

In 2022, the Engineering Department applied for grant funding through SEMCOG to support the conversion of the City's streetlights to LED fixtures. The City was awarded two grants for this effort. This agreement pertains to the Phase 1 portion of the project, which includes replacing existing mercury vapor overhead lights with LED fixtures and upgrading select downtown streetlights to LED.

Projects funded through this program are administered by the Michigan Department of Transportation Local Agency Program (LAP). Because DTE Energy owns and maintains the City's streetlight system, the work will be completed through a force account.

A contract agreement between the City and MDOT is required to authorize construction of the project. Construction is scheduled to occur in Spring 2026.

LEGAL REVIEW:

The City Attorney has reviewed the agreement and has no comments or objections.

FISCAL IMPACT:

The grant requires a 20% local match from the City. The total estimated project cost is $179,016.43, of which the City's share is $35,803.29 (20%), and the SEMCOG Carbon Reduction Grant will cover the remaining $143,213.00. The project will be funded by the

following account:

Fund Account	Fund ID Number	City's Share of Construction Costs	Total
Streetlight Fund	101.0-488.00-981.0100	$35,803.29	$35,803.29

This project has been planned and is included in the approved FY25/26 budget.

SUSTAINABILITY:
Converting to LED light fixtures will reduce light pollution, reduce carbon emissions, and provide annual cost savings for the City.

DESIGN CONSIDERATIONS:
The project was designed to MDOT Standards due to the funding process.

PUBLIC COMMUNICATIONS:
The City will use its social media platforms to provide general project updates to the public.

SUMMARY:
The Engineering Department recommends that the City Commission accept the $143,213.00 SEMCOG Carbon Reduction Grant by entering into a contract with MDOT and authorizing the City Engineer to electronically sign the agreement.

ATTACHMENTS:
1. MDOT Contract No. 25-5304
2. Construction Plans

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve Contract No. 25-5304, Control Section CRU 63000, Job Number 21496CON, Project 25A0662 between the Michigan Department of Transportation and the City of Birmingham to replace existing overhead lights with LED fixtures. In addition, authorize the City Engineer to sign the agreement on behalf of the City.

CR
FORCE ACCOUNT
FHWA FORM 1273

COM

Control Section	CRU 63000
Job Number	214196CON
Project	25A0662
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5304

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BIRMINGHAM, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Birmingham, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 6, 2025, attached hereto and made a part hereof:

Replacement of all mercury vapor lights to light emitting diode lights citywide; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

CARBON REDUCTION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "II", dated June 6, 2025, and made a part of this document.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The REQUESTING PARTY shall perform or cause to be performed all the PROJECT work. A separate work authorization will be issued to the REQUESTING PARTY by the DEPARTMENT for the commencement of the PROJECT work. The method of performing the work will be indicated on the work authorization.

4. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Carbon Reduction Program Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall maintain accurate records and accounts relative to the cost of the PROJECT. Said accounts shall be made available for review and audit by the

DEPARTMENT and shall be retained on file for a period of not less than three years from the date of the final payment.

All billings submitted to the DEPARTMENT, for reimbursement for items of work performed under the terms of this contract, shall be prepared in accordance with the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____" or "Final Billing".

The REQUESTING PARTY, upon completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final accounting to the DEPARTMENT.

Final settlement of costs shall be made upon completion of all PROJECT work and final audit by the DEPARTMENT. The REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of cost previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Fund in settlement of said claim.

5. No working capital deposit will be required for this PROJECT.

6. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

Each party to this contract shall adhere to the requirements of the attached FHWA Form 1273 and will physically incorporate FHWA Form 1273 in all its subcontracts and further require its physical inclusion in all lower tier subcontracts.

7. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it

performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

8. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

9. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

10. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the

REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

11. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

12. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

13. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

14. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF BIRMINGHAM

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
for Department Director MDOT



June 6, 2025

EXHIBIT I

CONTROL SECTION	CRU 63000
JOB NUMBER	214196CON
PROJECT	25A0662

ESTIMATED COST

FORCE ACCOUNT WORK (REQUESTING PARTY)	$168,452

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$168,452
Less Federal Funds	$137,877
BALANCE (REQUESTING PARTY'S SHARE)	$ 30,575

NO DEPOSIT

EXHIBIT II

Notification of Required Federal Program Information to Subrecipients for Federal Funding

Does this project receive Federal funds? ☒ Yes ☐ No

Subrecipient's Name: City of Birmingham

Subrecipient's Unique Entity Identifier Number (UEI): J32HKEJRJNJ8

Federal Grant/Project Number(s): 25A0662

MDOT Project Number: 214196CON

Project Description: Replacement of all mercury vapor lights to light emitting diode lights citywide; and all together with necessary related work.

CFDA Number, Federal Agency, Program Title: CFDA 20.205 Highway Research Planning & Construction

Federal Award Identification Number(s) (FAIN): 693JJ22530000Y601MI25A0662

Federal Award Date: May 8th, 2025

Period of Performance Start Date: May 8th, 2025

Period of Performance End Date: April 1st, 2026

Amount of Federal Funds obligated by this action: $137,877

Total amount of Federal Funds obligated: $137,877

Total amount of the Federal award: $168,452

Budget Approved Cost sharing or matching, where applicable:
Federal Participation: $137,877; Local Participation: $30,575

Name of Federal awarding agency and contact information for awarding official:

Director Bradley C. Wieferich, P.E.
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909

Is this a Research and Development award: ☐ Yes ☒ No

Indirect cost rate for the Federal award (if applicable): Not Applicable

09/06/90 STPFA.FOR 6/6/25

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Re: JN 214196, Streetlighting Conversion to LED, City of Birmingham,

The proposed work is to upgrade 187 existing streetlights to LED fixture in various locations City-wide within the City of Birmingham, Oakland County. Work is not expected to include any underground excavation. All work will be performed by DTE Energy Corporation.

The project is a Carbon Reduction Program funded project. The program budget is $168,451.43 per DTE 2024 Streetlighting Conversion to LED SEMCOG Eligible Lighting budgetary Estimate, August 23, 2024.

The project will follow Minor Utility Force Account contracting method.

Roberto Renteria Jr., P.E.
Statewide LAP Special Projects Staff Engineer, Bureau of Development
Michigan Department of Transportation

CITY OF BIRMINGHAM

PROGRESS CLAUSE

BHAM: MC 1 OF 1 4/25/2025

The Engineer anticipates that construction can begin no earlier than:

- 10 after calendar award

In no case shall any work be commenced prior to receipt of formal notice of award by the Department.

The Contractor shall prepare and submit a complete, detailed, signed Progress Schedule to the Engineer.

- The Project shall be completed in its entirety on or before **April 1, 2026**.

Unless specific pay items are provided in the contract any extra costs incurred by the Contractor due to cold-weather protection and winter grading will not be paid for separately but will be included in the payment of other pay items in the contract.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the day, time, and place for the preconstruction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC

a. Description. This special provision consists of requirements and restrictions to maintain traffic for Job Number 214196 in the city of Birmingham, Oakland County.

b. General. Maintain traffic throughout the project in accordance with the standard specifications, typicals, and supplemental specifications in the contract and as described on the plans for this project.

c. Construction Influence Area (CIA). The CIA includes the right-of-way of the following roadways, within the approximate limits described below:

1. On 14 Mile Road, Cranbrook Road, Midvale Street, Woodlea Street, Oak Street, Avon Lane, Pleasant Street, Northlawn Blvd, Lincoln Street, Pleasant Street, Arlington Street, Maple Road, Chesterfield Ave, Pine Street, Raynale Street, Redding Road, Quarton Road, Southfield Road, Shipman Blvd, Birmingham Blvd, Southlawn Blvd, Watkins Street, Frank Street, Baldwin Rd, Townsend St, Chester St, Merrill St, Bates Street, Willits Alley, Harmon St, Midland St, Colonial Ct, Bloomfield Ct, Southlawn Blvd, Catalpa Dr, Edgewood Street, Grant Street, Bird St, Bennaville Ave, Emmons Ave., Smith Ave., Cummings St, Henrietta St, George St, Purdy St, Landon St, Ann St, Ruffner Ave, Humphrey Ave, Webster St, Adams Road, Bowers Street, Elm Street, Poppleton Street, Martin St, Merrill St, Pierce St, Townsend St, Daines St, Hamilton Rod Ferndale Ave, Peabody St, Park St, Oakland Ave, Ridgedale Ave, Oxford St, Wimbleton Dr, Chapin Ave, Davis Ave, Tauton Rd, Torry St, Bradford Rd, Melton Rd, Cole St, Yorkshire Rd, Villa Rd, Bowers St, Columbia St, Eton Rd, Cambridge St, Yorkshire Rd, Buckingham Ave, Pembroke Rd, Graefield Rd, Manchester Rd, Cheltenham Rd, and Coolidge Hwy.

2. In addition, the CIA includes the right-of-way of any designated detour route or alternate route, intersecting roads and ramps adjacent to the work zone for a distance of approximately 1/4 mile in advance of the work zone or as far as the construction or detour signing extends. The roads include but are not limited to Street, Road, Boulevard, etc.

d. Traffic Restrictions. Maintain traffic in accordance with the Maintaining Traffic Typicals contained herein, except as noted below. Changes or adjustments to the Maintaining Traffic Typicals may be necessary to fit field conditions, subject to approval of the Engineer or as determined by the Engineer.

1. Utilize the following Maintaining Traffic Typicals:
    A. 100-GEN-KEY
    B. 101-GEN-SPACING-CHARTS

C. 102-GEN-NOTES
D. 103-GEN-SIGN
E. 4110A-M-TR-NFW-2L
F. 4122-M-NFW-SHL
G. 4123A-M-MFW-1LC(R)

2. Do not deliver material, or close lanes during the holiday periods as defined in Table 1.

Table 1: 2025 and 2026 Holiday Periods

Holiday	Start Date and Time	End Date and Time
Thanksgiving Day and Day After Thanksgiving	7:00 p.m. Wednesday, November 26, 2025	7:00 a.m. Saturday, November 29, 2025
Christmas Eve and Day	7:00 p.m. Tuesday, December 23, 2025	7:00 am Friday, December 26, 2025
New Year's Eve and Day	7:00 p.m. Tuesday, December 30 2025	7:00 am Friday, January 2, 2026
Martin Luther King, Jr. Day	7:00 p.m. Saturday, January 17, 2026	7:00 am Tuesday, January 20, 2026

3. Maintain a minimum of one lane of traffic in each direction at all times.

4. Maintain a minimum of one lane of traffic in each direction at all times on all signalized side roads.

5. Maintain access to all driveways as directed by the Engineer unless prior agreements are made with the respective property owners. The cost of constructing driveways part width will not be paid for separately but will be considered included in the cost of other driveway pay items.

e. Traffic General.

1. For any lane open to traffic, provide a minimum lane width of 8 feet with 2 feet of shy distance on both sides unless identified otherwise on plans.

2. Do not close lanes or utilize traffic regulation sequences where work can be accomplished with a shoulder closure. Do not occupy any part of the active traffic lane with personnel or equipment when utilizing a shoulder closure. Place lane closures and traffic regulation operations only in areas as show on the plans unless otherwise directed by the Engineer.

3. A speed reduction will not be used.

4. Protect the work area at the end of each day. Close all open access points on the project to traffic with Type III barricades or other devices approved by the Engineer.

5. The Engineer will be responsible for notifying emergency services, transit agencies, law enforcement and schools prior to any lane closures, detours or major traffic shifts. In addition, the Contractor will be responsible for working with and complying with any

coordination that is necessary with the Department and emergency services, transit agencies, law enforcement and schools. All costs associated with these coordination efforts will be considered included in the pay item “Minor Traf Devices”.

6. Obtain all necessary permits from local governments within areas of local jurisdiction, including noise/dust ordinance waivers when required, prior to placing construction signing on local roads.

7. Remove all temporary traffic control devices from City’s right-of-way during any shut down periods unless needed for directly maintaining or channelizing traffic. No additional payment will be made for removal and/or redeployment of these devices except for in the case of an approved extension of time.

8. Cover or remove construction signing that refers to work zone speed when work at a location is planned to be inactive for a period greater than 2 days, unless otherwise specified on the plans or as directed by the Engineer.

9. Once work is initiated that includes any lane restrictions, that work must be continued daily until completed. A lack of work activity for more than 3 days will require the removal of lane closures at no expense to the Department.

f. Traffic Regulator Control.

1. Maintain two-way traffic at all times using traffic regulator control. A traffic regulator sequence is allowed to cover a maximum closure length of 1/4 miles. Place the arrow panel, signs and channelizing taper for the traffic regulator operation at locations approved by the Engineer for adequate visibility by oncoming traffic.

2. Do not utilize more than 1 traffic regulator operation(s) at one time.

3. Crossroads should remain open to traffic at all times. Use intermediate traffic regulators at each intersection approach and commercial driveways within the closure limits, as directed by the Engineer. Use traffic regulator control as directed by the Engineer for cross street traffic while paving through intersections.

g. Pedestrian or Non-Motorized Facilities.

1. Maintain all facilities in accordance with *The Americans with Disability Act* (ADA) requirements and the Public Rights-of Way Accessibility Guidelines (PROWAG). Provide facilities equivalent to or better than the route a person would have encountered prior to construction activities.

2. Close and detour any sidewalk ramps and crosswalk areas to pedestrian traffic that are impacted by the work.

3. Always keep sidewalk areas clear of any equipment or materials when the sidewalks are open to pedestrian traffic. When open to pedestrian traffic, maintain a 4 foot clear path on all sidewalks.

h. Traffic Control Devices. Ensure all traffic control devices are in accordance with the *MMUTCD* and must meet the "acceptable" criteria as defined in the *ATSSA* publication entitled "*Quality Guidelines for Temporary Traffic Control Devices and Features*" at the time of initial deployment and after each major stage change.

1. During non-working periods, place applicable advance signs and channelizing devices at specific locations, as directed by the Engineer, at no additional cost to the Department.

2. Notify the Engineer 24 hours in advance of when traffic control devices are being delivered to the project site, to allow for initial inspection of devices to take place.

3. Remove from the project site all traffic control devices (including detour signing) no longer needed for a particular operation and equipment for construction within 14 calendar days of reopening the shoulder/lane/roadway.

4. Channelizing Devices.

A. Ensure all devices have sufficient ballast to prevent moving or tipping. If moving or tipping occurs, place additional ballast, as directed by the Engineer, at no additional cost to the Department. No more than two ballasts are allowed on each channelizing device.

B. Do not use caution tape on channelizing devices for traffic control and/or pedestrian traffic control on this project.

5. Temporary Signs.

A. Additional W20-1 (ROAD WORK AHEAD) signs are included in the quantities to be placed on all intersecting or adjacent roads where construction activities may be encountered.

i. Measurement and Payment. Payment will be in accordance with the standard specifications unless otherwise specified. No additional payment will be made for the following activities:

1. Transporting traffic control items from site to site.

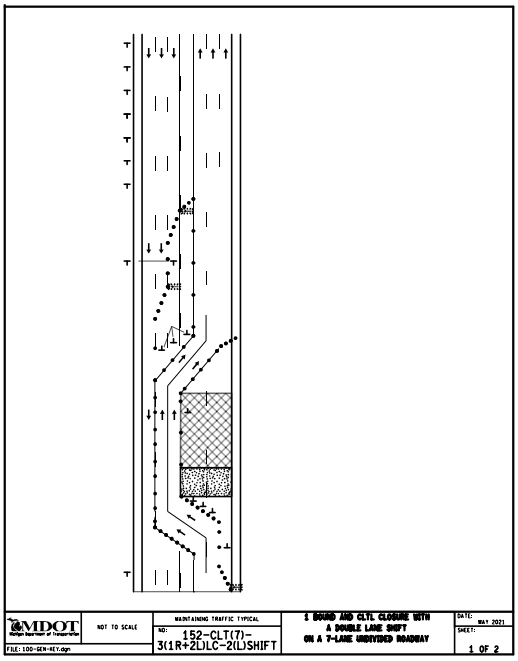
2. Providing sufficient vehicles and staff to make changes as-needed on site during work.

3. Providing sufficient vehicles and staff to remove closures from the roadway.

TYPICAL NUMBER KEY

CODES

AB = ARROW BOARD AW = ADVANCE WARNING C = CLOSURE CLT = CENTER LEFT TURN LANE CROSS = CROSSOVER CruSha = CRUSH AND SHAPE EM = EARLY MERGE EnR = ENTRANCE RAMP ExR = EXIT RAMP FW = FREEWAY GEN = GENERAL INFORMATION GORE = FREEWAY GORE AREA IN = INSIDE INT = INTERSECTION L = LANE (L) = LEFT LC = LANE CLOSURE LD = LONG DURATION	LO = LANE OPEN O = OUTSIDE (LANE CLOSURE) OUT = OUTSIDE OF SHOULDER MID = MIDDLE OF INTERSECTION OR ROAD NFW = NON-FREEWAY PARK = PARKING LANE PCMS = PORTABLE CHANGEABLE MESSAGE SIGN (R) = RIGHT ROLL = ROLLING ROADBLOCK RUM = RUMBLE STRIP SD = SHORT DURATION SHL = SHOULDER CLOSURE SIGN = SIGN SP = SPECIAL SPEED = SPEED STA = STOPPED TRAFFIC ADVISORY TR = TRAFFIC REGULATOR TS = TEMPORARY SIGNAL ZIP = ZIPPER MERGE



100 - GENERAL NOTES 110 - TRAFFIC REGULATORS 120 - NON-FREEWAY 130 - CENTER LEFT TURN (CLT) LANES 140 - PARKING LANES 150 - CLT 7 LANE SECTIONS 160 - SIGNAL WORK 200 - FREEWAY CLOSURES 210 - FREEWAY LANE SHIFTS 220 - FREEWAY ENTRANCE RAMPS 230 - FREEWAY EXIT RAMPS 300 - ADVANCE WARNINGS 310 - CROSSOVER CLOSURE 320 - CRUSH AND SHAPE 340 - MERGE SYSTEMS 350 - GORE LOCATIONS 360 - ROLLING ROADBLOCK 4000 - MAINTENANCE 5000 - SURVEY

EXAMPLE TYPICAL

CODE: 152-CTL(7)-3(1R+2L)LC-2(L)SHIFT

152 - TYPICAL NUMBER
CTL(7) = CENTER LEFT TURN LANE, 7 LANES TOTAL.
3(1R+2L)LC = 3 LANES CLOSED, (1 RIGHT LANE AND 2 LEFT LANES).
2(L)SHIFT = 2 LANES SHIFTED TO THE LEFT.

NOT TO SCALE

MDOT Michigan Department of Transportation	NOT TO SCALE	MAINTAINING TRAFFIC TYPICAL	TYPICAL NUMBERING KEY	DATE: DECEMBER 2021
		NO: 100-GEN-KEY		SHEET: 1 OF 1
FILE: 100-GEN-KEY.dgn				

DISTANCE BETWEEN TRAFFIC SIGNS, "D"

"D" DISTANCES	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)										
	25	30	35	40	45	50	55	60	65	70	75
D (FEET)	250	300	350	400	450	500	550	600	650	700	750

GUIDELINES FOR LENGTH OF LONGITUDINAL BUFFER SPACE, "B"

"B" LENGTHS	SPEED,* MPH (PRIOR TO WORK AREA)											
	20	25	30	35	40	45	50	55	60	65	70	75
B (FEET)	33	50	83	132	181	230	279	329	411	476	542	625

* POSTED SPEED, OFF-PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED.

MINIMUM MERGING TAPER LENGTH, "L" (FEET)

OFFSET (FEET)	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)										
	25	30	35	40	45	50	55	60	65	70	75
1	11	15	21	27	45	50	55	60	65	70	75
2	21	30	41	54	90	100	110	120	130	140	150
3	32	45	62	80	135	150	165	180	195	210	225
4	42	60	82	107	180	200	220	240	260	280	300
5	53	75	103	134	225	250	275	300	325	350	375
6	63	90	123	160	270	300	330	360	390	420	450
7	73	105	143	187	315	350	385	420	455	490	525
8	84	120	164	214	360	400	440	480	520	560	600
9	94	135	184	240	405	450	495	540	585	630	675
10	105	150	205	267	450	500	550	600	650	700	750
11	115	165	225	294	495	550	605	660	715	770	825
12	125	180	245	320	540	600	660	720	780	840	900
13	136	195	266	347	585	650	715	780	845	910	975
14	146	210	286	374	630	700	770	840	910	980	1050
15	157	225	307	400	675	750	825	900	975	1050	1125

NOT TO SCALE

MDOT Michigan Department of Transportation	NOT TO SCALE	MAINTAINING TRAFFIC TYPICAL	"B", "D" AND "L" TABLES CHANNELIZING DEVICE SPACING, SIGN BORDER KEY, AND ROLL-AHEAD SPACING	DATE: MAY 2021
FILE: 101-GEN-SPACING-CHARTS.dgn		NO: 101-GEN-SPACING-CHARTS		SHEET: 1 OF 3

THE FORMULAS FOR THE MINIMUM LENGTH OF A MERGING TAPER IN DERIVING THE "L" VALUES SHOWN IN THE ABOVE TABLES ARE AS FOLLOWS:

$"L" = \frac{W \times S^2}{60}$ WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 40 MPH OR LESS

"L" = W X S WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 45 MPH OR GREATER

L = MINIMUM LENGTH OF MERGING TAPER
S = POSTED SPEED LIMIT IN MPH PRIOR TO WORK AREA
W = WIDTH OF OFFSET

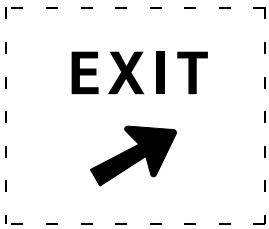
TYPES OF TAPERS	TAPER LENGTH
UPSTREAM TAPERS	
MERGING TAPER	L - MINIMUM
SHIFTING TAPER	1/2 L - MINIMUM
SHOULDER TAPER	1/3 L - MINIMUM
2 TO 1 LANE ROAD TAPER	100' - MAXIMUM
DOWNSTREAM TAPERS	
(USE IS RECOMMENDED)	100' (PER LANE)

MAXIMUM SPACING FOR CHANNELIZING DEVICES

WORK ZONE SPEED LIMIT	DRUM AND 42" DEVICE SPACING (FT)		NIGHTTIME 42" DEVICE SPACING (FT)	
	TAPER	TANGENT	TAPER	TANGENT
< 45 MPH	1 x SPEED LIMIT	2 x SPEED LIMIT	25 FEET	50 FEET
≥ 45 MPH	50 FEET	100 FEET	25 FEET	50 FEET

SIGN OUTLINE KEY

DASHED OUTLINES INDICATE A SIGN THAT EXISTS ON SITE, AND NEEDS TO BE COVERED.



SOLID OUTLINES INDICATE A SIGN THAT IS TO BE PLACED ON THE PROJECT



NOT TO SCALE

GUIDELINES FOR ROLL-AHEAD DISTANCES FOR TMA VEHICLES - TEST LEVEL 2

WEIGHT OF TMA VEHICLE	PREVAILING SPEED (POSTED SPEED PRIOR TO WORK ZONE)	ROLL-AHEAD DISTANCE* (DISTANCE FROM FRONT OF TMA VEHICLE TO WORK AREA)
5.5 TONS (STATIONARY)	40 MPH OR LESS	25 FT

* ROLL-AHEAD DISTANCES ARE CALCULATED USING A 4,410 POUND IMPACT VEHICLE WEIGHT.

GUIDELINES FOR ROLL-AHEAD DISTANCES FOR TMA VEHICLES - TEST LEVEL 3

WEIGHT OF TMA VEHICLE	PREVAILING SPEED (POSTED SPEED PRIOR TO WORK ZONE)	ROLL-AHEAD DISTANCE* (DISTANCE FROM FRONT OF TMA VEHICLE TO WORK AREA)
5 TONS (MOBILE)	45 MPH	100 FT
	50-55 MPH	150 FT
	60-75 MPH	175 FT
12 TONS (STATIONARY)	45 MPH	25 FT
	50-55 MPH	25 FT
	60-75 MPH	50 FT

* ROLL-AHEAD DISTANCES ARE CALCULATED USING A 10,000 POUND IMPACT VEHICLE WEIGHT.

THE FOLLOWING NOTES APPLY IF CALLED FOR ON THE TRAFFIC TYPICAL

GENERAL NOTES

G1: SEE GEN-SPACING-CHARTS FOR COMMON VALUES INCLUDING:
D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
L = MINIMUM LENGTH OF TAPER
B = LENGTH OF LONGITUDINAL BUFFER
ROLL AHEAD DISTANCE

G2: DISTANCE BETWEEN SIGNS, "D", THE VALUES FOR WHICH ARE SHOWN IN TYPICAL GEN-KEY ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.

G3: ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING MUST MEET NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM REPORT 350 (NCHRP 350) TEST LEVEL 3, OR MANUAL FOR ASSESSING SAFETY HARDWARE (MASH) TL-3 AS WELL AS THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.

G4: DO NOT STORE EQUIPMENT, MATERIALS OR PERFORM WORK IN ESTABLISHED BUFFER AREAS.

G5: ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR TRAFFIC PATTERNS FOR WORK LESS THAN THREE DAYS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.

SIGN NOTES

S1: ALL NON-APPLICABLE SIGNING WITHIN THE CIA MUST BE MODIFIED TO FIT CONDITIONS, COVERED, OR REMOVED. FOR GUIDANCE SEE THE WORK ZONE SAFETY AND MOBILITY MANUAL, SECTIONS 6.01.09 AND 6.01.10.

S2: R5-18b SIGNS ARE ONLY REQUIRED ON FREEWAY PROJECTS WITH A DURATION OF 15 DAYS OR LONGER OR NON-FREEWAY PROJECTS WITH A DURATION OF 90 DAYS OR LONGER. TO APPLY THIS TYPICAL WITHOUT R5-18b SIGNS, REMOVE THE SIGNS AND CONSOLIDATE THE SEQUENCE AS APPROPRIATE.

S3: R5-18c IS ONLY REQUIRED IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. OMIT THIS SIGN IN SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE.

S4: ADDITIONAL SIGNING AND/OR ELONGATED SIGNING SEQUENCES SHOULD BE USED WHEN TRAFFIC VOLUMES ARE SIGNIFICANT ENOUGH TO CREATE BACKUPS BEYOND THE W20-5 SIGNS.

S5: PLACE ADDITIONAL SPEED LIMIT SIGNS REFLECTING THE WORK ZONE SPEED AFTER EACH MAJOR CROSSROAD THAT INTERSECTS THE WORK ZONE, OR AFTER EACH ENTRANCE RAMP THAT COMES ONTO THE FREEWAY WHERE THE REDUCED SPEED IS IN EFFECT. PLACE ADDITIONAL SPEED LIMIT SIGNS AT INTERVALS ALONG THE ROADWAY SUCH THAT NO SPEED LIMIT SIGNS ARE MORE THAN 2 MILES APART. WHEN REDUCED SPEED LIMITS ARE UTILIZED IN THE WORK AREA, PLACE ADDITIONAL SPEED LIMIT SIGNS RETURNING TRAFFIC TO ITS NORMAL SPEED BEYOND THE LIMITS OF THE WORK AREA AS INDICATED. IF PERMANENT SIGNS DISPLAYING THE CORRECT SPEED LIMIT ARE POSTED, OMIT ALL W3-5b AND R2-1 SIGNS AND REDUCE SPACING ACCORDINGLY.

S6: FABRICATE SPECIAL SIGNS IN ACCORDANCE WITH CURRENT SIGNING DESIGN STANDARDS.

S7: PLACE ADDITIONAL R8-3 SIGNS AT A MAXIMUM 500' SPACING THROUGHOUT THE WORK ZONE.

S8: WHEN SPEED LIMIT SIGNS CANNOT BE PLACED SIDE BY SIDE AS SHOWN, PLACE THEM "D" DISTANCE APART.

S9: STOP SIGNS NOT REQUIRED IF SIGNALS ARE ON 4-WAY FLASHING RED. STOP AHEAD SIGNS ARE NOT REQUIRED IF THERE IS ADEQUATE VISIBILITY OF THE STOP SIGN OR IF SIGNALS ARE BEING USED TO CONTROL TRAFFIC.

S10: PLACE REDUCED SPEED ZONE AHEAD SIGN (W3-5b) HERE WHEN USING A SPEED REDUCTION IN THIS DIRECTION.

S11: THE NUMBER OF W1-6 SHIFT SIGNS TO PLACE FOR A SHIFT IS AS FOLLOWS:
SHIFTS 4FT OR LESS, PLACE ONE W1-6(R)(L)
SHIFTS 5FT TO 12FT, PLACE TWO W1-6(R)(L)
SHIFTS MORE THAN 12FT, PLACE THREE OR MORE W1-6(R)(L) SIGNS DEPENDING UPON LENGTH OF SHIFT AND AS PER THE ENGINEER.

S12: PLACE R2-1 SIGNS AS DETAILED IN NOTE S5 WHEN THERE IS A SPEED REDUCTION IN THIS DIRECTION

TRAFFIC REGULATOR NOTES

TR1: TRAFFIC REGULATORS MUST FOLLOW ALL THE REQUIREMENTS IN THE STANDARD SPECIFICATIONS, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS, THE CURRENT VERSIONS OF THE TRAFFIC REGULATOR'S INSTRUCTION MANUAL AND THE VIDEO "HOW TO SAFELY REGULATE TRAFFIC IN MICHIGAN". THE MAXIMUM DISTANCE BETWEEN THE TRAFFIC REGULATORS IS DETERMINED BY THE ROADWAY ADT, GEOMETRICS, AND AS DIRECTED BY THE ENGINEER.

TR2: PROVIDE APPROPRIATE BALLOON LIGHTING TO SUFFICIENTLY ILLUMINATE TRAFFIC REGULATOR'S STATIONS WHEN TRAFFIC REGULATING IS ALLOWED DURING THE HOURS OF DARKNESS.

TR3: PROVIDE EITHER A STOP/SLOW AFAD OR A RED/YELLOW LENS AFAD, MEETING THE REQUIREMENTS OF THE MMUTCD

TEMPORARY TRAFFIC CONTROL DEVICE NOTES

TCD1: THE MAXIMUM DISTANCE IN FEET BETWEEN CHANNELIZING DEVICES IN A TAPER SHOULD NOT EXCEED 1.0 TIMES THE WORK ZONE SPEED LIMIT IN MPH FOR ROADWAYS WITH A POSTED WORK ZONE SPEED LIMIT LESS THAN 45 MPH AND SHOULD NOT EXCEED 50 FEET ON ROADWAYS WITH A POSTED WORK ZONE SPEED LIMIT OF 45 MPH OR GREATER. THE SPACING FOR 42 INCH CHANNELIZING DEVICE TAPERS ARE NOT TO EXCEED 25 FEET AT NIGHT.

TCD2: THE MAXIMUM DISTANCE IN FEET BETWEEN CHANNELIZING DEVICES IN A TANGENT SHOULD NOT EXCEED TWICE THE WORK ZONE SPEED LIMIT IN MPH FOR ROADWAYS WITH A POSTED WORK ZONE SPEED LIMIT LESS THAN 45 MPH AND SHOULD NOT EXCEED 100 FEET ON ROADWAYS WITH A POSTED WORK ZONE SPEED LIMIT OF 45 MPH OR GREATER. THE SPACING FOR 42 INCH CHANNELIZING DEVICE TANGENTS ARE NOT TO EXCEED 50 FEET AT NIGHT.

TCD3: TYPE III BARRICADES MUST BE LIGHTED FOR OVERNIGHT CLOSURES.

TCD4: WHEN THE HAUL ROAD IS NOT IN USE, PLACE LIGHTED TYPE III BARRICADES WITH "ROAD CLOSED" EXTENDING COMPLETELY ACROSS THE HAUL ROAD.

TCD5: USE OBJECT MARKER SIGNS IN LIEU OF THE TYPE B HIGH INTENSITY LIGHT SHOWN IN THE STANDARD PLAN FOR TEMPORARY CONCRETE BARRIER (R-53, AND R-126) WHEN USED WITH A TEMPORARY SIGNAL SYSTEM. THE OBJECT MARKERS MUST BE A MINIMUM OF 12 INCHES IN WIDTH AND 36 INCHES IN HEIGHT AND HAVE ORANGE AND WHITE RETROREFLECTIVE SHEETING. THE RETROREFLECTIVE SHEETING MUST HAVE ALTERNATING DIAGONAL ORANGE AND WHITE STRIPES SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION VEHICULAR TRAFFIC IS TO PASS.

TCD6: PLACE LIGHTED ARROW PANELS AS CLOSE TO THE BEGINNING OF TAPERS AS PRACTICAL, BUT NOT IN A MANNER THAT WILL OBSCURE OR CONFUSE APPROACHING MOTORISTS WHEN PHYSICAL LIMITATIONS RESTRICT PLACEMENT. IN CURBED SECTIONS, IF ARROW BOARD CANNOT BE PLACED BEHIND CURB, PLACE ARROW BOARD IN THE CLOSED LANE AS CLOSE TO THE BEGINNING OF TAPER AS POSSIBLE.

TCD7: ADDITIONAL TYPE III BARRICADES MAY BE REQUIRED TO COMPLETELY CLOSE OFF ROAD FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT.

TCD8: WHERE THE SHIFTED SECTION IS SHORTER THAN 600 FEET, A DOUBLE REVERSE CURVE SIGN (W24-1) CAN BE USED INSTEAD OF THE FIRST REVERSE CURVE SIGN, AND THE SECOND REVERSE CURVE SIGN CAN BE OMITTED.

TCD9: RUMBLE STRIPS ARE TO BE PLACED AS SPECIFIED IN THE CONTRACT. IF NOT SPECIFIED IN THE CONTRACT, PLACE RUMBLE STRIPS AS SHOWN, AND IN ACCORDANCE WITH THE RUMBLE STRIP MANUFACTURER'S RECOMMENDATIONS. AN ARRAY OF RUMBLE STRIPS CONTAINS THREE RUMBLE STRIPS. PLACE THE RUMBLE STRIPS IN THE ARRAY AT A CONSISTENT DISTANCE, BETWEEN 10' AND 20' APART.

TCD10: SEE THE WORK ZONE SAFETY AND MOBILITY MANUAL, PORTABLE CHANGEABLE MESSAGE SIGN GUIDELINES FOR RECCOMENDED AND CORRECT PCMS MESSAGING. STAGGER PCMS THAT ARE ON OPPOSING SIDES OF THE ROAD 1000 FEET FROM EACH OTHER.

RAMP NOTES

RMP1: WHEN CONDITIONS ALLOW, E5-1 SIGNS MUST BE REMOVED OR COVERED AND CHANELIZING DEVICES MUST BE POSITIONED TO ENABLE RAMP TRAFFIC TO DIVERGE IN A FREE MANNER

RMP2: STOP AND YIELD CONDITIONS SHOULD BE AVOIDED WHENEVER PRACTICAL. WHEN CONDITIONS WARRANT, R1-1 SIGNS MAY BE USED IN PLACE OF R1-2 SIGNS. WHEN R-1 SIGNS ARE USED, W3-1 SIGNS MUST BE USED IN PLACE OF W3-2 SIGNS. CONSIDERATION SHOULD BE GIVEN TO CLOSING THE RAMP TO COMPLETE WORK TO ALLOW AN ADEQUATE MERGE DISTANCE. WORK SHOULD BE EXPEDITED TO AVOID THE STOP AND/OR YIELD CONDITIONS.

SIGNAL NOTES

SIG1: EXISTING SIGNAL MUST BE EITHER 4-WAY FLASHING RED, BAGGED, OR TURNED OFF.

SIG2: SIGNAL IS IN OPERATION.

SIG3: DELINEATE THE WORK ZONE AREA WITH 28 INCH CONES FOR DAYTIME WORK, OR 42 INCH CHANNELIZING DEVICES FOR NIGHTTIME WORK.

SIG4: THE CONTRACTOR MUST HAVE A DESIGNATED SPOTTER IF THE AERIAL BUCKET TRUCK IS LOCATED OVER ACTIVE TRAVEL LANES.

SIG5: THE LOWEST POINT OF THE BUCKET MAY NOT TRAVEL BELOW 14 FOOT VERTICAL CLEARANCE. THE CONTRACTOR MUST UTILIZE AN ALTERNATE SET UP, OR PLACE THE INTERSECTION IN A 4 WAY STOP IF THE 14 FOOT VERTICAL CLEARANCE IS COMPROMIZED. USE TRAFFIC REGULATORS TO CONTROL TRAFFIC THROUGH THE INTERSECTION WHEN TRAFFIC IS PLACED IN A 4 WAY STOP.

SIG6: DELINEATE THE TRUCK WITH CHANNELIZING DEVICES. THE POSITION OF THE TRUCK MAY BE MOVED TO FACILITATE WORK.

MAINTENANCE AND SURVEYING NOTES

MS1: WHENEVER STOPPING SIGHT DISTANCE EXISTS TO THE REAR, THE SHADOW VEHICLES SHOULD MAINTAIN THE RECOMENDED DISTANCE FROM THE WORK AREA AND PROCEEED AT THE SAME SPEED. THE SHADOW VEHICLE SHOULD SLOW DOWN AND TRAVEL AT A FARTHER DISTANCE TO PROVIDE ADEQUATE SIGHT DISTANCE IN ADVANCE OF VERTICAL OR HORIZONTAL CURVES.

MS2: WORKERS OUTSIDE OF VEHICLES SHOULD WORK WITHIN 150' OF WORK VEHICLES WITH AN ACTIVATED BEACON, BETWEEN THE "BEGIN WORK CONVOY" SIGN AND THE "END WORK CONVOY" SIGN, OR BETWEEN THE "WORK ZONE BEGINS" AND "END ROAD WORK" SIGN.

MS3: WORK OR SHADOW VEHICLES WITH OR WITHOUT A TMA MAY BE USED TO SEPARATE THE WORK SPACE FROM TRAFFIC. IF USED, THE VEHICLES SHOULD BE PARKED ACCORDING TO THE ROLL AHEAD DISTANCE TABLES.

MS4: WORK AND SHADOW VEHICLES SHALL BE APPROPRIATELY EQUIPPED WITH AN ACTIVATED AMBER BEACON.

MS5: WHEN WORKERS ARE OUTSIDE THEIR VEHICLES IN AN EXISTING LANE WHILE A MOBILE OPERATION IS OCCURRING DURING THE NIGHTTIME HOURS, CHANNELIZING DEVICES TO DELINEATE OPEN OR CLOSED LANES AT 50 FT SPACING MUST BE USED. AN EXAMPLE OF AN OPERATION (BUT NOT LIMITED TO) IS THE LAYOUT OF CONCRETE PATCHES.

MS6: W21-6 AND W20-1 SIGNS MAY BE SUBSTITUTED AS DETERMINED BY THE TYPE OF WORK TAKING PLACE AS PER THE ENGINEER.

SIGN NUMBER KEY



E5-1f
48" x 48"
60" x 48"



E5-2
48" x 36"



E5-2a
48" x 36"



E5-3
48" x 36"



E13-1P
VAR x 24"



E13-1aP
36" x 24"



G20-1
60" x 24"



G20-2
48" x 24"



G20-4
36" x 18"


I-6a
18" x 18"
24" x 24"
30" x 30"



M1-1
18" x 18"
24" x 24"
36" x 36"
48" x 48"



M1-1
22.5" x 18"
30" x 24"
45" x 36"
60" x 48"



M1-2
18" x 18"
24" x 24"
36" x 36"
48" x 48"



M1-2
22.5" x 18"
30" x 24"
45" x 36"
60" x 48"



M1-3
18" x 18"
24" x 24"
36" x 36"
48" x 48"



M1-3
22.5" x 18"
30" x 24"
45" x 36"
60" x 48"



M1-4
18" x 18"
24" x 24"
36" x 36"
48" x 48"



M1-4
22.5" x 18"
30" x 24"
45" x 36"
60" x 48"



M1-5
18" x 18"
24" x 24"
30" x 30"
36" x 36"



M1-5a
18" x 18"
24" x 24"



M1-6
18" x 18"
24" x 24"
36" X 36"



M1-6
22.5" x 18"
30" x 24"
45" x 36"



M3-1
12" x 6"
18" x 9"
24" x 12"
30" x 15"
36" x 18"



M3-2
12" x 6"
18" x 9"
24" x 12"
30" x 15"
36" x 18"



M3-3
12" x 6"
18" x 9"
24" x 12"
30" x 15"
36" x 18"



M3-4
12" x 6"
18" x 9"
24" x 12"
30" x 15"
36" x 18"



M4-1
12" x 6"
18" x 9"
24" x 12"
30" x 15"
36" x 18"



M4-1a
12" x 6"
18" x 9"
24" x 12"
30" x 15"
36" x 18"



M4-2
12" x 6"
18" x 9"
24" x 12"
30" x 15"
36" x 18"



M4-3
12" x 6"
18" x 9"
24" x 12"
30" x 15"
36" x 18"



M4-4
18" x 9"
24" x 12"
30" x 15"
36" x 18"



M4-5
12" X 6"
18" x 9"
24" X 12"
30" X 15"
36" X 18"



M4-6
12" x 6"
18" x 9"
24" x 12"
30" x 15"
36" x 18"



M4-7
12" x 6"
18" x 9"
24" x 12"
30" x 15"
36" x 18"



M4-7a
12" x 6"
18" x 9"
24" x 12"
30" x 15"
36" x 18"



M4-8
12" x 6"
18" x 9"
24" x 12"
30" x 15"



M4-8a
24" x 18"



M4-8b
24" x 12"



M4-9L
30" x 24"
48" x 36"
60" x 48"



M4-9R
30" x 24"
48" x 36"
60" x 48"



M4-9j
30" x 24"
48" x 36"
60" x 48"



M4-9kL
30" x 24"
48" x 36"
60" x 48"



M4-9kR
30" x 30"
48" x 42"
60" x 54"



M4-9mL
30" x 30"
48" x 42"
60" x 54"



M4-9mR
30" x 30"
48" x 42"
60" x 54"


M4-9dL
12" x 18"


M4-9dR
12" x 18"


M4-9e
12" x 18"



M4-9f
12" x 18"


M4-9gL
12" x 18"


M4-9gR
12" x 18"


M4-9h
12" x 24"



M4-9i
12" x 18"



M4-10L
48" x 18"



M4-10R
48" x 18"



M4-11a
12" X 6"
18" x 9"
24" X 12"
30" X 15"
36" X 18"


M5-1L
12" x 9"
21" x 15"
30" x 21"


M5-1R
12" x 9"
21" x 15"
30" x 21"


M5-2L
12" x 9"
21" x 15"
30" x 21"


M5-2R
12" x 9"
21" x 15"
30" x 21"


M5-3
12" x 9"
21" x 15"
30" x 21"


M6-1L
12" x 9"
18" x 12"
21" x 15"
30" x 21"


M6-1R
12" x 9"
18" x 12"
21" x 15"
30" x 21"


M6-2L
12" x 9"
18" x 12"
21" x 15"
30" x 21"


M6-2R
12" x 9"
18" x 12"
21" x 15"
30" x 21"


M6-3
12" x 9"
18" x 12"
21" x 15"
30" x 21"


M6-4
12" x 9"
18" x 12"
21" x 15"
30" x 21"


M6-5
12" x 9"
18" x 12"
21" x 15"
30" x 21"


M6-6L
12" x 9"
18" x 12"
21" x 15"
30" x 21"


M6-6R
12" x 9"
18" x 12"
21" x 15"
30" x 21"


M6-7L
12" x 9"
18" x 12"
21" x 15"
30" x 21"


M6-7R
12" x 9"
18" x 12"
21" x 15"
30" x 21"

SEE MDOT SHS 13-WORK ZONE FOR SIGN DETAILS

MDOT Michigan Department of Transportation	MAINTAINING TRAFFIC TYPICAL	STANDARD HIGHWAY SIGNS	DATE: 10/17/24
NO SCALE	CODE: 103-GEN-SIGN		SHEET: 1 OF 5

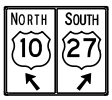
SIGN NUMBER KEY



M8-1gL
36" x 66"



M8-1gR
36" x 66"



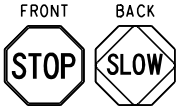
M8-2d
60" x 48"


OM-3L
12" x 36"
24" x 48"
36" x 72"


OM-3R
12" x 36"
24" x 48"
36" x 72"



R1-1
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



R1-1a
18" x 18"
24" x 24"



R1-2
18"
24"
30"
36"
48"
60"



R1-2aP
24" x 18"
36" x 30"
48" x 36"



R2-1
18" x 24"
24" x 30"
30" x 36"
36" x 48"
48" x 60"



R2-1a
48" x 60"


R3-1
24" x 24"
30" x 30"
36" x 36"
48" x 48"


R3-2
24" x 24"
30" x 30"
36" x 36"
48" x 48"



R3-3
24" x 24"
36" x 36"
48" x 48"


R3-4
24" x 24"
30" x 30"
36" x 36"
48" x 48"



R3-5L
30" x 36"
36" x 48"



R3-5R
30" x 36"
36" x 48"



R3-5a
30" x 36"
36" x 48"


R3-6L
30" x 36"
42" x 48"


R3-6R
30" x 36"
42" x 48"



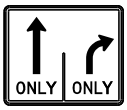
R3-7L
30" x 30"
36" x 36"



R3-7R
30" x 30"
36" x 36"



R3-8c
36" x 30"



R3-8d
36" x 30"



R4-1
12" x 18"
18" x 24"
24" x 30"
36" x 48"
48" x 60"



R4-2
12" x 18"
18" x 24"
24" x 30"
36" x 48"
48" x 60"


R4-7
12" x 18"
18" x 24"
24" x 30"
36" x 48"
48" x 60"


R4-8
18" x 24"
24" x 30"
36" x 48"
48" x 60"



R4-9
18" x 24"
24" x 30"
36" x 48"
48" x 60"



R5-1
30" x 30"
36" x 36"
48" x 48"



R5-1a
30" x 18"
36" x 24"
42" x 30"



R5-18b
48" x 60"



R5-18c
48" x 48"



R5-18d
78" x 12"



R5-18e
72" x 12"



R5-18f
48" x 60"



R5-18g
30" x 42"



R5-18h
48" x 60"



R6-1L
36" x 12"
54" x 18"



R6-1R
36" x 12"
54" x 18"



R6-2L
12" x 16"
18" x 24"
24" x 30"
36" x 48"
48" x 60"



R6-2R
12" x 16"
18" x 24"
24" x 30"
36" x 48"
48" x 60"

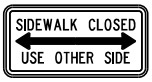

R8-3
12" x 12"
18" x 18"
24" x 24"
36" x 36"
48" x 48"



R9-8
36" x 18"



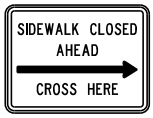
R9-9
24" x 12"
30" x 18"



R9-10
24" x 12"
48" x 24"



R9-11L
24" x 12"
48" x 36"



R9-11R
24" x 12"
48" x 36"



R9-11aL
24" x 12"
48" x 24"



R9-11aR
24" x 12"
48" x 24"



R10-6b
36" x 54"



R11-2
48" x 30"



R11-2a
48" x 30"



R11-2b
48" x 30"



R11-2c
60" x 30"



R11-3a
60" x 30"



R11-3b
60" x 30"



R11-4
60" x 30"

SEE MDOT SHS 13-WORK ZONE FOR SIGN DETAILS

MDOT Michigan Department of Transportation	MAINTAINING TRAFFIC TYPICAL	STANDARD HIGHWAY SIGNS	DATE: 10/17/24
NO SCALE	CODE: 103-GEN-SIGN		SHEET: 2 OF 5

SIGN NUMBER KEY



W1-1L
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W1-1R
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W1-2L
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W1-2R
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W1-2bL
36" x 36"
48" x 48"



W1-2bR
36" x 36"
48" x 48"



W1-3L
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W1-3R
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W1-4L
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W1-4R
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W1-4bL
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W1-4bR
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W1-4cL
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W1-4cR
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W24-1L
30" x 30"
36" x 36"
48" x 48"



W24-1cP
24" x 18"
30" x 24"



W24-1R
30" x 30"
36" x 36"
48" x 48"



W24-1aL
30" x 30"
36" x 36"
48" x 48"



W24-1aR
30" x 30"
36" x 36"
48" x 48"



W24-1bL
30" x 30"
36" x 36"
48" x 48"



W24-1bR
30" x 30"
36" x 36"
48" x 48"



W1-6L
24" x 12"
36" x 18"
48" x 24"
60" x 30"
96" x 48"



W1-6R
24" x 12"
36" x 18"
48" x 24"
60" x 30"
96" x 48"



W1-8L
12" x 18"
18" x 24"
24" x 30"
30" x 36"
36" x 48"



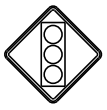
W1-8R
12" x 18"
18" x 24"
24" x 30"
30" x 36"
36" x 48"



W3-1
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W3-2
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W3-3
18" x 18"
30" x 30"
36" x 36"
48" x 48"



W3-4
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W3-4b
30" x 30"
36" x 36"
48" x 48"



W3-5
36" x 36"
48" x 48"



W3-5a
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W3-5b
30" x 30"
36" x 36"
48" x 48"



W4-1L
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W4-1R
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W4-2L
30" x 30"
36" x 36"
48" x 48"



W4-2R
30" x 30"
36" x 36"
48" x 48"



W4-3L
30" x 30"
36" x 36"
48" x 48"



W4-3R
30" x 30"
36" x 36"
48" x 48"



W4-5L
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W4-5R
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W4-5P
18" x 24"
24" x 30"



W4-6L
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W4-6R
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W4-7L
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W4-7R
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W5-1
30" x 30"
36" x 36"
48" x 48"



W5-2
18" x 18"
30" x 30"
36" x 36"
48" x 48"



W5-3
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W5-4
30" x 30"
36" x 36"
48" x 48"



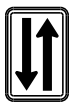
W6-1
30" x 30"
36" x 36"
48" x 48"



W6-2
30" x 30"
36" x 36"
48" x 48"



W6-3
30" x 30"
36" x 36"
48" x 48"



W6-4
12" x 18"



W7-1
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W7-1a
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-1
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"

SEE MDOT SHS 13-WORK ZONE FOR SIGN DETAILS

MDOT Michigan Department of Transportation	MAINTAINING TRAFFIC TYPICAL	STANDARD HIGHWAY SIGNS	DATE: 10/17/24
NO SCALE	CODE: 103-GEN-SIGN		SHEET: 3 OF 5

SIGN NUMBER KEY



W8-2
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-3
18" x 18"
30" x 30"
36" x 36"
48" x 48"



W8-4
18" x 18"
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-5
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-5P
24" x 18"
30" x 24"
36" x 30"



W8-7
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-8
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-9
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-11
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-12
30" x 30"
36" x 36"
48" x 48"



W8-14
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-15
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-15P
24" x 18"
30" x 24"
36" x 30"



W8-17L
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-17R
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-17P
24" x 18"
30" x 24"
36" x 30"



W8-18
24" x 24"
36" x 36"
48" x 48"



W8-23
24" x 24"
36" x 36"
48" x 48"



W8-24
30" x 30"
36" x 36"
48" x 48"



W8-25
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W8-26
36" x 36"
48" x 48"



W9-1L
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W9-1R
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W9-2L
30" x 30"
36" x 36"
48" x 48"



W9-2R
30" x 30"
36" x 36"
48" x 48"



W9-3C
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W9-3L
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W9-3R
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W9-3a
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W9-3b
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W11-10
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W11-10a
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W11-24
36" x 36"
48" x 48"



W12-1
24" x 24"
30" x 30"
36" x 36"
48" x 48"



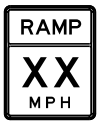
W12-2
18" x 18"
30" x 30"
36" x 36"
48" x 48"



W13-1P
18" x 18"
24" x 24"
30" x 30"



W13-2
24" x 30"
36" x 48"
48" x 60"



W13-3
24" x 30"
36" x 48"
48" x 60"



W13-4P
24" x 24"
36" x 36"



W13-6
24" x 42"
36" x 60"
48" x 84"



W13-6a
24" x 42"
36" x 60"
48" x 84"



W13-7
24" x 42"
36" x 60"
48" x 84"



W13-7a
24" x 42"
36" x 60"
48" x 84"



W14-3
36" x 24"
40" x 30"
48" x 36"
64" x 48"



W16-2P
18" x 12"
24" x 18"
30" x 24"



W16-4aP
18" x 12"
24" x 18"
30" x 24"
36" x 30"



W16-12P
24" x 18"



W16-13P
24" x 18"
30" x 24"



W20-1
24" x 24"
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W20-1a
24" x 24"
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W20-1b
24" x 24"
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W20-1c
24" x 24"
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W20-1d
24" x 24"
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W20-2
30" x 30"
36" x 36"
48" x 48"



W20-3
30" x 30"
36" x 36"
48" x 48"



W20-3a
30" x 30"
36" x 36"
48" x 48"

SEE MDOT SHS 13-WORK ZONE FOR SIGN DETAILS

MDOT Michigan Department of Transportation	MAINTAINING TRAFFIC TYPICAL	STANDARD HIGHWAY SIGNS	DATE: 10/17/24
NO SCALE	CODE: 103-GEN-SIGN		SHEET: 4 OF 5

SIGN NUMBER KEY



W20-3b
30" x 30"
36" x 36"
48" x 48"



W20-4
30" x 30"
36" x 36"
48" x 48"



W20-4c
36" x 36"
48" x 48"



W20-5C
30" x 30"
36" x 36"
48" x 48"



W20-5L
30" x 30"
36" x 36"
48" x 48"



W20-5L1
30" x 30"
36" x 36"
48" x 48"



W20-5L2
30" x 30"
36" x 36"
48" x 48"



W20-5R
30" x 30"
36" x 36"
48" x 48"



W20-5R1
30" x 30"
36" x 36"
48" x 48"



W20-5R2
30" x 30"
36" x 36"
48" x 48"



W20-5aL2
30" x 30"
36" x 36"
48" x 48"



W20-5aL3
30" x 30"
36" x 36"
48" x 48"



W20-5aR2
30" x 30"
36" x 36"
48" x 48"



W20-5aR3
30" x 30"
36" x 36"
48" x 48"



W20-7a
30" x 30"
36" x 36"
48" x 48"



W20-8
24" x 18"



W20-9
54" x 48"



W20-10
48" x 24"
66" x 30"



W20-11
12" x 18"



W20-12P
VARIABLE x 12"



W20-13P
VARIABLE x 12"



W20-14L
36" x 36"
48" x 48"



W20-14R
36" x 36"
48" x 48"



W20-14aP
36" x 12"
48" x 12"



W20-14bP
36" x 12"
48" x 12"



W20-15
36" x 36"
48" x 48"



W20-16
36" x 36"
48" x 48"



W20-17
36" x 36"
48" x 48"



W20-18
48" x 54"



W20-18a
48" x 54"



W21-1
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W21-2
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W21-2
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W21-3
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W21-4
36" x 18"



W21-5
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W21-5aL
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W21-5aR
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W21-5bL
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W21-5bR
30" x 30"
36" x 36"
48" x 48"
60" x 60"



W21-6
24" x 24"
30" x 30"
36" x 36"
48" x 48"



W21-7
30" x 30"
36" x 36"
48" x 48"



W21-8
30" x 30"
36" x 36"
48" x 48"



W22-1
30" x 30"
36" x 36"
48" x 48"



W22-2
42" x 36"



W22-3
36" x 30"
42" x 36"



W23-1
48" x 24"



W23-2
36" x 36"
48" x 48"

SEE MDOT SHS 13-WORK ZONE FOR SIGN DETAILS

MDOT Michigan Department of Transportation	MAINTAINING TRAFFIC TYPICAL	STANDARD HIGHWAY SIGNS	DATE: 10/17/24
NO SCALE	CODE: 103-GEN-SIGN		SHEET: 5 OF 5

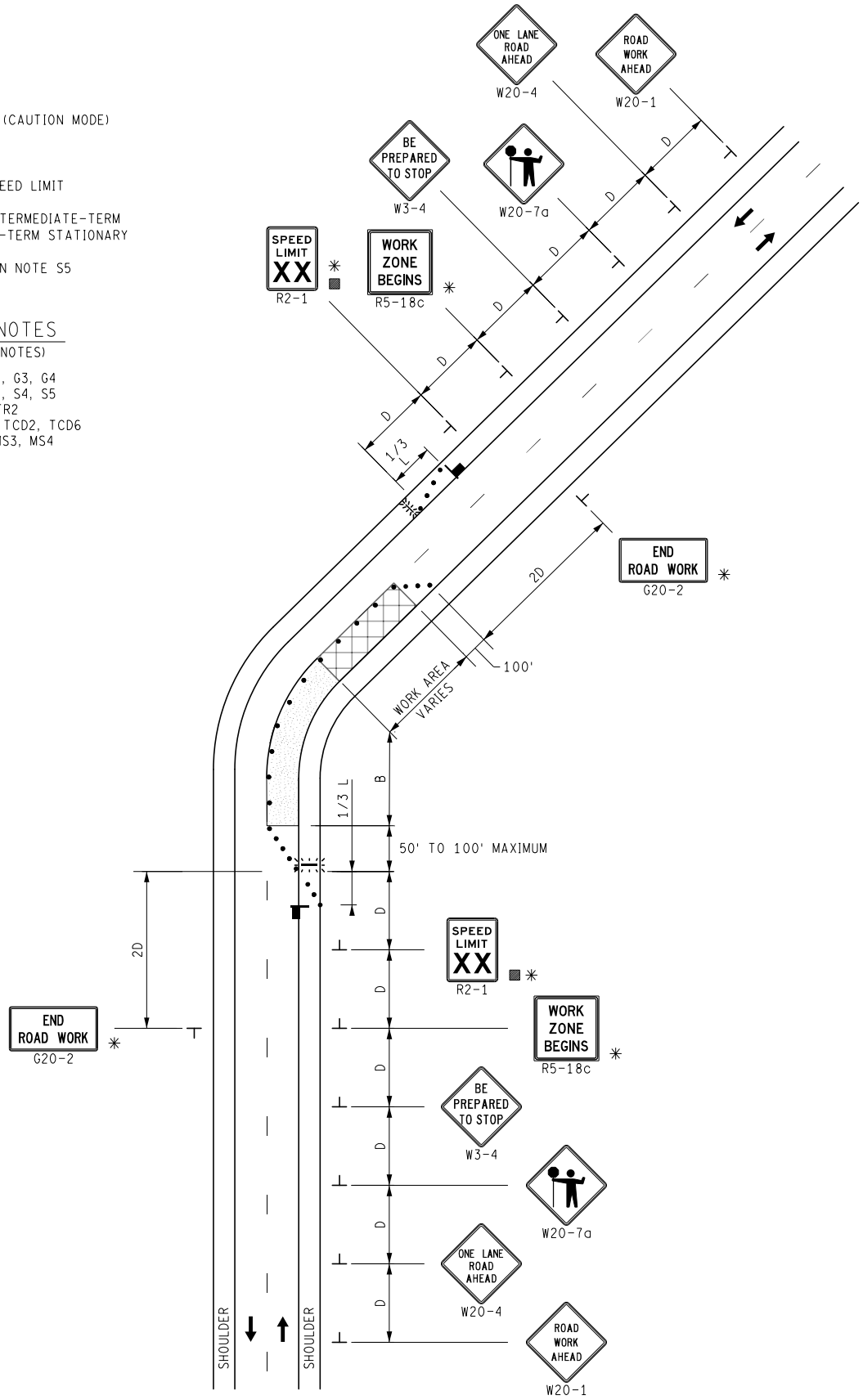
KEY

- TRAFFIC REGULATOR
- CHANNELIZING DEVICES
- LIGHTED ARROW PANEL (CAUTION MODE)
- TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT
- ✳ ONLY REQUIRED FOR INTERMEDIATE-TERM STATIONARY AND LONG-TERM STATIONARY
- □ PLACE AS INDICATED IN NOTE S5

STANDARD NOTES

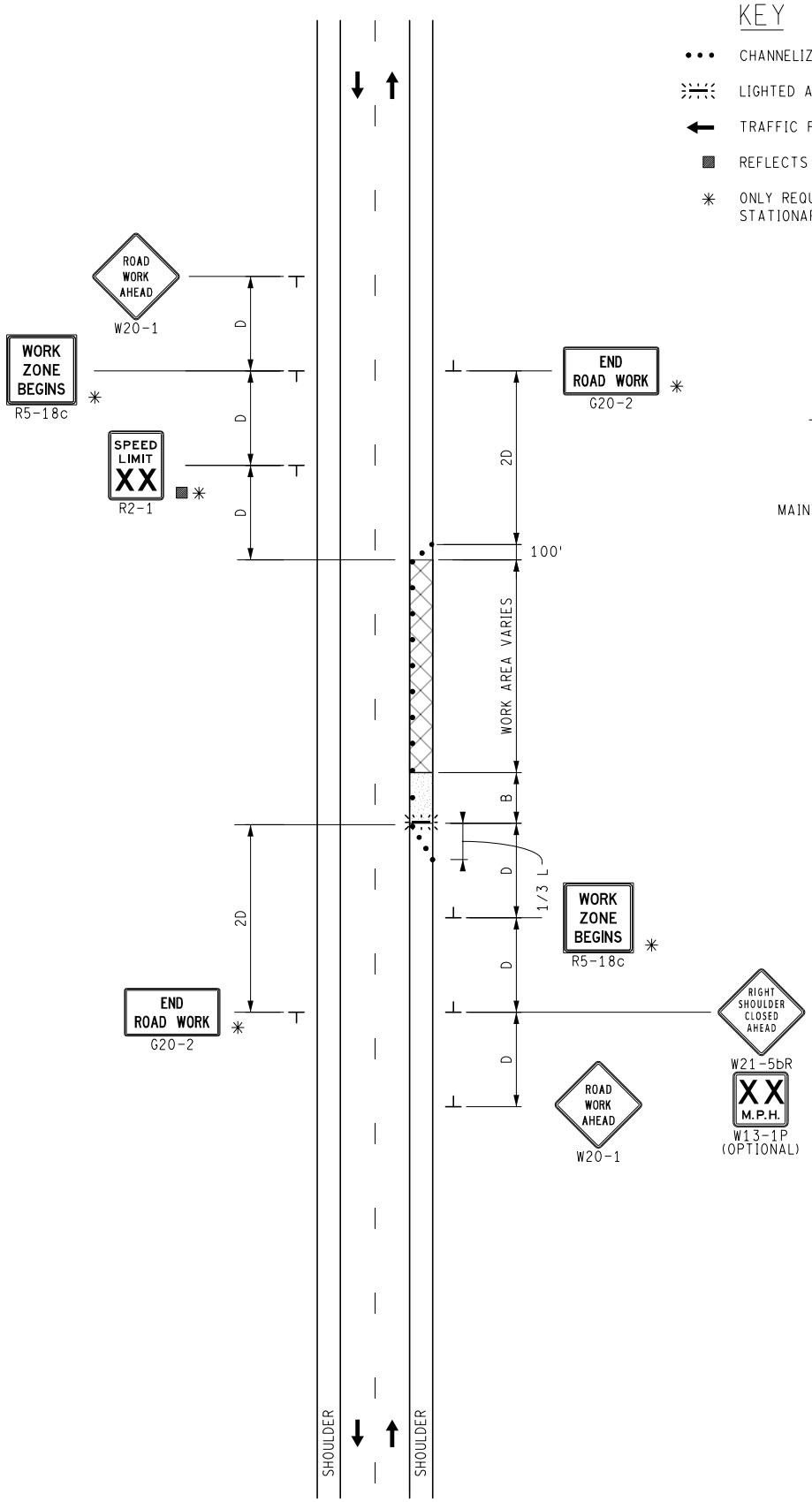
(SEE 102-GEN-NOTES)

GENERAL: G1, G2, G3, G4
SIGNING: S1, S3, S4, S5
TRAF REG: TR1, TR2
DEVICES: TCD1, TCD2, TCD6
MAINT & SURV: MS2, MS3, MS4



NOT TO SCALE

MDOT Michigan Department of Transportation	MAINTENANCE MAINTAINING TRAFFIC TYPICAL	DURATION: LONG-TERM STATIONARY INTERMEDIATE-TERM STATIONARY SHORT-TERM STATIONARY	LANE CLOSURE FOR A TWO-LANE, TWO-WAY ROADWAY UTILIZING TRAFFIC REGULATORS NO SPEED REDUCTION	DATE: MAY 2021 NO: 4110A-M-TR-NFW-2L SHEET: 1 OF 1
FILE: 4110A-M-TR-NFW-2L.dgn				



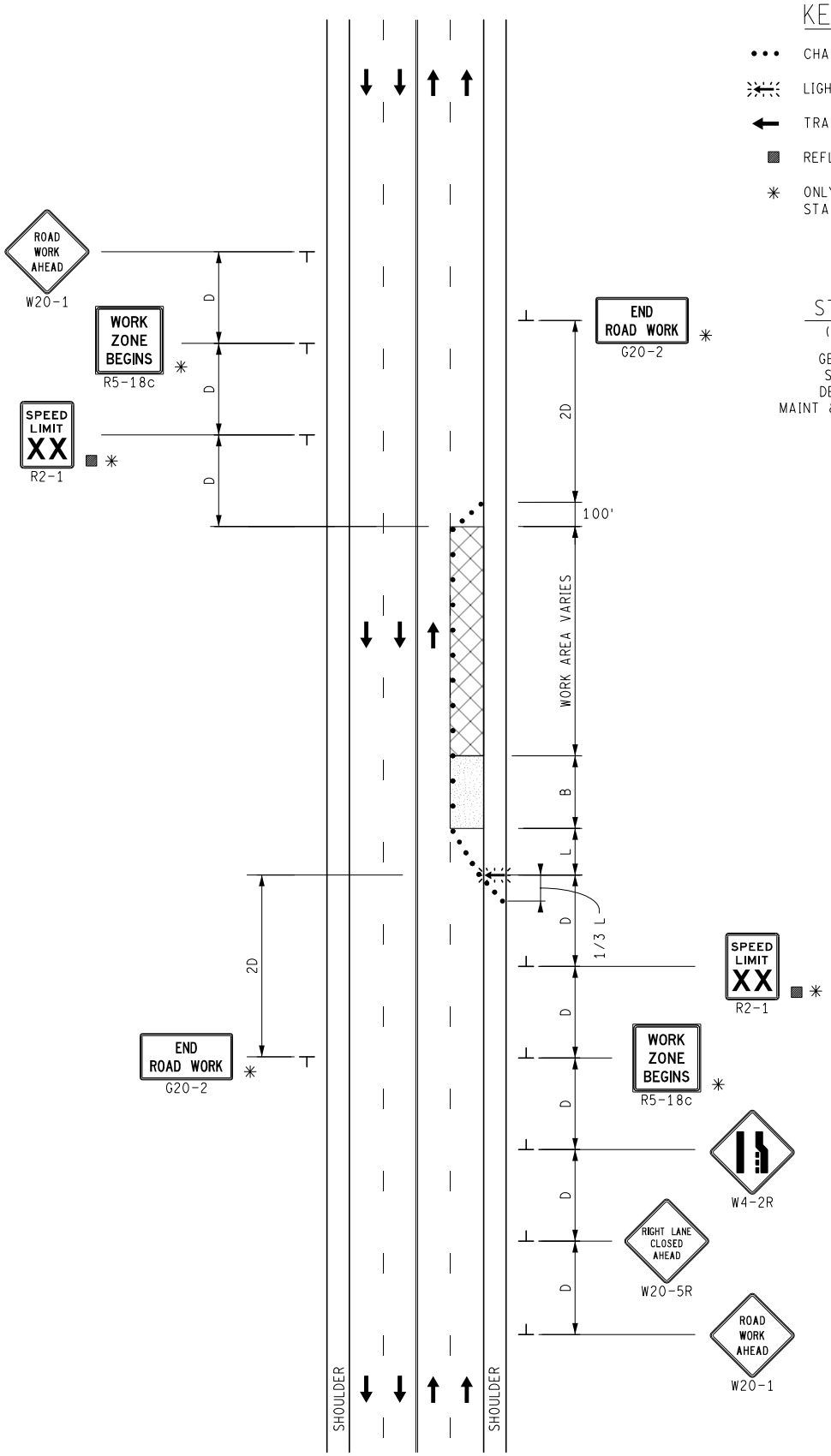
STANDARD NOTES

(SEE 102-GEN-NOTES)

GENERAL: G1, G2, G3, G4
SIGNING: S1, S3
DEVICES: TCD1, TCD2, TCD6
MAINT & SURV: MS2, MS3, MS4

NOT TO SCALE

MDOT Michigan Department of Transportation	MAINTENANCE MAINTAINING TRAFFIC TYPICAL	DURATION: SHORT-TERM STATIONARY, SHORT DURATION LONG-TERM STATIONARY INTERMEDIATE-TERM STATIONARY	**SHOULDER CLOSURE ON A TWO-LANE, TWO-WAY ROADWAY**	DATE: MAY 2021 NO: 4122-M-NFW-SHL SHEET: 1 OF 1
FILE: 4122-M-NFW-SHL.dgn				



STANDARD NOTES

(SEE 102-GEN-NOTES)

GENERAL: G1, G2, G3, G4
SIGNING: S1, S3
DEVICES: TCD1, TCD2, TCD6
MAINT & SURV MS2, MS3, MS4

NOT TO SCALE

MDOT Michigan Department of Transportation	MAINTENANCE MAINTAINING TRAFFIC TYPICAL	DURATION: LONG-TERM STATIONARY INTERMEDIATE-TERM STATIONARY SHORT-TERM STATIONARY	RIGHT LANE CLOSURE ON AN UNDIVIDED MULTI-LANE ROADWAY, NO SPEED REDUCTION	DATE: MAY 2021
FILE: 4123A-M-NFW-1LC-(R).dgn				NO: 4123A-M-NFW-1LC-(R)
				SHEET: 1 OF 1

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CONSTRUCTION MANAGEMENT

COS:DCB 1 of 2 APPR:JJG:LFS:04-19-23
FHWA:APPR:04-28-23

a. Description. This work consists of complying with the Department's construction management processes. The Department will manage this contract using the AASHTOWare Project Construction Materials (APCM) software. Ensure all change orders are approved using APCM. No paper documents, faxes, or other methods/media are permitted for change order approvals except as allowed by this special provision or specifically approved by the Engineer.

b. Terminology. Replace the following terms in all of the contract:

- Inspector's Daily Report (IDR) replaced with Daily Work Report (DWR)
- Contract Modification replaced with Change Order
- Construction Pay Estimate Report replaced with Pay Estimate for Contractor
- Contractor's Performance Evaluation replaced with Contractor Evaluation
- Site Times replaced with Contract Times

The new terms have the same definition as the term being replaced.

c. Contractor Access to APCM. APCM access is available at no cost to all contractors associated with the project. APCM user accounts and access is granted using the State of Michigan Identity, Credential and Access Management solution, MILogin. MILogin is a web based access portal at the following website:

https://milogintp.michigan.gov

Use MILogin to submit all APCM access requests.

d. Roles and Contract Authority. Roles restrict what data each user can view and the actions they can perform in the system. Roles will be assigned at user creation through the MILogin access request process. Read only and change order approver roles are available to the Contractor. The change order approval role requires written authorization from an authorized officer of the company.

Contract authority grants the user the ability to use one of the user's roles on a specific contract. Contract authority will be granted by the Engineer at the request of the Contractor. Provide the Engineer with a list of users and the user role for this contract at the time of the preconstruction meeting.

Notify the Engineer within 24 hours of any user access changes for this contract.

e. Training. Additional documentation and training for APCM processes, details of scheduled classes and methods for requesting training are available by emailing the MDOT

AASHTOWare Help Desk at MDOT-ConstructionSoftware@michigan.gov between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

f. Technical Issue Resolution. Upon discovery of an APCM access issue the Contractor must immediately notify the Engineer and submit a notice to the e-mail resource at:

MDOT-ConstructionSoftware@michigan.gov.

g. Change Order Approvals. Ensure electronic review/approval of change orders are accomplished through APCM approval decisions and automated e-mail notifications. An approval decision is the system recorded decision entered by the user. When a change order is ready for approval, the user with authority to approve is notified by e-mail. Submit the approval decision by accessing APCM, reviewing the change order, and recording the approval decision within the system.

h. Data/File Retention. The electronic data and files stored within APCM are part of the official project documentation and will be retained per the current documentation retention schedule.

i. Measurement and Payment. The work included in this special provision will not be paid for separately and is considered to be included in other pay items of work in the contract.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
DISSEMINATION OF PUBLIC RELATIONS INFORMATION

CFS:JJG 1 of 1 APPR:LFS:MRB:04-14-21
FHWA:APPR:04-14-21

a. Description. This special provision establishes the requirements for dissemination of any public relations communications and/or products intended for an external audience pertaining to this contract. Dissemination must not be made without prior written approval from the Department's Office of Communications, and then only in accordance with explicit instructions by the Department. This includes the use of the Michigan Department of Transportation (MDOT) logo.

A violation of this provision may be considered a default of contract and the Department may exercise its rights in accordance with subsection 108.11 of the Standard Specifications for Construction.

b. Public Relations Information. Examples of communications and/or products may include, but are not limited to: brochures, flyers, invitations, programs, postings on social media sites or web sites, new or updated video, digital versatile disk (DVD) productions, or video sharing productions, exhibits, presentations, or any other printed materials intended for an external audience.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

CFS:LLR 1 of 2 APPR:JJG:LFS:05-23-23
FHWA:APPR:06-15-23

Delete subsection 102.19, on page 1-31 of the Standard Specifications for Construction, in its entirety and replace with the following:

102.19. Contract Non-Compliance

The Engineer will issue non-compliance notices (form 1165) to the Contractor when contract requirements have not been met. Non-compliance notices may be issued at any time during the course of the contract. Notices of non-compliance may include, but are not limited to, the following criteria.

A. Jobsite Safety

B. Prevailing Wage

C. Subcontract

D. Prompt Payment

E. Disadvantaged Business Enterprise

F. Soil Erosion and Sedimentation Control

G. Plans and Specifications

H. Prosecution and Progress

I. Submittals (material testing, certifications, shop drawings, etc.)

J. Work Zone Safety and Mobility

Non-compliance notices may be used as a basis for modifying the prequalification ratings of the Contractor and any tier subcontractor. Any action to modify the Contractor's prequalification ratings will be taken in accordance with the duly promulgated administrative rules for prequalification.

If a Contractor and or any tier subcontractor fails to honor a request by the Engineer to submit a performance improvement plan or to meet to discuss the plan, or if a Contractor or subcontractor at any tier fails to carry out an approved performance improvement plan, that failure may be used as a basis for modifying the prequalification ratings of the Contractor or subcontractor at any tier as applicable. Any action to modify the

Contractor’s prequalification ratings will be taken in accordance with the duly promulgated administrative rules for prequalification.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SUBLETTING CONTRACT WORK TO DISADVANTAGED BUSINESS ENTERPRISES

CSD:LFS 1 of 2 APPR:KMF:LST:11-09-23
FHWA:APPR:11-13-23

Replace subsection 102.17 on page 1-30, of the Standard Specifications for Construction, in its entirety and replace with the following:

102.17. Subletting Contract Work to Disadvantaged Business Enterprises (DBEs)

The DBE participation goal specified in the notice of advertisement must be made available to certified DBEs. Compliance with the designated DBE participation goal must be met by using DBEs to perform commercially useful functions as required by 49 CFR 26.55.

A. **Pre-Award.** All Bidders must provide the overall DBE percentage they have attained at time of bid within the DBE goal tab of the bid file on all projects with a DBE goal designation. All Bidders must submit MDOT Forms 2653 *Contractor Good Faith Efforts* and 2653D *Commitment Confirmation for DBE Subcontractors* within 5 calendar days of the bid letting. These forms must be submitted whether or not the Bidders have been able to meet the DBE participation goal. Submit these forms by e-mail to MDOT-DBESheets@Michigan.gov.

A Bidder who fails to meet the submittal requirements for DBE participation will be deemed ineligible for award of the contract. If a Bidder fails to achieve the DBE participation goal set for a contract, the Department will evaluate the efforts of all Bidders to determine eligibility for award.

B. **Post Award.** If the Contractor determines during construction that the approved the DBE participation goal will not be met, the Contractor must submit updated MDOT Forms 2653 and 2653D to MDOT-GFE@michigan.gov within 7 calendar days in accordance with current Department DBE Program Procedures.

Prime Contractors may not terminate for convenience an approved DBE working on a federally assisted contract and then perform the work of the terminated DBE.

The Contractor must notify the Department immediately of a DBE's inability to perform any of its work and the Contractor's intent to obtain a substitute DBE by filling out MDOT Form 0196 (DBE Removal/Substitution Request).

C. **Reconsideration.** Bidders whose Good Faith Efforts (GFE) have been found insufficient may have their GFE reconsidered in accordance with current Department DBE Program Procedures.

The Department reserves the right to modify any requirement or shorten any time period when the need to place the project under contract is such that the public interest warrants such action and would be impaired by further delay. If the Department waives any of these requirements, except the length of a time period, it will ensure that no Bidder is given a material competitive advantage by these actions.

D. **Reports.** The Contractor is required to submit payments to subcontractors and all DBEs on the project in the MDOT 2124A Employment Reporting System (MERS) to the Engineer in accordance with the contract.

E. **Penalties.** Failure to fulfill the DBE subcontracting requirement may be considered a breach of contract and may result in the Department's exercising the rights and remedies available in accordance with the provisions of the contract. Remedies may also include suspension, reduction, or removal of the Contractor's prequalification as stated in the Administrative Rules Governing the Prequalification of Construction Contractors.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CONSTRUCTION DOCUMENT MANAGEMENT

COS:RJC 1 of 3 APPR:JJG:LFS:01-19-23
FHWA:APPR:01-19-23

a. Description. This work consists of meeting MDOT's construction document management (CDM) system requirements. Submit all project documentation for this contract in electronic format and place it in MDOT's CDM system, unless otherwise noted in this special provision. No paper documents, in printed format (faxes, letters, etc.) are permitted except as allowed by this special provision or specifically approved by the Engineer. The Contractor is responsible for keeping all information in the CDM system up to date throughout the execution of the contract.

b. Digitally Encrypted Electronic Signatures. All documents that require Contractor or subcontractor signatures or signed authorizations by the Contractor or subcontractor must be signed using an MDOT issued digitally encrypted electronic signature. The MDOT approved digital signature tool is the OneSpan Sign ID Verification & Acceptance Electronic signature Solution (OneSpan), and OneSpan Sign Mobile Applications. Digital signature software is provided by MDOT for use only on MDOT projects at no cost to the Contractor. Instructions on how to use MDOT's digitally encrypted electronic signature can be obtained at the following website. The website also provides support for users.

www.michigan.gov/MDOT-esign

Scanned signatures, cursive fonts or other non-conforming signatures are not permitted in lieu of digitally encrypted electronic signatures.

The OneSpan signature appliance creates a digital envelope that is distributable for signature by email. OneSpan workflow does not allow changes to be made to the original document after the first signature is placed and uploaded to the document host location. It is the responsibility of the Contractor to provide all individual signatory names and email addresses at the preconstruction meeting to expedite document processing and payment.

Failure to submit documents utilizing OneSpan will result in the documents being rejected by the Engineer and returned to the Contractor. No payment will be made for any affected work items until all required documents are received with validated digitally encrypted signatures.

c. Contractor Access to MDOT's Construction Document Management System (ProjectWise). The Contractor must use MDOT's current CDM system (ProjectWise). ProjectWise access and software is available at no cost to all contractors, suppliers and other vendors associated with the project. User account setup, installation details, and access to ProjectWise may be requested by sending an e-mail request to:

MDOT-ProjectWiseConst@michigan.gov

d. Contractor Authorized Requestors. Designate two authorized requestors at the

preconstruction meeting. The authorized requestors are:

1. The only individuals that can request the Engineer to provide or withdraw ProjectWise access for this contract.

2. Responsible to designate contract roles in ProjectWise (submitter or read only).

3. Responsible for promptly notifying the Engineer of any ProjectWise user access changes for this contract.

e. Training. Additional documentation and training for CDM system processes, details of scheduled classes, and methods for requesting training are available at the following website:

https://mdotjboss.state.mi.us/SpecProv/projectwisesupport.htm

f. Technical Issue Resolution. Upon discovery of a ProjectWise access issue immediately notify the Engineer with a copy sent to the following e-mail resource:

MDOT-ProjectWiseConst@michigan.gov.

g. Document Format and Naming Standards. The Engineer may reject documents that are deemed to be unsuitable. This includes documents submitted that are named incorrectly, illegible, unreadable, locked, etc. Re-submit any corrected documents via ProjectWise. Failure to address rejected documents may delay progress payments.

Use the document naming conventions as documented by the Department and maintained on the Department's website:

https://www.michigan.gov/mdot/-/media/Project/Websites/MDOT/Business/Construction/Standard-Specifications-Construction/CFS-Reference/Contractor_Standard_Naming_Conventions_for_Document_Submittals.pdf?rev=424a3c749de244b9a6470397d71da3b4&hash=CA381F5631F2FE20E7CC65BD1F2BC6FB

h. Document Workflows. Electronic review/approval of documents will be accomplished through ProjectWise workflows and e-mail notifications. A workflow is an ordered group of milestones, or states, through which a document passes on its way to completion.

Documents placed in the ProjectWise Contractor In-Box folders will initially have a state of "Pending." Once the Contractor has finalized the document, change the state from "Pending" to "Submitted."

Complete the following actions:

1. Upload all documents into the corresponding Contractor In-Box folder.

   A. Ensure all documents are named correctly per the document naming conventions.

2. Select the “Change State” option and then select “Next” to submit the document.

3. When the email message appears please send to the Engineer, or their approved representative, providing notification that there are new documents submitted.

The Engineer will review all documents added to these folders and move them to the appropriate document folder for further review, processing, or records storage.

Furnish paper bills of lading/delivery tickets to the Engineer on the jobsite for any material that is paid based on weight or shipping volume, unless utilizing a Department approved e-ticketing process. Scanning of other manifests, seed tickets, or delivery confirmations will be as directed by the Engineer.

i. File/Document Retention. The electronic files stored in ProjectWise are the official project documentation and will be retained per the Department’s document retention schedule.

j. Measurement and Payment. The work included in this special provision will not be paid for separately and is considered to be included in other items of work in the contract.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
PREVAILING WAGE AND LABOR COMPLIANCE SYSTEM

COS:AS 1 of 2 APPR:RJC:MRB:03-24-20
FHWA:APPR:03-30-20

a. Description. This work consists of the required use of a prevailing wage and labor compliance (PWLC) system for all prevailing wage documentation as directed by the Engineer. Input all required certified payroll documentation into the PWLC system (LCPtracker) and update this documentation throughout the execution of the contract. Certified payroll information is to be submitted in the PWLC system per the time requirements in the 20SP-107D - Labor Compliance.

b. Contractor Responsibility. Coordinate all electronic document submittals including documentation supplied by other companies (e.g. subcontractors, suppliers, fabricators, etc.) as detailed in this special provision. All companies will directly submit their certified payroll information into the PWLC system.

c. General Requirements. Submit all certified payroll information as required in this special provision and the 20SP-107D - Labor Compliance. Provide employee zip codes as part of the certified payroll submission. This information will be redacted from any certified payroll reports to protect worker anonymity. Zip code information will be anonymized and used for federal, state, and legislative prevailing wage and labor reporting.

All data entry will be submitted through the following program and website:

Program: LCPtracker
Login Website: http://www.lcptracker.net
General Information website: www.lcptracker.com

A tutorial for this system can be found though the website provided.

d. Condition of Payment. Post all documents electronically into the PWLC system. Electronic posting and submittal of documents is a condition of payment for this contract. Documents submitted in any other manner, unless required otherwise in this special provision or directed by the Engineer, will not be accepted and will delay payment.

e. Digitally Encrypted Electronic Signatures. Ensure all documents that require signature authorizations are signed using a digitally encrypted electronic signature. Further information regarding how to obtain a digital signature can be found at the following website:

www.michigan.gov/mdot-esign

f. Contractor Preparation for Tracking Software:

1. Information about LCPtracker is available to the Contractor and other project companies (e.g. subcontractors, suppliers, etc.) at the following website:

www.lcptracker.com.

2. Access to the PWLC system is provided at no cost to the Contractor. The project office will setup the project in LCPtracker and assign the Contractor. The Contractor will setup other project companies to submit certified payrolls and prevailing wage/labor compliance documents. Once setup in the system the Contractor and other project companies may access the software at the following website:

www.lcptracker.net

3. Use Internet Explorer to access the PWLC system. The Department has tested and will support Internet Explorer versions 8, 9, 10 and 11.

g. Document Format. The Engineer reserves the right to electronically reject documents that are deemed to be unsuitable. This may include documents submitted that are illegible or unreadable or contain inappropriate information. The submitting company must re-submit the corrected documents into the PWLC system. Failure to do so will be considered noncompliance and may delay progress payments.

h. Training. LCPtracker offers biweekly contractor training sessions, user support manuals, quick start guides, e-Training videos, and a software support staff available Monday thru Friday 8 a.m. to 8 p.m. EST accessible through the online interface.

i. File/Document Retention. The electronic files submitted in the PWLC system are the official contract documents and must follow all Department document retention schedules.

j. Technical Issue Resolution. Upon discovery of an LCPtracker issue immediately notify the Engineer with a copy sent to the following e-mail resource:

MDOT-LCPtracker@Michigan.gov

k. Measurement and Payment. The work included in this special provision will not be paid for separately and is considered to be included in other items of work in the contract.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SOURCE OF STEEL AND IRON (BUY AMERICA)

CFS:JJG 1 of 2 APPR:LLR:KAS:10-19-23
FHWA:APPR:10-20-23

Delete subsection 105.10, on page 1-60 of the Standard Specifications for Construction, in its entirety and replace with the following:

105.10. Source of Steel and Iron. Provide steel and iron materials and products for permanent incorporation into the work that are produced only in the United States per Title 23 of the CFR Section 635.410, Buy America Requirements.

All steel and iron products and manufacturing processes of the steel and iron material in a product, including but not limited to the following steps; smelting, melting, rolling, extruding, machining, bending, grinding, drilling, welding, galvanizing, and coating, must occur within the United States. Provide manufacturer and/or fabricator certifications that all steel and iron products and manufacturing processes of the steel and iron material are compliant with Buy America requirements unless noted otherwise in this special provision.

Examples of products that are subject to Buy America coverage include, but are not limited to, the following:

A. Steel or iron products used in pavements, bridges, tunnels, or other structures, which include, but are not limited to, the following: fabricated structural steel, hot or cold rolled structural steel shapes, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, pre-stressing/post-tensioning wire, motor/machinery brakes and other equipment for moveable structures.

B. Guardrail, guardrail posts, end sections, terminals, cable guardrail.

C. Steel fencing material, fence posts.

D. Steel or iron pipe, conduit, grates, manhole covers, risers.

E. Mast arms, poles, standards, trusses, supporting structural members for signs, luminaires, or traffic control systems.

F. Steel or iron components of precast concrete products, such as reinforcing steel, wire mesh and pre-stressing or post-tensioning strands or cables.

G. Left-in-place structural steel formwork, falsework, and earth retaining system elements.

Manufactured products that are predominantly steel and/or iron must comply with this

special provision.

Predominately iron and/or steel means the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, sheet, etc.), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Provide step certification for all steel and iron related pay items, materials, products, and components as specified on the Department website. The Department will maintain a list of these pay items, materials, products, and/or components on the following website.

https://www.michigan.gov/mdot/-/media/Project/Websites/MDOT/Business/Construction/Standard-Specifications-Construction/CFS-Reference/BuyAmericaStepCertPayItems.pdf

Step certification is defined as the certification by the respective manufacturer or fabricator for their specific process (step) that the product, material, or component was fabricated, manufactured, and/or processed in the United States. The step certification documentation for these pre-defined pay items, materials, products, and/or components is to be submitted to the Engineer in a package covering each step prior to delivery or concurrent with material delivery on-site. Approved certification is required prior to incorporation of the materials into the project.

The above requirements do not preclude a minimal use of foreign steel and iron, provided the total invoice cost of foreign steel and iron permanently incorporated into the project does not exceed 0.1 percent of the total contract amount or $2,500 whichever is greater. The Department defines the total invoice cost as the total value of the foreign steel and iron materials delivered to the project. The Department defines the total contract amount to be the original contract amount at time of award plus any cost increases during construction with the exception of incentive payments.

MDOT/Consultant fabrication facility inspectors are not responsible for approving the incorporation of foreign steel/iron prior to fabrication. It is the responsibility of the fabricator to notify and coordinate with the Contractor for all potential inclusion of foreign steel/iron in fabricated products.

For each item subject to meeting Buy America requirements, that doesn't fully meet Buy America requirements, the following documentation must be provided by the Contractor to verify the foreign steel value. This documentation is to be placed in the project files to ensure that the threshold is not exceeded:

- Pay Item,
- Description of associated foreign steel/iron material, product, or component,
- Cost of associated foreign steel/iron material, product, or component, and
- Cumulative list of all non-compliant Buy America items with the total dollar amount.

The minimal use of foreign steel/iron under the minimal usage amount will be approved by the Engineer. The use of foreign steel/iron under the minimal usage amount does not need to be approved by the FHWA. This amount is not considered a waiver to the Buy America requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SOURCE OF CONSTRUCTION MATERIALS

CFS:JJG 1 of 2 APPR:LLR:KAS:10-19-23
FHWA:APPR:10-26-23

Add Subsection 105.11 after subsection 105.10, on page 1-60 of the Standard Specifications for Construction:

105.11. Source of Construction Materials. Provide construction materials for permanent incorporation into the work that are produced in the United States.

The manufacturing processes for each construction material are described as follows and must occur within the United States.

Construction materials include an article, material, or supply that is or consists primarily of the following:

A. Non-ferrous metals; all manufacturing processes means melting through final shaping, coating, and assembly;

B. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form;

C. Glass (including optic glass); all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting;

D. Lumber; all manufacturing processes, from initial debarking through treatment and planing; or

E. Drywall; all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels.

F. Fiber Optic Cable (including drop cable); all manufacturing processes, from the ribboning (if applicable), through buffering, fiber stranding and jacketing. All manufacturing processes also include the standards for glass and optical fiber, but not for nonferrous metals, plastic and polymer-based products, or any others;

G. Optical Fiber; all manufacturing processes, from the initial preform fabrication stage through the completion of the draw;

H. Engineered Wood; all manufacturing processes, from initial debarking through pressing, trimming, and sanding of glued sheets or boards;

Items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed (including steel/iron) through a manufacturing process are treated as manufactured products, rather than as construction materials.

Manufactured products that are predominantly steel and/or iron must comply with 20SP-105A - Source of Steel and Iron (Buy America) and are not subject to this special provision. All other manufactured products are exempt from this special provision.

Predominately iron and/or steel means the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, sheet, etc.), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

The following items do not fall under the Construction Material category of Materials; cement and cementitious materials; asphalt cements; aggregates such as stone, sand, or gravel; and aggregate binding agents or additives. These Materials are not subject to this special provision.

Provide documented certification that the applicable construction materials are produced and/or manufactured in the United States per this special provision, meaning all manufacturing processes as noted above occurred in the United States.

The above requirements do not preclude a minimal use of foreign construction materials provided the total invoice cost of foreign construction materials permanently incorporated into the project does not exceed the lesser of $1,000,000 or 5.0 percent of the total applicable costs. The Department defines the total applicable costs as the cost of materials (including the cost of any manufactured products) used in the project that are subject to a domestic preference requirement.

The minimal use of foreign construction materials under the minimal usage amount will be approved by the Engineer. The use of foreign construction materials under the minimal usage amount does not need to be approved by the FHWA. This amount is not considered a waiver to the Build America Buy America requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
E-VERIFY

CSD:LFS 1 of 1 APPR:JJG:RJC:10-19-23
FHWA:APPR:10-31-23

a. Description. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of that employee to work in the United States. There is no charge to employers to use E-Verify. The E-Verify system is operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration. E-Verify is available in Spanish.

The State of Michigan is requiring all Contractors, and Subcontractors, to verify that new employees are legally present and authorized to work in the United States, using the E-Verify System.

Information on registration for and use of the E-Verify program can be obtained via the Internet at the DHS Web site: http://www.dhs.gov/E-Verify.

It is the responsibility of the Contractor to include this specification in all tiers of subcontracts.

The required use of the E-Verify system will not be paid for separately as part of the contract but is considered included in the costs for other pay items in the contract.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
LABOR COMPLIANCE

COS:CR 1 of 3 APPR:KK:LLR:01-23-24
FHWA:APPR:01-25-24

a. Description. Ensure all levels of contracting (prime, sub, sub-sub, etc.) comply with all labor compliance requirements in this contract. The Contractor is responsible for subcontractors and lower tier subcontractor labor compliance. Job site poster requirements apply to state and federally funded projects. All Contractors must insert this special provision in each subcontract and further require its inclusion in lower tier subcontracts.

b. Requirements.

1. Jobsite Posters. All jobsite posters and employment notices required by State and Federal regulations and the contract are to be posted on the jobsite in a conspicuous area prior to the commencement of work. Ensure jobsite postings are accessible at all times.

2. Prevailing Wage Law.

A. Federal Prevailing Wage Projects. The Davis-Bacon Related Acts apply to all Contractors, and subcontractors (all tiers) performing work on federally funded or assisted construction contracts where the total construction contract price is in excess of $2,000. Contractors and subcontractors are required to comply with *29 Code of Federal Regulations Parts 1, 3*, and 5 and the revisions within the *2023 Final Rule: "Updating the Davis-Bacon and Related Acts Regulations"*.

B. State Prevailing Wage Projects. Michigan Prevailing Wage, P.A. 10 of 2023 applies to all contractors, and subcontractors (all tiers) performing work on contracts which are sponsored or financed in whole by the State of Michigan. On contracts involving two or more job numbers where the type of funding is mixed, and where one source of funding is federal, the Department inserts only the wage rates issued by the U.S. Department of Labor in the proposal and the federal requirements apply.

The Contractor must advise subcontractors of the requirement to pay the prevailing wage rates prior to commencement of work and that all employees must cooperate during wage rate interviews.

3. Certified Payroll Submittal Requirements. Contractors (all tiers) must submit their certified payrolls and any wage related documentation to the prime Contractor in accordance with the Special Provision for Prevailing Wage and Labor Compliance System 20SP-104D. Submitted payrolls must accurately and completely include all information required by the prevailing wage and labor compliance (PWLC) system. The first certified payroll is to be received by the Engineer within 3 weeks from the week ending in which work is performed. The 3 week period is to allow for the processing and review of the certified payrolls by the prime Contractor. Payroll submitted via the PWLC system must be entered into the system,

certified, and approved by the prime Contractor to be considered received by the Department.

Labor compliance issues must be resolved within 60 calendar days of receiving the Departments first documented notice. The 60-day requirement may be extended based on documented mutual agreement between the Department and the Contractor.

A. Fringe Benefit Statements. Contractors making payments or incurring cost to provide bona fide benefits must submit an hourly breakdown of fringe benefits paid each worker, or work classification where applicable, that must accompany the first certified payroll where fringe benefits are credited towards the prevailing wage. The Contractor must update these documents as necessary to ensure they are current throughout the working life of the contract. Failure to submit or maintain the required fringe benefit statement will constitute a payroll deficiency.

B. Delinquent Payroll. Certified payrolls not submitted per subsection b.3 of this special provision will be considered delinquent.

C. Deficient Payroll. Certified payrolls that are found to be incomplete, inaccurate, or inconsistent with other project records are considered deficient.

D. Non-compliance Damages. A Contractor found to be in non-compliance with the requirements of this special provision will be assessed non-compliance damages listed in Table 1, proportional to the value of their work on the contract (including subcontract, purchase order (P.O.) or invoice amount).

Table 1: Schedule of Non-Compliance Damages

Contract/Subcontract/P.O./Invoice Amount (a)	Non-compliance damages per calendar day
$0 to 49,999	$200
50,000 to 99,999	400
100,000 to 499,999	600
500,000 to 999,999	900
1,000,000 to 1,999,999	1,300
2,000,000 to 4,999,999	1,550
5,000,000 to 9,999,999	2,650
10,000,000 and above	3,000
Trucker	$200
a. “Contract” amount if offending contractor is the prime contractor. “Subcontract/P.O./Invoice” amount if offending contractor is a subcontractor/vendor.	

4. Record Keeping. Maintain payrolls and basic records relating thereto (i.e. employee names, social security numbers, last known address, telephone numbers, email addresses, occupation and hours worked for each worker; W2s, canceled checks, bank statements, etc.) by all levels of contractors during the course of work and retain for a 3-year period from the date of final estimate for all employees working on the site of work. Make these records available for inspection, copying, or transcription by the Department or its representative.

5. Short Duration Projects. The following modifications apply if the project is less than 75 calendar days in duration.

A. Submittal Requirements. On short duration projects the first certified payroll is to be received by the Engineer within 2 weeks from the week ending in which work is performed. The 2-week period is to allow for the processing and review of the certified payrolls by the Contractor. The 2-week period allows the first estimate to be paid assuming the Contractor will submit certified payrolls in a timely manner. Ensure subsequent certified payroll submissions are made weekly. Payroll submissions failing to meet the above requirements will be considered delinquent.

Labor compliance issues are to be resolved within 30 days after receiving the Department's first documented notice. The 30-day requirement may be extended based on documented mutual agreement between the Department and the Contractor.

c. Materials. None specified.

d. Construction. None specified.

e. Measurement and Payment. Payment for compliance with this special provision will not be made separately. Payment will be considered as part of all other pay items in the contract.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
EASTERN MASSASAUGA RATTLESNAKE

ENV:JDG 1 of 2 APPR:DWS:MJO:03-18-20
FHWA:APPR:03-18-20

a. Description. Contractors are advised that the project area has a known population of the Eastern Massasauga Rattlesnake or is within its known range. This species is listed as federally threatened under the U. S. Endangered Species Act of 1973 (Act). Taking (killing, harming, or disturbing in any manner) of Eastern Massasauga Rattlesnake without a federal permit from the U.S. Fish and Wildlife Service is prohibited under federal law. The Act provides enforcement authority to the U.S. Fish and Wildlife Service and contains severe penalties for violations. The Contractor is liable to the Department for any penalties imposed for violations to the Act due to the Contractor's failure to comply with this special provision. Fines and penalties range up to $50,000 and 1 year in prison. Violation of any requirement listed below can lead to an immediate work stoppage in Eastern Massasauga Rattlesnake habitat. FHWA is required under federal law to assure MDOT is compliant with these provisions or risk losing federal funding for the project. This special provision addresses education, notification and intentional take requirements of the Contractor and their workers to protect the Eastern Massasauga Rattlesnake as required under the Act.

b. Materials. None specified.

c. Construction. Adhere to the following requirements:

1. Prior to construction, all Contractor staff working onsite must read the attached fact sheet (2 of 2). The purpose of the fact sheet is to provide the Contractor easy identification tips, notification that a venomous snake may be onsite, and raise awareness regarding its protected legal status.

2. Immediately report any possible Eastern Massasauga Rattlesnake sightings to the Engineer.

3. Intentionally 'take' is prohibited.

d. Measurement and Payment. All costs associated with complying with this special provision will not be paid for separately but will be considered to have been included in other pay items in the contract.

Eastern Massasauga Rattlesnake (*Sistrurus catenatus*)

Protected as federally threatened





Photos courtesy of the Michigan Department of Natural Resources and Michigan State University

This species is suspected to occur at or near the work site. Please have staff read the following information.

What Does an Eastern Massasauga Rattlesnake Look Like?

The eastern massasauga rattlesnake is a thick-bodied and short venomous snake. Adults typically measure 18 to 30 inches long. This species is gray to grayish-brown with dark blotches bordered by white down the middle of its back. The head is thick and triangular and has an obvious neck. Like many venomous snakes, the massasauga has vertical slitted pupils like a cat and heat sensing pits below the eyes. A rattle is present on the tail that "buzzes" as a warning signal, although they may strike without rattling. This is the only rattlesnake in Michigan.

Where Does It Live?

These snakes prefer wet areas, such as marshes, wet prairies, wet woods, and along rivers and lakes. They also use adjacent upland during parts of the year, especially in the summer. They hibernate during the winter in crayfish burrows, under logs and tree roots, and in small mammal burrows.

What Should You Do If You See a Massasauga Rattlesnake?

Massasaugas are shy and try to avoid confrontation but that does not mean they won't bite to protect themselves. Never try to handle, chase, provoke, or threaten a snake. When in potential snake habitat, wear thick boots that cover your ankles, long pants, and do not reach into thickets or under logs. If you hear the buzzing of a rattle stay calm and back away from the sound slowly. The snake will leave if you give it space.

If an eastern massasauga rattlesnake is found at a Michigan Department of Transportation (MDOT) project, the construction engineer should be contacted immediately. The construction engineer should then contact the MDOT ecologist at 517-335-2633.

How is the Massasauga Protected Under the Law?

The eastern massasauga rattlesnake is protected under federal law by the Endangered Species Act. This status prohibits harming or harassing the species along with policies to protect the species habitat.

For More Information:

60-Second Snakes: The Eastern Massasauga Rattlesnake
www.youtube.com/watch?v=-PFnXe_e02w

Photos
http://animaldiversity.org/site/accounts/pictures/Sistrurus_catenatus.html

General Information
http://mnfi.anr.msu.edu/emr

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
UTILIZING DISADVANTAGED BUSINESS ENTERPRISE TRUCKING VENDORS

CSD:LFS 1 of 1 APPR:JJG:MRB:11-18-21
FHWA:APPR:11-18-21

After the fifth paragraph of subsection 108.01, Subcontracting of Contract Work, of the Standard Specifications for Construction add the following:

The Contractor must provide a subcontract to the Engineer for each DBE trucking company on the project. The subcontract must be provided in advance of the work or no later than 15 calendar days of the DBE trucking company commencing work on the project.

The use of DBE trucking vendors does not apply to the limitation of subcontracting.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
PROMPT PAYMENT

CFS:JJG 1 of 4 APPR:LFS:DBP:03-27-20
FHWA:APPR:03-30-20

Add the following subsection to section 109, of the Standard Specifications for Construction:

109.08 Prompt Payment.

A. **Definitions.**

Lower-tier subcontract. An agreement between a subcontractor of any tier and any individual or legal entity to perform a part of the subcontract work.

Lower-tier subcontractor. The individual or legal entity that performs part of the subcontract work through a lower-tier subcontract with a subcontractor.

Supplier. The individual or legal entity that agrees to provide materials or services to the prime Contractor, a subcontractor, or a lower-tier subcontractor for the performance of their contract work.

Sworn Statement. A written verification under oath reflecting all persons or entities, which have furnished labor, equipment, services or materials to a subcontractor or lower-tier subcontractor for performance of work on the project. The written verification includes union fringe benefit funds, original contract amount, current amount due, amounts paid to date and balance to finish the work for each person or entity.

Waiver of Lien. A written release and waiver of any claim or right to payment for payments actually received for labor, equipment, services or materials furnished for performance of work on the project.

The sworn statement and waiver of lien documents are used by the prime Contractor and its subcontractors for verifying payments made to lower-tier subcontractors/suppliers and are not to be submitted to the Engineer unless requested as an aid in determining an alleged prompt payment violation. These documents can be found at the following website.

https://mdotjboss.state.mi.us/webforms/WebFormsHome.htm

B. **Progress Payments.** For the first payment, or for a one time payment, the prime Contractor agrees to pay each subcontractor for the work associated with their subcontract no later than 10 calendar days from the date the prime Contractor receives payment from the Department.

For the second and subsequent payments, the prime Contractor agrees to pay each

subcontractor for the work associated with their subcontract no later than 10 calendar days from the date the prime Contractor receives payment from the Department.

The Contractor is required to provide payment information for previous payments made to all first tier subcontractors and all DBE companies (sub-subcontractors, suppliers, truckers, etc.) at any tier before the Engineer will release the third and subsequent estimates. For all subsequent progress pay estimates if 1) the Engineer payment does not include any first tier subcontractors or any DBE company payments at any tier, and 2) the previously submitted payment reporting information remains unchanged, then payment reporting in the system is not required. Reporting is required when the prime Contractor makes payments to any first tier subcontractors and any DBE companies at any tier. The payment information is provided through submittal of the information via the 2124A reporting system (MERS). System information can be found at the following web link.

https://milogin.michigan.gov/eai/login/authenticate?URL=/

The prime Contractor must bring any concerns about the satisfactory completion of subcontractor or lower-tier subcontractor work items, to the Engineer's attention as soon as the concern is discovered. If the work meets the requirements of satisfactory completion and the prime Contractor has been paid for that work, the Engineer must determine whether:

1. The prime Contractor has demonstrated a valid reason for withholding payment from the subcontractor or supplier, or

2. The subcontractor has demonstrated a valid reason for withholding payment from the lower-tier subcontractor or supplier.

If the Engineer determines the reason for withholding payment is valid, the Engineer will process a negative estimate to withdraw the amount involved in the complaint. If payment has not been made for the work related to the complaint, the Engineer will not include those items of work on an estimate until the issue has been resolved.

The prime Contractor remains responsible to make prompt payments on this project to their subcontractors and suppliers except as noted in subsection 109.08.D of this special provision, even if the prime Contractor is in violation of other contractual obligations and the Department is withholding payment from the prime Contractor for those violations.

The prime Contractor must include language in all subcontracts that the Department prohibits prime Contractors from holding retainage from subcontractors. All provisions of this prompt payment subsection apply to all subcontracts, lower-tier subcontracts, and supplier agreements and must be included in each subcontract for the contract, including all lower-tier subcontracts and agreements.

This prompt payment provision is a requirement of 49 CFR 26.29 and does not confer third-party beneficiary rights or other direct rights to a subcontractor against the Department. This provision applies to both DBE and non-DBE subcontractors/suppliers at all tiers.

C. **Satisfactory Completion.** Progress and partial payments for contract work are issued based on the satisfactory completion of work. Satisfactory completion, for purposes of this prompt payment provision, is defined as:

1. Upon preliminary review, the Engineer finds the work completed in accordance with the contract, plans, and specifications; and,

2. Required documentation, including material certifications, payrolls, submission of 2124A, etc., has been received and reviewed and found to be acceptable by the Engineer; and,

3. Required subcontractor sworn statements and waivers of lien have been provided to the prime Contractor. The prime Contractor must provide notice to the Engineer if sworn statements and waivers of lien have not been received for completed work.

The Engineer will determine if the work meets the standards of satisfactory completion.

D. **Less than full payment release.** The Engineer may give written approval to:

1. Delay or postpone payment from the time frames specified herein,

2. Process partial payment from the prime Contractor to a subcontractor or supplier,

3. Process partial payment from a subcontractor to a lower-tier subcontractor or supplier.

The unpaid portion will be held by the Department.

The parties may initiate whatever dispute resolution procedure is specified in their agreement or is available under Michigan law. If dispute resolution or litigation is selected, the actions by both parties must proceed in a timely manner. The result of the dispute resolution proceeding or litigation must be provided to the Engineer promptly upon the conclusion of the proceeding. The Engineer will release the disputed payment being held by the Department in accordance with the outcome of the proceedings.

E. **Non-Payment Claims.** The prime Contractor, subcontractor, lower-tier subcontractor or supplier must notify the alleged offending party in writing of any prompt payment violations within 30 calendar days of the date the payment was to be received. Copies of the notifications must be provided to the Engineer and the prime Contractor (only if the prime Contractor is not the offending party).

The alleged offending party must respond in writing to the claimant within 10 calendar days of receipt of the notification of failure to meet prompt payment provisions. Provide copies of the response to the Engineer, the prime Contractor (only if the prime Contractor is not the offending party), and the Engineer of Construction Field Services. The prime Contractor, subcontractor, or supplier must also provide the required sworn statements and waivers of lien from the affected subcontractor or supplier to the Engineer within 10 days of receipt of the notification. The Department will consider the failure of the alleged offending party to respond to the notification from the claimant as an admission of the prompt pay violation which may result in sanctions.

The Engineer will review the written notice and response and will verify in writing if there is a valid prompt pay violation.

Independent of all procedures and requirements in this special provision the non-payment claimant has the additional option of submitting a lien claim to the MDOT Contract Services Division. MDOT will notify the project surety of the non-payment issue. It is the responsibility

of the surety to ensure that all legitimately due payments are made. The submission of a lien claim will not nullify or affect any other requirements, obligations or procedures in this special provision.

F. **Remedies**. When the Engineer verifies a prompt payment violation, the prime Contractor within 5 days must propose one or a combination of any of the following actions items for review and approval by the Engineer:

1. Issue payment to the subcontractor.

2. Issue payments to a subcontractor in the form of joint checks to the subcontractor and the subcontractor's lower-tier subcontractors and/or suppliers.

3. Issue payment directly to the subcontractor's lower-tier subcontractors or suppliers.

4. Request a negative estimate to withdraw the amount confirmed in the prompt payment violation.

If the prime Contractor fails to submit a timely remedy request or obtain an approved course of action within the 5 day time period, the Engineer will direct a course of action or issue a negative estimate to withdraw the amount confirmed in the prompt payment violation.

If the prime Contractor fails to fulfill the approved or directed course of action the Engineer will impose sanctions until such time as the approved or directed course of action is completed.

Any payments to a subcontractor's lower-tier subcontractor or supplier will be issued in the amounts reflected upon the subcontractor's sworn statements or in amounts independently verified by the Engineer as being due the subcontractor's lower-tier subcontractors and suppliers for work completed. Payments to a lower-tier subcontractor or supplier will be considered payment to the subcontractor directly so that payment for the same work cannot be claimed.

Any other use of joint checks must follow current Department procedures.

G. **Sanctions.** Failure to comply with any of the prompt payment requirements by the prime Contractor, subcontractor, lower-tier subcontractor, or supplier may result in sanctions against the offending party. These sanctions may include, but are not limited to: withholding of estimates on projects where prompt payment violations are confirmed; reduction or removal of prequalification; and/or suspension of bidding privileges.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
TWELVE-INCH LAYER METHOD

CFS:LLR 1 of 1 APPR:DMG:KK:02-16-24
FHWA:APPR:02-20-24

Delete subsection 205.03.H.4.b, on page 2-26 of the Standard Specifications for Construction, in its entirety.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
BACKFILL FOR CONCRETE CURB, GUTTER, AND DIVIDERS

CFS:JJG 1 of 1 APPR:DMG:DBP:02-16-23
FHWA:APPR:02-21-23

Delete subsection 802.04.H, on page 8-7 of the Standard Specifications for Construction, in its entirety and replace with the following:

H. **Backfill.** Unless the contract includes separate pay items for backfill, the unit price for other items of work will include the cost of backfill.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
INDUSTRIAL BY-PRODUCTS AND BENEFICIAL RE-USE

HYD:HLZ 1 of 1 APPR:JJG:JFS:04-02-20
FHWA:APPR:04-03-20

a. Description. For this project, regardless of the application, the use of industrial by-products covered in 2014 PA 178 is prohibited unless the use and application of a particular material is covered elsewhere in the contract.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
AGGREGATE, 46G

CFS:JJG 1 of 1 APPR:SAG:DMG:02-15-22
FHWA:APPR:02-16-22

Delete the last row of Table 902-2 in subsection 902 of the Standard Specifications for Construction in its entirety and replace with the following:

Open-graded aggregates	46G	80	45	___	___	___

MICHIGAN
DEPARTMENT OF TRANSPORTATION

NOTICE TO BIDDERS
FOR
MULTIPLE DAVIS-BACON WAGE DECISIONS

CSD:LFS 1 of 1 APPR:CT:03-24-22

This proposal may contain multiple Davis-Bacon Wage Decisions. In order to clarify the work covered by each decision, the following explanations are offered:

General Decision MIxxxx0001 covers all airport construction, bridge construction, highway construction, and sewer and water main work that are incidental to highway projects. The construction type indicated on this decision is "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)". This wage decision is the most commonly used wage decision in MDOT's federally funded projects.

In accordance with the U.S. Department of Labor's (DOL) all agency memorandums No. 130, No 131 and No. 236, multiple wage decisions will be included in those projects in which a second category of work is substantial in relation to project cost – more than approximately 20 percent or $2,500,000. Sewer and water main work is considered to fall under the heavy construction work classification by the DOL, therefore when that work type is more than 20 percent of the engineer's estimate or $2,500,000, the wage decision with the construction type "HEAVY CONSTRUCTION PROJECTS" will also be included in the proposal and is to be used for the sewer and watermain work in the proposal. All other work performed on the project will be covered by the "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)" wage decision.

Also, when the landscape work is more than 20 percent of the project cost or $2,500,000, the "HEAVY CONSTRUCTION PROJECTS" wage decision will be included in the proposal to cover all landscape work. All other work performed on the project will be covered by the "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)" wage decision. If the project is a total landscape project, only the "HEAVY CONSTRUCTION PROJECTS" wage decision will be in the proposal.

Rest area building projects will include the construction type "BUILDING" wage decision when the building portion of the work is more than 20 percent of the project cost or $2,500,000. The other work performed on the project will be covered by the "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)" wage decision and/or the "HEAVY CONSTRUCTION PROJECTS" wage decision (landscape and/or sewer and water main work) if either or both are greater than 20 percent or $2,500,000.

Although there is only one wage decision for "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)", work (MIxxxx0001), the "HEAVY CONSTRUCTION PROJECTS" and "BUILDING" wage decisions vary from county to county.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

NOTICE TO BIDDERS
FOR
BID RIGGING

CSD:LS 1 of 1 APPR:MAS:02-09-21

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

NOTICE TO BIDDERS
FOR
FRAUD AND ABUSE HOTLINE

CSD:LS 1 of 1 APPR:MAS:02-09-21

The Michigan Department of Transportation (MDOT) has established a Fraud and Abuse Hotline for employees, contractors, consultants, and others to report suspected fraud or abuse, such as: prevailing wage non-compliance, theft, kickbacks, wrongful claims, contract fraud, use of materials that do not comply with specifications, unapproved substitution of materials, commodities, or test samples, or failure to follow contract procedures.

Anyone with knowledge of any activity involving the potential for fraud or abuse is requested to call the Hotline at (toll free) **1-866-460-6368** or **517-241-2256**.

CITY OF BIRMINGHAM

UTILITY COORDINATION

The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in subsection 104.08 of the Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in subsection 107.12 of the Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon subsection 108.08 and 109.05 of the Standard Specifications for Construction.

Description
The following public utilities have facilities located within the right of way:

Electric:
DTE Energy
1970 Orchard Lake Rd.
Sylvan Lake, MI 48320-1743
Contact: James Humason (248)924-4268
james.humason@dteenergy.com

Electric:
DTE Energy – Community Lighting
8001 Haggerty Rd.
Belleville, MI 48111
Contact: Brandon Faron (734) 397-4017
Brandon.faron@dteenergy.com

Cable Television:
WOW Network
950 E. Whitcomb
Madison Heights, MI 48071
Contact: Frank Binaghi (248) 677-9008
FBinaghi@wideopenwest.com

Natural Gas:
Consumers Energy - Groveland Service Center
14500 Dixie Highway
Holly, MI 48442
Contact: Cheri Payne (248) 769-5704
Cheri.payne@cmsenergy.com

Traffic Signals & Lighting:
Road Commission for Oakland County
1200 N. Telegraph, West 49
Pontiac, MI 48341
Contact: Steve Wheeler (248) 858-7250
swheeler@rcoc.org

Telephone:
AT&T
54 N. Mill Street
Pontiac, MI 48342
Contact: Matthew Sliwa (248) 877-0762
ms6913@att.com

Cable Television - Comcast:
25626 Telegraph Road
Southfield, MI 48033
Contact: Mike Marlow (248) 809-2707
Michael_Marlow@comcast.com

Cable Television- AT&T:
AT&T
54 N. Mill Street
Pontiac, MI 48342
Contact: Matthew Sliwa (248) 877-0762
ms6913@att.com

Cable Television:
123 NET
24700 Northwestern Hwy
Southfield, MI 48075
Contact: Amanda Griffith (248) 228-8286
agriffith@123.net

Fiber Conduit
123 Net
24700 Northwestern Hwy., Ste. 700
Southfield, MI 48075
Contact: Amanda Griffith (248) 228-8286
agriffith@123.net

Water Main:
Oakland County Water Resource Comm.
1 Public Works Drive
Waterford, MI 48328
Contact: Steve Korth (248) 858-7598
korths@co.oakland.mi.us

Storm and Sanitary Sewer:
City of Birmingham
151 Martin Street
Birmingham, MI 48012
Contact: Melissa Coatta, P.E. (248) 530-1839
mcoatta@bhamgov.org

On all projects: “Three Working Days before you Dig – Call MISS DIG (800)482-7171” or call 811.

Existing service facilities, which are located within grading limits, will be moved or adjusted by the owners to locations or elevations designated by the Engineer. Owners of public utilities will not be required by the City to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are dangerous to the Contractor’s operations.

The Contractor shall notify and coordinate with the appropriate utility company representative(s) for raising or lowering of existing utility company manhole castings, prior to construction. Said manhole adjustments are as noted on the plans.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION
FOR
ERRATA TO THE 2020 STANDARD SPECIFICATIONS

Page	Subsection	Errata
1-06	101.02	Delete the second abbreviation of the list on this page reading: “IES .....Illuminating Engineering Society
1-06	101.02	Add the abbreviation to the list on this page reading: “IESNA Illuminating Engineering Society of North America
1-07	101.02	Change the first abbreviation of the list on this page to read: MMUTCD.....Michigan Manual on Uniform Traffic Control Devices
1-83	108.05.A.2	In the first paragraph of this subsection change the language “MDOT Form 1130” to read “MDOT Form 1130A”.
1-88	108.08.D	Move the last paragraph of this subsection to the left one indent to align with the first paragraph of the subsection and not with the subsection 108.08.D.3.
2-29	205.03.P.1	Delete the first sentence of this subsection and replace with the following: “Do not dispose of material, temporarily or permanently, beyond the normal plan fill slope across wetlands or floodplains.”
2-30	205.03.P.2	Delete the first sentence of this subsection and replace with the following: “Do not dispose of material, temporarily or permanently, in wetlands or floodplains.”
2-30	205.03.P.3	Delete the second paragraph of this subsection and replace with the following: “Contact the appropriate regulatory agencies to determine whether an area is a regulated wetland or floodplain before disposing of surplus or unsuitable material in areas outside the right-of-way and not shown on the plans as disposal sites.”
2-30	205.03.P.3	Delete the first sentence of the third paragraph of this subsection and replace with the following: “Immediately move to an upland site any surplus or unsuitable material that was disposed of in portions of wetlands or floodplains not shown on the plans as disposal sites, at no additional cost to the Department.”

2-30	205.03.P.4	Delete the first sentence of this subsection and replace with the following: "The Department will notify the applicable regulatory agencies if the Department becomes aware that the Contractor disposed of surplus or unsuitable material in portions of a wetland or floodplain not shown on the plans."
3-31	308.04.D	Change the subsection title from "D. **General**." to read "A. **General**."
4-7	401.03.E	Delete the third sentence of the second paragraph of this subsection and replace with the following: "Use precast or cast-in-place footings for precast end sections as required."
4-8	401.03.E	Delete the first sentence of the fourth paragraph on this page of this subsection and replace with the following: "When discharging stormwater directly to waters of the state, permanently label all end sections or other piped points of stormwater entry with "MDOT" or the local agency's name in a conspicuous location that will remain visible after construction."
4-11	401.04	Change the eighth pay item from the bottom of the list on this page to read as follows: Culv End Sect __ inch, Grate.....Each
4-12	401.04.C.4	Change this subsection to read: "The Engineer will measure Culv End Sect __ inch, Grate by each as shown on the plans for the size of grate required."
4-21	402.03	Add a new subsection to the end of subsection 402.03 on this page reading as follows: "K. **Outfall Labeling.** Label all stormwater outfalls directly discharging to waters of the state in accordance with subsection 401.03.E.
4-39	406.02	Change the third line in the list of materials to read: Coarse Aggregate 6A, 6AA, 17A.....902
4-41	406.03.A.3	Delete the third paragraph of this subsection and replace with the following: "Design joints between adjacent box culvert sections in accordance with Section 9 of ASTM C1577 and to accommodate the joint sealing material in accordance with section 914 as applicable."
4-50	406.03.G.3	Change the first sentence of the first paragraph to read: "Unless otherwise shown on the plans, construct culvert bedding for box culverts by placing a 9-inch-thick layer of 46G aggregate, covered with a 3-inch-thick layer of 34G, 34R aggregate, or approved equal."

4-51	406.03.G.3	Add the following sentence to the end of the second paragraph of this subsection: "The cold applied joint sealer must completely cover the external rubber gasket with the placement limits matching the width of the geotextile blanket."
4-52	406.04.B	In the second paragraph of this subsection delete the first sentence and replace with the following: "The Department will pay separately for cast-in-place concrete, other than for culvert segments, headwalls, wingwalls, aprons, and curtain walls."
5-26	502.02	Delete the first sentence of the subsection and the listed materials in this subsection.
5-26	502.02.A	Add the following to the end of the first sentence in this subsection: "(914.04A)"
5-26	502.02.B	Add the following to the end of the first sentence in this subsection: "(502.02B)"
5-35	503.04	Change the first paragraph to read: "The unit price for **Paver-Placed Surface Seal**, of the type required, includes the cost of preparing the surface, and placing a membrane and paver placed surface seal course for full-width coverage, except that the Department will pay separately for removing pavement markings in accordance with subsection 812.04"
5-46	504.04.A	Change the first paragraph to read: "A. **General**. The unit prices for **Micro-Surface**, regardless of the type required, include cleaning existing pavement, applying a bond coat, stationing, corrective action, and traffic control to complete corrective action."
6-20	602.04	Delete the fifteenth pay item of the list on this page reading: "Shoulder, Reinf Conc.....Square Yard
6-20	602.04	Change the sixteenth thru the eighteenth pay items on this page to read as follows: Shld, Nonreinf Conc.....Square Yard Shld, Nonreinf Conc, High Performance .....Square Yard Shld, Freeway.....Square Yard
6-21	602.04.B.1	Delete this subsection and replace with the following: "**Shld, Nonreinf Conc;** and **Shld, Nonreinf Conc, High Performance.** The Engineer will measure, and the Department will pay for, **Shld, Nonreinf Conc;** and **Shld, Nonreinf Conc, High Performance** by area, based on plan quantities in accordance with subsection 109.01."
6-21	602.04.B.2	Delete this subsection and replace with the following:

"**Shld, Freeway.** The Engineer will measure, and the Department will pay for, **Shld, Freeway** based on plan quantities in accordance with subsection 109.01. If the Contractor uses concrete for the shoulder, the unit price for **Shld, Freeway** includes the cost of the transverse joints in the shoulder and the external longitudinal pavement joints."

6-23	602.04.F	Add the following sentence to the end of the first paragraph of this subsection: Temporary concrete pavement, pavement within 4 feet of an obstruction, pavement areas less than 300 square yards, or pavement less than 3 feet wide will not be cored.
6-23	602.04.F	Delete the following language from this subsection on this page: "The Engineer will not core the following: 1. Temporary concrete pavement; 2. Pavement within 4 feet of an obstruction; 3. Pavement areas less than 300 square yards; or 4. Pavement less than 3 feet wide."
6-24	602.04	Rename the following subsections as follows: "1. Initial Core.
6-24	602.04	2. Additional Cores.
6-24	602.04	3. Price Adjustment for Thickness.
6-25	602.04	4. Price Adjustments for Steel Locations within the Pavement.
6-26	602.04	5. Remove and Replace."
6-29	603.02	Change the first sentence in the last paragraph in this subsection to read: "Provide coarse aggregate with no greater than 2.5% absorption in accordance with AASHTO T85."
7-11	705.02	Change the second sentence in the last paragraph in this subsection to read: "Provide natural aggregate and with no greater than 2.50% absorption as specified in AASHTO T85 for structure concrete."
7-29	706.02	Change the first sentence in the seventh paragraph in this subsection to read: "Provide natural aggregate and with no greater than 2.50% absorption as specified in AASHTO T85 for structure concrete."
7-107	709.04	Change the Pay Unit on the second pay item from the top of the list on this page to read as follows: Thousand Board Foot

7-115	711.02	Change the first sentence in the last paragraph in this subsection to read: "Provide natural aggregate with a maximum absorption of 2.50% in accordance with AASHTO T85."
7-120	712.02	Change the first sentence in the sixth paragraph in this subsection to read: "Provide concrete containing natural aggregate with a maximum absorption of 2.50% in accordance with AASHTO T85."
7-185	718.02	Change the first sentence in the last paragraph in this subsection to read: "Provide concrete with natural aggregate with a maximum absorption of 2.50% in accordance with AASHTO T85."
8-12	804.03.B.2	Change the first sentence in this subsection to read: "Cast in place light standard and sign support foundations using fixed forms in accordance with the *MDOT Standard Plan R-50 series.*"
8-27		Change the last pay item at the bottom of this page to read as follows: Guardrail Anch, Bridge, Det __, Curved.....Each
8-44	810.03.J.9	Add a period to the end of the third sentence in this subsection.
8-53	810.03.V	Add a period to the end of the second sentence of the first paragraph of this subsection.
8-53	810.04	Change the fourth pay item from the top of the list on this page to read as follows: Post, Steel, __ pound.....Foot
8-53	810.04	Change the last four pay items at the bottom of this page to read as follows: Fdn, Truss Sign Structure Type __, __ inch dia, Cased.....Foot Fdn, Truss Sign Structure Type __, __ inch dia, Uncased.....Foot Fdn, Cantilever Sign Structure Type __, __ inch dia, Cased ....Foot Fdn, Cantilever Sign Structure Type __, __ inch dia, Uncased.Foot
8-55	810.04.B.1	Delete the second paragraph of this subsection and replace with the following: "The unit prices for **Fdn, Truss Sign Structure Type __, __ inch dia, Cased** and **Fdn, Cantilever Sign Structure Type __, __ inch dia, Cased** include the cost of concrete, slurry, steel reinforcement, permanent casings, anchor bolts, excavation, and disposal of excavated material."
8-55	810.04.B.2	Delete this subsection and replace with the following: "**Foundation, Truss Sign Structure, Uncased and Foundation, Cantilever Sign Structure, Uncased.** The unit prices for **Fdn,**

Truss Sign Structure Type __, __ inch dia, Uncased and **Fdn, Cantilever Sign Structure Type __, __ inch dia, Uncased** include the cost of concrete, slurry, steel reinforcement, temporary casings, anchor bolts, excavation, and disposal of excavated material."

8-57	810.04.I	Delete the first paragraph of this subsection and replace with the following: "The unit price for **Sign, Rem** of the type required includes the cost of removing signs from supports and stacking by shape and size."
8-57	810.04.I	Delete the second paragraph of this subsection and replace with the following: "The unit prices for **Ground Mtd Sign Supports, Rem**; **Cantilever, Rem** and **Truss, Rem** include the cost of removing ground mounted sign supports, cantilever or truss supports."
8-57	810.04.L	Change this subsection to read: "The unit price for Sign, Erect, Salv of the type required includes erecting the salvaged sign on a new sign support or existing sign support, as shown on the plans, and attaching devices, and hardware, including brackets."
8-110	812.04	Change the fifth and sixth pay item from the top of the list on this page to read as follows: Sign, Type B, Temp, Prismatic, Spec, Furn ..... Square Foot Sign, Type B, Temp, Prismatic, Spec, Oper..... Square Foot
8-141	815.04.C.1.b	Delete this subsection in its entirety.
8-141	815.04.C.1.c	Rename and change this subsection as follows: "b. Removal and disposal of unacceptable plants including the root ball.
8-141	815.04.C.1.d	Delete this subsection in its entirety.
8-142	815.04.C.2.d	Change this subsection to read: "During the first watering of the second growing season, remove and dispose of the guying material, identification tags, and inspection tags."
8-144	816.03.A	Change the third sentence in this subsection to read: "Use topsoil from within the project limits; or from off-site sources meeting the requirements in subsection 917.06."
8-167	818.04	Add the pay item to the bottom of the list on this page as follows: Power Company (Estimated Cost to Contractor)..... Dollar
8-170	818.04.G	Delete this subsection in its entirety.
8-170	818.04	Rename the following subsections as follows: "G. **Handholes (Hh).**

8-171	818.04	H. **Service Disconnect.**
8-171	818.04	I. **Metered Service.**
8-171	818.04	J. **Unmetered Service.**
8-172	818.04	K. **Wood Pole.**
8-172	818.04	L. **Concrete Pole, Fit Up.**
8-172	818.04	M. **Steel Pole, Fit Up.**
8-172	818.04	N. **Bracket Arm.**"

8-171 818.04.J

Delete the second paragraph of this subsection and replace with the following:
"The pay item, **Power Company (Estimated Cost to Contractor)**, establishes a budgeted amount in the contract to cover the cost of reimbursing the Contractor for payments made to the power company for providing electrical power at the locations shown on the plans. The Department will estimate the reimbursement costs to the Contractor and establish a budgeted amount as shown on the plans. The Department will pay the Contractor for power company invoices paid, as submitted to the Engineer."

8-176 819.03.B.5.b

In the second paragraph of this subsection delete the first sentence and replace with the following:
"Tighten bolts connecting the pole to the frangible base to a snug tight condition in accordance with subsection 707.03.E.6.c."

8-185 820.01.B

Add a period to the end of the first sentence of this subsection.

8-187 820.02

Change the first line in the list of materials on this page to read:
Conduit Material.....918

8-196 820.03.O

In the fourth paragraph of this subsection delete the last sentence and replace with the following:
"Use smooth wall, Schedule 80, rigid PVC conduit, or coilable, Schedule 80 PE conduit in accordance with section 818."

8-199 820.04

Add the pay item to the list on this page:
TS, (number) Way (type) Mtd (LED) Optic

8-200 820.04

Change the second pay item from the top of the list on this page to read as follows:
TS Head, Temp .....Each

8-200 820.04

Change the eleventh pay item from the top of the list on this page to read as follows:
TS, Lens, Pedestrian Sym (LED) .....Each

8-200 820.04

Delete the following pay items from the list:
Strain Pole, Steel, 6 bolt, __ foot.....Each
Mast Arm Pole, Cat__.....Each
Mast Arm, __Foot, Cat.....Each

8-200	820.04	Change the eleventh pay item from the bottom of the list on this page to read as follows: Mast Arm, Rem.....Each
8-201	820.04	Delete the following pay item from the list: Power Co. (Est Cost to Contractor)..... Dollar
8-202	820.04	Add the following pay item to the list: Bracket, Truss, Salv.....Each
8-204	820.04.C	Delete the last paragraph of this subsection in its entirety.
8-204	820.04.D	Delete the first paragraph of this subsection in its entirety.
9-5	902.02	Delete the first line under the Material list and relace with the following: “Wire Cloth and Sieves ..... ASTM E11”
9-9	902.03.C.1.b	Delete the first sentence in this subsection and replace with the following: “The physical requirements for the coarse aggregate are as specified in Table 902-2 and as follows:”
9-14	Table 902-1	In the row that includes the information on the 34G material, under the column titled Item of Work by Section Number (Sequential) delete the reference to the section 404.
9-15	Table 902-2	Add the superscript (n) in the first row in the Dense-graded aggregates section of the table under the column titled Crushed Material, % min. (MTM 117).
9-16	Table 902-2	Add the superscript (n) in the first row in the Open-graded aggregates section of the table under the column titled Crushed Material, % min. (MTM 117).
9-16	Table 902-2	Delete the superscript footnote in the first through fourth rows under the header row that reads “(m)” in the column Loss, % max, LA Abrasion (MTM 102).
9-16	Table 902-2	Add the following row after the third row in the Open-graded aggregates section reading:

46R	--	45	--	--	--

9-16	Table 902-2	Add the superscript footnote in the header row that reads “(m)” in the column Loss, % max, LA Abrasion (MTM 102).
9-15	Table 902-2	Delete the footnote (d) in one location in the table.
9-17	Table 902-2	Delete the footnote (d) in one location in the table.

9-17	Table 902-2	Add the following footnote below the existing footnotes in this table. "(n) For recycled crushed concrete, if the source concrete uses primarily rounded river gravel aggregates, the minimum crushed particle content can be reduced to 90%."
9-21	Table 902-6	Delete the footnote (b) in two locations in the table.
9-21	Table 902-6	Change the footnote (c) to read (b) in two locations in the table.
9-21	Table 902-6	Change the footnote (d) to read (c) in two locations in the table.
9-25	903.04	Delete the second sentence of the second paragraph of this subsection.
9-70	909.07.A	Delete the second sentence of this subsection.
9-70	909.05.D	Change the first sentence in this subsection to read: "Provide steel pipe for jacking in place meeting the requirements of ASTM A53/A53M for Type E or Type S, Grade B, or ASTM A139/A139M for Grade B."
9-71	909.08.A	Change the first sentence in this subsection to read: "Provide bridge deck downspouts of PE pipe meeting the requirements of ASTM F714, PE 4710, DR 26 or Schedule 80 PVC.
9-94	Table 910-01	Change the value in the fifth row under the header row in the Permittivity (min) (per second) column from 0.5 to read: "0.05"
9-94	Table 910-01	Change the value in the seveth row under the header row in the Permittivity (min.) (per second) column from 0.5 to read: "0.05"
9-95	Table 910-2	Change the second row under the Ultimate strength section to read: "CMD[(c)] 1950 lb/ft"
9-119	913.06	Change this subsection to read: Circular precast concrete units with circular reinforcement for adjusting rings, tops, risers, and sump bases for manholes, catch basins, and inlets must meet the requirements of AASHTO M199 and the following additions and exceptions:
9-133	917.03	Rename the four subsections following the first paragraph on this page as follows: D. Deciduous Shade Trees. E. Small Trees, Ornamentals, and Shrubs. F. Evergreen Trees. G. Vines, Ground Cover, and Herbaceous Ornamental Plants.
9-149	918.08	In the first paragraph of this subsection delete the second sentence and replace with the following:

		"Provide light standards designed in accordance with AASHTO's LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals."
9-150	918.10	In the first paragraph of this subsection delete the first sentence and replace with the following: "Provide tower lighting units designed in accordance with AASHTO's LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals."
9-164	919.04.B	In the first paragraph of this subsection delete the first sentence and replace with the following: "Provide square tubular steel sign supports meeting the chemical, mechanical, and geometric properties of material used in the crash tests referenced in AASHTO's LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals."
9-170	920.02.C	Change the reference to Table 920-2 to read Table 920-3 in two locations.
9-222	922.10.A.3	Delete this subsection and replace with the following: "Conform to the wind load requirements specified by AASHTO's LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals with all equipment mounted without the need for additional ballast;"
10-23	1003.03.B	Delete the last sentence of this subsection and replace with the following: "Aggregate sampling for concrete will be performed by an MCAT-certified Aggregate Technician Level II."
10-42	Table 1006-01	Change footnote (a) to read: "(a) Ensure that the coarse aggregate's absorption does not exceed 2.5% in accordance with AASHTO T85."
10-43	Table 1006-02	Replace Table 1006-02 with the Table 1006-02 below.
1A - 20A	Pay Item Index	Replace the Pay Item Index in its entirety.

Table 1006-2:
Overlay Mixtures

Mixture Type	Aggregate	Slump (inch)	Air Content	Admixture Required	Mixture Proportions lb/yd³, dry weight					
					Cement[a]	Dry Densified Silica Fume[b]	Net Mix Water	Fine Agg	Coarse Agg	Latex Admixture
SFMC	2NS and 26A[c]	4–6	6.5 ±1.5%	[d],[e],[f]	618	40	273[g]	1273	1601	—
LMC	2NS and 26A[c]	[h]	4.5 ±1.5%	—	658	—	[h]	1490[i],[j]	1300[i],[j]	206

(a) Use only Type I Portland cement.

(b) For SFMC mixtures, the Contractor may use a blended silica fume Portland cement. However, if the silica fume content of the blended material is greater than 8% of the total cementitious material, submit to the Engineer modified mix proportions with Type I Portland cement added to the blended material to achieve the equivalent individual cementitious material mixture proportions.

(c) Provide coarse aggregate, 95% minimum crushed materials in accordance with Michigan Test Method (MTM) 117, with an absorption no greater than 2.5%, in accordance with AASHTO T85.

(d) Water-reducing high-range admixture or water-reducing high-range and retarding admixture.

(e) Virgin polypropylene collated fibers at 2 lb/yd³.

(f) Air-entraining admixture.

(g) Provide a net water to cementitious material ratio of 0.41 (cementitious material includes cement and silica fume).

(h) Add water in addition to water in the latex admixture to control slump to within 3 to 5 inches. Measure slump from 4 to 5 minutes after discharge from the mixer. During the waiting period, deposit concrete on the deck and do not disturb. If placing mixtures on sections within superelevated curves, the Contractor may need to use the lower allowable range of the slump requirement, as determined by the Engineer. Do not exceed water-cement ratio, by weight, of 0.30 including water contained in the latex emulsion.

(i) Aggregate proportions are approximate; due to gradation changes, the Contractor may increase proportions by no greater than 5% by weight of total aggregate if reducing coarse aggregate by an equivalent volume.

(j) Aggregate weights specified in the table are based on a dry bulk specific gravity of 2.65 for gravel and stone. Adjust the weights if the specific gravity of the materials used varies by more than 0.02 from the specified values.

CITY OF BIRMINGHAM

IN COOPERATION WITH

MICHIGAN DEPARTMENT OF TRANSPORTATION

AND

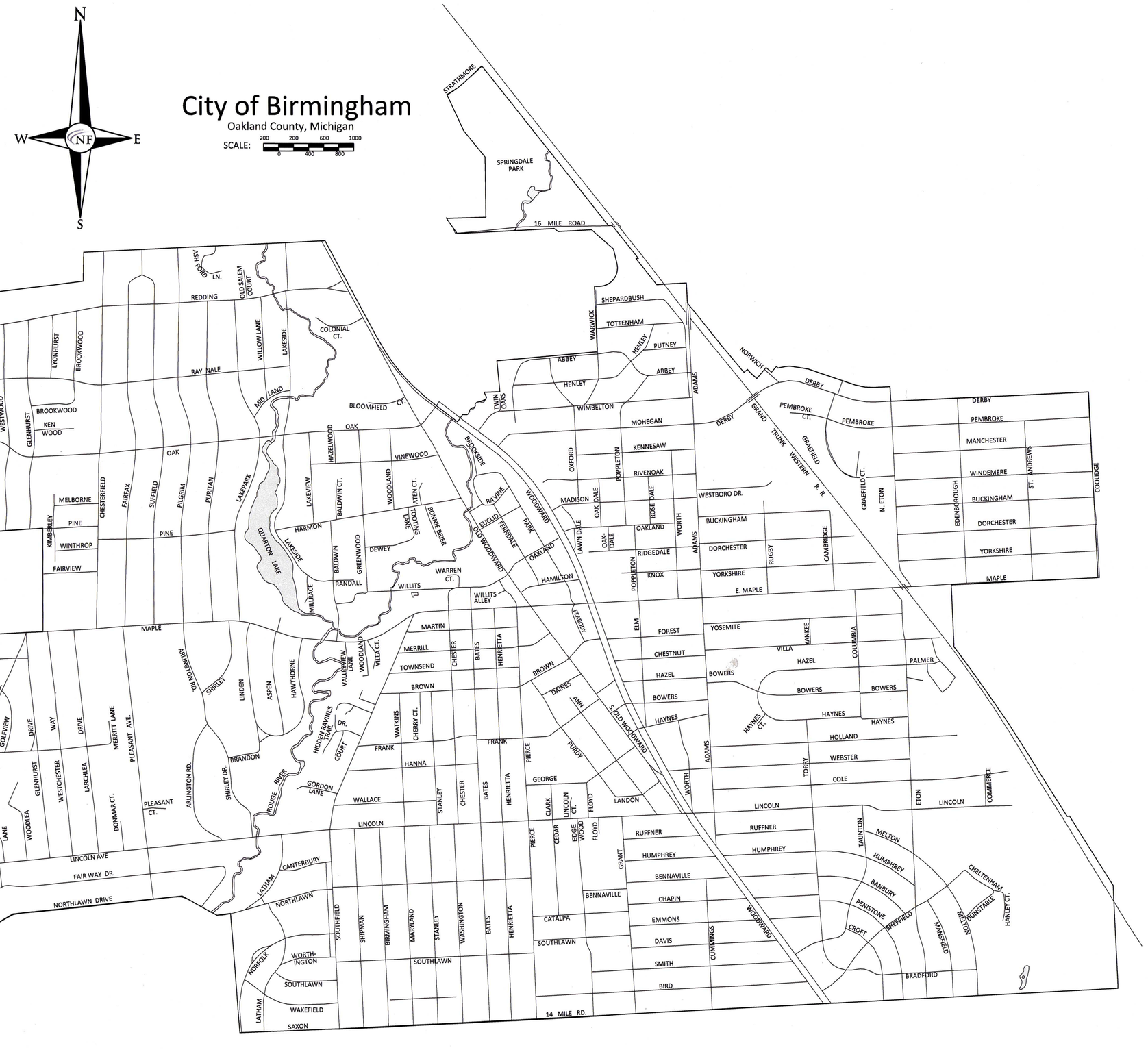
THE FEDERAL HIGHWAY ADMINISTRATION

DTE LED STREET LIGHT CONVERSION PROJECT

City of Birmingham, Oakland County, Michigan

CONTROL SECTION : 63000

JOB NUMBER : 214196



GENERAL PROVISIONS & PLAN NOTES

THE IMPROVEMENTS BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE PROPOSAL AND ACCOMPANYING SPECIFICATIONS FOR THIS PROJECT INCLUDING THE 2020 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION.

FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL DIAL (800) 482-7171 OR 811 A MINIMUM OF 3 WORKING DAYS (EXCLUDING SATURDAYS, SUNDAYS, & HOLIDAYS) PRIOR TO EXCAVATING IN THE VICINITY OF UTILITY LINES. ALL "MISS DIG" PARTICIPATING MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE "MISS DIG" NETWORK.

ALL CONSTRUCTION SIGNING IS THE RESPONSIBILITY OF THE CONTRACTOR.

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. All excavation under or within three feet of pavement, public or private, shall be backfilled and compacted with sand.
3. The contractor shall be responsible for damage to existing utilities, pavement, trees, landscaping, gravel, etc., whether located on public or private property.
4. 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.
5. See applicable notes, details, and specific permitting requirements from all permitting agencies having jurisdiction on this project, including City of Birmingham, Oakland County Water Resources Commissioner (OCWRC), and the Road Commission for Oakland County (RCOC).

811 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.

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

CONTRACT FOR: M.D.O.T. JOB NUMBER: JN214196

MUNICIPAL APPROVAL

STATE OF MICHIGAN — Melissa Ann Coatta — ENGINEER — No. 6201053704 — LICENSED PROFESSIONAL ENGINEER

MELISSA A. COATTA, P.E., CITY ENGINEER

REVISED: 07/19/24

DTE

August 23, 2024

City of Birmingham
151 Martin St
Birmingham, MI 48009

Re: DTE Street Lighting: LED Conversion

Attached is the Purchase Agreement for the street lighting associated with the LED conversion. A detailed description of the project is outlined in the agreements. Please print TWO copies. Please sign BOTH copies in the designated areas. A check in the amount of $168,451.43 is also required at this time. Please return BOTH signed agreements (as well as check made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
Attn: Brandon Faron
Community Lighting

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of August 23, 2024 between DTE Electric Company ("Company") and the City of Birmingham ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 4, 2022 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	64248840	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Various locations in the City of Birmingham], as more fully described on the map attached hereto as Attachment 1.	
3. Total number of lights to be installed:	187	
4. Description of Equipment to be installed (the "Equipment"):	**Overhead Fed Streetlights on Wood Poles**: 1 – 100w Mercury Vapor to 58w LED 124-175w Mercury Vapor to 58w LED 1-175w Mercury Vapor to 80w LED Span Light 1 – 400w Mercury Vapor to 136w LED **Underground Fed Streetlights on Fiberglass or Metal Posts:** 2-175w Mercury Vapor to 58w LED 1-175w Mercury Vapor to 56w LED Colonial 27-175w Mercury Vapor to 68w LED CBD Fixture 30-175w Metal Halide to 68w LED CBD Fixture	
5. Estimated Total Annual Lamp Charges	$46,658.35	
6. Estimated Total Annual Post Charges if selected	$0.00	
7. Annual Finance Charge if selected	See paragraph 14 below	$ 0.00
8. Computation of Contribution in aid of Construction ("CIAC Amount")	Total estimated construction cost, including labor, materials, and overhead:	$168,451.43
	Revenue credit:	$0.00
	CIAC Amount (cost minus revenue)	**$168,451.43**
	Credit for Post Charge, if selected	$0.00
9. Payment of CIAC Amount:	Due promptly upon execution of this Agreement **$**168,451.43	
10. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	

Special Financing Options are available – Please read stipulations within agreement and if desired check the appropriate box below: Post Charge Option ☐ Finance Option ☐	If Post Charge "box" is checked the Customer agrees to following term: 10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
11. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☐ YES ☒ NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Melissa A Cook SIGN HERE
12. Customer Address for Notices:	City of Birmingham 151 Martin St. Birmingham, MI 48009

13. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☒YES ☐NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least _0_ posts and _5_ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at City of Birmingham DPS 851 S. Eton St. Access to Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: Scott Zielinski Title: DPS Director

Phone Number: 248.530.1702 Email: szielinski@bhamgov.org

Customer will immediately notify Company of any changes in the Authorized Customer Representative. Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by Company.

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

14. Special Financing Options

A. Post Charge Option:

For new underground-fed installations of 5 lights or more after May 1, 2019, which require investment in excess of three times the annual revenue at the prevailing rate at the time of installation, the customer may elect to pay a post charge for each increment of $1,000 investment required above three times the annual revenue.

Effective December 15, 2023 - For each increment of $1,000 of investment which exceeds three times the annual revenue at the prevailing rate at the time of installation, add to rate per year an additional **$82.56**.

B. Finance Charge Option:

As an alternative, where the required contribution exceeds $10,000, upon agreement of the customer and the Company, the customer will pay an additional annual charge of the Company's weighted average cost of capital (6.92%) times the contribution amount in lieu of the cash contribution.

****

Company and Customer have executed this Purchase Agreement as of the date first written above.

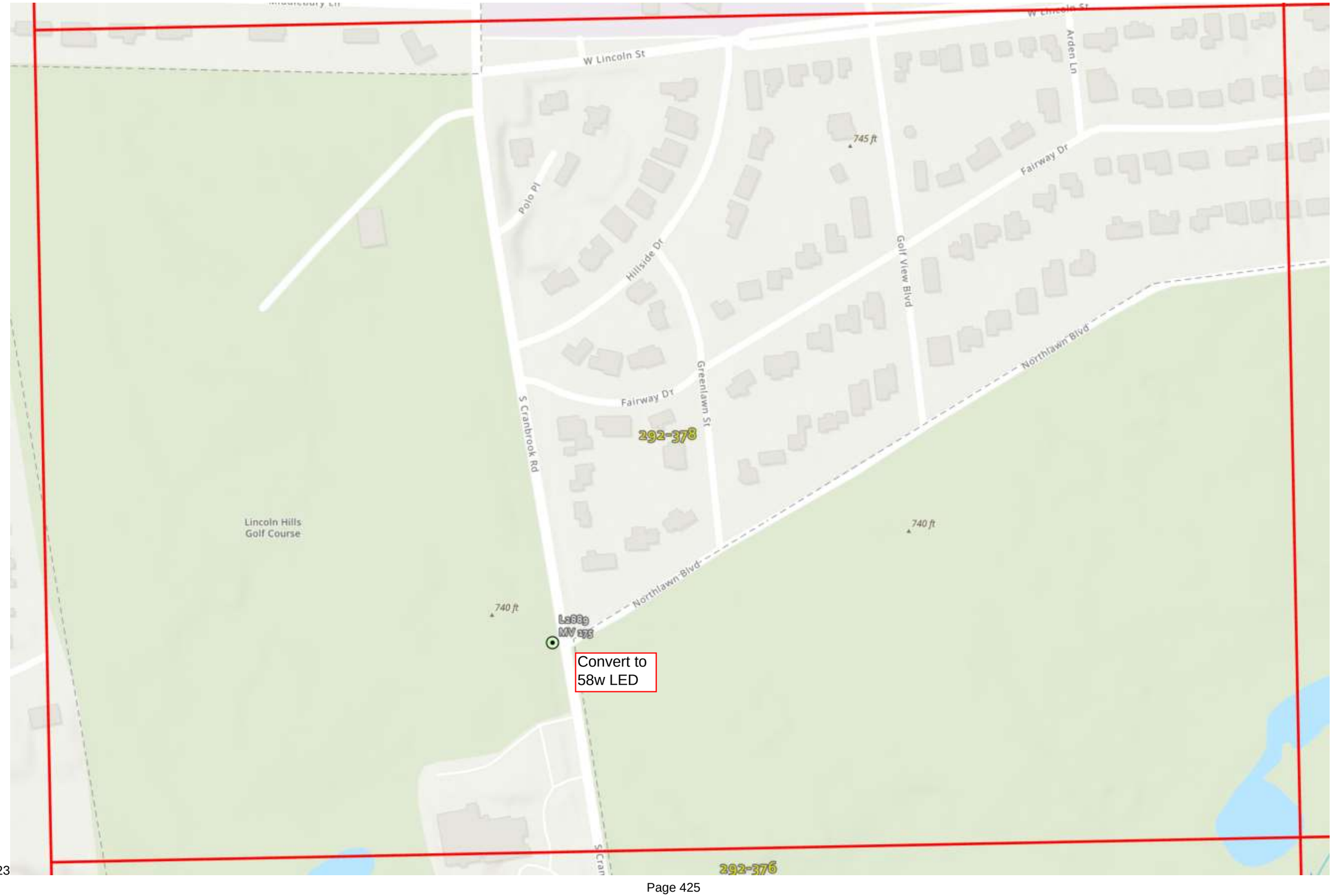
Company:	Customer:
DTE Electric Company	City of Birmingham
By: _____	By: Melissa A. Coatta SIGN HERE
Name: _____	Name: Melissa A. Coatta
Title: _____	Title: City Engineer
Date: _____	Date: August 27, 2024

Attachment 1 to Purchase Agreement

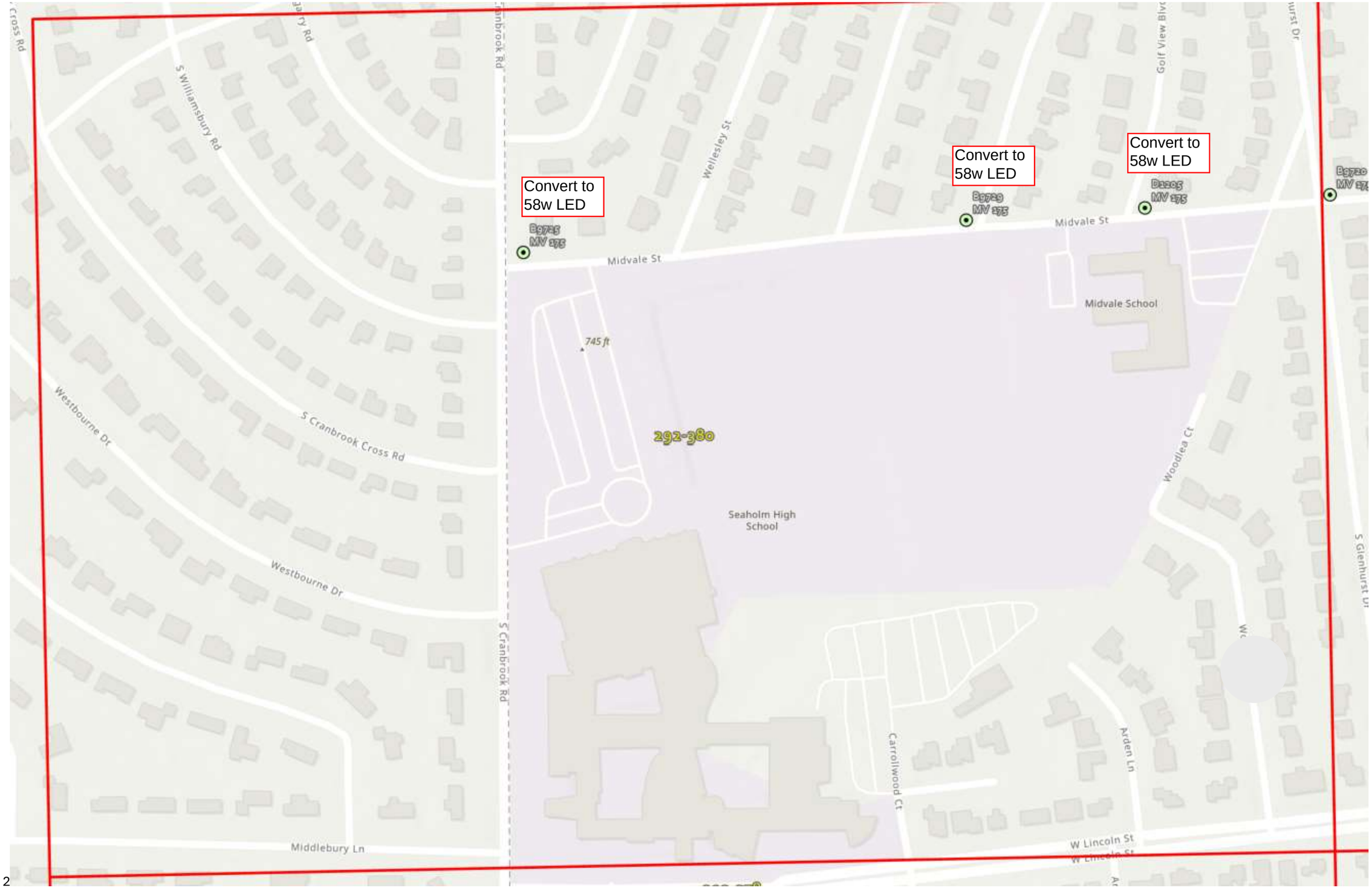
Map of Location

[To be attached]

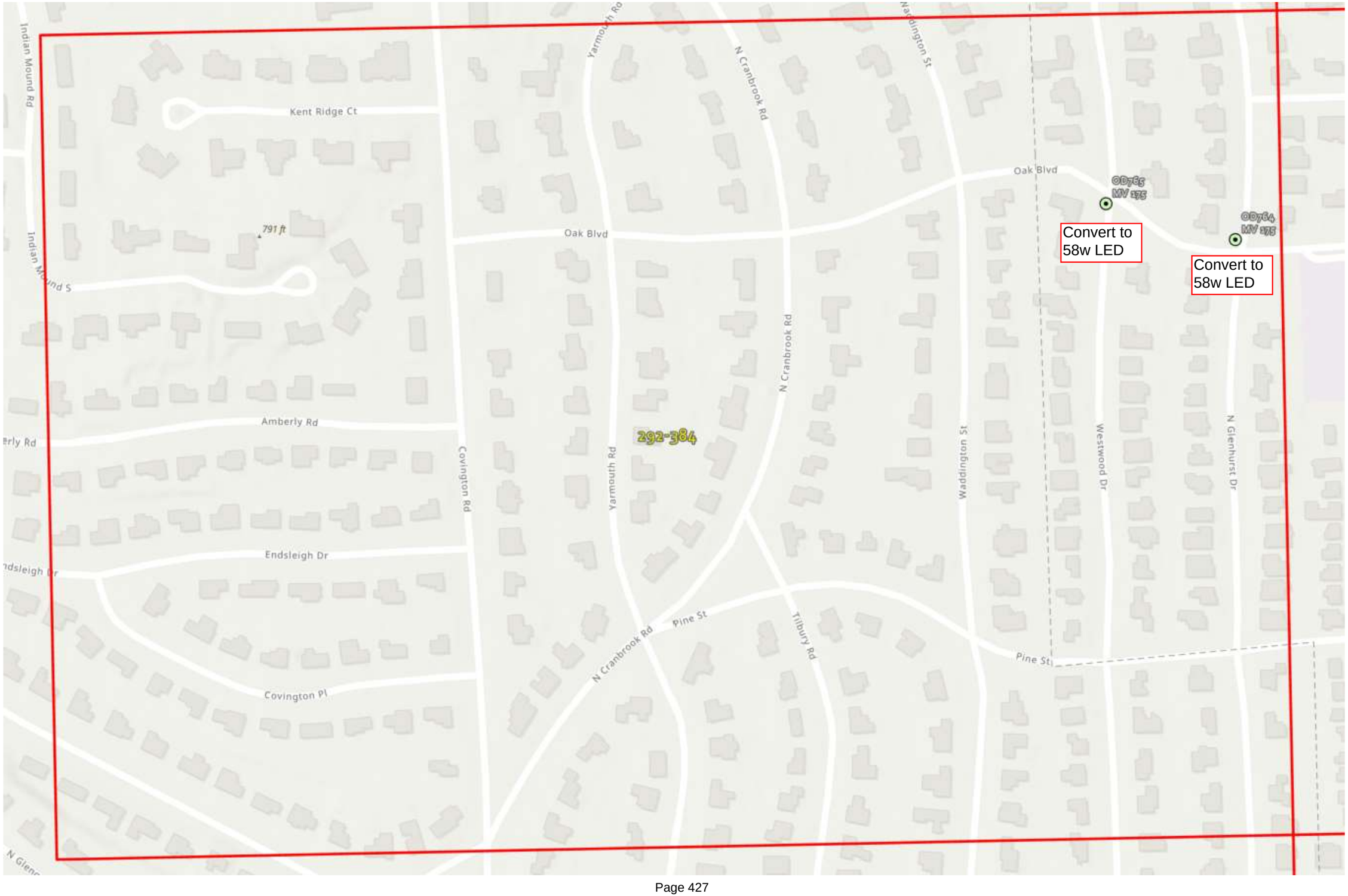
292-378


W Lincoln St
Arden Ln
745 ft
Fairway Dr
Polo Pl
Hillside Dr
Golf View Blvd
Northlawn Blvd
Greenlawn St
S Cranbrook Rd
292-378
Lincoln Hills
Golf Course
740 ft
740 ft
La989
MV 378
Convert to
58w LED
292-376

292-380


Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Midvale St
Midvale St
Midvale School
745 ft
292-380
Seaholm High School
Wellesley St
Golf View Blvd
Woodlea Ct
S Williamsbury Rd
S Cranbrook Rd
S Cranbrook Cross Rd
Westbourne Dr
Middlebury Ln
Carrollwood Ct
Arden Ln
W Lincoln St
S Glenhurst Dr

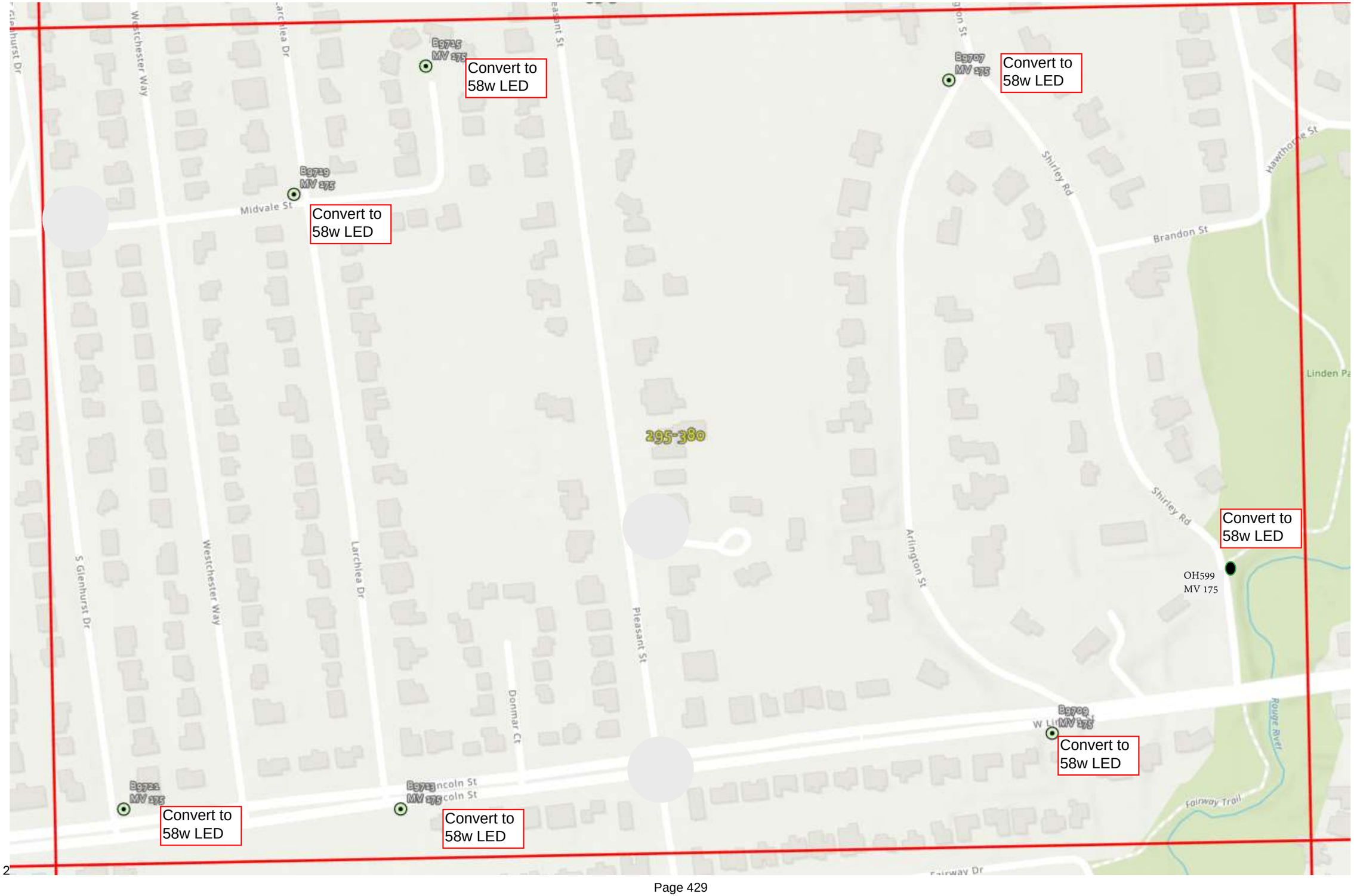
292-384


Indian Mound Rd
Kent Ridge Ct
791 ft
Indian Mound S
Oak Blvd
Yarmouth Rd
N Cranbrook Rd
Nardington St
OD765
MV 175
Convert to
58w LED
OD764
MV 175
Convert to
58w LED
Amberly Rd
Covington Rd
Yarmouth Rd
292-384
Waddington St
Westwood Dr
N Glenhurst Dr
Endsleigh Dr
Covington Pl
N Cranbrook Rd
Pine St
Tilbury Rd
Pine St

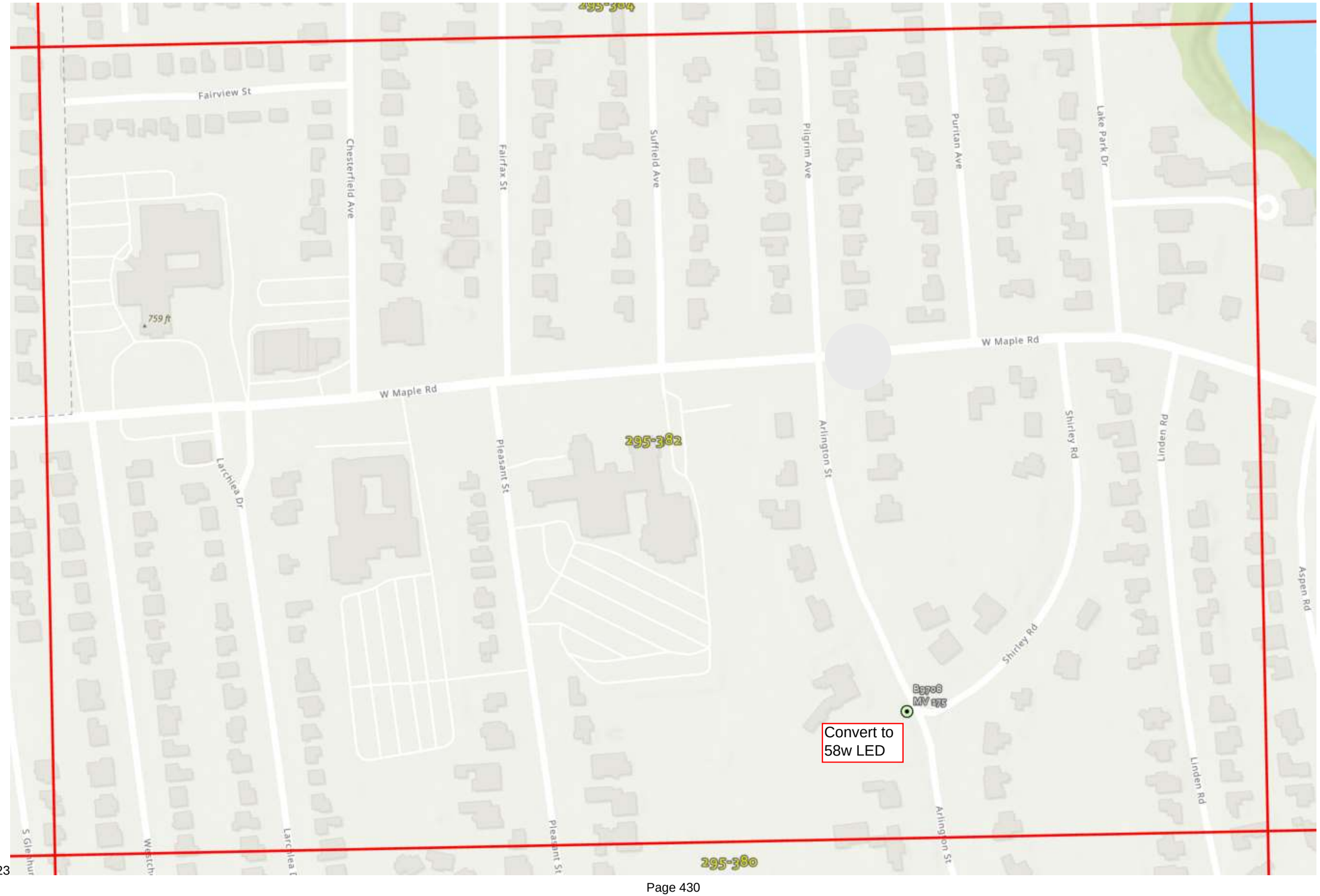
295-378


Fairway Dr
Fairway Dr
Fairway Dr
Fairway Dr
Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Northlawn Blvd
Northlawn Blvd
295-378
733 ft
Birmingham Country Club
Rouge River
Norfolk St
Latham St
Latham St
Norfolk St

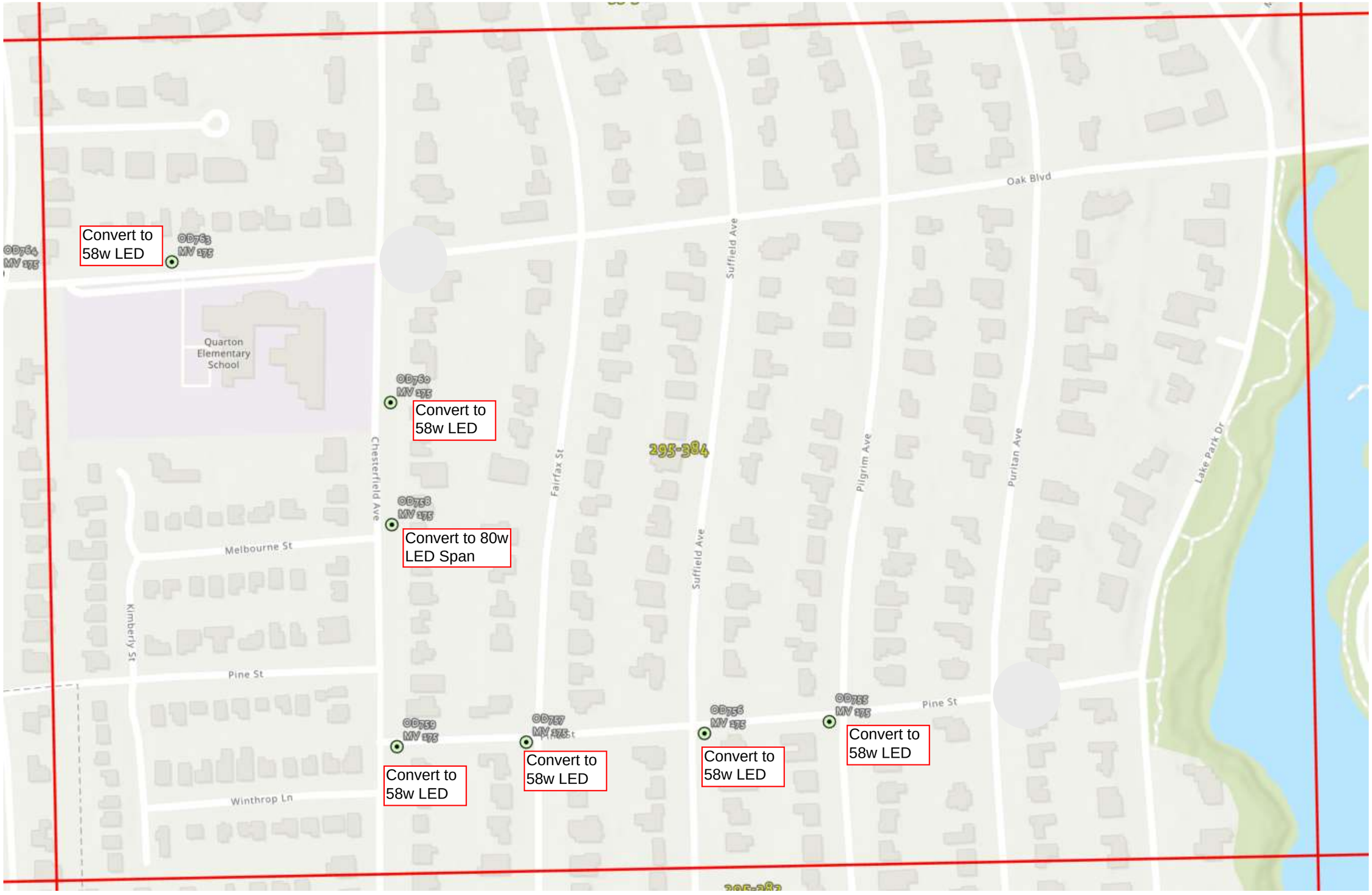
295-380


Bg735
MV 175
Convert to
58w LED
Bg739
MV 175
Midvale St
Convert to
58w LED
Bg707
MV 175
Convert to
58w LED
Shirley Rd
Brandon St
Hawthorne St
Linden Pa
295-380
S Glenhurst Dr
Westchester Way
Larchlea Dr
Pleasant St
Arlington St
Donmar Ct
Shirley Rd
OH599
MV 175
Convert to
58w LED
Bg709
MV 175
Convert to
58w LED
Bg733
MV 175
Convert to
58w LED
Bg733
MV 175
Convert to
58w LED
Rouge River
Fairway Trail
Fairway Dr

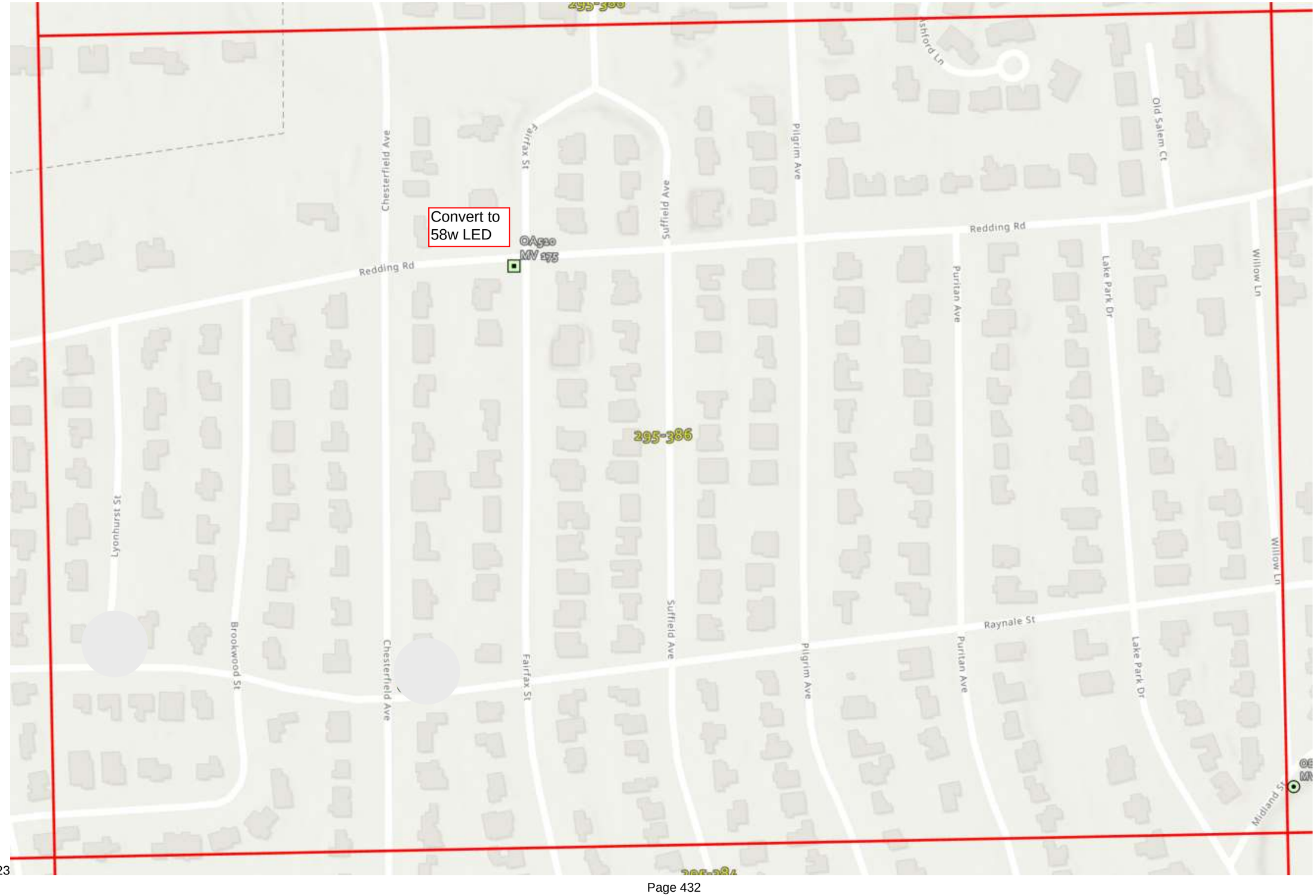
295-382


295-384
Fairview St
Chesterfield Ave
Fairfax St
Suffield Ave
Pilgrim Ave
Puritan Ave
Lake Park Dr
759 ft
W Maple Rd
W Maple Rd
295-382
Larchlea Dr
Pleasant St
Arlington St
Shirley Rd
Linden Rd
Aspen Rd
Shirley Rd
Linden Rd
Arlington St
295-380
Convert to
58w LED

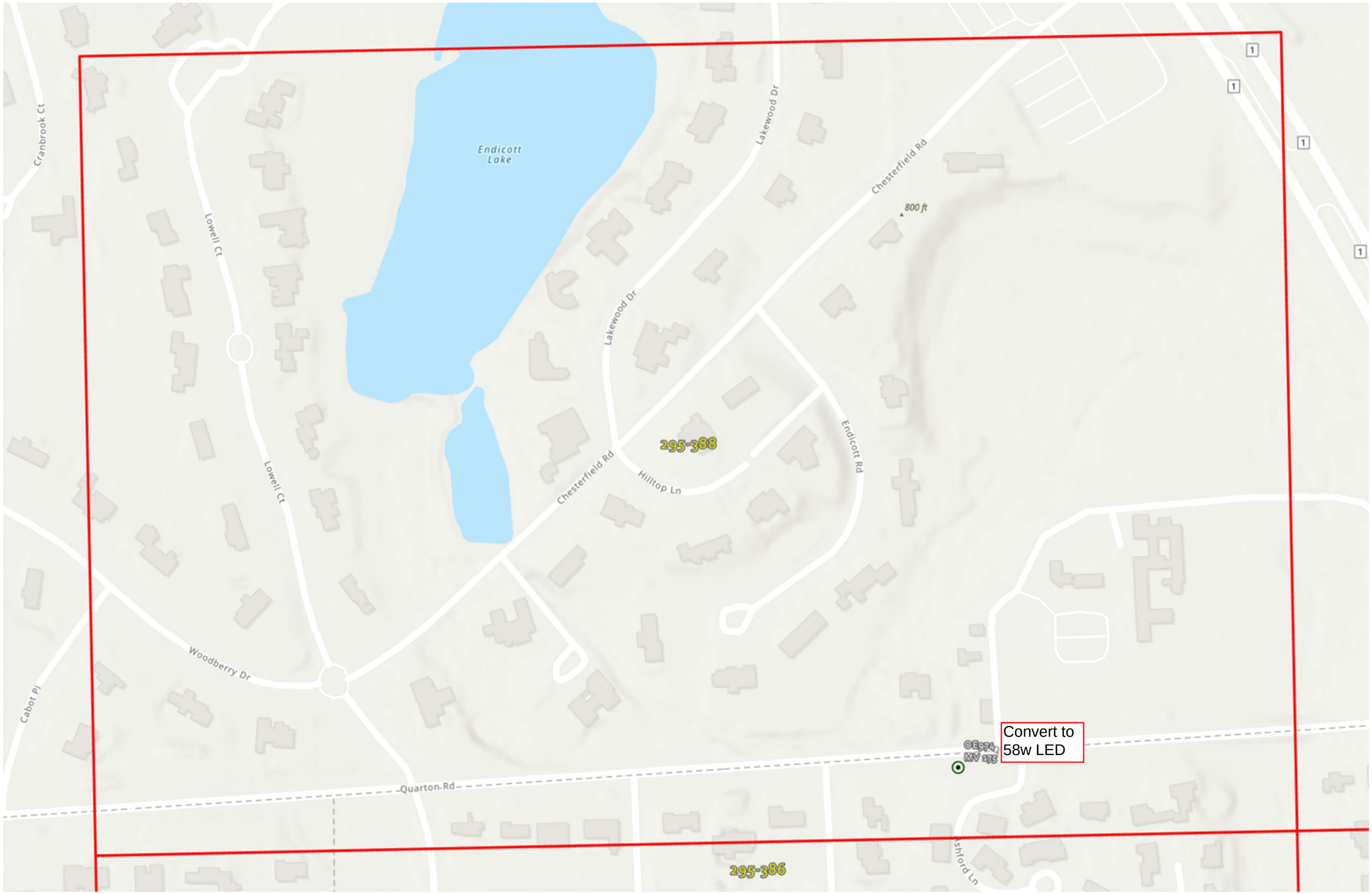
295-384


Convert to 58w LED
OD764 MV 175
OD763 MV 175
Quarton Elementary School
OD760 MV 175
Convert to 58w LED
Chesterfield Ave
Fairfax St
295-384
Suffield Ave
Pilgrim Ave
Puritan Ave
Lake Park Dr
Oak Blvd
OD758 MV 175
Convert to 80w LED Span
Melbourne St
Kimberly St
Pine St
OD759 MV 175
OD757 MV 175
OD756 MV 175
OD755 MV 175
Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Winthrop Ln

295-386


Convert to
58w LED
OA530
MV 175
295-386
Redding Rd
Redding Rd
Chesterfield Ave
Fairfax St
Suffield Ave
Pilgrim Ave
Ashford Ln
Old Salem Ct
Puritan Ave
Lake Park Dr
Willow Ln
Lyonhurst St
Brookwood St
Chesterfield Ave
Fairfax St
Suffield Ave
Pilgrim Ave
Puritan Ave
Lake Park Dr
Raynale St
Willow Ln
Midland St

295-388


Endicott Lake
Cranbrook Ct
Lowell Ct
Lakewood Dr
Lakewood Dr
Chesterfield Rd
800 ft
Endicott Rd
295-388
Chesterfield Rd
Hilltop Ln
Woodberry Dr
Cabot Pl
Quarton Rd
295-386
Convert to
58w LED



DTE

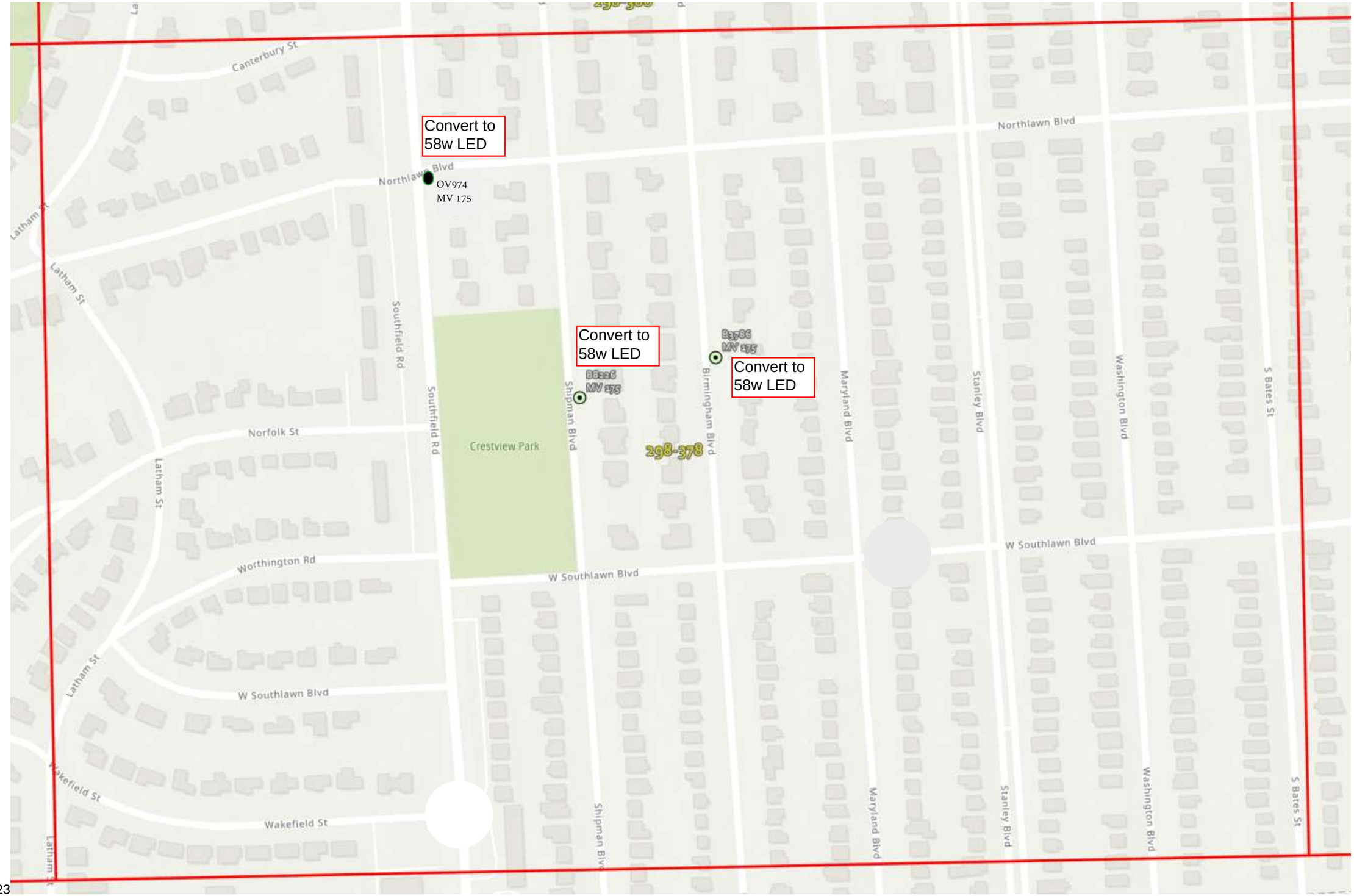
Birmingham - Option 1 Streetlight Locations

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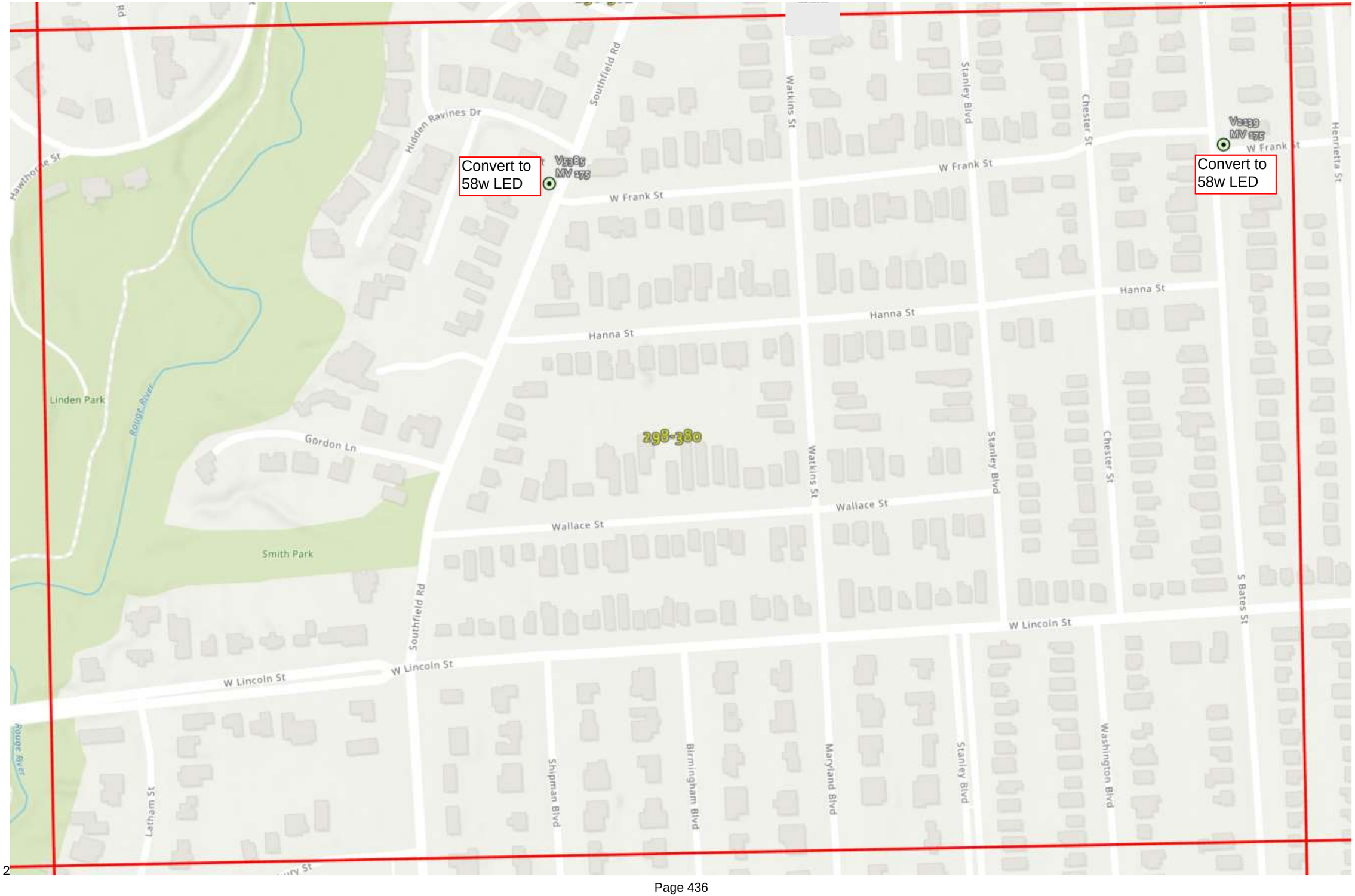
10/7/2022

298-376

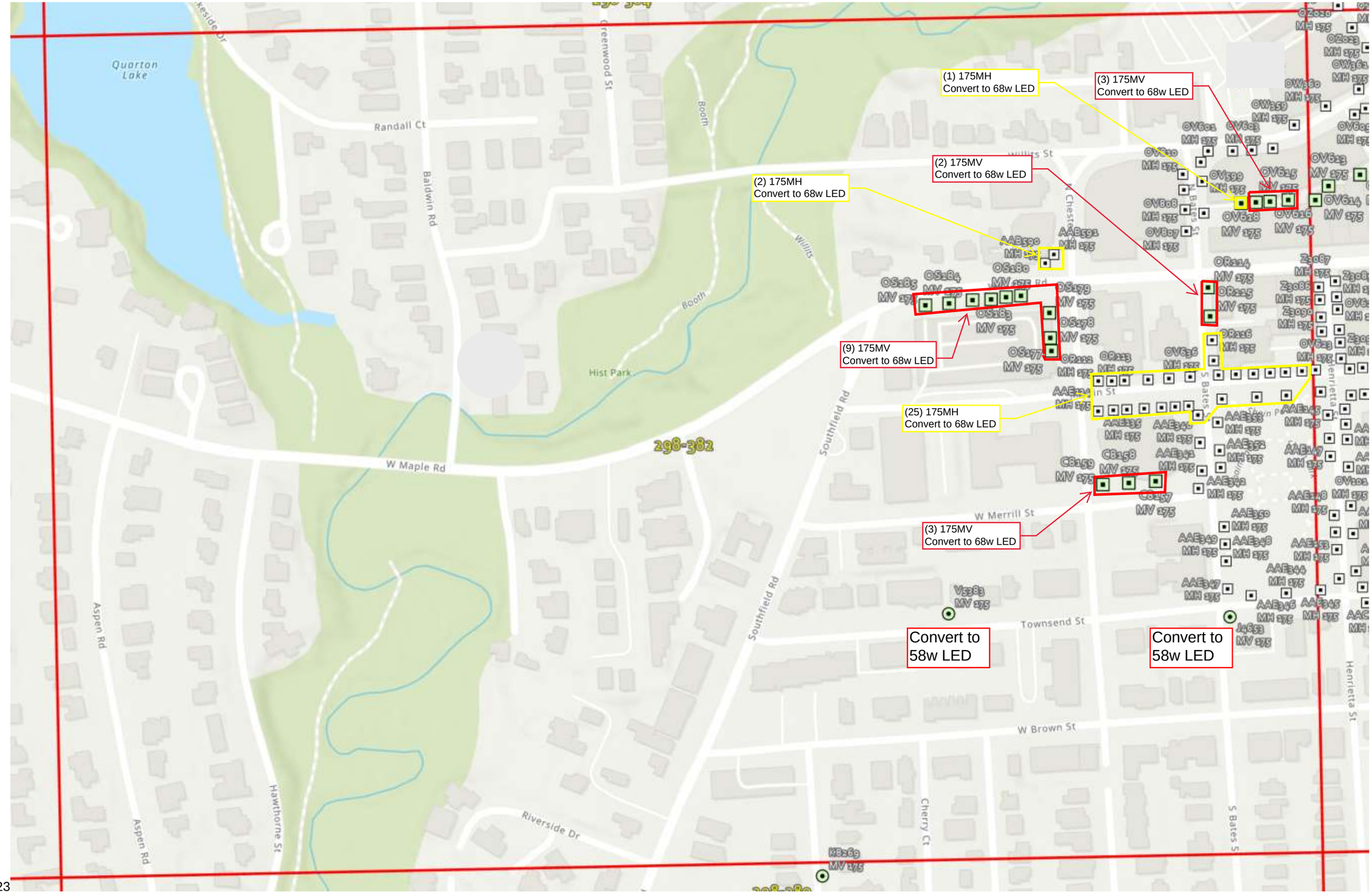
298-378


Convert to
58w LED
Northlawn Blvd
OV974
MV 175
Convert to
58w LED
B3786
MV 175
Convert to
58w LED
B3226
MV 175
298-378
Canterbury St
Latham St
Southfield Rd
Crestview Park
Shipman Blvd
Birmingham Blvd
Maryland Blvd
Stanley Blvd
Washington Blvd
S Bates St
Norfolk St
Worthington Rd
W Southlawn Blvd
Wakefield St

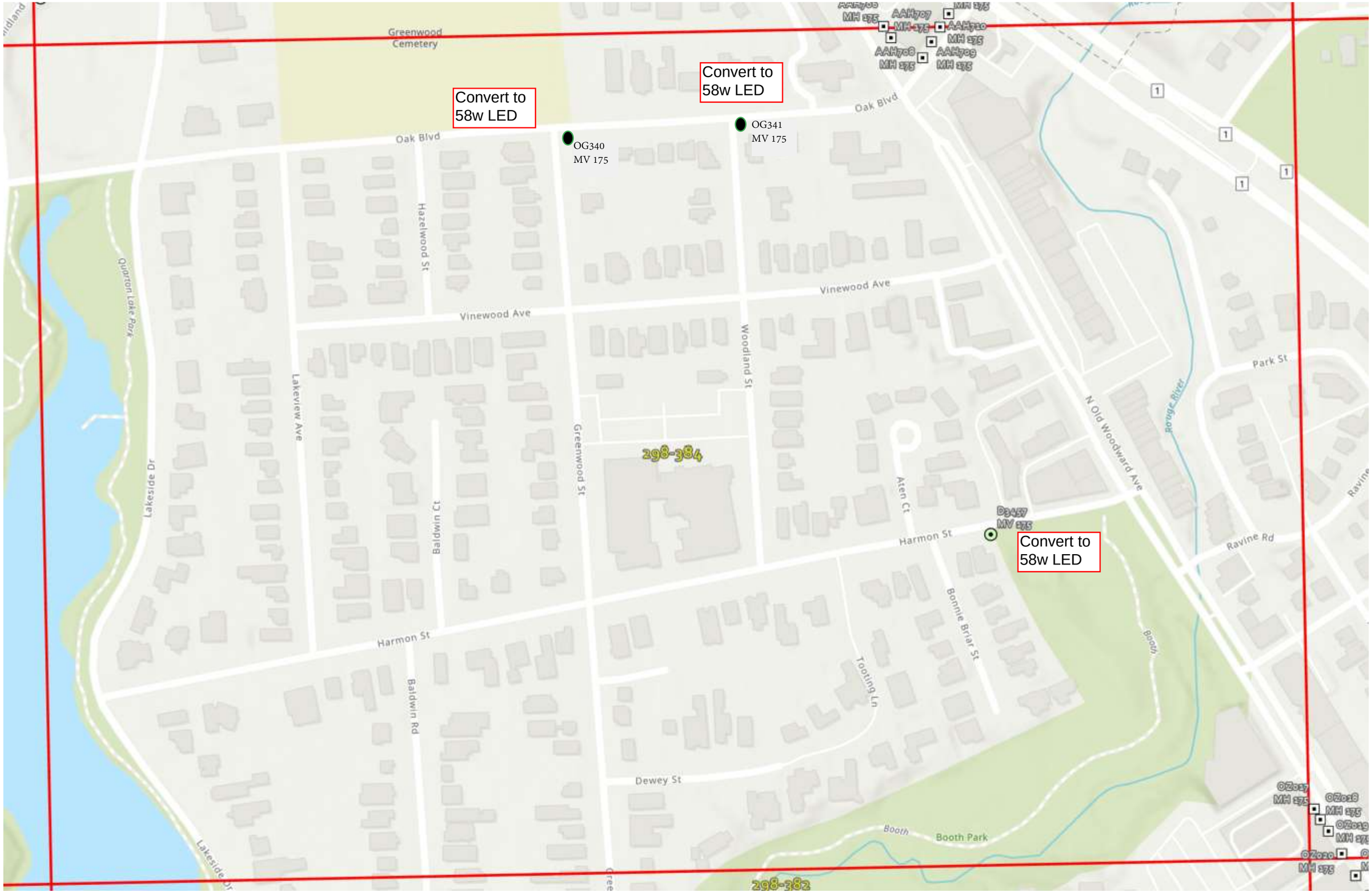
298-380


Convert to 58w LED
Convert to 58w LED
298-380
Hidden Ravines Dr
Southfield Rd
Watkins St
Stanley Blvd
Chester St
Henrietta St
W Frank St
Hanna St
Linden Park
Rouge River
Gordon Ln
Smith Park
Wallace St
W Lincoln St
S Bates St
Latham St
Shipman Blvd
Birmingham Blvd
Maryland Blvd
Washington Blvd

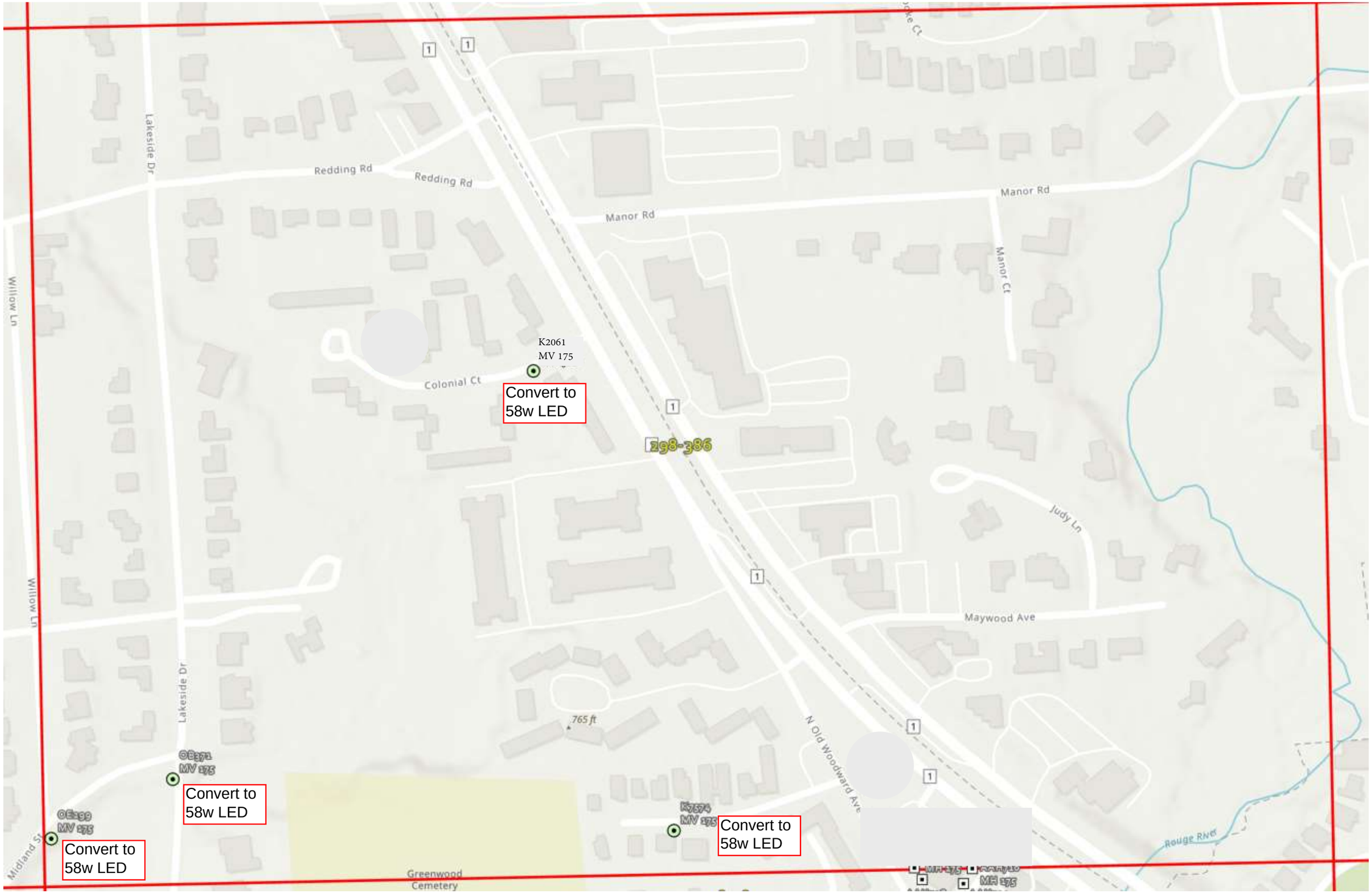
298-382


(1) 175MH
Convert to 68w LED
(3) 175MV
Convert to 68w LED
(2) 175MV
Convert to 68w LED
(2) 175MH
Convert to 68w LED
(9) 175MV
Convert to 68w LED
(25) 175MH
Convert to 68w LED
(3) 175MV
Convert to 68w LED
Convert to
58w LED
Convert to
58w LED
298-382
Quarton Lake
Randall Ct
Baldwin Rd
Greenwood St
Booth
Willits St
Hist Park
W Maple Rd
Southfield Rd
Chestnut St
S Bates St
W Merrill St
Townsend St
W Brown St
Henrietta St
Cherry Ct
Aspen Rd
Hawthorne St
Riverside Dr

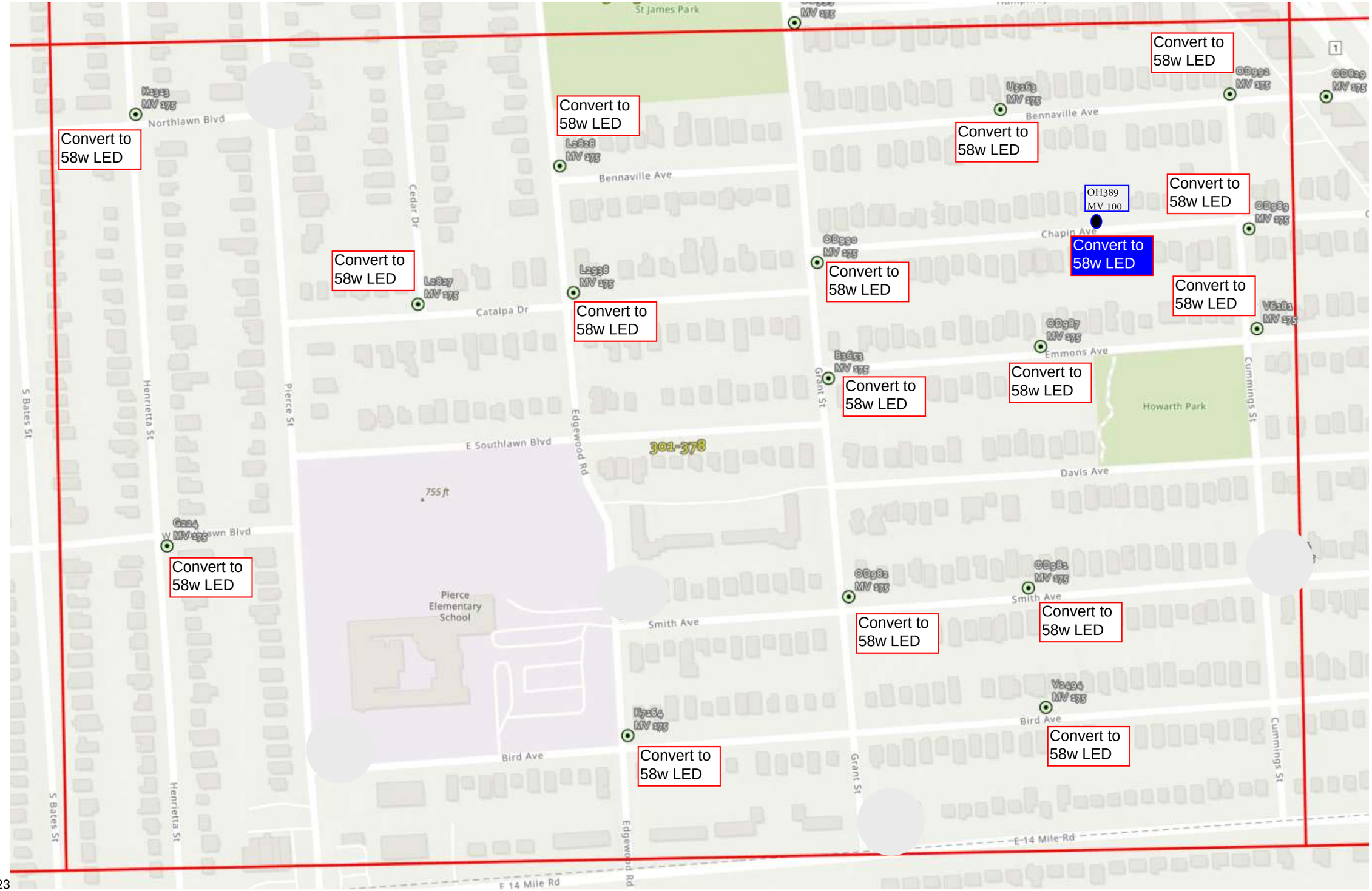
298-384


Greenwood Cemetery
Convert to 58w LED
Convert to 58w LED
Oak Blvd
OG340 MV 175
OG341 MV 175
Hazelwood St
Vinewood Ave
Woodland St
Quarton Lake Park
Lakeside Dr
Lakeview Ave
Greenwood St
298-384
Baldwin Ct
Aten Ct
N Old Woodward Ave
Rouge River
Park St
Ravine Rd
D3457 MV 175
Convert to 58w LED
Harmon St
Bonnie Briar St
Tooting Ln
Baldwin Rd
Dewey St
Booth
Booth Park
298-382

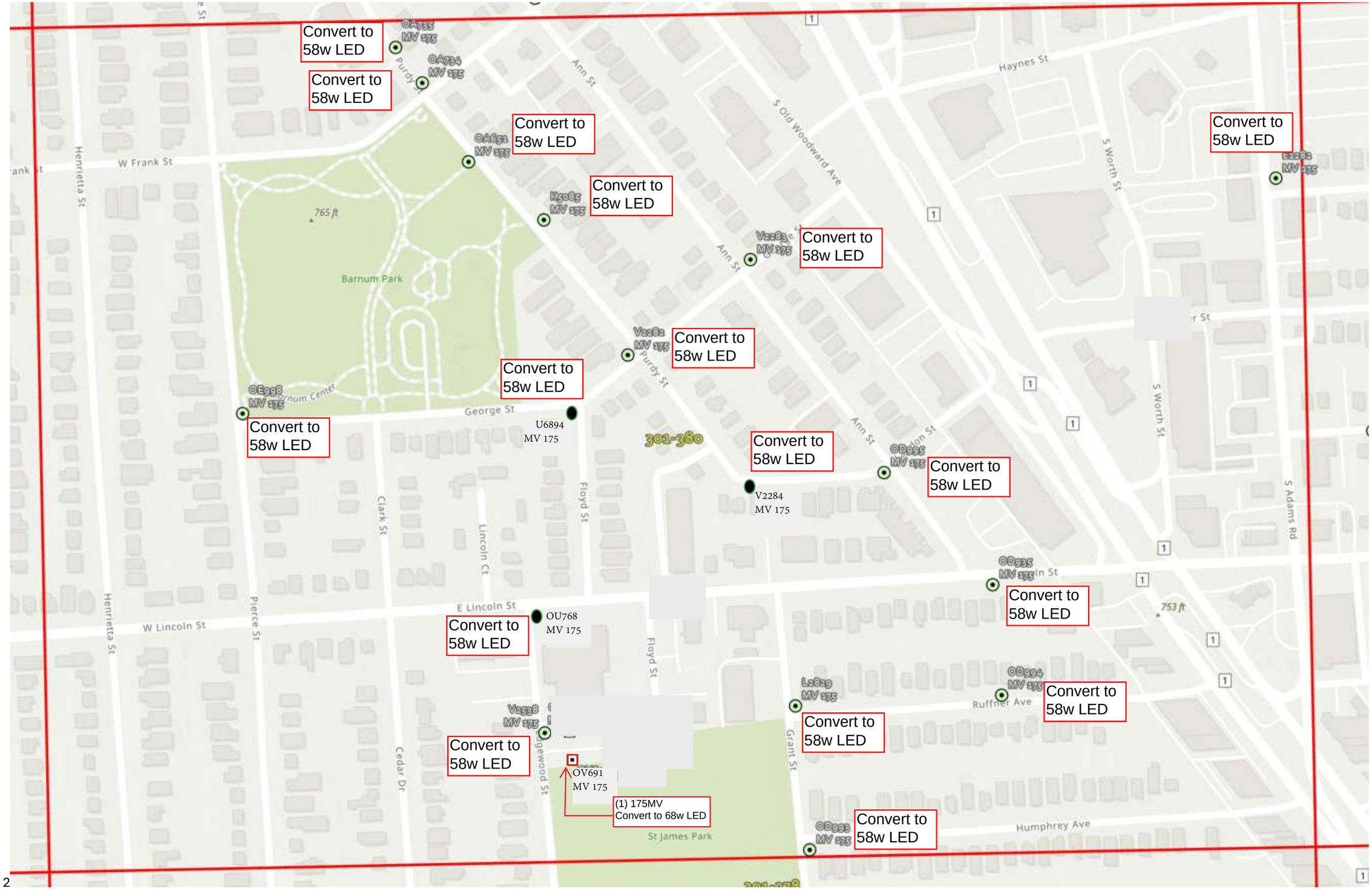
298-386


Redding Rd
Redding Rd
Lakeside Dr
Manor Rd
Manor Rd
Manor Ct
Willow Ln
K2061
MV 175
Colonial Ct
Convert to
58w LED
298-386
Judy Ln
Maywood Ave
765 ft
N Old Woodward Ave
OE371
MV 175
Convert to
58w LED
OE399
MV 175
Convert to
58w LED
K7674
MV 175
Convert to
58w LED
Midland St
Greenwood
Cemetery
Rouge River
MH 175

301-378


St James Park
Northlawn Blvd
Bennaville Ave
Cedar Dr
Catalpa Dr
Chapin Ave
Emmons Ave
Howarth Park
Davis Ave
Cummings St
Grant St
Edgewood Rd
E Southlawn Blvd
W Southlawn Blvd
Pierce Elementary School
Smith Ave
Bird Ave
E 14 Mile Rd
S Bates St
Henrietta St
Pierce St
755 ft
OH389
MV 100
301-378
Convert to 58w LED

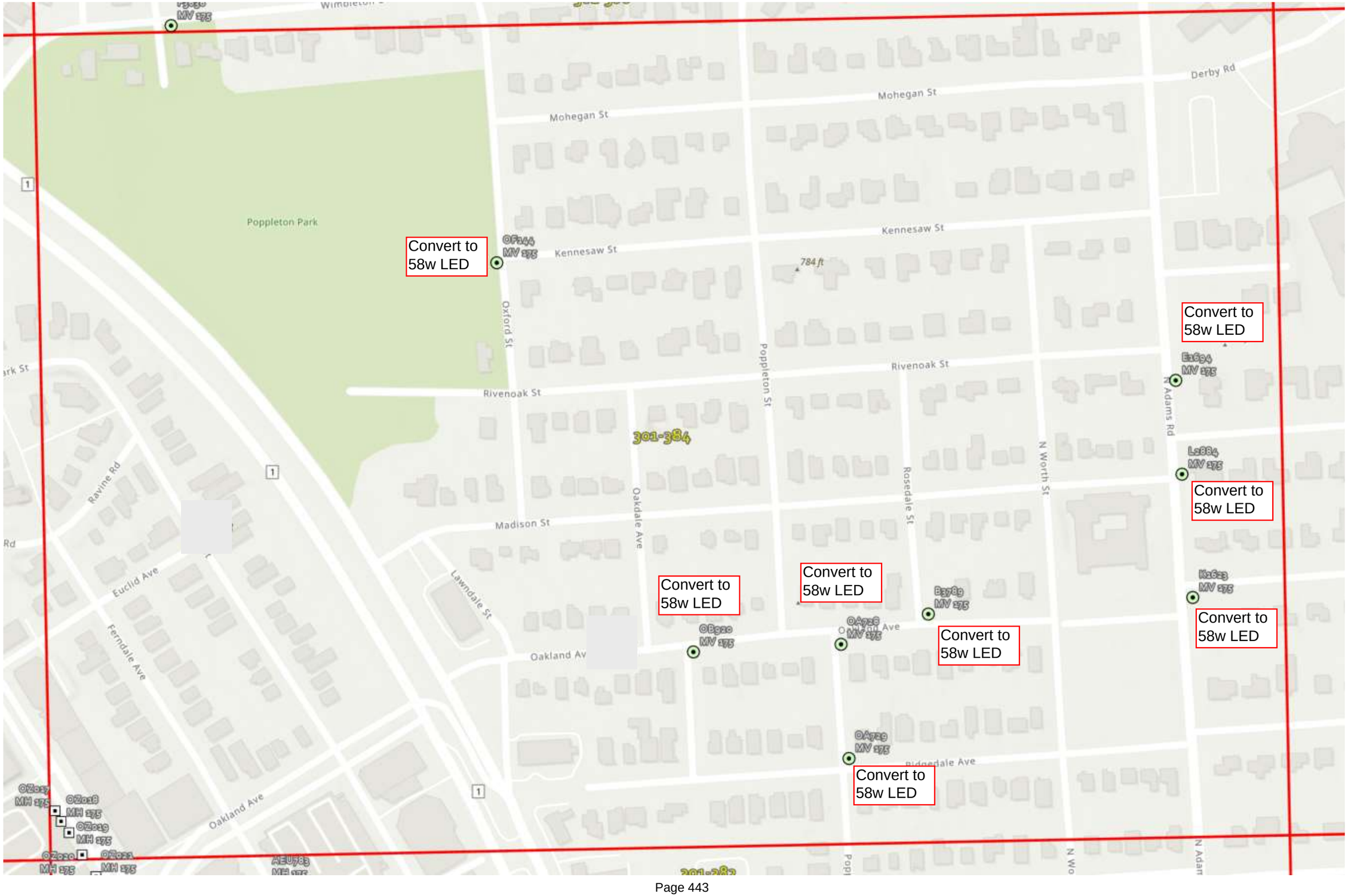
301-380


Convert to 58w LED
OA735 MV 175
Convert to 58w LED
OA734 MV 175
Convert to 58w LED
OA651 MV 175
Convert to 58w LED
K5085 MV 175
Convert to 58w LED
Va38a MV 175
Convert to 58w LED
Va38a MV 175
Convert to 58w LED
Convert to 58w LED
OE998 MV 175
Convert to 58w LED
U6894 MV 175
301-380
Convert to 58w LED
V2284 MV 175
OD995 MV 175
Convert to 58w LED
Convert to 58w LED
OD935 MV 175
Convert to 58w LED
OU768 MV 175
Convert to 58w LED
La829 MV 175
OD994 MV 175
Convert to 58w LED
Convert to 58w LED
Va538 MV 175
Convert to 58w LED
OV691 MV 175
(1) 175MV Convert to 68w LED
OD993 MV 175
Convert to 58w LED
Barnum Park
St James Park
765 ft
753 ft
W Frank St
W Lincoln St
E Lincoln St
George St
Haynes St
Ruffner Ave
Humphrey Ave
Ann St
Purdy St
Floyd St
Clark St
Lincoln Ct
Cedar Dr
Edgewood St
Grant St
Henrietta St
Pierce St
S Old Woodward Ave
S Worth St
S Adams Rd

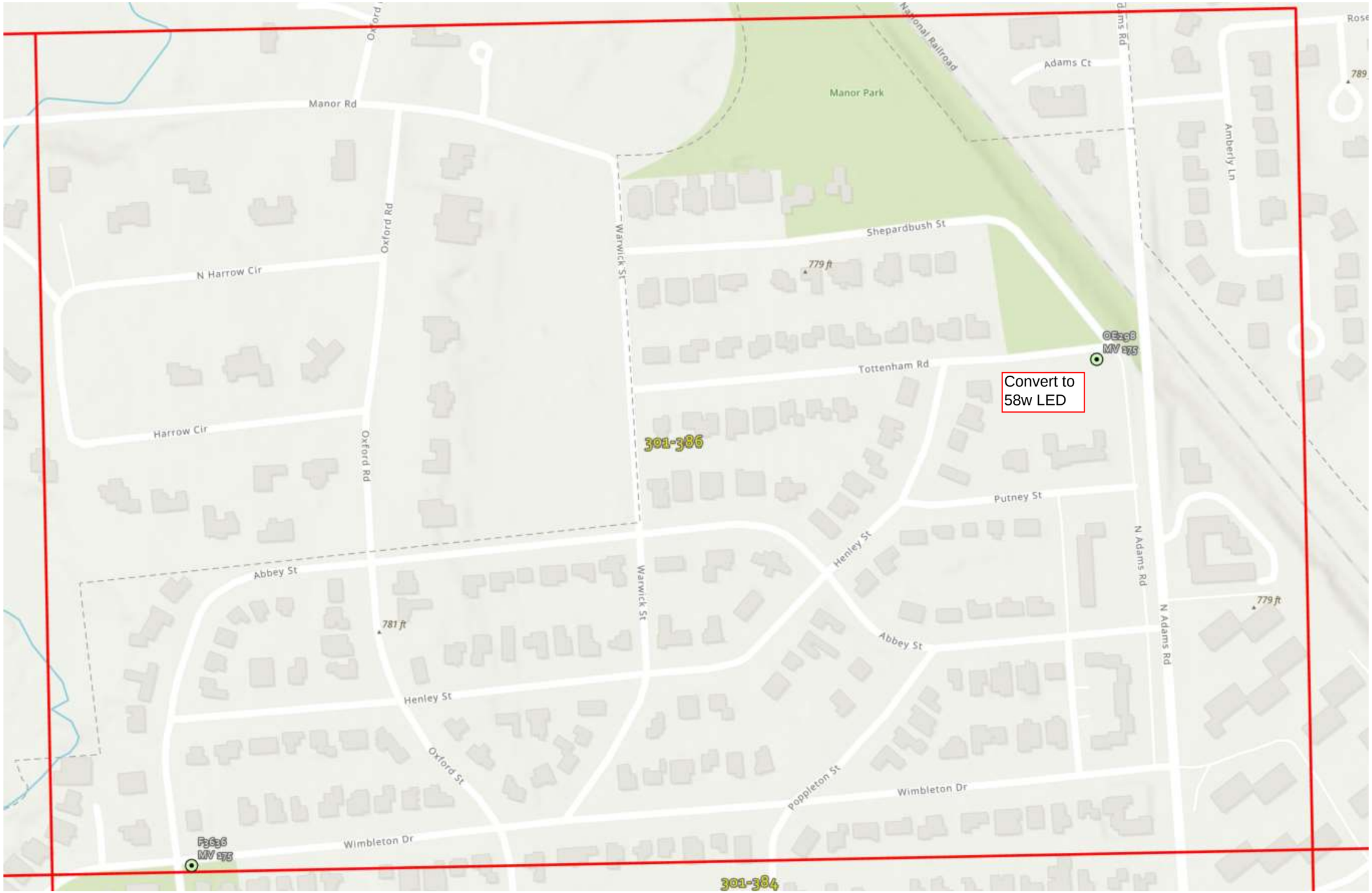
301-382


(2) 175MV
Convert to 68w LED
(1) 175MV
Convert to 68w LED
Convert to
58w LED
(3) 175MV
Convert to 68w LED
(1) 175MV
Convert to 68w LED
(2) 175MV
Convert to 68w LED
(2) 175MH
Convert to 68w LED
(1) 175MV
Convert to 68w LED
Convert to
58w LED
Convert to
58w LED
Convert to
58w LED
Convert to
58w LED
OH684
MV 175
OA653
MV 175
301-382
W Maple Rd
E Maple Rd
Knox St
Forest Ave
E Brown St
Chestnut St
Hazel St
Bowers St
E Merrill St
Villa Rd
Poppleton St
N Worth St
N Adams Rd
S Adams Rd
Elm St
S Old Woodward Ave
Daines St
Henrietta St
Pierce St
Birmingham

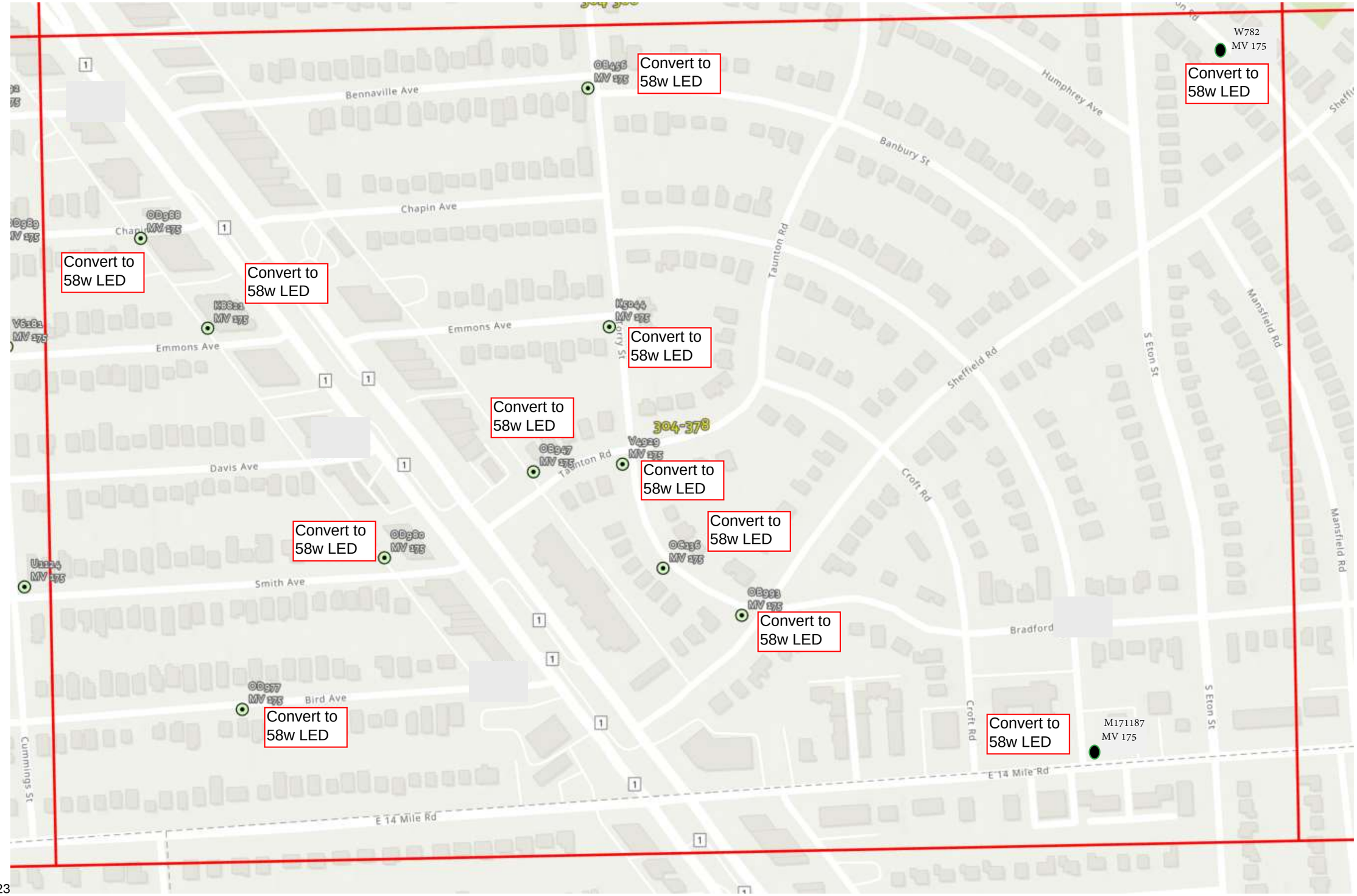
301-384


Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Mohegan St
Mohegan St
Derby Rd
Poppleton Park
Kennesaw St
Kennesaw St
784 ft
Oxford St
Poppleton St
Rivenoak St
Rivenoak St
301-384
Madison St
Oakland Ave
Oakland Ave
Ridgedale Ave
Rosedale St
N Worth St
N Adams Rd
Ravine Rd
Euclid Ave
Ferndale Ave
Lawndale St
Oakdale Ave
Rd
ark St
1

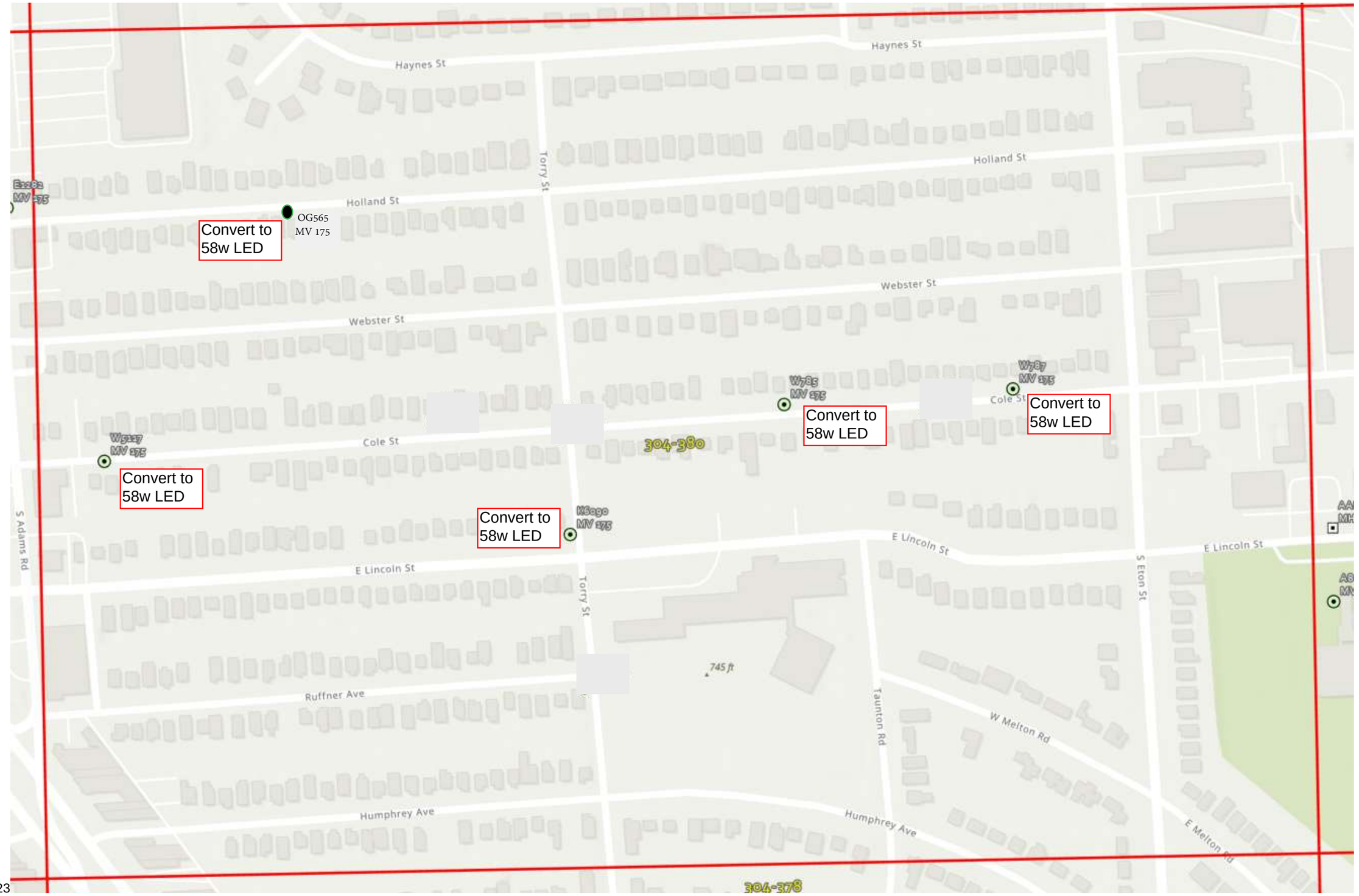
301-386


Manor Rd
Oxford Rd
N Harrow Cir
Harrow Cir
Manor Park
National Railroad
Adams Ct
Adams Rd
Amberly Ln
Shepardbush St
779 ft
Warwick St
Tottenham Rd
OE:g8
MV 375
Convert to
58w LED
301-386
Putney St
Henley St
N Adams Rd
779 ft
Abbey St
781 ft
Henley St
Oxford St
Poppleton St
Wimbleton Dr
Wimbleton Dr
Pg3g6
MV 375
301-384

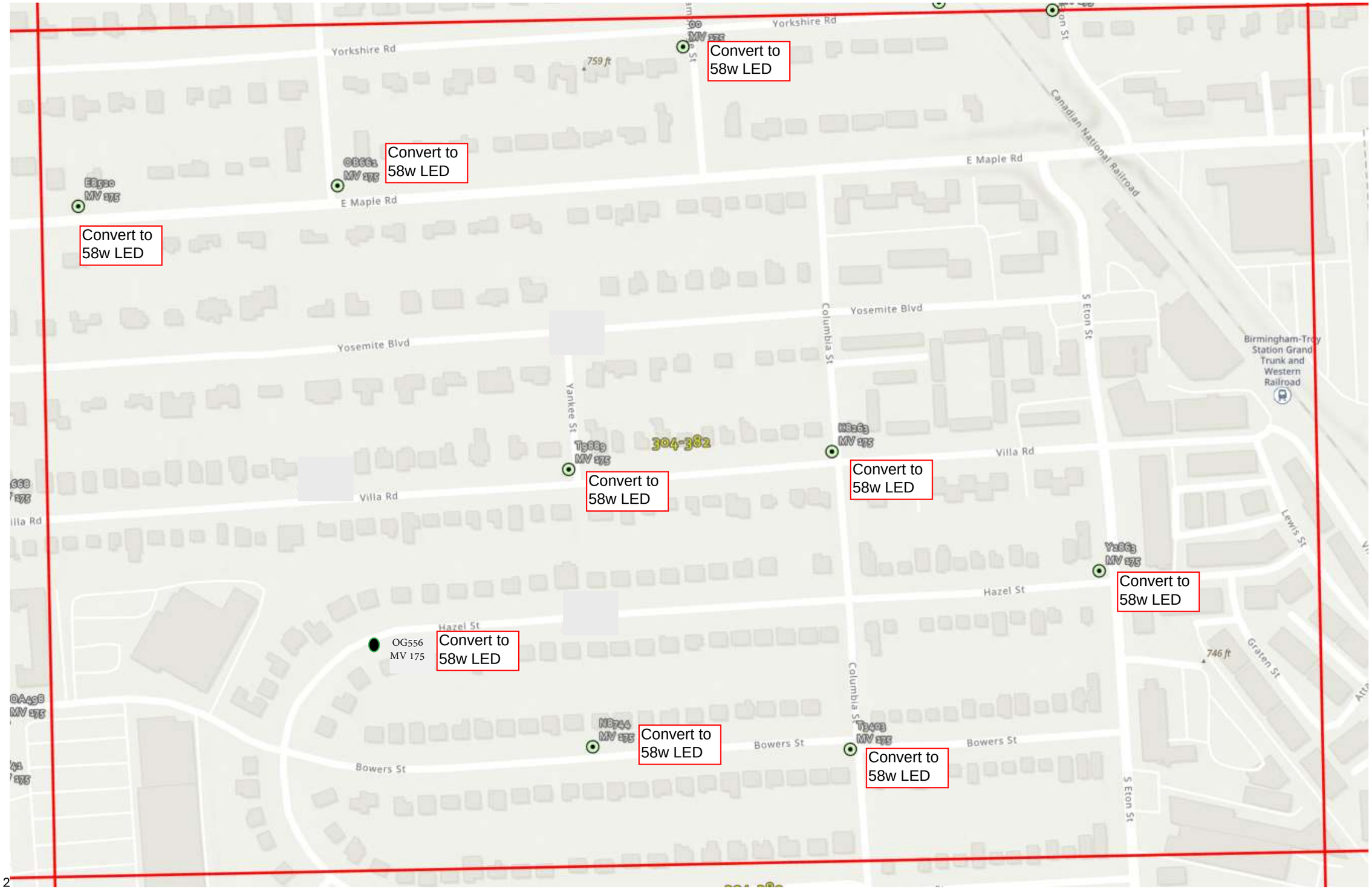
304-378


Bennaville Ave
Chapin Ave
Emmons Ave
Davis Ave
Smith Ave
Bird Ave
E 14 Mile Rd
Bradford
Banbury St
Taunton Rd
Croft Rd
Sheffield Rd
Humphrey Ave
S Eton St
Mansfield Rd
Cummings St
304-378
W782
MV 175
M171187
MV 175
Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
Convert to 58w LED
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Convert to 58w LED
Convert to 58w LED

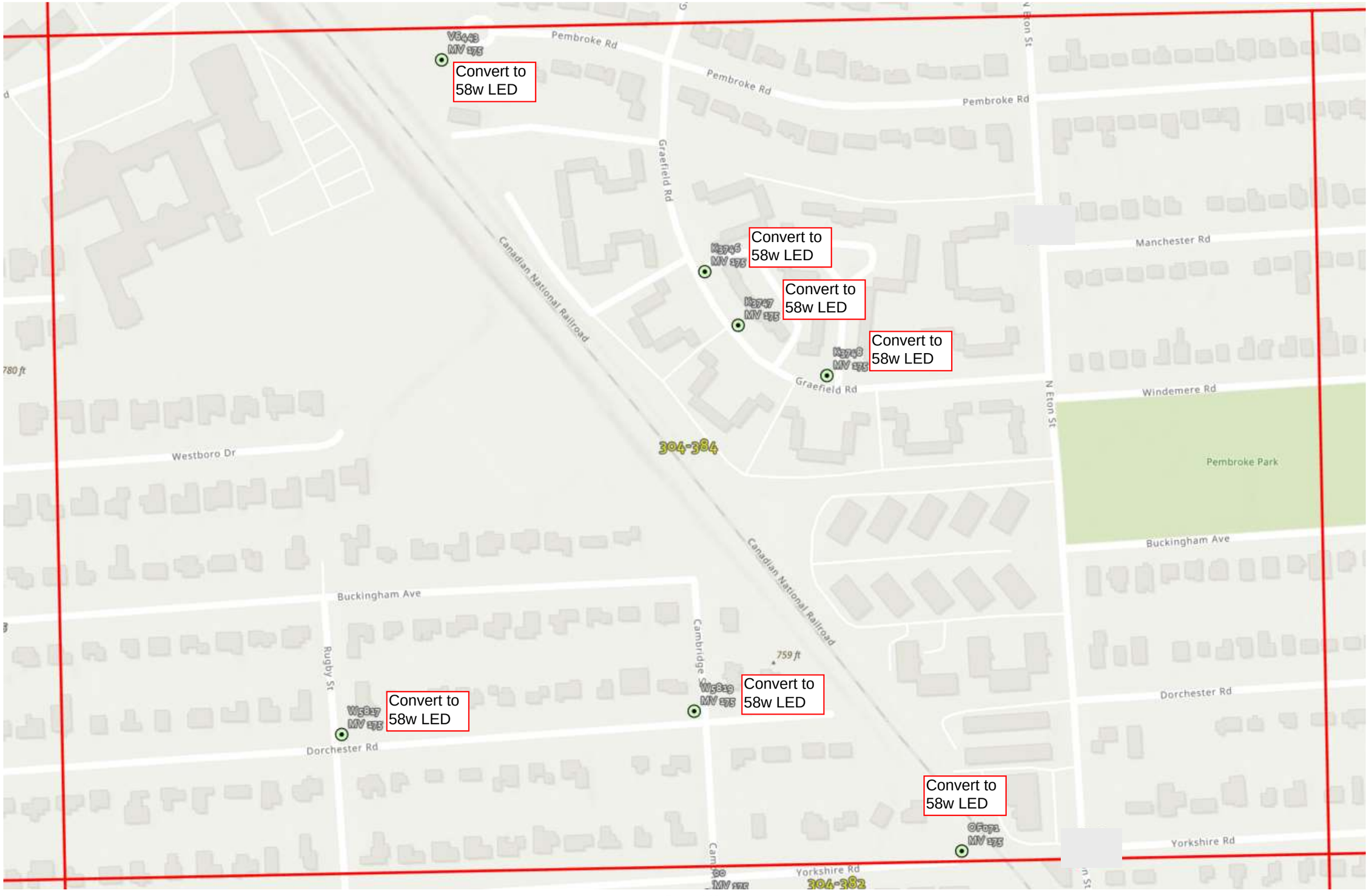
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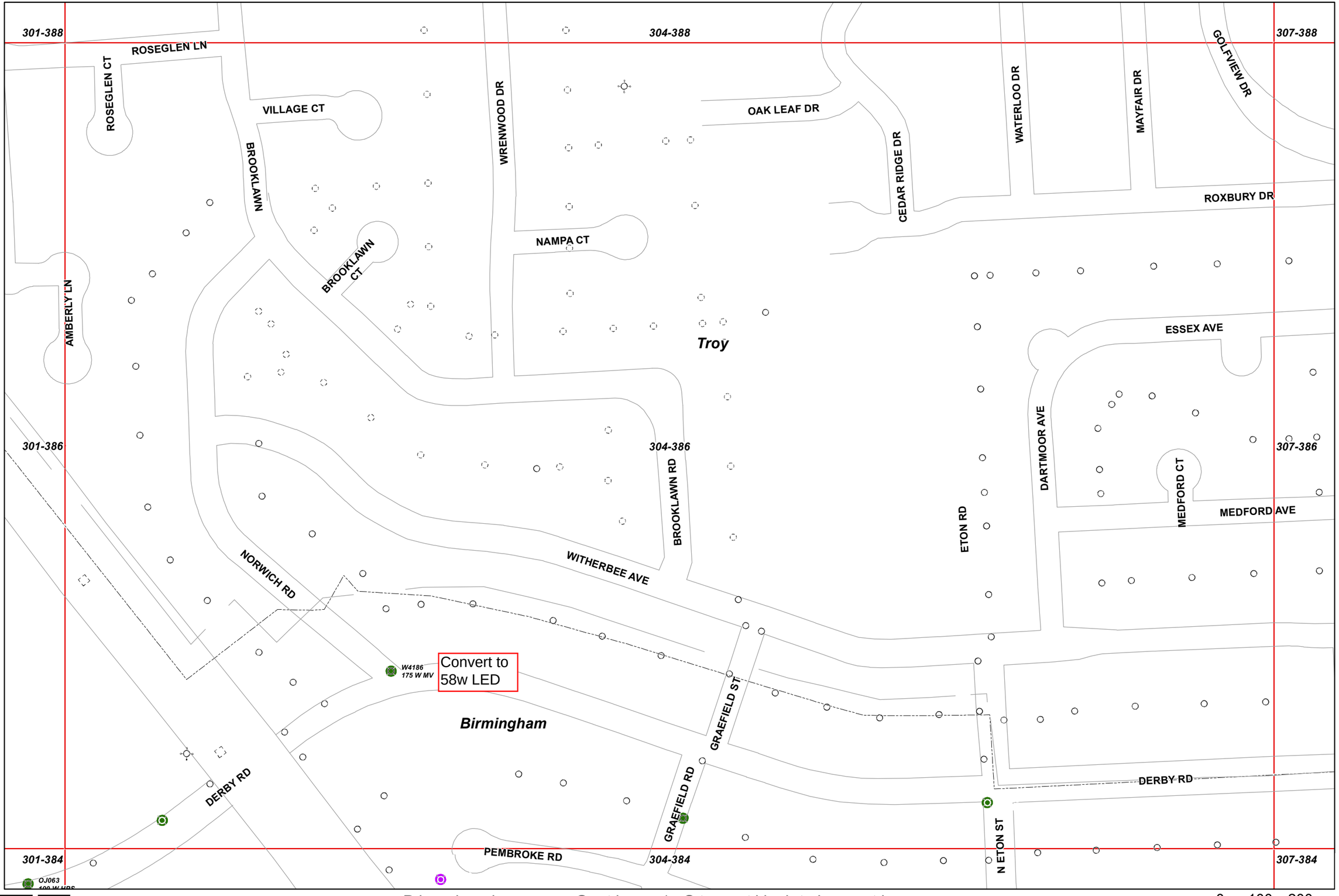

Haynes St
Haynes St
Holland St
Holland St
Torry St
Webster St
Webster St
Cole St
Cole St
304-380
OG565
MV 175
Convert to
58w LED
W785
MV 175
Convert to
58w LED
W787
MV 175
Convert to
58w LED
W927
MV 175
Convert to
58w LED
K860
MV 175
Convert to
58w LED
S Adams Rd
E Lincoln St
E Lincoln St
E Lincoln St
Torry St
S Eton St
745 ft
Ruffner Ave
Taunton Rd
W Melton Rd
E Melton Rd
Humphrey Ave
Humphrey Ave
304-378

304-382


Yorkshire Rd
759 ft
Convert to 58w LED
Convert to 58w LED
E Maple Rd
Convert to 58w LED
Canadian National Railroad
Yosemite Blvd
Columbia St
S Eton St
Birmingham-Troy Station Grand Trunk and Western Railroad
304-382
Villa Rd
Convert to 58w LED
Convert to 58w LED
Lewis St
Hazel St
Convert to 58w LED
746 ft
Graten St
Bowers St
Convert to 58w LED
Convert to 58w LED

304-384


V6443
MV 175
Convert to 58w LED
Pembroke Rd
Pembroke Rd
Pembroke Rd
Graefield Rd
Canadian National Railroad
N3946
MV 175
Convert to 58w LED
N3947
MV 175
Convert to 58w LED
N3948
MV 175
Convert to 58w LED
Graefield Rd
Manchester Rd
N Eton St
Windemere Rd
Pembroke Park
304-384
Westboro Dr
Buckingham Ave
Rugby St
W5837
MV 175
Convert to 58w LED
Dorchester Rd
Cambridge St
759 ft
W5839
MV 175
Convert to 58w LED
Canadian National Railroad
Buckingham Ave
Dorchester Rd
Convert to 58w LED
O5073
MV 175
Yorkshire Rd
Yorkshire Rd
304-382



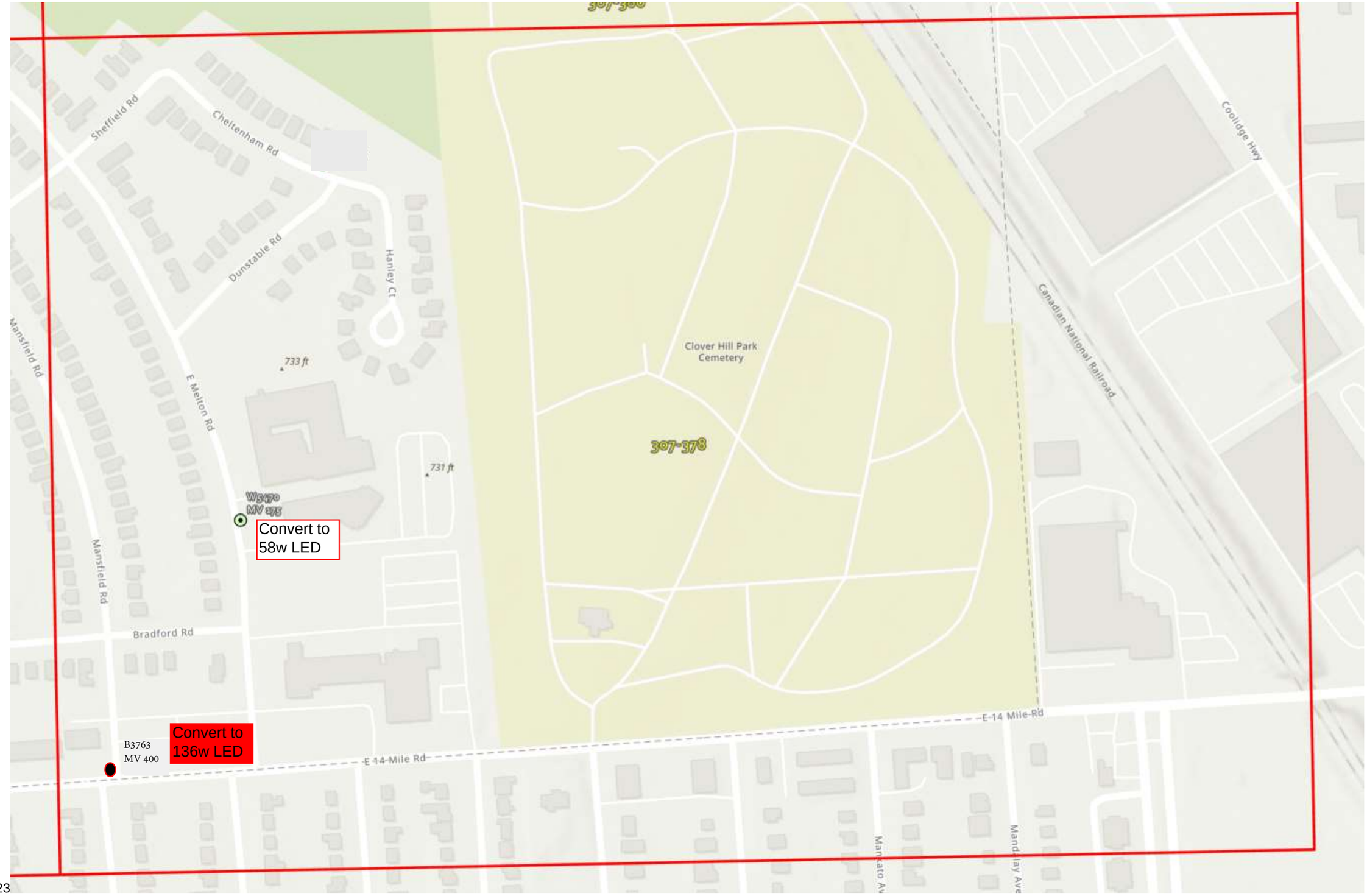
Birmingham - Option 1 Streetlight Locations

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0 100 200 Feet

10/7/2022 304-386

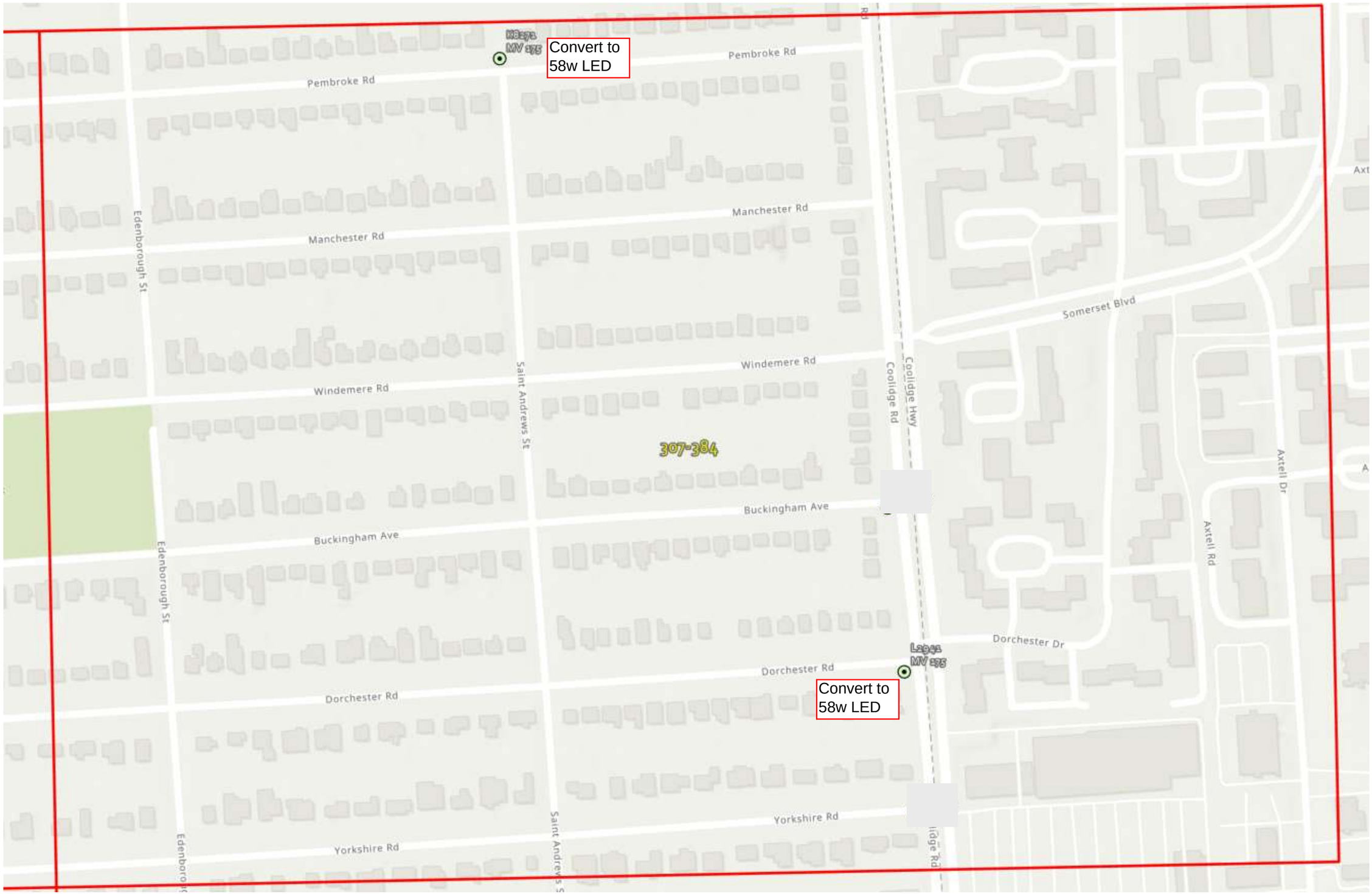
307-378


307-378
Sheffield Rd
Cheltenham Rd
Dunstable Rd
Hanley Ct
Mansfield Rd
E Melton Rd
733 ft
731 ft
Clover Hill Park Cemetery
307-378
Canadian National Railroad
Coolidge Hwy
W3490
MV 375
Convert to 58w LED
Bradford Rd
B3763
MV 400
Convert to 136w LED
E 14 Mile Rd
E 14 Mile Rd
Mandalay Ave

307-380


Doyle Dr
729 ft
741 ft
Midtown Sq
Industrial Row Dr
Cole St
Commerce St
Canadian National Railroad
307-380
Coolidge Hwy
E Lincoln St
A8034
MV 373
Convert to
58w LED
Forest Hills Ln
Kenning Park
736 ft
729 ft
Meijer Dr

307-384


Convert to
58w LED
Pembroke Rd
Manchester Rd
Windemere Rd
Buckingham Ave
Dorchester Rd
Yorkshire Rd
Edenborough St
Saint Andrews St
Coolidge Rd
Coolidge Hwy
Somerset Blvd
Axtell Rd
Axtell Dr
Dorchester Dr
307-384
Convert to
58w LED

BIRMINGHAM
A WALKABLE CITY

April 2026 City Manager's Report

Baldwin Public Library

Library Board
The Library Board met on Monday, April 20 at 7:30 p.m. for its regular meeting. The Board approved updates to several existing policies and approved a new Artificial Intelligence Tools Policy. The full Library Board packet can be viewed online.

Strategic Plan 2025-2028 Update
A report on the second quarter progress of Baldwin Public Library's Strategic Plan can be viewed online.

Library Tours
If you'd like to learn even more about the library, join Director Rebekah Craft for a Behind the Scenes Tour. You'll visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the library's atrium on Monday, May 18 at 6 p.m.

Idea Lab: The Grand Tour
Have you always wondered what the Idea Lab is all about, but were afraid to ask? On Wednesday, May 6 at 7 p.m., Jeff will take you on a tour of the Idea Lab, including a quick demo of our exciting equipment. Registration required.

Upcoming events of interest

De-Cluttering for Spring
Thursday, April 30, 2026, 6:30-8 p.m.
Join us for a motivating, big-picture workshop focused on practical strategies for de-cluttering your space. Mindset shifts and achievable next steps will be spotlighted in this 90-minute program.

Top Ten Strategies for Parenting Children & Teens with ADHD/Executive Function Challenges with Dana Serling
Thursday, April 30, 2026, 7-8 p.m.
ADHD and Executive Function challenges impact learning, motivation, behavior and the family system. We have learned so much in the past ten years to help ease the path for children with challenges at school and home. This presentation covers the essential strategies parents must implement to help their children survive and thrive. You will learn about the best support for your child, the facts about ADHD beyond the diagnosis, an understanding of Executive Function development, and how to best prepare you and your children for the journey ahead.

Free Comic Book Day
Saturday, May 2, 2026, all day

It's Free Comic Book Day and Comics Giveaway Day at local comic shops and BPL. Swing by the library, pick up a comic and vote for the best comic book character. We'll have comics for kids, teens, and adults on a first come, first served basis. One comic book per person, please.

May the 4th Take Home Kit
Monday, May 4, 2026, all day
Celebrate Star Wars Day with a take home activity kit! First come, first served starting at 9:30 a.m. Kits cannot be reserved ahead of time.

Fungi of Michigan
Monday, May 11, 2026, 6:30–8 p.m.
Enter the kingdom of fungi with Lorenzo Lo Piccolo! Lorenzo has been foraging and studying fungi for over 20 years and will lead us on this journey. The presentation is accompanied by a curated collection of Michigan fungi (mini fungarium) to provide an additional sensory experience.

Friends of the BPL Spring Book and Media Sale
Saturday, May 16, 2026, 10 a.m. – 4:30 p.m.
Sunday, May 17, 2026, 12:30 p.m. – 4 p.m.
Shop fresh new inventory on the lower level of the library, and prep your home library for summer reading!

Learn more about these events and other programs coming to Baldwin at baldwinlib.org/calendar.

Birmingham Museum

Museum Events in May

Spring is here, and recognition of our local history during America's 250th is picking up speed!

- May 1: They Changed Birmingham Display at City Hall – Our selected historic person of distinction in May is the indomitable Martha Baldwin. Baldwin founded Birmingham's library, championed women's and children's public health, organized local support for women's suffrage, led the effort to beautify Birmingham and form public parks, left her personal fortune to build an exemplary high school, and pushed the men of the village council to take her ideas seriously, even though she did not have the right to vote. The woman who in many ways "started it all" in Birmingham will take her place in City Hall for the remainder of 2026.
- May 3: Farmers Market - The museum is gathering family recipes for its 2026 online Birmingham cookbook, and you can contribute your family favorite via Engage Birmingham or with a paper form. Find more information at the Farmers Market, beginning in May.
- May 7-28: Second Grade School Tours – Each year, the museum hosts the second grade classes from Birmingham Public Schools for their annual local history field trip. The program is specially designed to provide a child-centered experience that focuses on critical thinking. Students are invited to bring their parents back at a later time at no charge and "be the tour guide," and each year more students take the challenge!
- May 9: Star Spangled Greenwood Cemetery Tour –This year's tour of our historic cemetery will include a commemoration of America's 250th. The tour begins at 1 p.m. and is $10 per person at the gate.
- May 17: Celebrate Birmingham Parade – The museum will be marching right behind the Fire Department with the City's historic 1924 La France fire engine as we celebrate Birmingham history since it was settled in 1818.
- May 25: Memorial Day Special Recognition of Peabody Family Military Service – The museum is teaming up with the Daughters of the American Revolution to commemorate our history through a local family that has served America's military since the Revolutionary War. The program takes place at Shain Park from 10-11 a.m., and the museum will be open at no charge following the program until 1 p.m. with an in-depth look at the Peabody family's generations of service over the last 250 years.

Birmingham Shopping District

Broker Roundtable Event

The Birmingham Shopping District (BSD) welcomed approximately 45 attendees during its March 25, 2026 Broker and Property Owner Roundtable event. BSD Executive Director Bassett and City Planning Director Dupuis presented a variety of business resources, master plan updates, and more including:

- Resources for Opening a Business
- Available Properties List
- New Business Guide
- 3D Virtual Tour
- Downtown Guide
- Recruitment Resources
- Retail Target List (target categories: apparel, gift/lifestyle, experiential)
- New Business Report
- The Birmingham Plan 2040
- Birmingham Green: Healthy Climate Plan
- Historic Preservation Master Plan
- Wayfinding and Signage Master Plan

Birmingham Farmers Market and Upcoming Special Events:

The Birmingham Shopping District's (BSD) Special Events committee and staff team are busy planning and coordinating a full line-up of spring and summer events! All are invited to join us for the Birmingham Farmers Market Opening Day Celebration on Sunday, May 3, 2026 from 9 a.m. – 2 p.m. Shop over 50 local vendors and enjoy live music, kids' activities, food trucks and more. We will also be giving away free reusable tote bags (while supplies last). View all upcoming events by visiting the BSD Event Calendar.







Volunteer Opportunities:

For those looking for a fun way to give back to the community or complete volunteer service hours, the BSD offers a variety of opportunities for ages 14+ at our events throughout the year. Volunteer shifts and duties vary, offering flexible options to fit a variety of schedules and interests. Learn more at downtownbirmingham.com/volunteer.

Building Department

Board of Zoning Appeals (BZA)

There were two cases on the April 14, 2026 Board of Zoning Appeals regular meeting agenda, however the first case was postponed to May, and the other was withdrawn.

1. 34952 Woodward & 690 E. Maple: The property owner is requesting a variance regarding the height and number of stories to construct a new mixed-use building. The appeal was postponed to the May BZA meeting.

2. 1263 Brookwood: The property owner requested a variance on the required setback distance between an attached garage and the front elevation. The applicant withdrew the request; the appeal was not heard.

Online Permit Applications
In the month of March we processed 259 permits online, bringing this year's total permits processed electronically to 767.

Monthly Report
The Building Department's monthly report shows the previous month's permit activity, along with charts showing the building permit activity trend over the past year.

City Clerk's Office

Birmingham launches "I Voted" sticker contest
The City of Birmingham is inviting residents to showcase their creativity by participating in an 'I Voted' sticker contest for the upcoming August State primary election and November general election! Birmingham residents can submit their design through the City's public engagement platform, Engage Birmingham, now through May 4, 2026, at bhamgov.org/stickercontest or engage.bhamgov.org/i-voted-sticker-contest.

Submissions must be completed using the official sticker template entry form available on Engage Birmingham and will be accepted in the following age categories: Kindergarten through 8 years; 9-12 years; 13-17 years; and 18+. Parents may submit designs created by their children; one design per artist will be considered. From May 11 through June 15, the community will have the opportunity to vote for their favorite design in each category.

Winning designs will be printed on stickers and distributed to voters at the polls during the Aug. 4 and Nov. 3, 2026 elections while supplies last. Winning artists will be recognized in City publications, and provided with a supply of stickers featuring their design. Learn more about the contest and submission requirements at bhamgov.org/stickercontest.

Parade

The 2026 Celebrate Birmingham Hometown Parade & Party takes place on May 17, 2026 and brings our community together each year. We would love for you to be part of it! Whether your organization joins the parade, hosts a hands-on activity during the party in Shain Park, or becomes an official sponsor, every contribution helps make this event fun, inclusive and unforgettable for Birmingham families.

🎈 Want to Participate in the Parade, Party, or both? Registration ends May 1, 2026
Participation in the parade or party in Shain Park is free! Simply provide a child-friendly craft or interactive activity in Shain Park during the event, or sign up your group to walk in the parade. Be sure to sign up soon, as the registration deadline is approaching.

🥁 Join us in celebrating Birmingham and helping to create a hometown tradition our community loves on May 17, 2026 from 1 p.m. to 4 p.m. rain or shine! For more information and registration, visit bhamgov.org/parade today!

Elections:
Upcoming elections will be held on August 4, 2026 for the State Primary, and November 3, 2026 for the General Election.

In 2025, Birmingham consolidated its precincts from nine locations to five. Follow this link to view a map of the official polling locations.

As always, we are happy to see Birmingham voters at the polls on Election Day! However, if you will be going out of town or wish to obtain an absent voter ballot, one can be requested online at mi.gov/vote. Voters interested in receiving a ballot in advance of every election moving forward can request to join the permanent ballot list at any time at mi.gov/vote.

Voters who are subscribed to receive an absentee ballot application before each election should expect to see those forms in their mailboxes in late May. This will be the last mailing of absentee ballot applications. Voters on the absentee ballot application mailing list will be notified and given the option to continue on the permanent ballot list going forward. Eliminating the application list is an efficiency and cost saving measure. With mail delays, it is recommended that voters wishing to vote by mail opt into the permanent ballot list to receive their ballot directly, eliminating a step in the process and avoiding additional mailing delays.

Official ballots received by mail can also be voted in person at your assigned Birmingham polling location on Election Day or at the early voting sites during the nine days of early voting. Find more information about early voting here.

Drop Box Locations

- 151 Martin Street - City Hall
  - Drive Up entrance From Henrietta
    - Available 24/7
  - In the flower bed at the south entrance to City Hall
    - Available 24/7, 40-days leading up to an election
  - Clerk's Office Counter
    - Available during office hours, M-F 8:00 a.m. to 5:00 p.m., 40-days leading up to an election
- 572 S. Adams Road - Fire Station #1
  - West side of the building to the right of the bay doors
    - Available 24/7, 40 days leading up to an election

August 4, 2026 **State Primary**	**Important Election Deadlines**	**November 3, 2026** **General Election**
Thursday, June 25, 2026	Absentee Ballots available & Permanent Absentee Voter Ballots are mailed	Thursday, September 19, 2026
Tuesday, July 21, 2026 through Election Day	Same-day voter registration with your local clerk, proof of residency required	Tuesday, October 20, 2026 through Election Day
Friday, July 24, 2026	5 p.m. deadline for electors to submit a written request to spoil their absent voter ballot and receive a new absent voter ballot by mail. And, deadline for electors who have returned their absent voter ballot to submit a written request in person to spoil their absent voter ballot and receive a new absent voter ballot in the City	Friday, October 23, 2026

	Clerk's Office.	
Saturday, July 25, 2026 through Sunday, August 2, 2025	Early Voting	Saturday, October 24, 2026 through Sunday, November 1, 2026
Friday, July 31, 2025	5 p.m. deadline for clerks to send an absent voter ballot via First Class mail.	Friday, October 30, 2026
Monday, August 3, 2026	4 p.m. deadline for electors who have lost their absentee ballot or not yet received their ballot in the mail to submit a written request to spoil their absent voter ballot and receive a new absent voter ballot in the City Clerk's Office. And, deadline for a registered voter to apply for an AV ballot in person at the City Clerk's Office.	Monday, November 2, 2026
Tuesday, August 4, 2026	**7:00 a.m. - 8:00 p.m.** **Election Day**	**Tuesday, November 3, 2026**
Friday, August 7, 2026	5 p.m. deadline for voter to cure the signature on AV ballot return envelope, allowing an otherwise valid ballot to be accepted for tabulation	Friday, November 6, 2026
Monday, August 10, 2026	Deadline for a ballot submitted by a MOVE voter and postmarked on or before Election Day to be deemed timely received and counted.	Tuesday, November 10, 2026
Tuesday, August 11, 2026	Deadline for county clerks to notify precinct delegates elected at August Primary; certify delegate names and addresses to chairpersons of county committees.	N/A

Important News:

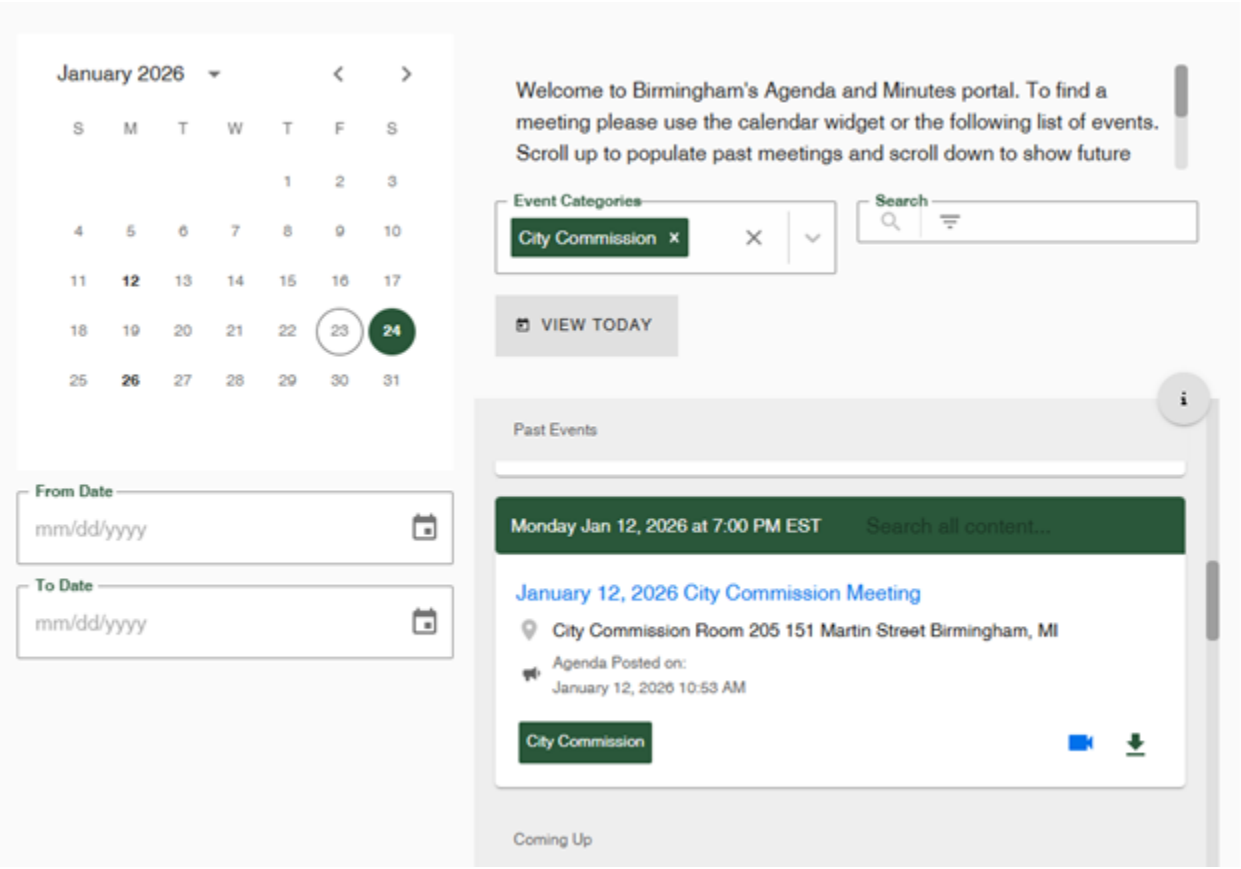
A new U.S. Postal Service (USPS) rule took effect on December 24, 2025, which states "the presence of a postmark on a mailpiece confirms that the Postal Service was in possession of the mailpiece on the date of the postmark's inscription; the postmark date does not inherently or necessarily align with the date on which the Postal Service first accepted possession of the mailpiece" (Postal Service 39 CFR Part 111).

The Clerk's Office would like to highlight this point for any citizens who rely on postmarks for various reasons. The drive-up drop boxes located at the southeast corner of City Hall are open year-round for the collection of City documents. No postage is required when using the drop box.

For domestic military and overseas voters, please be especially mindful of this as you return election materials. Be sure to return your election mail as early as possible to account for physical transportation delays as well as the possibility of a delayed postmark.

Viewing Meeting Materials Online:

The City Clerk's Office has rolled out a new platform for City Commission and most City board agendas and minutes hosted by CivicPlus. If you are familiar with the bhamgov.org/commission webpage, then you are likely familiar with the rows of City Commission meeting dates and accompanying information. While all of this information will still be available to you, the user interface is changing (sample below):



Access a guide to using the new portal here.

Greenwood Cemetery & Greenwood Cemetery Advisory Board (GCAB)

The next meeting for the Greenwood Cemetery Advisory Board is scheduled for May 1, 2026. To view GCAB agendas and minutes, visit bhamgov.org/GCAB.

For those visiting the cemetery and placing decorations for loved ones, it is important to be aware of the Greenwood Cemetery Operational Procedures, Conditions & Regulations, specifically sections II, III, and V.

Board of Ethics

Stay tuned for announcements regarding the next scheduled Board of Ethics meeting. At this time there are no opinion requests or complaints to be processed. To view the Ethics Board agendas and minutes, visit bhamgov.org/ethics.

Board Appointments

The City of Birmingham is looking for dedicated individuals who want to give back to their community by serving on one of our many boards or committees, which make recommendations that shape the City's future. It's a great way to get involved in your community, meet new people and make a positive impact. Visit bhamgov.org/boardopportunities to view all available openings and apply at bhamgov.org/boardapplication.

City Manager's Office

400 E. Lincoln

On January 26, 2026, the City Commission passed a resolution in support of the City Manager's request to proceed under the terms of the May 2023 Memorandum of Understanding between the City and Next to make renovations, upgrades and cosmetic improvements to the existing building at 400 E. Lincoln in support of Next moving into the building in May 2027. Next will be using the entire first floor of the building for its operations.

The City hired Neumann Smith Architects to prepare design documents for the building. The City and Next have met with Neumann Smith on multiple occasions, including site visits to 400 E. Lincoln, to develop a building design aligned with the senior millage budget approved by Birmingham voters in November 2023. Neumann Smith will bring a preliminary design for City Commission review in May 2026.

Once design documents are approved, Neumann Smith will move on to the next phase of creating construction documents.

Communications

ENGAGE BIRMINGHAM

There has been a flurry of activity on the City's public engagement platform, Engage Birmingham, with three new projects in April. Residents have visited the platform to share feedback on park improvements at St. James and Kenning parks, the zoning ordinance update, and they have designed stickers for the "I Voted" sticker contest. Access these surveys and more at engage.bhamgov.org.

May Around Town e-newsletter

The communications team is working on the May edition of the Around Town e-newsletter, which will include information about the DPS Open House, Celebrate Birmingham Hometown Parade, Birmingham Ice Show, playground improvement projects, In the Park Summer Concerts, golf course updates, new businesses and more. Follow this link to view the April edition.



Receive updates from Birmingham

Receive the latest news from Birmingham by signing up to receive our newsletter and alerts at bhamgov.org/enews. Subscribers receive important information specific to their neighborhood, emergency alerts and our newsletter featuring upcoming events, meetings, City projects, developments and more. Also follow us on Facebook and Instagram @BhamGov, and visit bhamgov.org/communications to view all City communication tools.

GovPilot Concern Topics Quarterly Update

The table below shows a breakdown of concern topics submitted from Jan. 1 through March 31, 2026.

Concern Type	Count
Pothole	76
Snow & Ice Removal - Sidewalk	38
Other	33
Sidewalk & Right of Way Restoration Complaint	9
Snow & Ice Removal - Street	7
Trip Hazard in City Sidewalk	7
Dead/Fallen Tree or Large Branches	5
Construction Site Fence Concern	4
Loud Noise	4
Property Maintenance Residential	4
Street Light Out	4
Trash Can Left Out	4
Animal Remains in Road	3
Construction Site General Complaint	3
Garbage - Waste at Curb Early	3
Leaf Collection	3
Street Sign Repair	3
Water Main Leak	3
Clogged Storm Drain	2
Construction Work Without Permits	2
Parking - Structures	2
Rodents (Outdoors)	2
Trash Not Picked Up	2
Water Service Interruptions	2
Yard Flooding	2
City Tree Assessment Request	1
Commercial Signs	1
Construction Work After Hours	1
Fire Hydrant Leak	1
Parking - Meters	1
Parking - Public Parking Lots	1
Parks - Trash/Debris	1
Property Maintenance Commercial	1
Recycling Not Picked Up	1
Road Closures	1
Roadway Flooding	1
Sewer Service Interruptions	1
Street Signage	1
Trash/Litter on Private Property	1
Zoning Infractions	1
Total	242

Department of Public Services

St. James and Kenning Park Improvements

The Parks Department together with OHM Advisors have been actively engaged in the initial phases of the design process for St. James and Kenning parks. To date, the team has completed preliminary site evaluations and begun developing conceptual design elements based on existing conditions and project goals. Coordination between the Parks Department and OHM has been consistent, ensuring alignment on scope, timelines, and overall vision for both parks.

Community engagement efforts are also underway. A project survey was available on Engage Birmingham through April 24 to gather input from residents, and a public planning session was hosted on April 14th prior to the Parks and Recreation Board meeting. Feedback from these efforts will play an important role in shaping the design concepts as they move forward.

We are currently moving into the next phase, which will include further refinement of design concepts based on input received and internal review. At this time, the project remains on schedule, and we anticipate continuing steady progress over the coming weeks.

Poppleton Park Playground

The old playground equipment has been removed and the new play equipment has been delivered to Poppleton Park, sooner than expected! Parking designs for ADA compliance are currently underway. Once parking plans are approved by the City, the contractor intends to begin the installation work as soon as possible.

2026 Tree Purchase and Plant Project

The DPS Forestry Division received bids on April 21 for its 2026 tree planting project, which will take place in three phases—spring, fall, and a special September planting of 250 trees to commemorate the United States Semiquincentennial—and will include approximately 800 trees across 49 species and cultivars, including native varieties to diversify the City's urban forest and fill canopy gaps along streets, in parks, and on City properties. The project is expected to be on the May 4 City Commission meeting agenda.

2026 Arbor Day Celebration

The City is celebrating Arbor Day twice in 2026! The official ceremony was held on Thursday, April 23, where City staff and their children planted two native trees (a baldcypress and swamp white oak) at Martha Baldwin Park as part of Birmingham's Bring Your Child to Work Day celebration.

An additional tree planting was performed on Friday, April 24, the nationally recognized Arbor Day, at Derby Tank Park. Derby Middle School's Ecology Club helped celebrate the day by assisting DPS staff in planting a sugar maple, both paying homage to a native tree in Michigan and further commemorating the semiquincentennial of the United States (at the location of where sugar maples were tapped for maple syrup production earlier this year by DPS staff).

Engineering Department

A resident letter regarding the condition of Baldwin Court is included in the April 27, 2026 City Commission agenda packet. Baldwin Court is an unimproved dead-end street located in the Quarton Lake neighborhood.

In late March, the Engineering Department was asked to provide information on the PASER rating for Baldwin Court. Staff confirmed that the street currently has a PASER rating of 2, indicating a poor condition.

While the 2026 and 2027 cape seal programs have already been designed and bid, the Engineering Department will evaluate Baldwin Court for inclusion in a future program year. In the interim, crews from the Department of Public Services have performed pothole patching on Baldwin Court in recent weeks to address immediate maintenance needs.

Residents are assured that the Engineering Department utilizes PASER ratings along with insight from DPS to prioritize streets for the cape seal program, with a focus on resurfacing those in poor condition first.

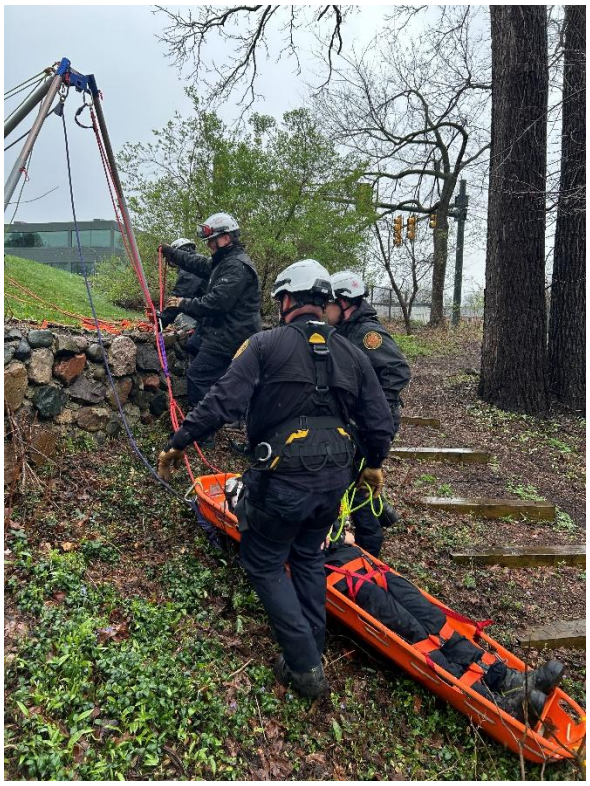
Fire Department

On April 15 and 16, the Birmingham Fire Department hosted the annual OAKWAY Technical Rescue Team deployment training.

Each day consisted of two training scenarios. The first scenario was a low-angle rescue simulating a victim recovery from the wooded trail, west of The Birmingham Museum. This scenario involved using a Stokes basket and rope evolution to assist rescuers in ascending difficult terrain. The second scenario involved removing a victim from a high-rise building by utilizing ropes and harnesses to package the victim in a Stokes basket; an attendant provided medical care while rappelling off the roof of the Birmingham Fire Department training tower.

The two-day training was attended by 40 personnel from other OAKWAY departments and nine members of the Birmingham technical rescue team.

OAKWAY is a mutual aid group consisting of 11 full-time fire departments in southeast Oakland County Birmingham, Bloomfield Township, Farmington Hills, Ferndale, Independence Township, Madison Heights, Rochester Hills, Royal Oak, Southfield, Waterford Regional (which includes the City of Pontiac), and West Bloomfield Township.





Human Resources

New Hires

The City of Birmingham extends warm congratulations to our newly hired employees as of April 14, 2026. Their skills, expertise and enthusiasm are a valuable addition to our team.

Department	Name	Position	Type
Police	Brandon Kwaitkowski	Police Officer	FT BPOA
Engineering	Mohanad Jafar	Civil Engineer	FT
Fire	Evan Holland	Firefighter Paramedic	FT BFFA
Golf	Austin Walker	Golf Operations Manager	FT
Golf	Ryan Pippin	Golf Maintenance/Service	Seasonal
Engineering	Mohamed Chamma	Public Works Inspector	Seasonal
Golf	Michael Maynard	Golf Maintenance/Service	Seasonal
Golf	Brian Jones	Golf Maintenance/Service	Seasonal
Golf	Michael Snyder	Golf Maintenance/Service	Seasonal
Golf	John Pierce	Assistant Golf Manager	Seasonal

April Hiring Anniversaries

The City of Birmingham celebrated the hiring anniversaries of several employees. We extend our heartfelt appreciation for their exceptional service and unwavering dedication. Their contributions are deeply valued and recognized.

Years Of Service	Employee		Department	Position
1	Morgan	Bayour	Library	Library Page
1	Jean	Khezarjian	Library	Library Page
1	Jocelyn	Jimenez Castillo	Police	Parking Enforcement
2	Austin	Green	DPS	Parks and Forestry Operator
2	Andrea	Swanson	DPS	Office Coordinator
2	Brandon	Ryan	Police	Full Time Police Dispatch
4	Suzanne	Pedigo	Building	Community Development
5	Kyle	Kraft	Fire	Firefighter Paramedic

5	Maria	Kaminske	Police	Police Dispatcher
6	Todd	Borse	DPS	Parks and Forestry Operator
6	Owen	Bachusz	Fire	Firefighter Paramedic
6	Steve	Bonora	Fire	Firefighter Paramedic
7	John	Naples	Building	Zoning Officer Part Time
7	Brendan	McGaughey	DPS	Forestry & Environment
8	Rosemary	Isbell	Library	Librarian
8	Alyssa	Mandell	Library	Librarian
8	Cheryl	Vassallo	Parking	Parking Meter /Crossing
9	Nicholas	Dupuis	Planning	Director Of Planning
11	John	Galik	Building	Maintenance
11	Cameron	Crawford	Library	Assistant Dept. Head
11	Ethan	Cronkite	Library	Librarian
12	Bryan	Grill	DPS	Golf Operations Manager
13	Nicholas	Soper	Fire	Firefighter Paramedic
13	Patricia	Baldwin	IT	IT Technician
17	Carolyn	Fritz-Gvozdich	Library	Library Assistant
22	Bryan	Hardy	Engineering	Engineering Tech Senior
24	Alan	Soave, Jr.	Fire	Battalion Chief
27	Scott	Grewe	Police	Police Chief
30	George	Kasparian	Library	Library Assistant

April Hiring Status

The City is seeking candidates for the following positions. Below is the status of each opening. To apply or for more information, visit bhamgov.org/jobs.

Department	Position	Type	Status
Finance	Accountant	Full Time	Onboarding
DPS	SSW Laborer	Part Time	Reviewing Applications
DPS	Parks Laborer	Part Time	Reviewing Applications
DPS	Golf Course/ Ice Arena Operator	Full Time (Teamsters)	Interviewing
Golf	Seasonal Clubhouse Service	Seasonal	Open until Filled

Golf	Seasonal Maintenance Laborer	Seasonal	Open until Filled
Police	Dispatcher	Full Time (BPOA)	Onboarding
Police	Police Officer	Full Time (BPOA)	Onboarding
DPS	Ice Arena Manager	Full Time	Onboarding

Planning Department

Planning Board (PB)

Zoning Ordinance Update Project

The major zoning ordinance update project has officially kicked off! The City has been working hard with Houseal Lavigne to build the digital and print media that has been posted around the City, as well as a page on the City's website (bhamgov.org/zoningordinanceupdate) and a survey on Birmingham Engage. In addition, the Houseal Lavigne team enjoyed a lengthy tour of the City, held five focus groups, met with the Planning Board, and held a project open house at the Baldwin Public Library, which was well attended. The Zoning Ordinance Update project is expected to be discussed at the following upcoming meetings of the Planning Board:

- May 13, 2026
- June 10, 2026
- June 15, 2026 (Joint Planning Board & City Commission)
- July 8, 2026

Regular Business

The Planning Board is working through several site plans to start the year, including the largest building to be considered in Birmingham for at least 60 years. A tentative list of scheduled and/or recently completed items at the Planning Board is provided below:

1. 34592 Woodward & 690 E. Maple – Request for Community Impact Study and Preliminary Site Plan Review for a new 9-story mixed-use building. (4/22/26)
2. 260 N. Old Woodward – Terra – Request for Special Land Use Permit Amendment, Final Site Plan and Design Review for modifications to outdoor dining platform. (5/13/26)

Historic District Commission (HDC) & Design Review Board (DRB)

The Historic District Commission is continuing its work on the Historic Preservation Master Plan (HPMP) by continuing the study of a potential demolition delay ordinance to be considered by the City Commission. In addition, the HDC has adopted a new Certificate of Appropriateness (COA) for use during the COA process, which will aid in recordkeeping and consistency. Finally, the HDC has developed a program for National Historic Preservation Month that will connect into the broader 250th Anniversary activities of the City, and will help further the preservation goals of the HDC.

A tentative list of recently completed items at the HDC and DRB is provided below:

1. 33401 Woodward – Request for Design Review for exterior renovations and minor addition to existing building. (DRB 4/15/26)
2. 126 S. Old Woodward – Snap Taco – Request for Design Review for minor alterations to historic McBride Building. (HDC 4/15/26)

3. 214 W. Maple – Design Within Reach – Request for Sign Design Review for new sign on existing storefront. (HDC 4/15/26)
4. Demolition Delay Ordinance Study (4/15/26)
5. National Historic Preservation Month Programming (4/15/26)

Environmental Sustainability Committee (ESC)

The ESC will be moving its planned April 2026 meeting to May 2026 to accommodate a very busy schedule and a growing list of projects. The ESC has welcomed several new members over the last few months, who have contributed a lot to the team right away. Meanwhile, the City recently launched a separate suite of social media accounts for the Birmingham Green program, which may be found by searching @bhamgreen on Facebook and Instagram. The ESC looks forward to the engagement that can be achieved through social media alongside the many in-person engagements that will be had this year.

Finally, the Planning Department has added a new Residential Rain Garden Program to the City's Sustainability and Climate Action webpage containing a detailed guidebook for how to design and install a rain garden on your property. This was an action item within the Birmingham Green: Healthy Climate Plan that was a high priority, as the City has set a goal to infiltrate or capture an additional 500,000 gallons of stormwater by 2035.

A tentative list of recently completed items by the Environmental Sustainability Committee is provided below:

1. **BF-1** – Develop a plan to incentivize or require the transition from natural gas to electric in residential renovation and construction (3/23/26)
2. **W-1** – Develop a City-wide food waste composting program (4/27/26)
3. **WS-1** – Study the hydrology and topography of the City and produce recommendations toward targeting stormwater infrastructure improvements in areas that have the largest impact in reducing the negative effects of stormwater (4/27/26)

Police Department

Dollar Store
The Birmingham Police Department was asked to review area municipalities that currently have a Dollar Store or similar type stores to determine if these locations have caused an increase in unwanted behavior.

Contact was made with both Royal Oak and Troy Police Chiefs to discuss the issue. After they reviewed their locations they both advised they have not seen any unusual increase in unwanted behavior at any of their locations.

Per Troy, the two Dollar Tree locations within their City have not had any measurable impact on their crime rate. Over the last year, their Maple location (2037 W. Maple) has had a few private property crashes in the parking lot, a suspicious vehicle complaint, a civil matter and a non-prosecuted assault and battery between patrons who knew each other from school. Their new Dollar Tree location, which took over a Walgreens building at 2932 E. Long Lake, just recently opened and has had no notable CLEMIS contacts.

In Royal Oak, over the last three years, the only Dollar Tree complaints received by the Police Department were regarding an idling tractor-trailer.

Electric Motorcycles
The Police Department recently became aware of a social media post attempting to gather individuals riding electric motorcycles at Booth Park on Saturday, April 18, 2026. In response, the Police Department assigned officers to set up an information station at Booth Park to educate the public about the laws governing the use of e-bikes and e-motorcycles. The goal was to gain compliance through education.

Officers on e-bikes were at the park and shared information regarding State laws for these devices. Officers also advised the public of the City's restriction of wheeled devices on sidewalks within the downtown.

The Police Department has observed a significant increase in the number of electronic motorcycles being operated within the City. Most of these devices are not only illegal to operate within the City, they also pose a significant safety risk to riders, other motorists and pedestrians.

License Requirements
Electric Motorcycles (no pedals) are considered motorcycles under State law and as such, are prohibited on sidewalks and must be licensed through the Secretary of State. In order to obtain a license for the motorcycle and for it to be street legal, it must meet all safety requirements.

An operator of a street legal motorcycle must have a driver's license with a cycle endorsement.

Criminal Charges
The Police Department has observed the majority of users of these devices are underage minors. While there are certainly legal ramifications for those operating these devices illegally, there are also ramifications for those purchasing them and allowing their unlicensed children to operate them.

Under Michigan Law Section 257.904, it is a Misdemeanor to allow an unlicensed person operate a motor vehicle.

The Birmingham Police Department asks for your cooperation in helping us to ensure everyone's safety by not permitting the use of these devices within the City.

Birmingham officers will be providing strict enforcement!

Parking Systems Update

Advisory Parking Committee Meeting Summary – April 15, 2026
The Advisory Parking Committee (APC) convened on April 15, 2026, to address a proposal regarding a new sustainability fee and to review the operational health of the City's parking infrastructure. A significant portion of the meeting was dedicated to a continuation of the discussion from March regarding potential rate increases intended to fund the City's Sustainability Committee. Planning Director Nick Dupuis presented the "Birmingham Green Plan," arguing that because vehicles contribute roughly 23% of local carbon emissions, a dedicated revenue stream from parking would be a "clever" and predictable way to fund EV chargers, bike-share networks and tree-planting initiatives.

The proposed rate changes included a tiered approach: adding a $12 rate for stays exceeding seven hours, increasing the lost ticket fee from $10 to $15, and raising monthly rates at the Chester Garage. The committee expressed strong reservations about the plan. Members highlighted a critical tension between the City's sustainability goals and its massive infrastructure needs, specifically pointing to a $380 million shortfall in water and sewer piping and the aging state of City garages, which average 50 years old. The committee ultimately argued that the parking system was created to maintain Birmingham as a competitive destination and that adding "friction" or fees without a clear benefit to the parking infrastructure itself was inconsistent with its mission. Consequently, the APC voted to oppose the implementation of the sustainability fee, though Director Dupuis noted he still intends to present the recommendation to the City Commission in late spring.

The meeting also touched on parking capacity and upcoming maintenance schedules. While some residents expressed frustration over perceived shortages, staff provided data showing that while the Peabody and Park garages often reach peak capacity, the Chester and North Old Woodward structures remain underutilized. Staff

also clarified that the opening of Restoration Hardware has not significantly increased parking demand beyond pre-existing levels, with much of the recent congestion linked to ongoing local construction.

Looking ahead, the City is preparing for a series of garage repairs. Work on the Chester Garage is expected to go to bid by June 30, 2026, while more extensive repairs and restriping for the Peabody Garage are budgeted for the 2026-2027 fiscal cycle. Committee members emphasized the need for a proactive communication plan to manage the "tricky" situation at Peabody, as construction will likely require closing entire floors at a time. To focus on these capital improvement plans, the committee agreed to cancel its May session and reconvene in June.

Parking Reports
Download the monthly parking report to view data regarding meter revenue, parking garage revenue, monthly parking permits sold, garage occupancy rates and more.

Upcoming agenda items

Items for future discussion and workshop topics
May 4, 2026 City Commission Workshop at 6 p.m. – Public/Private Partnerships

Items for future discussion and potential workshop topics: Mayor selection process, City Hall improvements, builders' bonds, short-term rentals.

MEMORANDUM

City Manager's Office

DATE: April 27, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Fairbairn, Assistant City Manager

SUBJECT: Community Survey Updated Draft

INTRODUCTION:

The City Commission has engaged Cobalt Community Research to conduct a community survey to assess residents' perceptions of the City's services, amenities, and infrastructure. A work group of Commissioners, community members, and staff collaborated with Cobalt to draft the survey. The community survey will be distributed by mail to a statistically valid random sample of residents to gather reliable input for future decision-making.

BACKGROUND:

At its September 15, 2025 regular meeting, the City Commission approved an agreement with Cobalt Community Research to conduct a community survey. The purpose of the survey is to collect reliable data to inform future policy and budget decisions and to ensure that resident perspectives are incorporated into the City's priorities and allocation of resources.

On January 26, 2026, the Commission reviewed a draft survey prepared by Cobalt Community Research with input from a City work group. The work group included two City Commissioners, two community members, and several City department heads. Members included Commissioners Andrew Haig and Bill Kolb; community members Debra Horner and Andrew McMecham; and staff members Mary Chavez, Mark Clemence, Melissa Coatta, Nick Dupuis, Melissa Fairbairn, and Marianne Gamboa. The Commission provided comments during the January 26 meeting and through follow-up correspondence. These comments were shared with Cobalt to inform revisions. On February 24, 2026, the work group met with William SaintAmour of Cobalt to review the updated draft and identify areas requiring additional refinement. Staff continued to collaborate with the consultant and work group, including refining language related to unimproved road funding.

On March 23, 2026, the Commission reviewed a subsequent draft of the survey and provided detailed, question-by-question feedback. Key direction included removing potentially leading language from the road funding question (Question 6), revising questions related to Woodward Avenue, and adding a question regarding a potential Citywide food waste program.

On April 10, 2026, the work group met again with William SaintAmour to review a draft

incorporating the Commission's feedback. The group determined that the revised draft was consistent with the Commission's direction and recommended final adjustments to the version now presented.

The draft survey includes questions designed to measure resident satisfaction with City services, amenities, and infrastructure. Many questions are structured to allow for comparison in future surveys, which will enable the City to track changes in community sentiment over time. The survey also seeks to identify residents' service priorities within the City's budget and gather input on funding approaches for unimproved roads.

Upon Commission approval of the survey questions, Cobalt will finalize the survey, including design, layout, and editorial review. The survey will then be printed and mailed to a random sample of 2,000 Birmingham residents, with distribution anticipated to begin in May 2026. In addition, all residents will have the opportunity to participate through an online version of the survey, which will be made available several weeks after the mailed distribution. Responses from the random sample and the open online survey will be analyzed separately.

Survey results are expected to be presented to the City Commission in early summer 2026. The findings will support long-range capital planning, inform budget priorities, identify areas of strength and opportunities for improvement, and evaluate the effectiveness of City communications. The Commission may also elect to conduct future community surveys to monitor changes in resident sentiment over time.

LEGAL REVIEW:
This item does not require legal review.

FISCAL IMPACT:
At the September 15, 2025 regular meeting, the City Commission approved a contract with Cobalt Community Research in the amount of $21,435.00 for the community survey.

SUSTAINABILITY:
This item does not have a sustainability aspect.

DESIGN CONSIDERATIONS:
Following the Commission's approval of the draft survey questions, Cobalt will finalize the survey, ensuring the design, layout, grammar, and spelling are accurate and polished.

PUBLIC COMMUNICATIONS:
The survey will be mailed to a 2,000-person random sample of Birmingham residents. Additionally, all residents will be invited to participate in an online version of the survey via e-blasts, social media posts, and the Around Town e-newsletter. The two sets of survey response data will be analyzed separately.

SUMMARY:
The Commission is requested to review the revised draft community survey prepared by Cobalt Community Research and provide direction to proceed with the distribution of the survey to the public.

ATTACHMENTS:

1. City of Birmingham Resident Study DRAFT 12
2. Resident Study draft presented to the Commission on March 23, 2026 DRAFT 9

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution approving the draft community survey questions and authorizing the distribution of the survey to the public.

Birmingham Resident Study -- DRAFT 12

Thank you for your participation in this study. All answers will remain confidential - your name will not be shared or linked with the results without your permission.

1. Please list up to three things you like most about the City of Birmingham:

2. Briefly, what would you like the City to stop doing?

3. Briefly, what would you like the City to start doing?

Your Experiences in Birmingham in the Past Year

4. Please rate the general ***transportation infrastructure*** in Birmingham on the following attributes:

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Current quality of the City's roads	☐	☐	☐	☐	☐	☐	☐
Overall quality of the City's road maintenance	☐	☐	☐	☐	☐	☐	☐
Freedom from traffic congestion	☐	☐	☐	☐	☐	☐	☐
Safety of bicycle/scooter traffic	☐	☐	☐	☐	☐	☐	☐
Safety for pedestrians	☐	☐	☐	☐	☐	☐	☐
Sidewalk conditions	☐	☐	☐	☐	☐	☐	☐
Safety of pedestrian crossing Woodward Avenue (Note: Woodward is a state road not controlled by Birmingham)	☐	☐	☐	☐	☐	☐	☐

5. Do you live on one of Birmingham's improved roads (asphalt or concrete with curbs and gutters) or on an unimproved road (cape seal usually without curbs and gutters)?

☐ *Improved road* ☐ *Unimproved road* ☐ *Don't know*

6. Typically, Michigan local governments use general tax dollars to pay for the maintenance of roads. Updating roads from unimproved to improved requires an additional funding source. Past improvements in the City of Birmingham were funded by special assessments paid primarily by residents of the unimproved streets.

Future improvements could be funded similarly or through a tax (a millage or bond sale), where ***ALL*** residents help to pay for the costs of all the remaining unimproved roads to be improved. Currently, about 30% of Birmingham's roads are unimproved. How would you like the City to fund future improvements to these roads?

☐ *Leave unimproved roads as they are*

☐ *Continue the special assessment approach paid by residents on unimproved roads on a street-by-street basis*

☐ *Ask voters to pass either a City-wide millage or the approval of a bond sale to pay for all remaining unimproved roads*

☐ *Don't know*

If you selected "**ask voters to pass a millage or bond sale**," what is the maximum amount are you willing to pay?

- ☐ *None, I do not want to pay more*
- ☐ *Up to $50 per month*
- ☐ *$50-$100 per month*
- ☐ *More than $100 per month*
- ☐ *Don't know*

7. Please rate the adequacy of ***parking*** in Birmingham and rate it on the following attributes:

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Availability of on-street metered parking	☐	☐	☐	☐	☐	☐	☐
Availability of residential street parking near my home	☐	☐	☐	☐	☐	☐	☐
Availability of parking garage parking	☐	☐	☐	☐	☐	☐	☐

8. How can transportation/parking infrastructure be improved?

9. Do you generally feel safe in Birmingham?

☐ *Yes* ☐ *No (specify below)* ☐ *Don't know*

What makes you feel unsafe?

10. Police, Fire, and Emergency Medical Services (EMS) are some of the core services provided by the City of Birmingham. Please briefly share suggestions or concerns you have about any of these three public safety services:

11. Rate the ***waste services*** (garbage, etc.) that you use:

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Trash collection	☐	☐	☐	☐	☐	☐	☐
Recycling services	☐	☐	☐	☐	☐	☐	☐
Yard waste collection	☐	☐	☐	☐	☐	☐	☐

12. Would you participate in a City food waste recycling program?

☐ *Yes* ☐ *No* ☐ *Not sure*

13. How frequently do you use ***parks and recreation*** facilities and programs (for example, dog park, museum, ice arena, tennis/pickle ball courts, golf course, etc.?

☐ *Daily* ☐ *Weekly* ☐ *Monthly* ☐ *Few times per year* ☐ *Never*

14. Please rate Birmingham's ***parks and recreational*** facilities and programs on the following attributes:

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Facilities that meet your needs	☐	☐	☐	☐	☐	☐	☐
Park cleanliness and grounds care	☐	☐	☐	☐	☐	☐	☐
Quality of recreational opportunities	☐	☐	☐	☐	☐	☐	☐
Variety of recreational opportunities	☐	☐	☐	☐	☐	☐	☐
Playgrounds that meet the needs of children of all ages and abilities	☐	☐	☐	☐	☐	☐	☐
Programs that meet the needs of tweens and teens	☐	☐	☐	☐	☐	☐	☐

15. Please rate the ***community events*** in Birmingham on the following:

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Range and variety of offerings	☐	☐	☐	☐	☐	☐	☐
Events that appeal to me and my household	☐	☐	☐	☐	☐	☐	☐

16. Briefly share suggestions or concerns you have about events, park facilities, and recreational programs.

17. How have you contacted a City elected official in the past 12 months? **(<u>Mark all that apply</u>.)**

- ☐ *I have not contacted a City official in the past 12 months (skip to Q19)*
- ☐ *Attended and/or spoke at a City Commission meeting*
- ☐ *In-person conversation*
- ☐ *Telephone*
- ☐ *Email*
- ☐ *Social media*

18. Briefly, why did you contact the City?

19. Rate the ***City of Birmingham elected officials*** on the following:

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Communication with the community	☐	☐	☐	☐	☐	☐	☐
Spending dollars wisely	☐	☐	☐	☐	☐	☐	☐
Being open to resident ideas and involvement	☐	☐	☐	☐	☐	☐	☐

20. How have you contacted a City employee in the past 12 months? **(<u>Mark all that apply</u>.)**

- ☐ *I have not contacted a City employee in the past 12 months (skip to Q23)*
- ☐ *In-person conversation*
- ☐ *Telephone*
- ☐ *Email*
- ☐ *Social media*
- ☐ *GovAlert (phone app)*
- ☐ *Website form*

21. Consider all of your interactions with the City of Birmingham's ***employees*** in the last 12 months and rate each item below.

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Appreciation of resident questions and concerns	☐	☐	☐	☐	☐	☐	☐
Employees are well-trained	☐	☐	☐	☐	☐	☐	☐
Communication with the community	☐	☐	☐	☐	☐	☐	☐
Level of professionalism	☐	☐	☐	☐	☐	☐	☐
Effectiveness in meeting your needs	☐	☐	☐	☐	☐	☐	☐
Responsiveness/follow up	☐	☐	☐	☐	☐	☐	☐
Quality of digital services	☐	☐	☐	☐	☐	☐	☐
Overall customer service	☐	☐	☐	☐	☐	☐	☐

22. Consider the questions above regarding City of Birmingham employees and elected officials. Briefly share suggestions or concerns to improve your future experiences.

23. Consider all of your interactions with the City of Birmingham's ***processes/services*** in the last 12 months and rate the ease of using each item below.

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Have not used*
Building permitting process	☐	☐	☐	☐	☐	☐	☐
Billing and payment processes	☐	☐	☐	☐	☐	☐	☐
City website	☐	☐	☐	☐	☐	☐	☐
Election administration	☐	☐	☐	☐	☐	☐	☐
Response to code complaints/ code enforcement	☐	☐	☐	☐	☐	☐	☐
Accessibility of City services for those with impairments	☐	☐	☐	☐	☐	☐	☐

24. Do you see yourself remaining in Birmingham for the foreseeable future?

No ☐ *Yes* ☐ *Don't know* ☐

25. Consider your overall experiences in the last year with the City of Birmingham. Rate your satisfaction using a 6-point scale, where 1 means ***"Very Dissatisfied"*** and 6 means ***"Very Satisfied."***

Very dissatisfied= 1 ☐ *2* ☐ *3* ☐ *4* ☐ *5* ☐ *Very satisfied= 6* ☐ *Don't know* ☐

26. Based on all your answers to this survey, which single improvement would have the biggest benefit to you?

Planning and Future Considerations

Like any household or business, the City must operate within its budget. The questions below will help us understand your priorities for funding and development. For your reference, the image below shows how each of the tax dollars you pay is allocated.

WHERE DO YOUR TAX DOLLARS GO?



$.34 City of Birmingham | $.22 Schools | $.28 Oakland County | $.16 State of Michigan

27. As you consider the City's focus in the coming year, which five services/programs other than core services (public safety, street repair, etc.) are the biggest priorities for the people living in your household? **(Mark up to 5.)**

- ☐ *Attracting and supporting local businesses*
- ☐ *Bicycle lanes and paths*
- ☐ *Birmingham Museum*
- ☐ *Community activities*
- ☐ *City communications with residents*
- ☐ *City park improvements (playgrounds, trails, restrooms, etc.)*
- ☐ *Natural resource and sustainability initiatives*
- ☐ *Recreation programs and classes for children 12 and younger*
- ☐ *Recreation programs and classes for teens*
- ☐ *Recreation programs and classes for adults*
- ☐ *Senior activities, social events, etc.*
- ☐ *Sidewalk improvements*
- ☐ *Street lighting improvements*
- ☐ *Tree maintenance/replacement*
- ☐ *Updating aged City Hall*
- ☐ *Updating aged Police Station*

28. If you want to improve the areas you selected above, how much are you willing to pay?

- ☐ *None, I do not want to pay more*
- ☐ *Up to $50 per month*
- ☐ *$50-$100 per month*
- ☐ *More than $100 per month*
- ☐ *Don't know*

Communication Preference

29. How do you prefer to receive information from the City (events, programs, updates, etc.)? (*Mark all that apply.*)

- ☐ *Newspaper*
- ☐ *Email*
- ☐ *City website*
- ☐ *The Around Town e-newsletter*
- ☐ *Birmingham Beat print newsletter*
- ☐ *Utility bill insert*
- ☐ *City social media @bhamgov (Facebook and Instagram)*
- ☐ *City YouTube channel*
- ☐ *City Vimeo channel*
- ☐ *U.S. mail*
- ☐ *Text message*
- ☐ *Public Cable Channel*

The following questions are for analysis only and will not be used in any way to identify you

How long have you been living in Birmingham?	☐ *1-5 years*	☐ *6-10 years*	☐ *10 years+*	
In what type of property do you reside?	☐ *Single family*	☐ *Multifamily with 4 units or fewer*	☐ *Multifamily with more than 4 units*	
Is your place of employment located in Birmingham?	☐ *Yes*	☐ *I am a remote worker*	☐ *No, a different community*	☐ *Not currently employed* ☐ *I am retired*
What is your age group?	☐ *18 to 24*	☐ *35 to 44*	☐ *55 to 64*	
	☐ *25 to 34*	☐ *45 to 54*	☐ *65+*	
Mark the boxes that describe the people living in your house (other than yourself and/or a spouse). (Mark all that apply.)	☐ *Child(ren) age 12 or under*	☐ *Child(ren) over age 12*	☐ *Parent age 65 or older*	☐ *None of these*
What is your gender?	☐ *Female*	☐ *Male*	☐ *Other*	☐ *Prefer not to say*
In which City quadrant do you live?	☐ *North of Maple, West of Woodward*	☐ *South of Maple, West of Woodward*	☐ *North of Maple, East of Woodward*	☐ *South of Maple, East of Woodward*

Thank you for your time. Please return this assessment in the postage-paid envelope provided.

Birmingham Resident Study -- DRAFT 9

Thank you for your participation in this study. All answers will remain confidential - your name will not be shared or linked with the results without your permission.

1. Please list up to three things you like most about the City of Birmingham:

2. Briefly, what would you like the City to stop doing?

3. Briefly, what would you like the City to start doing?

Your Experiences in Birmingham in the Past Year

4. Do you generally feel safe in Birmingham?

☐ *Yes* ☐ *No* ☐ *Don't know*

5. Police, Fire, and Emergency Medical Services (EMS) are some of the core services provided by the City of Birmingham. Please briefly share suggestions or concerns you have about any of these three public safety services:

6. Please rate the ***transportation infrastructure*** in Birmingham on the following attributes:

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Current quality of the City's roads	☐	☐	☐	☐	☐	☐	☐
Overall quality of the City's road maintenance	☐	☐	☐	☐	☐	☐	☐
Freedom from traffic congestion	☐	☐	☐	☐	☐	☐	☐
Safety of bicycle/scooter traffic	☐	☐	☐	☐	☐	☐	☐
Safety for pedestrians	☐	☐	☐	☐	☐	☐	☐
Sidewalk conditions	☐	☐	☐	☐	☐	☐	☐
Safety of pedestrian crossing Woodward Avenue	☐	☐	☐	☐	☐	☐	☐
Effectiveness of noise reduction measures on Woodward	☐	☐	☐	☐	☐	☐	☐

7. Do you live on one of Birmingham's improved roads (asphalt or concrete with curbs and gutters) or on an unimproved road (cape seal usually without curbs and gutters)?

☐ *Improved road* ☐ *Unimproved road* ☐ *Don't know*

8. Typically, Michigan local governments use general tax dollars to pay for the maintenance of roads. Updating roads from unimproved to improved requires an additional funding source. Past improvements in the City of Birmingham were funded by special assessments paid only by residents of the improved streets.

Future improvements could be funded similarly or through a tax (a millage or bond sale), where all residents (including those who have already paid special assessments for their own road improvements) cover the costs of all the remaining unimproved roads to be improved. Currently, about 30% of Birmingham's roads are unimproved. How would you like the City to fund future improvements to these roads?

- ☐ *Continue the special assessment approach paid by residents on unimproved roads on a street-by-street basis*
- ☐ *Ask voters to pass either a City-wide millage or the approval of a bond sale to pay for all remaining unimproved roads*
- ☐ *Leave unimproved roads as they are*
- ☐ *Don't know*

9. Please rate the adequacy of ***parking*** in Birmingham and rate it on the following attributes:

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Availability of on-street metered parking	☐	☐	☐	☐	☐	☐	☐
Availability of residential street parking near my home	☐	☐	☐	☐	☐	☐	☐
Availability of parking garage parking	☐	☐	☐	☐	☐	☐	☐

10. How can transportation/parking infrastructure be improved?

11. Rate the ***utility services*** (water, garbage, etc.) that you use:

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Drinking water reliability	☐	☐	☐	☐	☐	☐	☐
Waste service (trash collection, recycling, yard waste collection)	☐	☐	☐	☐	☐	☐	☐
Effectiveness of storm sewers	☐	☐	☐	☐	☐	☐	☐

12. How frequently do you use the ***parks and recreation*** facilities and programs?

☐ *Daily* ☐ *Weekly* ☐ *Monthly* ☐ *Few times per year* ☐ *Never*

13. Please rate Birmingham's ***parks and recreational*** facilities and programs on the following attributes:

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Facilities that meet your needs	☐	☐	☐	☐	☐	☐	☐
Park cleanliness and grounds care	☐	☐	☐	☐	☐	☐	☐
Quality of recreational opportunities	☐	☐	☐	☐	☐	☐	☐
Variety of recreational opportunities	☐	☐	☐	☐	☐	☐	☐
Playgrounds that meet the needs of children of all ages and abilities	☐	☐	☐	☐	☐	☐	☐
Programs that meet the needs of tweens and teens	☐	☐	☐	☐	☐	☐	☐

14. Please rate the ***community events*** in Birmingham on the following:

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Range and variety of offerings	☐	☐	☐	☐	☐	☐	☐
Events that appeal to me and my household	☐	☐	☐	☐	☐	☐	☐

15. Briefly share suggestions or concerns you have about events, park facilities, and recreational programs.

16. How have you contacted a City elected official in the past 12 months? **(Mark all that apply.)**

- ☐ *I have not contacted a City official in the past 12 months*
- ☐ *Attended and/or spoke at a City Commission meeting*
- ☐ *In-person conversation*
- ☐ *Telephone*
- ☐ *Email*
- ☐ *Social media*

17. Rate the ***City of Birmingham elected officials*** on the following:

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Communication with the community	☐	☐	☐	☐	☐	☐	☐
Spending dollars wisely	☐	☐	☐	☐	☐	☐	☐
Being open to resident ideas and involvement	☐	☐	☐	☐	☐	☐	☐

18. How have you contacted a City employee in the past 12 months? **(Mark all that apply.)**

- ☐ *I have not contacted a City employee in the past 12 months*
- ☐ *In-person conversation*
- ☐ *Telephone*
- ☐ *Email*
- ☐ *Social media*
- ☐ *GovAlert (phone app)*
- ☐ *Website form*

19. Consider all of your interactions with the City of Birmingham's ***employees*** in the last 12 months and rate each item below.

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Appreciation of resident questions and concerns	☐	☐	☐	☐	☐	☐	☐
Employees are well-trained	☐	☐	☐	☐	☐	☐	☐
Communication with the community	☐	☐	☐	☐	☐	☐	☐
Level of professionalism	☐	☐	☐	☐	☐	☐	☐
Effectiveness in meeting your needs	☐	☐	☐	☐	☐	☐	☐
Responsiveness/follow up	☐	☐	☐	☐	☐	☐	☐
Quality of digital services	☐	☐	☐	☐	☐	☐	☐
Overall customer service	☐	☐	☐	☐	☐	☐	☐

20. Briefly share suggestions or concerns you have about City of Birmingham employees and elected officials.

21. Consider all of your interactions with the City of Birmingham's ***processes/services*** in the last 12 months and rate the ease of using each item below.

	Poor= 1	*2*	*3*	*4*	*5*	*Excellent= 6*	*Don't know*
Building permitting process	☐	☐	☐	☐	☐	☐	☐
Billing and payment processes	☐	☐	☐	☐	☐	☐	☐
City website	☐	☐	☐	☐	☐	☐	☐
Election administration	☐	☐	☐	☐	☐	☐	☐
Code enforcement	☐	☐	☐	☐	☐	☐	☐
Accessibility of City services for those with impairments	☐	☐	☐	☐	☐	☐	☐

22. Do you see yourself remaining in Birmingham for the foreseeable future?

- ☐ *No*
- ☐ *Yes*
- ☐ *Don't know*

23. Consider your overall experiences in the last year with the City of Birmingham. Rate your satisfaction using a 6-point scale, where 1 means ***"Very Dissatisfied"*** and 6 means ***"Very Satisfied."***

Very dissatisfied= 1	*2*	*3*	*4*	*5*	*Very satisfied= 6*	*Don't know*
☐	☐	☐	☐	☐	☐	☐

24. Based on all your answers overall, which single improvement would have the biggest benefit to you?

Planning and Future Considerations

Like any household or business, the City must operate within its budget. The questions below will help us understand your priorities for funding and development. For your reference, the image below shows how each of the tax dollars you pay is allocated.

WHERE DO YOUR TAX DOLLARS GO?



$.31 City of Birmingham

$.30 Birmingham Public Schools

$.25 Oakland County

$.14 State of Michigan

25. As you consider the City's focus in the coming year, which five services/programs other than core services (public safety, street repair, etc.) are the biggest priorities for the people living in your household? **(Mark up to 5.)**

- ☐ *Attracting and supporting local businesses*
- ☐ *Bicycle lanes and paths*
- ☐ *Birmingham Museum*
- ☐ *Building inspection/permitting*
- ☐ *Community activities*
- ☐ *City communications with residents*
- ☐ *City park improvements (playgrounds, trails, restrooms, etc.)*
- ☐ *Modernizing municipal facilities*
- ☐ *Natural resource and sustainability initiatives*
- ☐ *Recreation programs and classes for adults*
- ☐ *Recreation programs and classes for children 12 and younger*
- ☐ *Recreation programs and classes for teens*
- ☐ *Response to code complaints*
- ☐ *Senior activities, social events, etc.*
- ☐ *Sidewalk improvements*
- ☐ *Street lighting improvements*
- ☐ *Tree maintenance/replacement*
- ☐ *Yard waste collection*

26. If you want to improve the areas you selected above, how much are you willing to pay?

- ☐ *None, I do not want to pay more*
- ☐ *Up to $50 per month*
- ☐ *$50-$100 per month*
- ☐ *More than $100 per month*

Communication Preference

27. How do you prefer to receive information from the City (events, programs, updates, etc.)? (*Mark all that apply.*)

- ☐ *Newspaper*
- ☐ *Email*
- ☐ *City website*
- ☐ *The Around Town e-newsletter*
- ☐ *Birmingham Beat print newsletter*
- ☐ *Utility bill insert*
- ☐ *City social media @bhamgov (Facebook and Instagram)*
- ☐ *City YouTube channel*
- ☐ *City Vimeo channel*
- ☐ *U.S. mail*
- ☐ *Text message*
- ☐ *Public Cable Channel*

The following questions are for analysis only and will not be used in any way to identify you

How long have you been living in this community?	☐ *1-5 years*	☐ *6-10 years*	☐ *10 years+*	
In what type of property do you reside?	☐ *Single family*	☐ *Multifamily with 4 units or fewer*	☐ *Multifamily with more than 4 units*	
Is your place of employment located in Birmingham?	☐ *Yes*	☐ *I am a remote worker*	☐ *No, a different community*	☐ *Not currently employed* ☐ *I am retired*
What is your age group?	☐ *18 to 24*	☐ *35 to 44*	☐ *55 to 64*	
	☐ *25 to 34*	☐ *45 to 54*	☐ *65+*	
Mark the boxes that describe the people living in your house (other than yourself and/or a spouse). (Mark all that apply.)	☐ *Child(ren) age 12 or under*	☐ *Child(ren) over age 12*	☐ *Parent age 65 or older*	☐ *None of these*
What is your gender?	☐ *Female*	☐ *Male*	☐ *Other*	☐ *Prefer not to say*
In which City quadrant do you live?	☐ *North of Maple, West of Woodward*	☐ *South of Maple, West of Woodward*	☐ *North of Maple, East of Woodward*	☐ *South of Maple, East of Woodward*

Thank you for your time. Please return this assessment in the postage-paid envelope provided.

MEMORANDUM

Treasurer's Office

DATE: April 27, 2026

TO: Jana Ecker, City Manager

FROM: Ryan Katz, Deputy Treasurer
Mary Chavez, Finance Director

SUBJECT: Confirmation of SAD Roll 919 - 2025 and 2026 Asphalt Resurfacing Program - Staircase

INTRODUCTION:

A Public Hearing of Confirmation of the Special Assessment Roll for the 2025 and 2026 Asphalt Resurfacing Program - Staircase is being held on April 27, 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 of the Special Assessment Roll are limited to those questions specifically addressing the assessment roll pursuant to Section 94-9 of the City Code.

BACKGROUND:

At the City Commission meeting on April 13, 2026, the City Commission determined the necessity of the 2025 and 2026 Asphalt Resurfacing Program - Staircase and a Hearing of Confirmation of the Special Assessment Roll was set for April 27, 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 $20,000.00. 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:

N/A

DESIGN CONSIDERATIONS:
Sidewalk ramps that 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 Roll 919 and further to confirm the roll as attached to this report.

ATTACHMENTS:
1. Public Hearing of Necessity for Staircase Special Assessment

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution confirming Special Assessment Roll 919 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 919, 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 04-080-26 provided it would meet this 27th day of April, 2026 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this April 27, 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. 919 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	Decorative Staircase Risers (LFT)	Unit Cost for Assessment	Total Assessment
1925329016	552 BROOKSIDE AVE	8.00	$ 2,500.00	$ 20,000.00

MEMORANDUM

Engineering Department

DATE: April 13, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, City Engineer

SUBJECT: 2025 and 2026 Asphalt Resurfacing Program
Hearing of Necessity for Staircase Special Assessment District (SAD)

INTRODUCTION:

As part of the 2025 and 2026 Asphalt Resurfacing Program, the City will replace the existing retaining walls along Brookside Avenue, Ravine Road, and Park Street. Property owners with staircases in their current retaining walls were previously sent a letter asking whether they would like a staircase included in the new wall. For those who elect to have a staircase installed as part of the reconstruction, the property owner will be responsible for 100% of the associated costs.

At the February 23, 2026 regular meeting (Agenda – Video), the City Commission requested additional information about the existing wall before proceeding with the SAD. Additional information was provided at the March 9, 2026 City Commission Meeting (Agenda – Video).

BACKGROUND:

The City will be resurfacing asphalt roads west of N. Old Woodward, south of Oak Street, and north of Oakland Avenue as part of the 2025-2026 Asphalt Resurfacing Program. Along Brookside Avenue, Ravine Road, and Park Street, existing retaining walls are located along the edge of the roadway. The City completed an inspection of these walls in 2023. Although no emergency repairs were required at that time, it was recommended to replace the walls as part of a future capital improvement project.

Several properties within the project area have an existing staircase in the retaining wall that allows access from the roadway to the sidewalk and to their property. The City contacted the property owners to determine whether they wished to have the staircase reinstalled with the owners being assessed 100% of the associated cost.

The City received bids for the project on Tuesday, January 20, 2026. The Engineering Department held a property owner meeting on Wednesday, January 21, 2026, to discuss the project and the estimated staircase costs with the property owners.

Five property owners originally requested a staircase. However, several property owners who

were initially interested in a replacement staircase have since elected not to proceed. Currently, only the property at 552 Brookside would like to be included in the SAD.

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 Staircase Special Assessment District for the 2025 and 2026 Asphalt Resurfacing Program will reimburse the costs incurred by the City for the construction of the staircase improvement.

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
Sidewalk ramps that do not meet ADA standards will be removed and installed per the current ADA standards.

PUBLIC COMMUNICATIONS:
Notice for the Confirmation of Roll is to be distributed by the Clerk's Office. An informational resident meeting was held at City Hall on Wednesday, January 21, 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 for the replacement of a staircase and approve a Special Assessment District for the 2025 and 2026 Asphalt Resurfacing Program, which includes the staircase at 552 Brookside Ave. 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 April 27, 2026.

ATTACHMENTS:
1. Map of proposed staircase special assessment area
2. Spreadsheet of estimated cost which includes labor and materials
3. Clerk's Confirmation of Public Hearing Notice

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 with at least 10 days notice; and

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project of resurfacing existing asphalt roads, replacement of

existing retaining wall in the City's right of way, replacement of a staircase in the City's right of way, and replacement of City sidewalk ramps; and

WHEREAS, The City has previously established a policy to defray the costs of replacing a staircase in the City's right of way by creating a Special Assessment District (SAD) consisting of the property that is benefiting from this treatment; and

WHEREAS, The City Commission, after the public hearing, has determined that the replacement of the staircase in the project area which is included with the 2025 and 2026 Asphalt Resurfacing Program is a necessity and is in the best interest of the City and will specially benefit the property included in the Staircase Special Assessment District; and

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

WHEREAS, The City Engineer has determined the boundaries of the staircase is located within the limits of the following street shall be installed as part of the 2025 and 2026 Asphalt Resurfacing Program (Contract #2-25(P) and #2-26(P)):

Brookside Avenue – Ravine Road to North Dead End

WHEREAS, The formula used in making the assessment is 100% of the improvement for staircase in the City's right of way (calculated at the rate of $2,500.00 per staircase riser for the property on the street that will have a new staircase installed in the City's right of way).

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 property 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 April 27, 2026 and give notice for same.

Staircase

Sidwell Number	Street Address	Decorative Staircase Risers (EA)	Unit Cost for Assessment	Total Assessment	
1925329016	552 BROOKSIDE AVE	8.00	$2,500.00	$20,000.00	

Wall Replacement Project Area

1. Park Street, Brookside Avenue and Ravine Road



Staircase Special Assessment District for 2025-2026 Asphalt Resurfacing Program

Sidwell Number	Street Address	Decorative Staircase Risers (LFT)	Unit Cost for Assessment	Total Assessment
1925329016	552 BROOKSIDE AVE	8.00	$ 2,500.00	$ 20,000.00

MEMORANDUM

City Clerk's Office

DATE: March 30, 2026

TO: Melissa Coatta, City Engineer

FROM: Mya Brown, Deputy City Clerk

SUBJECT: Clerk's Confirmation of Public Hearing Notice: Retaining Wall along Ravine Rd, Brookside Ave, and Park St

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INTRODUCTION:
The public hearing notice process has been completed for Installation of new staircases as part of replacing the existing retaining wall along Ravine Rd, Brookside Ave, and Park St. (SAD). Please see attachments for further confirmation.

PUBLIC COMMUNICATIONS:
Mailing Date: 03/16/2026
Test Mail Return Date: 03/20/2026
Publishing Dates in the Oakland Press: 03/29/2026
Posted in www.bhamgov/publicnotices

ATTACHMENTS:

1. Public Hearing Notice
2. Addresses
3. Map
4. Mailing Letter
5. Mail Machine Counter Repot
6. 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, April 13, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, April 27, 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 03/29/2026 & 04/12/2026
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.

BIRMINGHAM
A WALKABLE CITY

March 16, 2026

Name
Address
City, State Zip Code

Dear Property Owners,

This letter is to inform you of an upcoming 2025 and 2026 Asphalt Resurfacing Program in your neighborhood. This work will include milling the existing asphalt and placing a new asphalt overlay, reconstructing several ramps in the project area to meet ADA requirements, and replacing existing retaining walls along the edge of the roadway on Ravine Road, Brookside Avenue, and Park Street. This project is scheduled to start construction this spring. The project will cover the following streets:

1. Baldwin Road from Maple to Harmon
2. Ravine Road from N. Old Woodward to Park Street
3. Euclid Avenue from N. Old Woodward to Park Street
4. Brookside Avenue from Ravine Road to North Dead End
5. Park Street from Oakland Avenue to Brookside
6. Ferndale Avenue from Oakland to Brookside
7. Pierce Street from Frank to Brown
8. Cole Street from S. Eton to Dead End

Additionally, in accordance with current City policy, a Special Assessment District (SAD) will be established to assess the cost of installing new staircases between the retaining wall and sidewalk, which will be borne by the homeowners. Enclosed is a map of properties included in the new staircase SAD.

With this letter, you are receiving notifications for two public hearings for the staircase Special Assessment District (SAD):

- The Public Hearing of the Necessity to form a Special Assessment District for staircase replacement meeting the requirements as part of the 2025 and 2026 Asphalt Resurfacing Program is now on **Monday, April 13, 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 13 hearing, a Public Hearing of Confirmation to confirm the Special Assessment District will follow on **Monday, April 27, 2026**, at the regularly scheduled City Commission meeting at 7:00 p.m. in City Hall at 151 Martin St.

Consistent with previous projects of this nature, it has been the City's policy to assess 100% of the costs of replacing the staircase within the right-of-way to the property owner.

After the work is completed, an invoice for the public improvements will be generated and sent to the property owner of record. Payment in full is due within 30 days of receipt. If the charge cannot be paid in full, the balance may be paid over a period of up to five annual installments. An annual interest charge on the remaining balance, currently approximately 8.50%, will apply. Official estimates for 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 also 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

Sidwell Number	First Owner Name	Postal Address	POSTAL CITY
1925329017	MARIANNE F MILLER	544 BROOKSIDE AVE	BIRMINGHAM
1925329011	SUSAN DOBEL HALL	243 RAVINE RD	BIRMINGHAM
1925329018	ANDREW V DEANGELIS JNT REV LVNG TRUST	213 PARK DR	TROY
1925329016	JEFFREY SLOAN	552 BROOKSIDE AVE	BIRMINGHAM
1925329015	BROOKSIDE REAL PROP VENTURES	34300 WOODWARD AVE STE 200	BIRMINGHAM
	City of Birmingham - Mya Brown	151 Martin St	BIRMINGHAM

Wall Replacement PROJECT AREA

1. Park Street, Brookside Avenue and Ravine Road



Clerk's Office
BIRMINGHAM
A WALKABLE CITY
151 Martin Street • P.O. Box 3001
Birmingham, Michigan 48012-3001

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City of Birmingham -
Mya Brown
151 Martin St
BIRMINGHAM, MI
48009

Retaining wall 3.9.26 48009-336851

Funds Report				
	Available:	$6,164.29	PBP Account Number:	35884980
	Used:	$123,621.71	Indicia Number:	0008029208
	Total Pieces:	161852	Meter Number:	8029208
	Control Sum:	$129,786.00	Meter Name:	
	Resettable Piece Count:	6	Printed:	MAR 16 2026 4:37 PM
	Piece Count Value:	$4.44		

HOBBIES

From Page 1

ciated with them. But many other offline, tactile hobbies, like pottery, origami and even blacksmithing, have gained traction online with Gen-Z and millennials recently.

A younger crowd embraced such hobbies in 2020 when the pandemic left many with more free time. But "grandma hobbies" have persisted beyond a pandemic fad and some seem to be picking up steam in their popularity online.

While she said she may not consider herself a crafty person, MacTaggart, now 26, founded the needlepoint business What's the Stitch and runs popular social media profiles of the same name. After seeing growing interest in her content, she began to build up her business and now sells needlepoint canvases, accessories and digital designs. The flair MacTaggart puts into her creations is a touch of cheeky humor and, occasionally, profanity.

"It is such a historically buttoned-up craft, so it's fun to put a young spin on it," she said.

'LIKE A VIDEO GAME, BUT IN REAL LIFE'

Jaime Kurtz, a professor of psychology at James Madison University whose research focuses on happiness, said many of these activities can also help to reduce anxiety and stress, and provide a sense of accomplishment since they require focus and can be challenging.

"Hobbies are really important, and a lot of us have lost them, or we just don't prioritize them enough, or we think we're too busy," Kurtz said. "But just finding little bits of time to carve out to do these kinds of things is a really wise use of time."

Clara Sherman, who co-founded the company So Bam Fun to "reinvigorate" the game of mahjong with a younger generation, said when she plays the game with friends, she's able to reach a "zen state."

"You kind of feel like you're existing in this little bubble of just myself, my friends and this game we're all enjoying together," she said. "It just really does allow you to shut off the rest of the world."

Some young hobbyists are not looking to escape their phones through their activity of choice, but are interested in how modern technology can enhance their experience.

Isaiah Scott, a birdwatcher, artist and content creator, said the app eBird is a key part of his experience. It allows birders to log and track their observations while also contributing to



Emma MacTaggart, founder of What's the Stitch needlepoint business, is photographed in her studio, in New York, Monday, Feb. 9. **RICHARD DREW — THE ASSOCIATED PRESS**

scientific research and conservation.

It's easy to say his generation is "glued to their phones," Scott said, but that access to technology also "opens so many doors to get involved in hobbies that may have been forgotten about or (are) just difficult to get into otherwise."

Scott, who is based in Savannah, Georgia, said bird watching is akin to the Pokémon games he loved growing up: "It feels like a video game, but in real life." Traveling to different regions is like unlocking a new map, he said, and racking up a high number of species seen is like achieving a high score. Scott has seen about 800 different species himself.

Beyond providing him with an enriching hobby, birdwatching set Scott, 22, on a mission to "protect and to conserve our natural world." He founded the nonprofit Rookery and Roots Conservancy and recently purchased a 16-acre parcel of land in Rincon, Georgia, to safeguard wildlife habitats. The purchase was made possible in part because of the platform he's built online.

OLD-SCHOOL ART FINDS NEW LIFE, YOUNG PEOPLE FIND COMMUNITY

Exposure to global audiences online has helped other analog hobbyists build and operate thriving businesses thanks to their social media popularity. Anna Weare, for one, is a full-time blacksmith and farrier, but she's also known online as AnvilAnna.

She had already been working successfully with a slew of clients when she started posting videos on TikTok and other social platforms, where she's got international reach and enthusiasm. Weare thinks some of the shine on blacksmithing and other centuries-old practices could be due to fatigue over a hyper-digitalized world and poorly made products. The waitlist to snag Weare's coveted one-piece spurs, which are recognized for their durability and rarity, is about a year long.

"People, now more than ever, are realizing that things made in factories or mass produced, they wear out so quickly," Weare, 27, said. Whether they're buying products she made or inspired by her content to pick up the hammer themselves, Weare said "people want longevity, and this craft has been around for so long for a reason."

Many crafters and hobbyists also feel a strong sense of community among their peers.

Kristie Landing created Verse & Sip, a platform and collective for poets and poetry lovers, and she posts videos online of letter writing, letter locking, wax seals and origami, among other paper crafts. Landing, 34, said she constantly gets questions from an "active community" of viewers about the type of paper she uses or where she bought her tools, but they're also interested in connecting with each other.

She recently started a pen pal matching service after receiving an abundance of comments from followers who expressed that they would like to have someone to swap letters with — particularly someone who would appreciate the care they put into their physical communications, or just admire their penmanship.

Landing also created the Verse & Sip Mail Club, where she sends out an original poem and an accompanying tea monthly to a couple of hundred people across the globe. She hopes her online content will provide viewers with a similar sense of joy and calm as reading a hard copy of a poem over a cup of tea would.

"I am trying to create slower moments on platforms that are based on really quick, short attention span kind of videos," she said. "These kind of stop you in the scroll."

Many hobbyists told the AP they don't see their activity of choice as a fad or a temporary trend, but rather as part of a more intentional embrace of the analog world.

As far as the moniker of "grandma hobbies" goes, MacTaggart, for one, welcomes the label.

"I joke with my friends that I have been a grandma my whole life," she said, "so it's only fitting that this is now my career."

TRENDS

From Page 1

as Meta and ChatGPT have announced they are working on more protections. It's not just AI; in Australia, social media has already been banned for young teens.

It could also be a pivotal moment for parents and educators to learn from teens' AI use. The Center for Digital Thriving at Harvard Graduate School of Education has found that teens who confide in technology want someone in their lives who will listen to them without judgment. Adults might be able to learn from the appeal of chatbots and open up similar lines of communication that embrace real empathy.

HEALTH TECH TAKES A CLOSER LOOK AT US

New and unexpected health tools are ready to get a better look at you.

At the sprawling CES trade show this year, there was a $449 wearable called Peri that will stick to a user's torso and detect hot flashes, night sweats and other signals of perimenopause. Nearby was a handheld gadget for detecting reproductive hormones that could help people conceive.

Meanwhile, users of Samsung phones, watches and smart rings may soon be notified that — based on shifts in their gait and speech — they're experiencing symptoms of cognitive decline.

You may even find yourself turning to ChatGPT to help make sense of all the data products like these collect. The company recently pulled back the curtain on its specialized ChatGPT Health experience, designed to pull insights from apps and medical records you feed it.

Make no mistake: There's a huge financial incentive for these companies to get these things right. But will they deliver while respecting people's privacy? That's a question consumers will be asking.

HOW WILL AI AFFECT OUR JOBS?

More workers are using AI in the workplace, and that's expected to accelerate in 2026 as companies start to codify and execute their strategies.

There are a few things that might result from increased adoption.

Some companies may go all in on the tech only to realize it isn't able to produce the expected results. Companies could use AI as a scapegoat for layoffs to reframe tough financial decisions. AI could introduce new problems for workers, like introducing errors or bias, and depending on the situation, that could have a detrimental aftermath, such as in the health care or legal industries. And experts and academics who study AI's impact on work say that it will probably replace some jobs, especially those that have routine, predictable and repetitive tasks.

There's some evidence to suggest it's already affecting computer programmers, entry-level jobs and translators.

On the flip side, experts also believe new jobs will be created over time (prompt engineers became popular a couple of years ago, but since then, a slew of new jobs like knowledge architect have started to pop up). Workers might leverage AI to get new jobs by learning new skills and pivoting, earn more money by increasing efficiency or reaching new goals or take on dream projects like building a video game without knowing how to code. And employers could implement AI in ways that benefit their people (hello, four-day workweek?).

HOST

From Page 1

yourself.

DECORATE IN ADVANCE

From a seasonal wreath on the front door to a well-dressed table complete with place settings and a festive centerpiece, getting your decorating done early can not only reduce stress on the day of your event, but also get you into the proper mindset for the celebration. A pastel or light-colored hue can add to the springtime vibes, and flowers, seasonal fruits in bowls and decorated eggs can all add to the tablescape.

Few things capture the spirit of spring like a welcoming table. Creating an Easter-ready setting can be simple: pastel eggs nestled in woven baskets, floral runners, ribbons, paper napkins, egg-shaped votives and whimsical bunny accents instantly brighten the scene. Layering soft colors and natural textures helps create a table that feels festive yet effortless.

No spring table is complete without flowers. Seasonal favorites like tulips, daffodils, hyacinths and white lilies can brighten any gathering. Arrange them in rabbit-shaped planters or simple bud vases for a playful touch. For a creative twist, fill clear vases with colorful stones, craft gems or even jellybeans before adding blooms for a centerpiece that feels both festive and fresh.

KEEP THE KIDS IN MIND

While the meal is likely a highlight of the event for many, the younger guests often look forward to the activities, such as decorating eggs or an Easter egg hunt. You can hard-boil eggs in advance and set up a decorating station, complete with dyes, markers, stickers and more. Or while you're finishing up inside, designate another adult or older children to hide pre-filled plastic eggs around the yard (weather permitting) and manage the hunt.

Find more ideas for hosting Easter festivities at eLivingtoday.com.

Embracing Passover celebrations

Each year, faithful Jews across the globe participate in one of the most significant festivals on the Jewish calendar. Passover, also known as "Pesach" in Hebrew, is a time for families to gather and recount the Jews' journey from slavery to freedom.

Passover is a week-long commemoration of the story of the Israelites' escape from slavery in Egypt. The Book of Exodus details the story that the Egyptian Pharaoh refused to let the Israelites go. In response, God set 10 plagues upon Egypt. The final plague was "death of the firstborn." Israelites hoping to escape the same fate were instructed to mark their doorposts with lamb's blood so the Angel of Death would "pass over" their homes. This is where the name Passover originated.

While the Egyptians were mourning the loss of their children, Pharaoh finally relented and let the Israelites leave slavery. Because they departed in such haste, the bread the Israelites took with them didn't have time to rise, resulting in flat, unleavened crackers. This "matzah" (sometimes spelled matzo or mazzah) became a key component of Passover rituals. Prior to each Passover, the faithful thoroughly remove all chametz (leavened grain) from the home and do a thorough cleaning.

In addition to eating matzah for the duration of Passover, celebrants also consume maror, which are bitter herbs, according to Chabad.org. The maror symbolizes the bitterness of slavery. The Seder, which is a dinner that takes place on the first and possibly second night of Passover, includes charoset, a sweet paste of nuts, apples and wine that symbolizes the mortar used by Israelite slaves to build Egyptian structures. Karpas, a green vegetable (usually parsley), is dipped in salt water to represent the tears of the slaves and the hope of spring. Zeroah is a roasted bone to symbolize the ancient paschal sacrifice, and beitzah (a roasted egg) is eaten to represent mourning and the cycle of life.

Although it is a religious holiday, Passover also may resonate in other ways and appeal to non-Jews because of its core themes of freedom from physical and spiritual bondage; memories of the commandment and personal stories; and transitioning from winter into the spring season of rebirth. Those ready to celebrate will do so from April 1-9.

City of ROCHESTER HILLS
1000 Rochester Hills Drive, Rochester Hills, Michigan 48309-3033

ORDINANCE NO. 682

AN ORDINANCE TO AMEND SECTIONS 54-466, 54-467, AND 54-472 OF CHAPTER 54, FEES OF THE CODE OF ORDINANCES OF THE CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, TO CHANGE THE VEHICLE FEE FOR BLOOMER PARK, CLARIFY LANGUAGE REGARDING SENIOR, MILITARY, AND HANDICAP ACCESSIBLE ANNUAL PASSES, REPEAL CONFLICTING ORDINANCES, AND PRESCRIBE A PENALTY FOR VIOLATIONS.

EFFECTIVE DATE AND ADOPTION:

This ordinance shall become effective on Monday, **March 30, 2026** following its publication in the *Oakland Press* newspaper on Sunday, March 29, 2026.

This ordinance was adopted by the Rochester Hills City Council at a meeting thereof held on Monday, March 23, 2026.

A true and complete copy of this ordinance may be inspected at the Office of the City Clerk, Rochester Hills Municipal Building, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, during regular business hours (8:00 AM to 5:00 PM), Monday through Friday, except holidays or may be viewed on the City's website at www.rochesterhills.org.

CITY OF ROCHESTER HILLS
BRYAN BARNETT, MAYOR
LEANNE SCOTT, CITY CLERK

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, April 13, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, April 27, 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 03/29/2026 & 4/12/2026
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.

WATERFORD TOWNSHIP

CHARTER TOWNSHIP OF WATERFORD POSTING PUBLICATION NOTICE

INTRODUCTION OF ZONING ORDINANCE 2026-Z-004 SPECIAL USE APPROVAL USES IN THE C-3, C-4, AND C-UL ZONING DISTRICTS

Charter Township of Waterford Zoning Ordinance Amendment No. 2026-Z-004; Special Use Approval Uses in the C-3, C-4, and C-UL Zoning Districts, which the Board of Trustees introduced on March 23, 2026, is scheduled for adoption on April 13, 2026, has been published by posting on March 25, 2026, in the Township Clerk's office in the Township Hall at 5200 Civic Center Drive, Waterford, Michigan 48329, and on the Township's website, www.waterfordmi.gov, under Legal Notices/Postings.

Kimberly Markee, Township Clerk

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

SPECIAL LAND USE PERMIT AMENDMENT – FINAL SITE PLAN & DESIGN REVIEW

Meeting Date, Time, Location:	Monday, April 13 , 2026 at 7:00 PM Municipal Building, 151 Martin Birmingham, MI 48009
Location of Request:	**298 S. Old Woodward**
Nature of Hearing:	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.
City Staff Contact:	Nick Dupuis, Planning Director, 248 530 1856 ndupuis@bhamgov.org
Notice Requirements:	Mailed to all property owners and occupants within 300 feet. Published 3/29/2026
Approved minutes may be viewed at:	City Clerk's Office or online at bhamgov.org/commission

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 may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

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 to request mobility, visual, hearing or other assistance.

City of ROCHESTER HILLS
1000 Rochester Hills Drive, Rochester Hills, Michigan 48309-3033

ORDINANCE NO. 681

AN ORDINANCE TO ADD ARTICLE V, TURKEY MANAGEMENT, TO CHAPTER 14, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, TO PROHIBIT THE FEEDING OF TURKEYS, LIST EXCEPTIONS, REPEAL CONFLICTING ORDINANCES, AND PRESCRIBE A PENALTY FOR VIOLATIONS.

EFFECTIVE DATE AND ADOPTION:

This ordinance shall become effective on Monday, **March 30, 2026** following its publication in the *Oakland Press* newspaper on Sunday, March 29, 2026.

This ordinance was adopted by the Rochester Hills City Council at a meeting thereof held on Monday, March 23, 2026.

A true and complete copy of this ordinance may be inspected at the Office of the City Clerk, Rochester Hills Municipal Building, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, during regular business hours (8:00 AM to 5:00 PM), Monday through Friday, except holidays or may be viewed on the City's website at www.rochesterhills.org.

CITY OF ROCHESTER HILLS
BRYAN BARNETT, MAYOR
LEANNE SCOTT, CITY CLERK

MEMORANDUM

Police Department

DATE: April 27, 2026

TO: Jana Ecker, City Manager

FROM: Scott Grewe, Chief of Police

SUBJECT: Police Department Renovation and Expansion Design and Expenditure Approval

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INTRODUCTION:

The City Commission has recently approved contracts with MCD Architects and Sachse Construction for the Police Department renovations and expansion projects. The Police Department is ready to continue moving this project forward with the City Commission's approval of the designs and the approval of expenditures for Phase 1 of the project.

BACKGROUND:

At the October 6, 2025, regularly scheduled meeting of the City Commission, the Commission approved a contract with MCD Architects to design the proposed renovations and expansions for the Police Department. At the April 13, 2026, regularly scheduled meeting of the City Commission, the Commission approved the Construction Manager, Sachse.

The Historic District Commission (HDC) reviewed the designs for the sally port at its March 18, 2026, meeting. The HDC discussed the requirements for differentiating the building under the Secretary of the Interior Standards for Rehabilitation, given the Municipal Buildings' historic designation. Some members liked that the design at the time blended in with the existing building. Ultimately, the HDC passed a motion to approve the design with the condition that MCD works with the Planning Department to ensure compliance with the Secretary of the Interior Standards for Rehabilitation numbers 1, 2, 5, 9, and 10 to provide more differentiation in certain areas of the work to reduce any false sense of historical development.

MCD has finalized updates to the sally port designs following review by the City's Historic District Commission and recommendations from the Planning Department. Additionally, the designs have been completed for Phases 1 and 2 of the project, which include the interview room, dispatch expansion, and storage/evidence garage.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

In the current approved budget (FY 2025/2026), Phase 1 of the project and the sally port

design have been budgeted.

2025/2026 FY Budgeted Amounts		
Interview Room:	$50,000.00	101.0-301.000-971.0100
Garage:	$250,000.00	403.0-901.301-977.0000
Sally Port:	$100,000.00	403.0-901.301-977.0000

The City Commission has previously approved the expenditure for MCD Architect at the October 6, 2025, meeting. With the addition of the Construction Manager at the April 13, 2026, meeting, the Police Department is requesting approval to incur expenditures budgeted for in this fiscal year to begin Phase one of the project (garage, interview room).

The amounts required to cover Phase 2 (sally port, dispatch expansion) projects have been included as requests in the recommended 2026-2027 budget currently before the City Commission for approval. Estimated project costs were projected for the Sally Port construction ($700,000) and the Dispatch expansion ($200,000). In total, $1,300,000.00 has been requested between the current and upcoming fiscal years.

SUSTAINABILITY:
The Police Department is working with MCD and Sachse to address sustainable features where available.

DESIGN CONSIDERATIONS:
It is intended that the Storage/Evidence Garage will be designed to match the current buildings within the Department of Public Services yard. The Sally Port design was reviewed by the HDC on March 18, 2026, and MCD continued working with the Planning Department on the completed designs. No exterior changes to City Hall are proposed for the interview room or dispatch renovation projects.

PUBLIC COMMUNICATIONS:
At the City's Long Range Planning meetings in 2025 and 2026, the Police Department reviewed the security concerns noted during the accreditation process and discussed future projects to address the security deficiencies. Also, at the Budget Hearings in 2025 and 2026, these items were included in the budget documents presented, and discussion of these construction projects took place. Then, on October 6, 2025, at a regularly scheduled City Commission meeting, the Commission approved a contract with MCD Architects. At the April 13, 2026, regularly scheduled meeting of the City Commission, the Commission approved the Construction Manager, Sachse.

SUMMARY:
MCD has completed its designs of all four projects associated with Phases 1 and 2. The sally port design has been approved by the HDC and the Planning Department and is ready for the City Commission’s review and approval.

Additionally, the Police Department is prepared to move forward with Phase 1 of the project and is requesting approval of expenditures for funds budgeted for the current fiscal year (25/26).

ATTACHMENTS:

1. Planning report to HDC Sally Port
2. MCD - BPD Sally Port Renders 4.21.26
3. MCD-DPS Garage Renderings

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve Phase 1 of the Police Department Renovation/Expansion for the interview room project within City Hall and the garage renovations within the DPS campus in an amount not to exceed $300,000.00.

AND

Make a motion adopting a resolution to approve the final design of the proposed sally port included in Phase 2 of the Police Department upgrade project.

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Planning Department

DATE: March 18, 2026

TO: Historic District Commission

FROM: Nicholas Dupuis, Planning Director

SUBJECT: 151 Martin – Birmingham City Hall – Design Review

Zoning: PP (Public Property) & C (Community Overlay)

Existing Use: Two-Story Government Office

History

The property was purchased following a bond vote in 1926 to purchase land for both the Municipal Building, which would house the village offices, fire department and police department, and Baldwin Library. The Municipal Building was erected between March and November of 1928. The architects were Marcus E. Burrows and Frank Eurich Jr. of Detroit. The two buildings together replaces the old Library Hall, located at east Maple and Old Woodward (at the current site of the Briggs Building), which had served from 1895 to 1926, and the village offices housed in a residence on Martin Street approximately where the present Municipal Building stands. Earlier, from 1871 to1895, the old Library Village Township Hall occupied the original Methodist Church Building located at the south east corner of the present Baldwin Library block.

Introduction & Proposal

A Design Review application has been submitted for a small addition to the rear of the building for the purposes of adding a sally port for use by the Birmingham Police Department. The addition will take the space of two parking spaces and a sidewalk/access ramp that leads to the Police Department booking area.

The proposed addition is a little over 400 sq. ft. in size and is one story (15 ft.) tall. The addition is proposed to be constructed of brick and limestone and contains an overhead garage door,

pedestrian door, and two windows on the west side of the addition. A summary of the new materials can be found in the table below.

Material	Location	Color
Brick	All Sides	Match Existing
Limestone	Base & Trim Details	Natural
Overhead & Pedestrian Door	South Façade	Match Existing
Windows	West Façade	Match Existing

Design Review Standards and Guidelines

Chapter 127, Section 127-11 of the Birmingham Code of Ordinances states that in reviewing plans, the commission shall follow the U.S. secretary of the interior's standards for rehabilitation and guidelines for rehabilitating historic buildings as set forth in 36 C.F.R. part 67. Design review standards and guidelines that address special design characteristics of historic districts administered by the commission may be followed if they are equivalent in guidance to the secretary of interior's standards and guidelines and are established or approved by the state historic preservation office of the Michigan Historical Center. The U.S. Secretary of the Interior Standards for Rehabilitation ("SOI Standards") are provided in full at the end of this report.

In reviewing plans, the commission shall also consider all of the following:

1. The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.
2. The relationship of any architectural features of the resource to the rest of the resource and to the surrounding area.
3. The general compatibility of the design, arrangement, texture, and materials proposed to be used.
4. Other factors, such as aesthetic value, that the commission finds relevant.
5. Whether the applicant has certified in the application that the property where work will be undertaken has, or will have before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

Finally, the Historic District Commission (HDC) should consider the applicable recommendations within the Birmingham Historic District Design Guidelines.

Recommendation

The Michigan State Historic Preservation Office defines rehabilitation as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

Considering the above, the proposed renovation (as proposed by the applicant) generally meets the Secretary of the Interior Standards for Rehabilitation numbers 1, 2, 5, 9 and 10. The following analysis breaks down the proposal through the lens of each standard above:

1. *A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.*

   The proposed addition does not alter the historic use of the property, which will remain as government offices.

2. *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*

   The rear of the building contains many character defining features that are found on other portions of the building including windows, limestone details, and slate roof. The placement of the new addition in an open portion of the property will not remove any existing materials or spaces, but will block two large historic windows located on the west side of the building that are currently blocked from the interior. The new addition will introduce new windows, which may offset the visual loss of the existing windows.

5. *Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.*

   Based on the design plans submitted, it appears as though all distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize City Hall are being preserved appropriately.

9. *New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.*

   It is apparent that the design of the proposed addition is heavily influenced by the existing historic building, which may benefit from a little more differentiation than is currently proposed. The Planning Department was advised that the applicant based the design of the new addition based on the nearby two-story addition directly to the north. On one hand, the flat roof design of the building well differentiates the new addition from the steep peaked room of the historic building, which is a plus. However, the exact matching of the limestone window detail and door design may be inappropriate and could create a false sense of historic development. The Planning Department recommends that the applicant revisit some of the details on the addition to differentiate it a little more from the original building and its features.

10. *New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

    Based on the proposed design, the new addition appears to be minimally impactful and can be removed in the future with no major detriments to the original historic building.

Based on the review above, the Planning Department recommends that the Historic District Commission consider **APPROVAL** of the Design Review application for 151 Martin St. – Birmingham City Hall. The Planning Department finds the new addition to be minor and located at the rear of the building with little to no affect on the historic structure. The proposed design and material selection for the addition are appropriate and complement the historic building. In addition, the proposed alterations are not disruptive to the broader Shain Park Historic District. This recommendation is based on the proposal as designed meeting the Secretary of the interior Standards for Rehabilitation numbers 1, 2, 5, 9 and 10. The approval should be conditioned on the following:

1. The applicant must work with the Planning Department to provide more differentiation in certain areas of the addition in an effort to reduce any false sense of historical development; and
2. The applicant must comply with the request of all City Departments.

Wording for Motions
I move that the Commission **APPROVE** the Design Review application and issue a Certificate of Appropriateness for 151 Martin St. – Birmingham City Hall – with the condition listed below. The proposed work will meet the Secretary of the Interior Standards for Rehabilitation numbers 1, 2, 5, 9 and 10. The approval is conditioned on the following:

1. The applicant must work with the Planning Department to provide more differentiation in certain areas of the addition in an effort to reduce any false sense of historical development; and
2. The applicant must comply with the request of all City Departments.

OR

I move that the Commission **POSTPONE** the Design Review application and the issuance of a Certificate of Appropriateness for 151 Martin St. – Birmingham City Hall – for the following reason(s):

1. _____
2. _____
3. _____

OR

I move that the Commission **DENY** the Design Review application for 151 Martin St. – Birmingham City Hall. Because of _____ the work does not meet The Secretary of the Interior's Standards for Rehabilitation standard number(s) _____.

OR

Notice to Proceed

I move the Commission issue a Notice to Proceed for number _____. The work is not appropriate, however the following condition prevails: _____and the proposed application will materially correct the condition.

Choose from one of these conditions:

a) The resource constitutes hazard to the safety of the public or the structure's occupants.

b) The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing, and environmental clearances.

c) Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the historic district. have been attempted and exhausted by the owner.

d) Retaining the resource is not in the best of the majority of the community.

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

RENOVATIONS FOR:

BIRMINGHAM CITY HALL

151 MARTIN ST. BIRMINGHAM MI 48009

ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR	LAV	LAVATORY
AHJ	AUTHORITIES HAVING JURISDICTION	LP	LOW POINT
AJS	ALL JOIST SYSTEM	MANUF	MANUFACTURER
ASBA	AS SELECTED BY ARCHITECT	MAX	MAXIMUN
BO	BOTTOM OF	MDF	MEDIUM DENSITY FIBERBOARD
BOF	BOTTOM OF FOOTING		
BOS	BOTTOM OF STEEL	MECH	MECHANICAL
CFMF	COLD FORMED METAL FRAMING	MEZZ	MEZZANINE
CLO	CLOSET	MIN	MINIMUM
CM	CONSTRUCTION MANAGER	MISC	MISCELLANEOUS
CMU	CONCRETE MASONRY UNITS	MO	MASONRY OPENING
CONC	CONCRETE	NCM	NON COMBUSTIBLE MATERIAL
CONT	CONTINUOUS	NIC	NOT IN CONTRACT
CONTR	CONTRACTOR	NTS	NOT TO SCALE
CORR	CORRIDOR	OC	ON CENTER
CPT	CARPET	OPP	OPPOSITE
DEMO	DEMOLITION	PLAM	PLASTIC LAMINATE
DIA	DIAMETER	PTD	PAINTED
EIFS	EXTERIOR INSULATION FINISH SYSTEM	R	RISERS
		REINF	REINFORCING
ELEV	ELEVATION	REQ	REQUIRED
EMER	EMERGENCY	RS	ROOF SUMP
EQ	EQUAL	SF	SQUARE FEET
EQUIP	EQUIPMENT	SIM	SIMILAR
EW	EACH WAY	SPECS	SPECIFICATIONS
EWC	ELECTRIC WATER COOLER	T&G	TONGUE AND GROOVE
EXIST	EXISTING	TEMP	TEMPERED
EXT	EXTERIOR	TME	TO MATCH EXISTING
FD	FLOOR DRAIN	TO	TOP OF
FF	FINISHED FLOOR	TOF	TOP OF FOOTING
FIN	FINISH	TOS	TOP OF STEEL
FL	FLOOR	TOW	TOP OF WALL
FRT	FIRE RETARDANT TREATED	TYP	TYPICAL
GA	GAUGE	UNO	UNLESS NOTED OTHERWISE
GALV	GALVANIZED	US	UNDERSIDE
GC	GENERAL CONTRACTOR	VCT	VINYL COMPOSITION TILE
GYP. BD.	GYPSUM BOARD	VERT	VERTICAL
HM	HOLLOW METAL	VIF	VERIFY IN FIELD
HOR.	HORIZONTAL	W	WITH
HP	HIGH POINT	WWF	WELDED WIRE FABRIC
HVAC	HEATING, VENTILATING, AIR CONDITIONING		
INSUL	INSULATION		
JC	JANITOR'S CLOSET		

INDEX OF DRAWINGS

DESIGN REVIEW SET	NO.	SHEET TITLE
		ARCHITECTURAL DRAWINGS
●	G-101	COVER SHEET AND DRAWING INDEX
●	A-101	DEMOLITION AND PROPOSED FLOOR PLANS
●	A-102	DEMOLITION AND PROPOSED RCP / LIGHTED CEILING PLANS
●	A-201	EXTERIOR ELEVATIONS
	A-501	DETAILS
	A-701	WALL/DOOR PLANS, SECTIONS, AND ELEVATIONS
●	A-901	EXISTING PHOTOGRAPHS
		CIVIL DRAWINGS
○	1	ALTA / NSPS / LAND TITLE / BOUNDARY / TOPOGRAPHIC / TREE SURVEY

● SHEET ISSUED

○ SHEET ISSUED FOR REFERENCE ONLY

GENERAL NOTES:

1. LIGHT GAUGE STEEL FRAMING TO CONFORM TO ASTM STANDARDS C-645 AND C-754.
2. ALL DIMENSIONS ARE FROM FINISH FACE OF DRYWALL TO FINISH FACE OF DRYWALL OR FACE OF EXTERIOR WALL SHEATHING U.N.O.
3. ALL CONSTRUCTION TO CONFORM TO APPLICABLE STATE AND LOCAL CODES.
4. CONTRACTOR IS RESPONSIBLE FOR ALL APPLICABLE BUILDING INSPECTIONS.
5. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO REFERENCE EACH PARTICULAR CONSTRUCTION ISSUE THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT THE ENTIRE PROJECT IS COMPLETED IN A MANNER THAT IS IN ACCORDANCE TO THE INTENT OF THE DRAWINGS AND FULLY COMPLIES WITH ALL APPLICABLE CODES, REGULATIONS, AND MANUFACTURER SPECIFICATIONS AND RECOMMENDATIONS.
6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INVESTIGATE AND CONFIRM ALL EXISTING CONDITIONS AND TO NOTIFY THE OWNER AND ARCHITECT OF EXISTING CONDITIONS THAT ARE UNFORESEEN OR ARE DIFFERENT FROM CONDITIONS THAT ARE DEPICTED IN THE CONTRACT DOCUMENTS.
7. DO NOT SCALE DRAWINGS. CONTACT ARCHITECT FOR DIMENSIONAL CLARIFICATIONS.
8. THE CONTRACTOR IS REQUIRED TO MAINTAIN A SAFE, CLEAN, AND ORDERLY WORK ENVIRONMENT DURING ALL PHASES OF CONSTRUCTION.
9. ALL PRODUCTS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS AND AS RECOMMENDED BY RECOGNIZED INDUSTRY AND TRADE STANDARDS.
10. ALL GYPSUM PRODUCTS SHALL BE INSTALLED PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS AND THE GUIDELINES AND SPECIFICATIONS PUBLISHED BY THE "GYPSUM ASSOCIATION".
11. ALL OUTSIDE GYP. BD. CORNERS SHALL RECEIVE "NO-COAT" DRYWALL CORNER BEAD.
12. ALL GYP. BD. SHALL RECEIVE A LEVEL 4 FINISH (BASED ON "USG" GUIDELINES) FOR A SMOOTH MONOLITHIC APPEARANCE.
13. ALL GYP. BD. SHALL BE ATTACHED TO FRAMING AS OUTLINED:
    - A. ADHERED WITH A CONT. BEAD OF DRYWALL ADHESIVE TO EACH FRAMING MEMBER. ADHESIVE SHALL MEET ASTM C557 STANDARDS AND BE INSTALLED PER THE ADHESIVE MANUFACTURER AND "USG" RECOMMENDATIONS.
    - B. MECHANICALLY FASTENED WITH 1-5/8" TYPE 'S' BUGLE HEAD SCREWS.
    - C. GYP. BD. SHALL BE APPLIED PERPENDICULAR TO WALL AND CEILING FRAMING WITH SCREWS AT 16" OC AT ENDS, AT EACH FRAMING MEMBER ALONG EDGES AND WITH ONE FIELD SCREW PER FRAMING MEMBER.
14. ALL INTERIOR AND EXTERIOR PAINT SHALL BE FURNISHED AND INSTALLED PER THE "ARCHITECTURAL PAINTING SPECIFICATION MANUAL" LATEST EDITION, PUBLISHED BY THE "MASTER PAINTERS INSTITUTE".
15. ALL SEALANTS SHALL COMPLY WITH AND BE INSTALLED TO COMPLY WITH THE RECOMMENDATIONS IN "ASTM C 1193" AS APPLICABLE TO THE MATERIALS, APPLICATIONS, AND CONDITIONS BEING USED.
16. CONTRACTOR TO CAREFULLY REVIEW DRAWINGS AND REPORT ANY DISCREPANCIES TO ARCHITECT. THE CONTRACTOR SHALL ACCEPT RESPONSIBILITY FOR DISCREPANCIES IDENTIFIED AFTER AWARD OF THE CONTRACT AND THOSE DISCREPANCIES SHALL BE INTERPRETED PER THE SOLE DISCRETION OF THE ARCHITECT WITH NO ADVERSE IMPACT ON THE CONTRACT AMOUNT.
17. THE GENERAL CONTRACTOR MAY SUBMIT SPECIFICATIONS FOR ALTERNATE MATERIALS AND FIXTURES FOR CONSIDERATION BY THE ARCHITECT FOR ALL SPECIFIED MATERIALS AND FIXTURES
18. EXIT AND TOILET ROOM DOORS SHALL BE IDENTIFIED WITH ACCESSIBLE SIGNAGE PER SECTION 110 MBC 2021 AND 703.4.5 ICC/ANSI - A117.1-2017



LOCATION MAP

ISSUED:

DESIGN REVIEW 3.2.2026

MCD ARCHITECTS

33610 GRAND RIVER
FARMINGTON, MI, 48335
www.mcdarchitects.com
248-374-0001

RENOVATIONS FOR:

BIRMINGHAM CITY HALL

151 MARTIN ST.
BIRMINGHAM, MI
48009

TITLE SHEET AND DRAWING INDEX

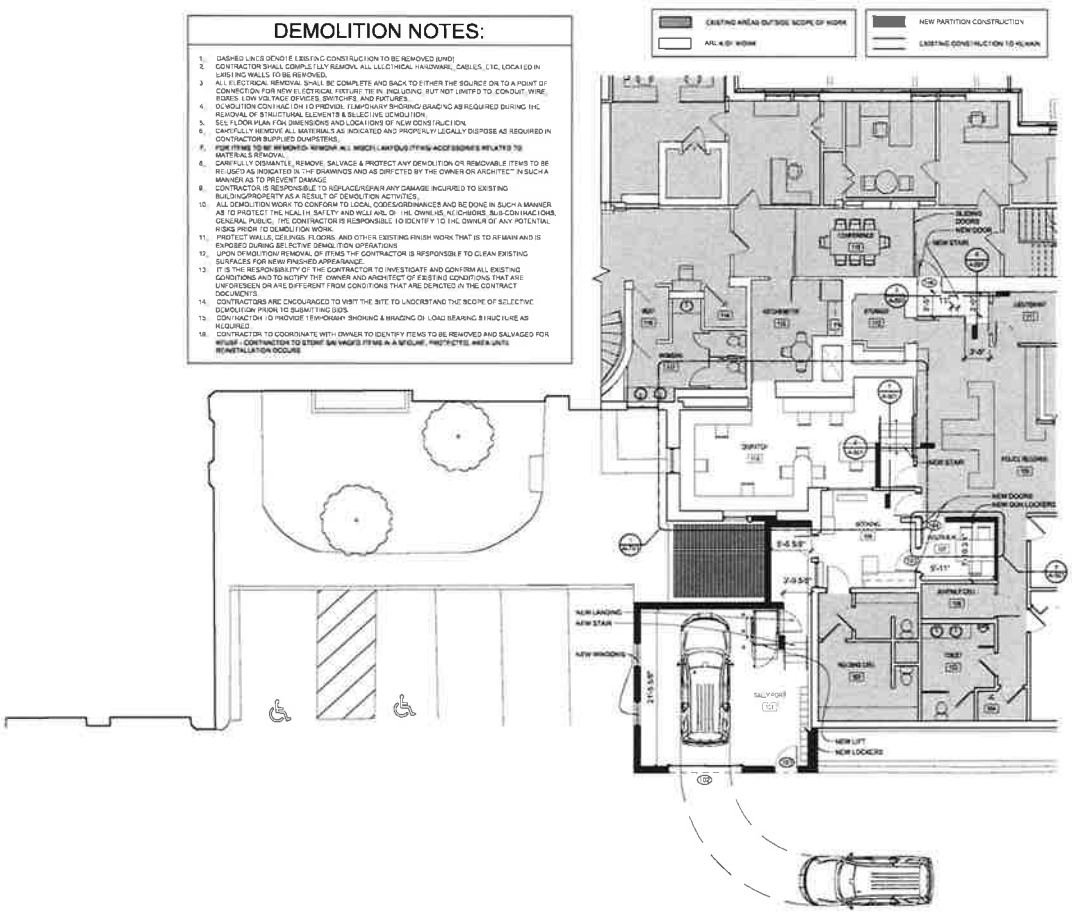
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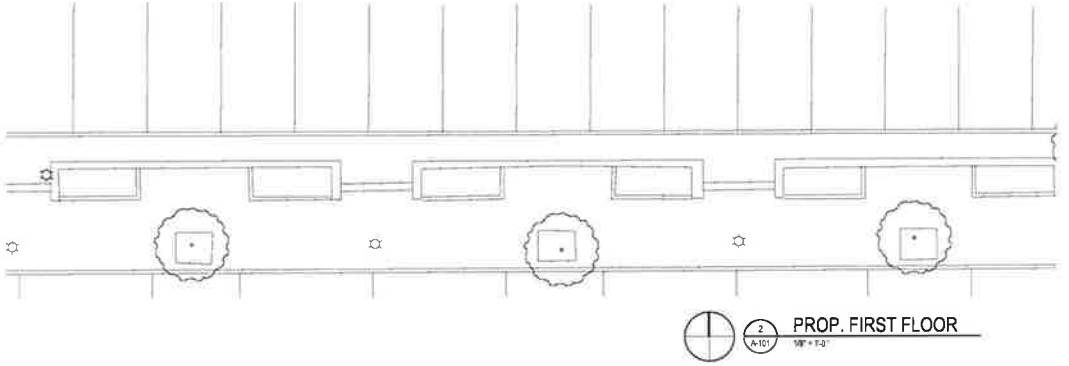
APPROVED BY: SS

PROJECT NO.	SHEET NO.
25498	G-101

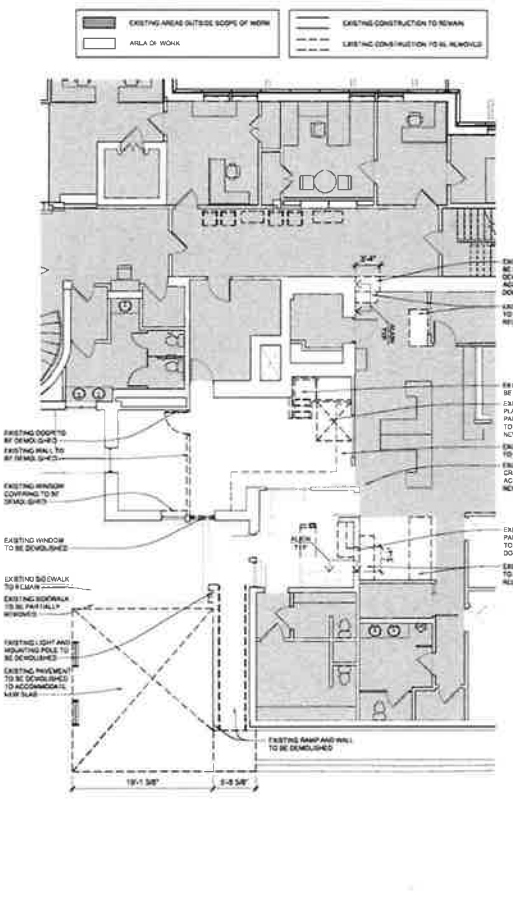
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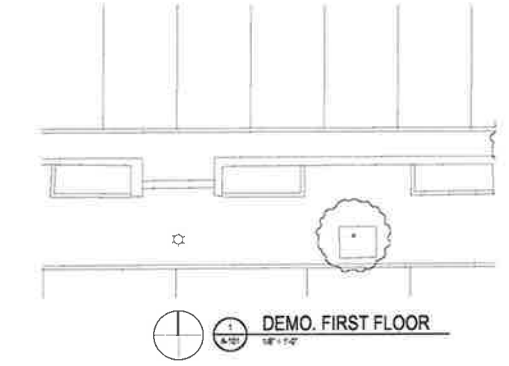
1. DASHED LINES DENOTE EXISTING CONSTRUCTION TO BE REMOVED (UNO)
2. CONTRACTOR SHALL COMPLETELY REMOVE ALL ELECTRICAL HARDWARE, CABLES, ETC. LOCATED IN EXISTING WALLS TO BE REMOVED.
3. ALL ELECTRICAL REMOVAL SHALL BE COMPLETE AND BACK TO EITHER THE SOURCE OR TO A POINT OF CONNECTION FOR NEW ELECTRICAL FIXTURE TIE IN, INCLUDING, BUT NOT LIMITED TO, CONDUIT, WIRE, BOXES, LOW VOLTAGE DEVICES, SWITCHES, AND FIXTURES.
4. DEMOLITION CONTRACTOR TO PROVIDE TEMPORARY SHORING/BRACING AS REQUIRED DURING THE REMOVAL OF STRUCTURAL ELEMENTS & SELECTIVE DEMOLITION.
5. SEE FLOOR PLAN FOR DIMENSIONS AND LOCATIONS OF NEW CONSTRUCTION.
6. CAREFULLY REMOVE ALL MATERIALS AS INDICATED AND PROPERLY LEGALLY DISPOSE AS REQUIRED IN CONTRACTOR SUPPLIED DUMPSTERS.
7. FOR ITEMS TO BE REMOVED, REMOVE ALL MISCELLANEOUS ITEMS/ACCESSORIES RELATED TO MATERIALS REMOVAL.
8. CAREFULLY DISMANTLE, REMOVE, SALVAGE & PROTECT ANY DEMOLITION OR REMOVABLE ITEMS TO BE RE-USED AS INDICATED IN THE DRAWINGS AND AS DIRECTED BY THE OWNER OR ARCHITECT IN SUCH A MANNER AS TO PREVENT DAMAGE.
9. CONTRACTOR IS RESPONSIBLE TO REPLACE/REPAIR ANY DAMAGE INCURRED TO EXISTING BUILDING/PROPERTY AS A RESULT OF DEMOLITION ACTIVITIES.
10. ALL DEMOLITION WORK TO CONFORM TO LOCAL CODES/ORDINANCES AND BE DONE IN SUCH A MANNER AS TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE OWNERS, NEIGHBORS, SUB-CONTRACTORS, GENERAL PUBLIC. THE CONTRACTOR IS RESPONSIBLE TO IDENTIFY TO THE OWNER OF ANY POTENTIAL RISKS PRIOR TO DEMOLITION WORK.
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14. CONTRACTORS ARE ENCOURAGED TO VISIT THE SITE TO UNDERSTAND THE SCOPE OF SELECTIVE DEMOLITION PRIOR TO SUBMITTING BIDS.
15. CONTRACTOR TO PROVIDE TEMPORARY SHORING & BRACING OF LOAD BEARING STRUCTURE AS REQUIRED.
16. CONTRACTOR TO COORDINATE WITH OWNER TO IDENTIFY ITEMS TO BE REMOVED AND SALVAGED FOR REUSE. CONTRACTOR TO STORE SALVAGED ITEMS IN A SECURE, PROTECTED AREA UNTIL REINSTALLATION OCCURS





PROP. FIRST FLOOR
2 A-101
1/8" = 1'-0"





DEMO. FIRST FLOOR
1 A-101
1/8" = 1'-0"

ISSUED:

DESIGN REVIEW	3.2.2021

MCD ARCHITECTS
33610 GRAND RIVER
FARMINGTON, MI, 48335
www.mcdarchitects.com
248-374-0001

RENOVATIONS FOR:

BIRMINGHAM CITY HALL
151 MARTIN ST,
BIRMINGHAM, MI
48009

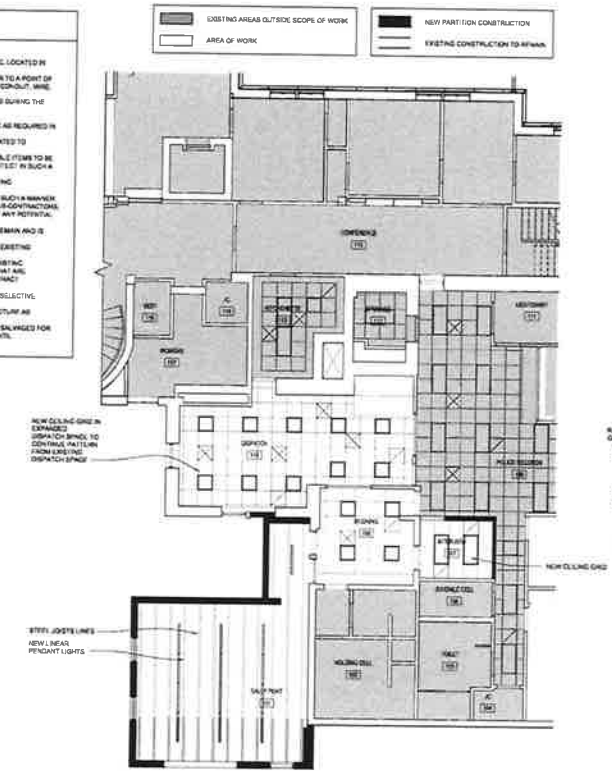
DEMOLITION AND PROPOSED FLOOR PLANS

DRAWN BY: GA
APPROVED BY: SS

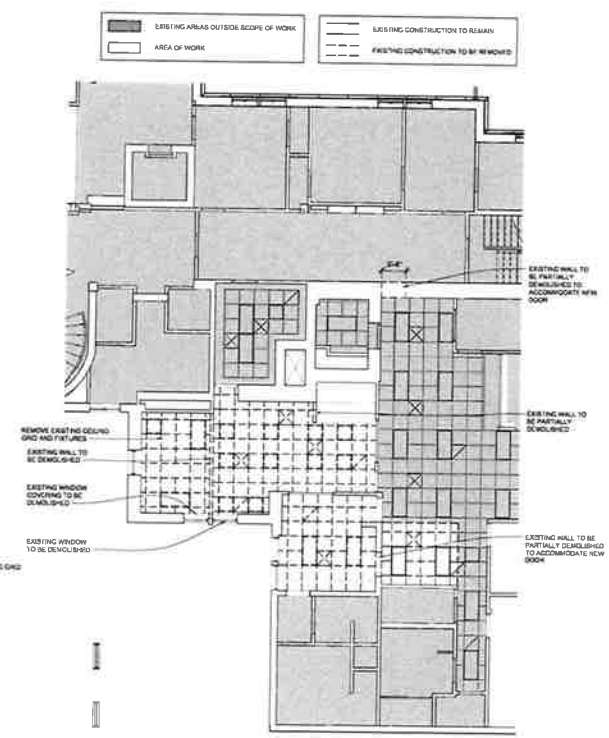
PROJECT NO.	SHEET NO.
25498	A-101

DEMOLITION NOTES:

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2 A-102 PROP. FIRST FLOOR RCP
1/8" = 1'-0"



1 A-102 DEMO. FIRST FLOOR RCP
1/8" = 1'-0"

ISSUED:

DESIGN REVIEW 3.2.2026

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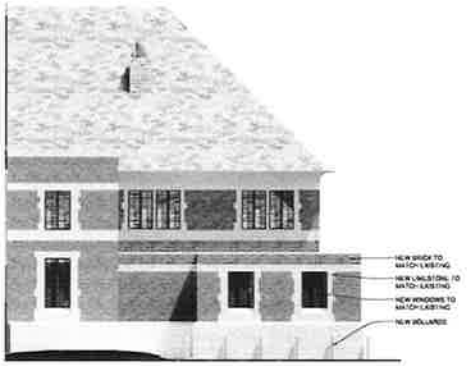
RENOVATIONS FOR:

BIRMINGHAM CITY HALL
151 MARTIN ST.
BIRMINGHAM, MI
48009

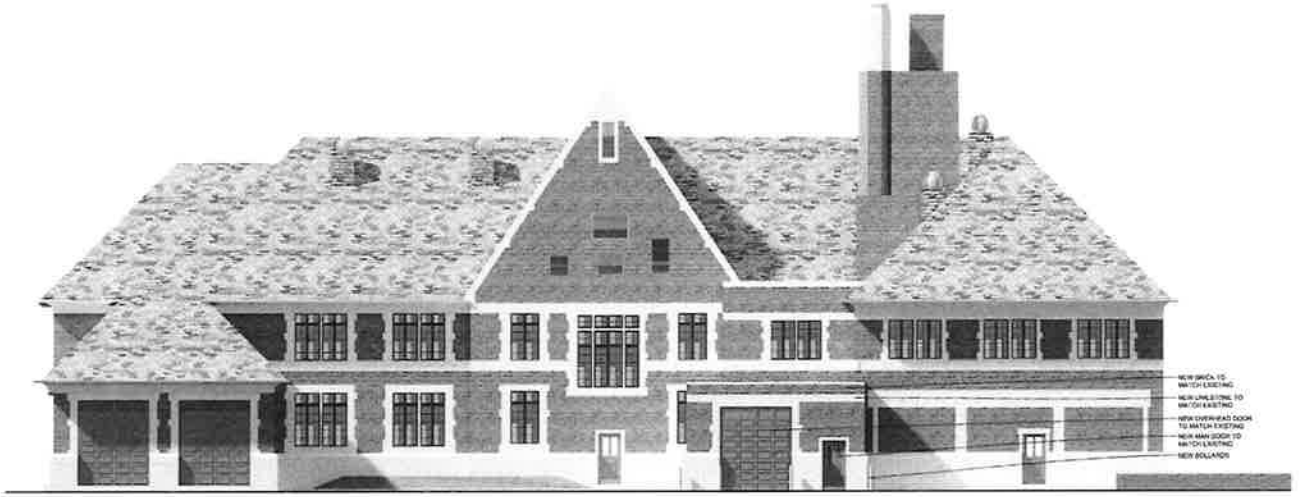
DEMOLITION AND PROPOSED REFLECTED CEILING PLANS

DRAWN BY: GA
APPROVED BY: SS

PROJECT NO.	SHEET NO.
25498	A-102



WEST ELEVATION



SOUTH ELEVATION

ISSUED:

DESIGN REVIEW 3.2.2026

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RENOVATIONS FOR:

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48009

EXTERIOR ELEVATIONS

DRAWN BY: GA

APPROVED BY: SS

PROJECT NO.	SHEET NO.
25498	A-201



5 A-901 EXISTING AERIAL PHOTO NTS



4 A-901 EXSIT. PHOTO NTS



3 A-901 EXSIT. PHOTO NTS



2 A-901 EXSIT. PHOTO NTS



1 A-901 EXSIT. PHOTO NTS

ISSUED:

OLSON HUHEM 3.2.2018

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FARMINGTON, MI. 48335
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RENOVATIONS FOR:

BIRMINGHAM CITY HALL

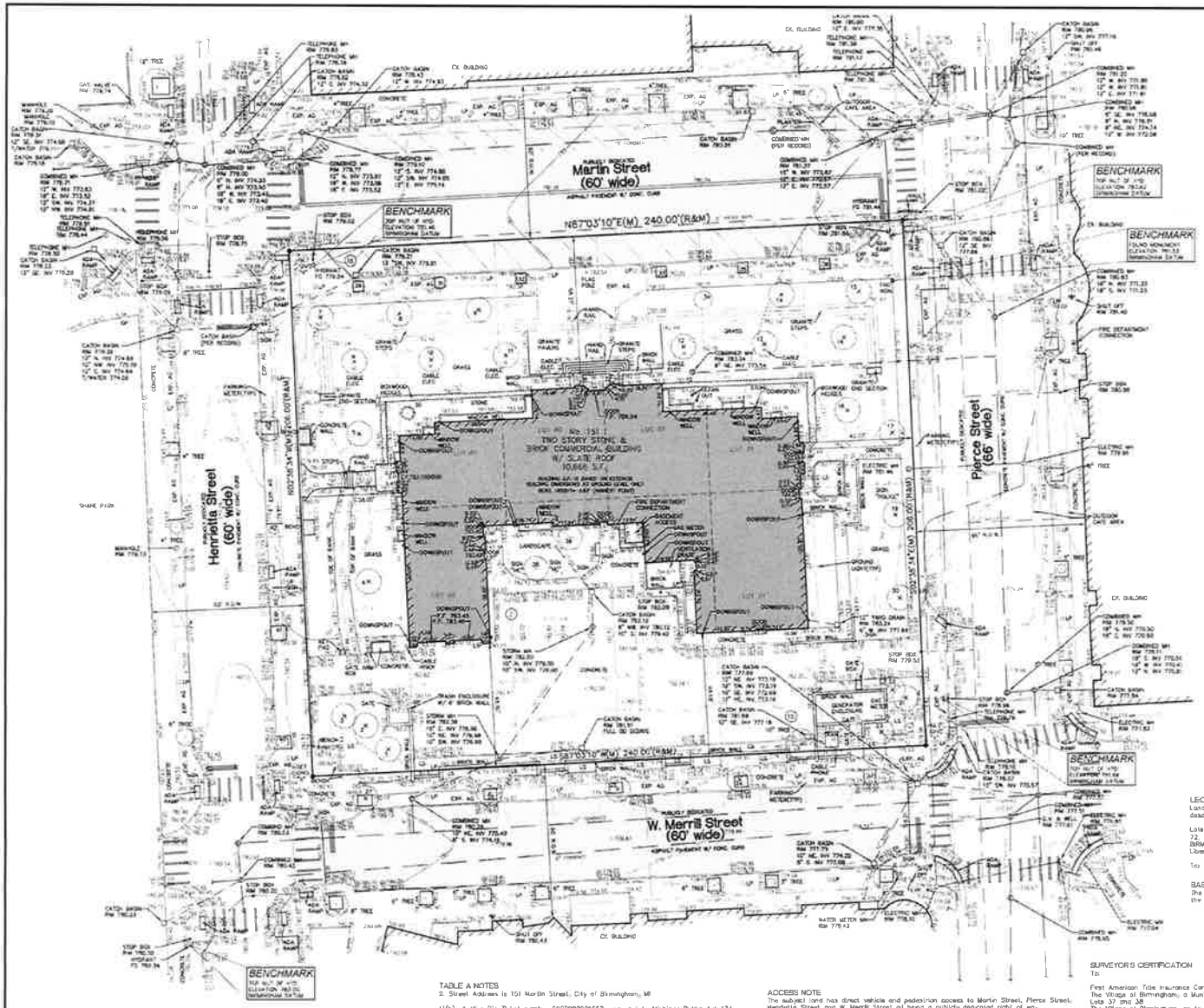
151 MARTIN ST,
BIRMINGHAM, MI
48009

EXISTING PHOTOGRAPHS

DRAWN BY: GA

APPROVED BY: SS

PROJECT NO.	SHEET NO.
25498	A-901


Martin Street
(60' wide)
N67°03'10"E(M) 240.00'(R&M)
Henrietta Street
(60' wide)
Pierce Street
(66' wide)
W. Merrill Street
(60' wide)
No. 151
TWO STORY STONE &
BRICK COMMERCIAL BUILDING
W/ SLATE ROOF
10,666 S.F.±
BENCHMARK
CATCH BASIN
STOP BOX
DOWNSPOUT
EXP. MH
EXP. AG
DRAIN ENCLOSURE
W/ 6" BRICK WALL
CONCRETE
DRIVE
GRASS
TREE
DECIDUOUS
CONIFEROUS
DRIVEWAY
SIDEWALK
CURB
GUARD POST
FIRE DEPARTMENT CONNECTION
ELECTRIC MH
CABLE MH
TELEPHONE MH
COMBINED MH
GAS VALVE
WATER METER PIT
SHUT OFF
FIRE HYDRANT
LIGHT POLE
FLAG POLE
GRANITE CURB
CONCRETE CURB
ASPHALT PAVEMENT W/ CONC. CURB
BRICK PAVERS
LANDSCAPE
GROUND SIGN (TYP.)
BUILDING SETBACK LINE
SHARE PKGN.
EX. BUILDING
EX. BUILDING
EX. BUILDING



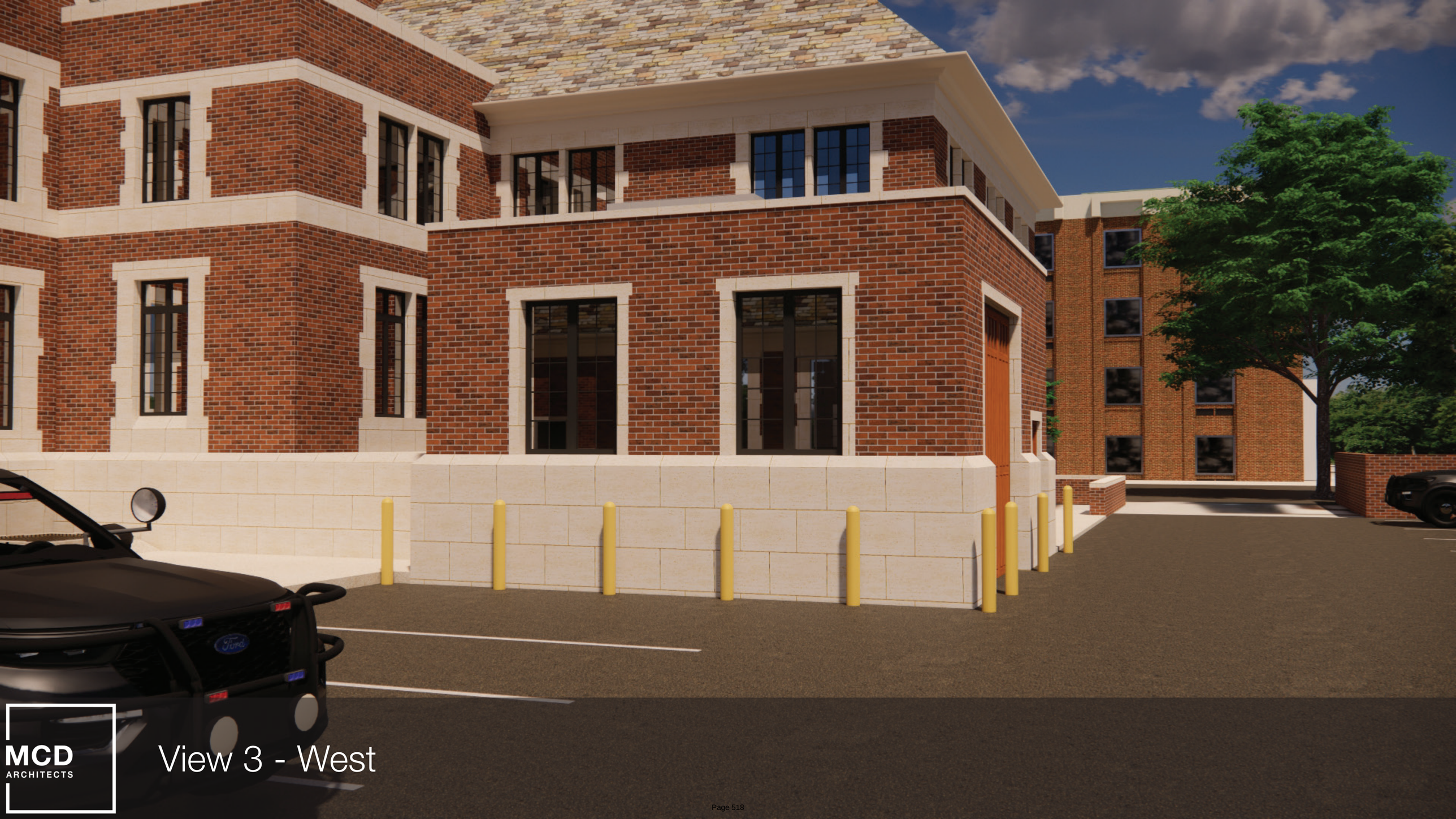
MCD
ARCHITECTS

View 1 - South



MCD ARCHITECTS

View 2 - South East



MCD
ARCHITECTS

View 3 - West





MEMORANDUM

Parking System

DATE: March 23, 2026

TO: Jana L. Ecker, City Manager

FROM: Aaron Ford, Parking Systems Manager

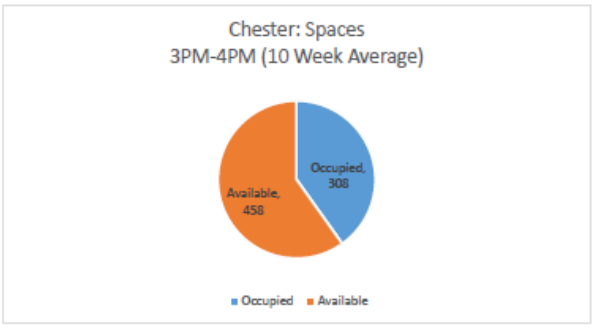
SUBJECT: Evening Monthly Parking Program Adjustment

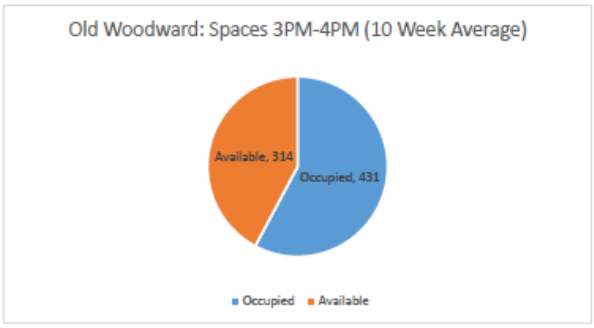
INTRODUCTION:
The Evening Monthly Parking Program provides an established, affordable, and flexible parking option for individuals who regularly utilize City-owned structures during evening and overnight hours. Although not a new initiative, the program continues to play an important role in supporting employees, patrons, and visitors who rely on consistent access to parking outside of standard daytime periods.

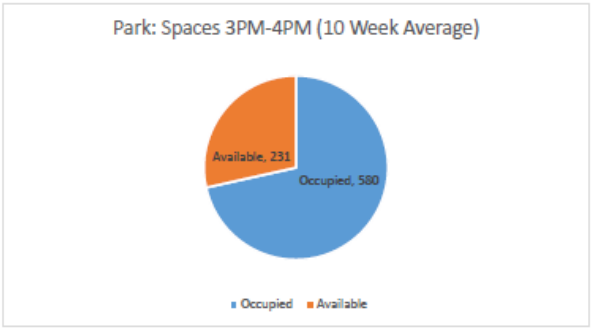
BACKGROUND:
The Evening Monthly Parking Permit is accepted at all five City-owned parking structures, including N. Old Woodward, Peabody, Chester, Pierce, and Park Street. The permit currently authorizes parking between the hours of 4:00 p.m. and 8:00 a.m., seven days per week. Any parking activity outside of this window results in an automatic assessment of fees in accordance with standard public parking rates.

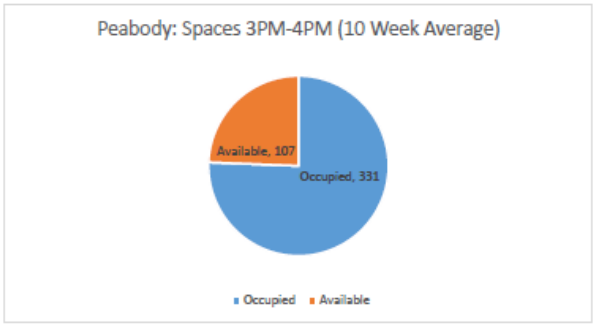
Currently, the Evening Permit is offered at a flat rate of $20 below the standard monthly permit. For example, at the Pierce Street Structure, where the standard monthly rate is $100, the Evening Permit is priced at $80 per month. Across all City-owned facilities, approximately seventy-three permits are issued each month.

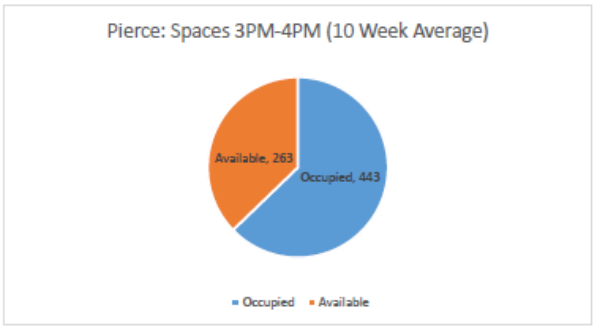
Staff presented a proposal to the Advisory Parking Committee (APC) at their March 11, 2026, meeting to better align the program with the needs of downtown workers. The proposal was very well received, and the APC elected to move forward with staff presenting the item to the City Commission for formal approval. Based on feedback from the Birmingham Shopping District and local service-industry workers, the proposed modifications include adjusting the start time from 4:00 p.m. to 3:00 p.m. to accommodate employees whose shifts begin earlier. Additionally, the program would shift from a flat $20 discount to a 40% discount off regular monthly rates to improve affordability. Under this 40% discount model, evening permit rates would become: $60 at Pierce, $54 at Park, $54 at Peabody, $54 at N. Old Woodward, and $42 at Chester.







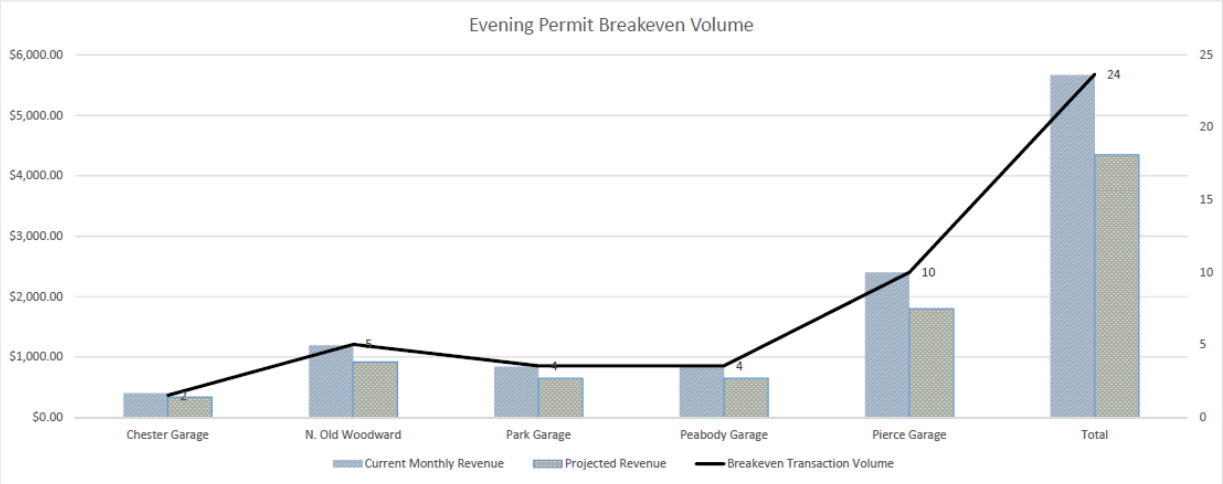




LEGAL REVIEW:
Any future adjustments to program rates, terms, or operational policies will need to remain consistent with existing City ordinances and established fee schedules. Should modifications be contemplated, staff will consult with the City Attorney's Office to ensure full compliance with applicable requirements.

FISCAL IMPACT:
The program generates consistent revenue through recurring monthly permit sales while helping utilize evening parking spaces that would otherwise remain underused. A financial analysis is provided to show the extent to which increased participation may offset the resulting reduction in per-permit revenue. The program's user profile, which includes many service-industry workers who rely on lower-cost parking options, suggests that participation may increase if the program becomes more accessible and affordable.

	Current Evening Rate	Proposed Evening Rate	Current Monthly Revenue	Projected Revenue	Revenue Variance	Breakeven Transaction Volume
Chester Garage	$ 50.00	$ 42.00	$400.00	$336.00	$ (64.00)	2
N. Old Woodward	$ 70.00	$ 54.00	$1,190.00	$918.00	$ (272.00)	5
Park Garage	$ 70.00	$ 54.00	$840.00	$648.00	$ (192.00)	4
Peabody Garage	$ 70.00	$ 54.00	$840.00	$648.00	$ (192.00)	4
Pierce Garage	$ 80.00	$ 60.00	$2,400.00	$1,800.00	$ (600.00)	10
Total	$ -	$ -	$5,670.00	$4,350.00	$ (1,320.00)	24



SUSTAINABILITY:
None.

DESIGN:
None.

PUBLIC COMMUNICATIONS:
In an effort to expand awareness, the City plans to increase promotional outreach for the Evening Monthly Parking program. The Parking Department will work collaboratively with the Birmingham Shopping District (BSD) to improve visibility among downtown employers, particularly restaurants and entertainment establishments. BSD inquiries previously indicated that the current 4:00 p.m. start time is too late for many workers and the $20 discount is viewed as insufficient for those earning modest wages. This feedback has directly informed the proposed program revisions.

SUMMARY:
The Evening Monthly Parking Program remains a beneficial and cost-effective option for frequent evening parkers and contributes to the vitality of the downtown area. However, feedback suggests adjustments are needed to make the program more appealing and better aligned with typical work schedules and financial considerations. To address these concerns, staff recommends modifying the program by shifting the evening start time from 4:00 p.m. to 3:00 p.m. and replacing the flat $20 discount with a 40% discount off the regular monthly parking rate.

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to amend the 2025 fee schedule, and to reflect the proposed changes to the Evening Monthly Parking Permit Program; moving the start time from 4 p.m. to 3 p.m. and increasing the discounted rate from a flat $20.00 to 40% off the monthly permit rate at each garage.

MEMORANDUM

Engineering Department

DATE: April 27, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, City Engineer

SUBJECT: 2025-2026 Asphalt Resurfacing Program
Contract #2-25(P) and #2-26(P) Contract Award

INTRODUCTION:

The Engineering Department opened bids for the 2025 and 2026 Asphalt Resurfacing Program Project Contract#2-25(P) and #2-26(P) on January 20, 2026, and received three (3) bids. The Engineering Department recommends awarding this contract to Al's Asphalt Paving.

BACKGROUND:

The 2025–2026 Asphalt Resurfacing Project includes resurfacing and preventative maintenance treatments on multiple streets to extend the service life of the City's asphalt pavement.

The following streets are scheduled for asphalt resurfacing: Brookside Avenue (Ravine to north dead end), Ravine Road (N. Old Woodward to Park), Euclid Avenue (N. Old Woodward to Park), Park Street (Oakland to Brookside), Ferndale Avenue (Oakland to Ravine), Pierce Street (Frank to Brown), Baldwin Road (Maple to Randall), and Cole Street (S. Eton to east dead end).

Crack sealing will be performed on the following streets: Forest Avenue, Martin Street, Emmons Avenue, Windemere Road, Manchester Road, Ridgedale Avenue, Wallace Street, Henrietta Street, Derby Road, Worth Street, W. Brown Street, Dunstable Road, Cheltenham Road, Sheffield Road, Bradford Road, Melton Road, Mansfield Road, Millrace Road, Southlawn Drive, Hanna Street, Bowers Street, Elm Street, 14 Mile Road, Holland Avenue, and Smith Avenue.

In addition, the program includes trench pavement patching throughout the City and paving improvements to the Springdale Golf Course parking lot.

A Staircase Special Assessment District (SAD) for Brookside Avenue, Ravine Road, and Park Street was presented to the City Commission on April 13, 2026, and again on April 27, 2026, for confirmation of the assessment roll.

The Engineering Department opened bids on January 20, 2026, and received three bids, as summarized in the attached bid tabulation. The lowest responsive and responsible bidder was Al's Asphalt, with a bid of $2,182,392.90. Al's Asphalt has previously completed work in the

City, including the Willits and Bates Project, and has served as a paving subcontractor on other municipal projects. Based on this experience, the Engineering Department is confident in the contractor's qualifications to perform the work.

LEGAL REVIEW:
The City Attorney reviewed and approved the standard RFP and contract language used for bidding on this project. The City Attorney has no objections to the suggested Commission action.

FISCAL IMPACT:
This project is budgeted in the 25–26 fiscal year within the Major Street, Local Street Fund, and Park Fund. The total estimated construction cost of the project is $2,400,632.19, which includes Al's Asphalt bid in the amount of $2,182,392.90, and a 10% contingency. Funding for the project will be provided by the following accounts:

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Major Street Fund	202.0-449.001-981.0100	$290,526.48	$29,052.65	$319,579.13
Local Street Fund	203.0-449.001-981.0100	$1,729,195.02	$172,919.50	$1,902,114.53
Parks Fund	101.0-751.000-811.0000	$162,671.40	$16,267.14	$178,938.54
Total Construction Costs		$2,182,392.90	$218,239.29	$2,400,632.19

Enclosed is the recommendation letter from Nowak & Fraus, which includes bid pricing for similar construction items in other communities.

SUSTAINABILITY:
Preventive maintenance on a roadway is sustainable in energy and cost because it prolongs the use of the roadway before reconstruction is required.

DESIGN CONSIDERATIONS:
ADA requirements are incorporated into the project.

PUBLIC COMMUNICATIONS:
An informational resident meeting was held at City Hall on Wednesday, January 21, 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.

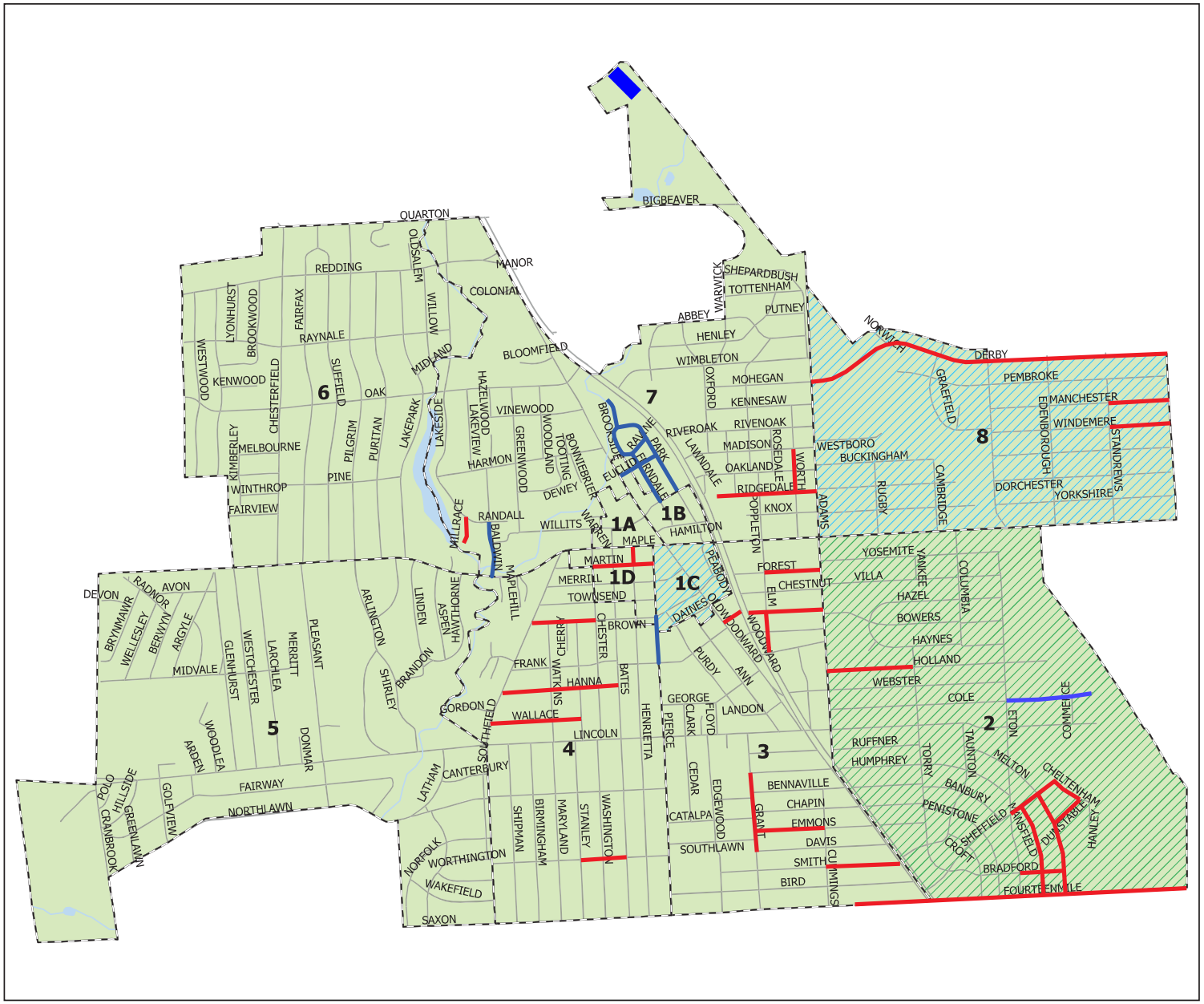
SUMMARY:
The Engineering Department recommends that the 2025 and 2026 Asphalt Resurfacing Program Project Contract #2-25(P) and #2-26(P) be awarded to Al's Asphalt.

ATTACHMENTS:

1. Project Area Maps
2. Bid Summary
3. Nowak & Fraus Recommendation Letter
4. Contract_Book

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to award the 2025 and 2026 Asphalt Resurfacing Program Project Contract#2-25(P) and #2-26(P) to Al's Asphalt in the amount of $2,182,392.90 plus a 10% construction contingency for a total of $2,400,632.19. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all the insurance and bond requirements by Al's Asphalt.



BIRMINGHAM
A WALKABLE CITY

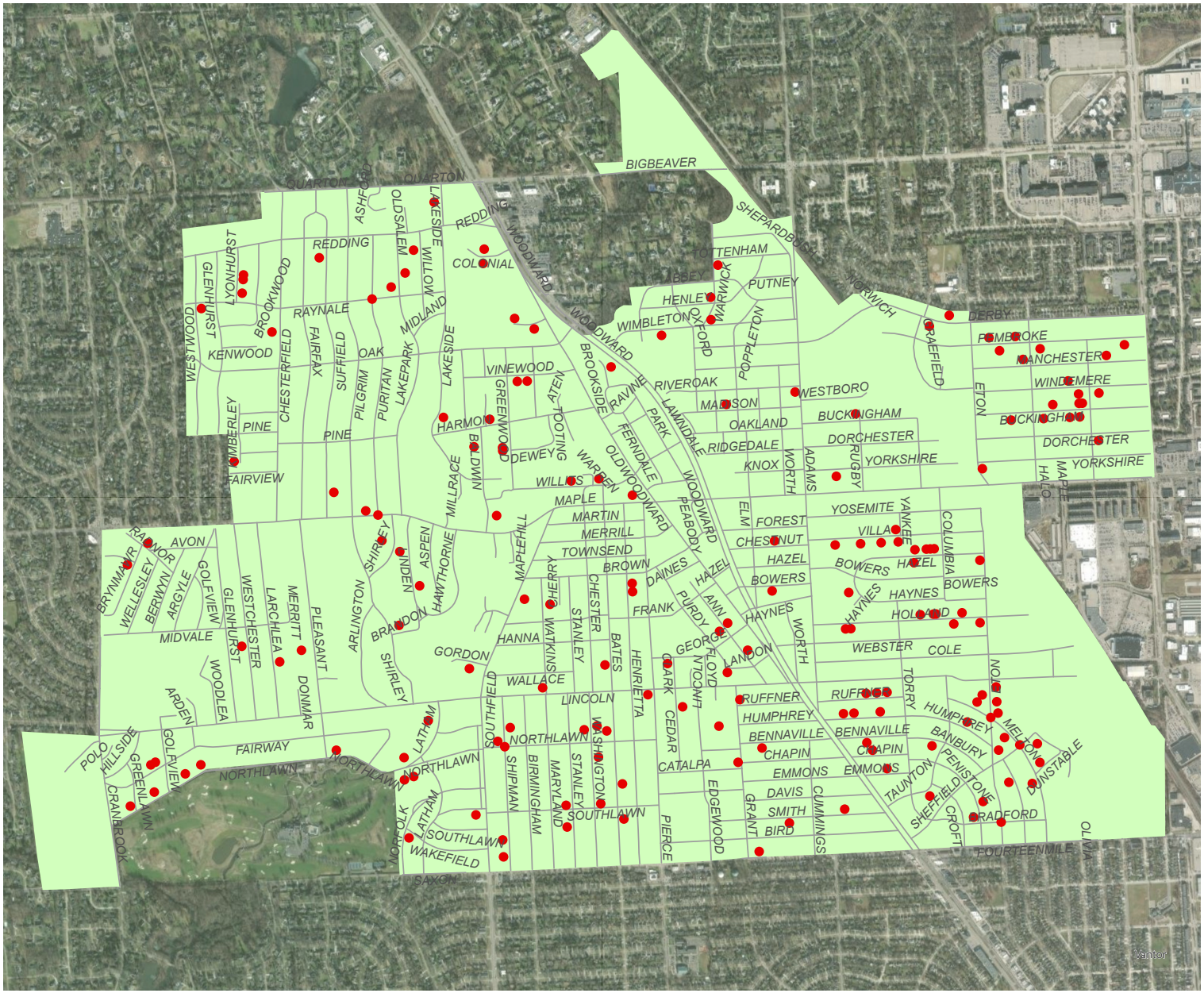
2026
Capital Improvements

Legend

- Asphalt Resurfacing
- Crack Sealing
- Springdale Golf Course Parking Lot

Not to Scale

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.
The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.
Data Sources: Oakland County GIS Utility, City of Birmingham



BIRMINGHAM

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2025/2026 Resurfacing Program

Legend

- Trench Repair Locations

N

0 500 1,000 2,000 3,000 4,000 Feet

1 Inch = 1,500 Feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

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Data Sources: Oakland County GIS Utility, City of Birmingham

BID TABULATION
CITY OF BIRMINGHAM
2025-2026 ASPHALT RESURFACING PROGRAM
CONTRACT #2-25(P)

Bids Due: January 20, 2026

Item	Quantity	Unit	**Hutch Paving, Inc.** 3000 East Ten Mile Rd Warren, MI 48091		**Al's Asphalt** 25500 Brest Rd Taylor, MI 48180		**Best Asphalt, Inc.** 6334 N. Beverly Plaza Romulus, MI 48174	
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
WATER MAIN PAY ITEMS								
1. Remove & Salvage Ex. Hydrrant & Valve	1	EA	$1,200.00	$ 1,200.00	$ 1,750.00	$ 1,750.00	$ 3,300.00	$ 3,300.00
2. Reinstall Salvaged Hydrant & Valve	1	EA	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 3,300.00	$ 3,300.00
3. 6" D.I. CL 52 Water Main w/ Polywrap, Trench A	10	LF	$ 250.00	$ 2,500.00	$ 275.00	$ 2,750.00	$ 525.00	$ 5,250.00
4. 6" Water Main Connection to Ex. 6" Water Main	1	EA	$ 2,500.00	$ 2,500.00	$ 7,500.00	$ 7,500.00	$ 3,300.00	$ 3,300.00
5. Hydra-Stop, Line-Stop, 6"	1	EA	$ 10,000.00	$ 10,000.00	$ 5.00	$ 5.00	$ 9,900.00	$ 9,900.00
SUBTOTAL DIVISION 1: WATER MAIN PAY ITEMS				**$ 26,200.00**		**$ 14,505.00**		**$ 25,050.00**
DIVISION 2: RESURFACING PAY ITEMS								
6. Earth Excavation	1,225	CY	$ 34.00	$ 41,650.00	$ 43.00	$ 52,675.00	$ 45.00	$ 55,125.00
7. Subgrade Undercutting, 21AA Limestone	60	CY	$ 35.00	$ 2,100.00	$ 72.00	$ 4,320.00	$ 95.00	$ 5,700.00
8. Subgrade Undercutting, 1"x3" Limestone	60	CY	$ 35.00	$ 2,100.00	$ 89.00	$ 5,340.00	$ 92.00	$ 5,520.00
9. Subgrade Geogrid Fabric, Tensar Triax TX 130S	150	SY	$ 18.00	$ 2,700.00	$ 8.50	$ 1,275.00	$ 7.00	$ 1,050.00
10. Removing Concrete Drive Approach	25	SY	$ 18.00	$ 450.00	$ 22.00	$ 550.00	$ 24.00	$ 600.00
11. Removing Concrete Sidewalk & Ramp (sawcutting included)	422	SY	$ 17.00	$ 7,174.00	$ 19.00	$ 8,018.00	$ 15.00	$ 6,330.00
12. Removing Pavement Full Depth (Curb & Gutter included)	425	SY	$ 18.00	$ 7,650.00	$ 17.00	$ 7,225.00	$ 20.00	$ 8,500.00
13. Profile Milling for Surface Drainage, 0.5"-2.0"	170	SY	$ 10.00	$ 1,700.00	$ 50.00	$ 8,500.00	$ 13.00	$ 2,210.00
14. Pavt Joint and Crack Repr, Detail 7	100	LF	$ 8.50	$ 850.00	$ 15.00	$ 1,500.00	$ 15.00	$ 1,500.00
15. Pavt Joint and Crack Repr, Detail 8	50	LF	$ 12.50	$ 625.00	$ 20.00	$ 1,000.00	$ 20.00	$ 1,000.00
16. Remove & Salvage Ex. Wrought Iron Decorative Fence (#532 Brookside)	92	LF	$ 120.00	$ 11,040.00	$ 80.00	$ 7,360.00	$ 65.00	$ 5,980.00
17. Remove Ex. Conc. Retaining Walls Full-Depth (Including Footings, Steps & Railings)	1	LS	$ 12,000.00	$ 12,000.00	$ 80,000.00	$ 80,000.00	$ 18,000.00	$ 18,000.00
18. Keystone Segmental Block Retaining Wall ("Raving Rd")	855	EA	$ 85.00	$ 72,675.00	$ 96.00	$ 82,080.00	$ 84.00	$ 71,820.00
19. Keystone Segmental Block Retaining Wall ("Brookside Ave South")	1,775	SF	$ 85.00	$ 150,875.00	$ 70.00	$ 124,250.00	$ 84.00	$ 149,100.00
20. Keystone Segmental Block Retaining Wall ("Brookside Ave North")	660	SF	$ 85.00	$ 56,100.00	$ 70.00	$ 46,200.00	$ 84.00	$ 55,440.00
21. Keystone Segmental Block Retaining Wall ("Park Ave Roadside")	1,425	SF	$ 85.00	$ 121,125.00	$ 70.00	$ 99,750.00	$ 84.00	$ 119,700.00

BID TABULATION
CITY OF BIRMINGHAM
2025-2026 ASPHALT RESURFACING PROGRAM
CONTRACT #2-25(P)

Bids Due: January 20, 2026

	Item	Quantity	Unit	**Hutch Paving, Inc.** 3000 East Ten Mile Rd Warren, MI 48091 Unit Price	Total Cost	**Al's Asphalt** 25500 Brest Rd Taylor, MI 48180 Unit Price	Total Cost	**Best Asphalt, Inc.** 6334 N. Beverly Plaza Romulus, MI 48174 Unit Price	Total Cost
22.	Keystone Segmental Block Retaining Wall ("Park Ave Walk")	1,220	SF	$ 85.00	$ 103,700.00	$ 118.00	$ 143,960.00	$ 84.00	$ 102,480.00
23.	Aggregate Base, MDOT 21AA Limestone, 8"	455	SY	$ 21.00	$ 9,555.00	$ 24.00	$ 10,920.00	$ 20.00	$ 9,100.00
24.	Bituminous Mixture No. 5EML (2.0" Wearing Course)	700	TON	$ 134.00	$ 93,800.00	$ 126.25	$ 88,375.00	$ 147.00	$ 102,900.00
25.	Bituminous Mixture No. 4EML (2.0" Leveling Course)	55	TON	$ 132.00	$ 7,260.00	$ 300.00	$ 16,500.00	$ 137.00	$ 7,535.00
26.	Bituminous Mixture No. 4EML (Wedge Course)	30	TON	$ 134.00	$ 4,020.00	$ 300.00	$ 9,000.00	$ 155.00	$ 4,650.00
27.	Concrete Curb & Gutter ("MDOT F2 Modified, Type 1")	80	LF	$ 38.00	$ 3,040.00	$ 33.00	$ 2,640.00	* $ 36.00	$ 2,880.00
28.	Concrete Curb & Gutter ("MDOT F2 Modified, Type 2")	10	LF	$ 38.00	$ 380.00	$ 33.00	$ 330.00	$ 36.00	$ 360.00
29.	Concrete Drive Approach, 6"	21	SY	$ 106.00	$ 2,226.00	$ 60.00	$ 1,260.00	$ 66.00	$ 1,386.00
30.	Concrete Sidewalk, 4"	2,600	SF	$ 8.00	$ 20,800.00	$ 6.00	$ 15,600.00	$ 6.60	$ 17,160.00
31.	Concrete Sidewalk, 4" w/ Monolithic Curb	705	SF	$ 11.00	$ 7,755.00	$ 9.00	$ 6,345.00	$ 10.00	$ 7,050.00
32.	concrete Sidewalk, 6" (Including Ramps)	975	SF	$ 12.00	$ 11,700.00	$ 8.00	$ 7,800.00	$ 9.00	$ 8,775.00
33.	Decorative Safety Railing w/ Sleeve-It Post Foundations	115	LF	$ 225.00	$ 25,875.00	$ 175.00	$ 20,125.00	* $ 380.00	$ 43,700.00
34.	Decorative Stair Riser (6-foot wide, Exposed Aggregate Conc, CIP, including handrails)	16	EA	$ 1,700.00	$ 27,200.00	$ 2,500.00	$ 40,000.00	$ 5,200.00	$ 83,200.00
35.	Handicap Ramp Trauncated Domes	143	SF	$ 8.00	$ 1,144.00	$ 125.00	$ 17,875.00	$ 135.00	$ 19,305.00
36.	Adjust Structure Cover	2	EA	$ 155.00	$ 310.00	$ 1,100.00	$ 2,200.00	$ 450.00	$ 900.00
37.	Maintenance Aggregate for Entire Project	1	LS	$ 8,500.00	$ 8,500.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00
38.	Cold Milling HMA, 2"	5,603	SY	$ 3.45	$ 19,330.35	$ 4.00	$ 22,412.00	$ 4.50	$ 25,213.50
39.	Cold Milling HMA, 1.5"	10,048	SY	$ 3.35	$ 33,660.80	$ 4.00	$ 40,192.00	$ 4.00	$ 40,192.00
40.	Bituminous Mixture No. 5 EML (1.5" Wearing Course)	884	TON	$ 134.00	$ 118,456.00	$ 126.25	$ 111,605.00	$ 140.00	$ 123,760.00
41.	Hand Patching	50	TON	$ 185.00	$ 9,250.00	$ 300.00	$ 15,000.00	$ 325.00	$ 16,250.00
42.	Butt Joint	325	FT	$ 15.00	$ 4,875.00	$ 4.00	$ 1,300.00	$ 15.00	$ 4,875.00
43.	Waterborne Pavement Marking 24" Stop Bar, White	28	LF	$ 25.00	$ 700.00	$ 18.50	$ 518.00	$ 11.00	$ 308.00
44.	Waterborne Pavement Marking 24" Cross Hatching, White	50	LF	$ 4.00	$ 200.00	$ 18.50	$ 925.00	$ 11.00	$ 550.00
45.	Waterborne Pavement Marking 4", White	30	LF	$ 4.00	$ 120.00	$ 3.00	$ 90.00	$ 4.50	$ 135.00

BID TABULATION
CITY OF BIRMINGHAM
2025-2026 ASPHALT RESURFACING PROGRAM
CONTRACT #2-25(P)

Bids Due: January 20, 2026

Item	Quantity	Unit	**Hutch Paving, Inc.** 3000 East Ten Mile Rd Warren, MI 48091 Unit Price	Hutch Paving, Inc. Total Cost	**Al's Asphalt** 25500 Brest Rd Taylor, MI 48180 Unit Price	Al's Asphalt Total Cost	**Best Asphalt, Inc.** 6334 N. Beverly Plaza Romulus, MI 48174 Unit Price	Best Asphalt, Inc. Total Cost
SUBTOTAL DIVISION 2: RESURFACING PAVING ITMES				**$ 1,004,671.15**		**$ 1,115,015.00**		**$ 1,137,739.50**
DIVISION 3: CRACK SEALING PAY ITEMS								
46. Crack Sealing	5.83	RB Mile	$ 33,751.00	$ 33,751.00	$ 6,000.00	$ 34,980.00	$ 20,900.00	$ 121,847.00
SUBTOTAL DIVISION 3: CRACK SEALING PAY ITEMS				**$ 33,751.00**		**$ 34,980.00**		**$ 121,847.00**
DIVISION 4: TRENCH REPAIRS								
47. HMA Surface Removal	2,564	SY	$ 10.00	$ 25,640.00	$ 23.00	$ 58,972.00	$ 22.00	$ 56,408.00
48. Sidewalk Remove	2,220	SF	$ 3.15	$ 6,993.00	$ 8.50	$ 18,870.00	$ 8.00	$ 17,760.00
49. Sidewalk Concrete, 4 inch	2,220	SF	$ 10.00	$ 22,200.00	$ 7.00	$ 15,540.00	$ 7.70	$ 17,094.00
50. Agg. Base, 21AA LS, 4 inch maximum 8"	2,564	SY	$ 21.00	$ 53,844.00	$ 18.00	$ 46,152.00	$ 10.00	$ 25,640.00
51. Curb and Gutter, Remove	841	LF	$ 23.00	$ 19,343.00	$ 11.00	$ 9,251.00	$ 20.00	$ 16,820.00
52. Curb and Gutter, Concrete, Match Existing	841	FT	$ 35.00	$ 29,435.00 *	$ 40.00	$ 33,640.00	$ 44.00	$ 37,004.00
53. HMA Hand Patching 5EML, 4 inch	854	TON	$ 185.00	$ 157,990.00	$ 220.00	$ 187,880.00	$ 450.00	$ 384,300.00
54. HMA Hand Patching 5EML, 6 inch	70	TON	$ 185.00	$ 12,950.00	$ 220.00	$ 15,400.00	$ 500.00	$ 35,000.00
SUBTOTAL DIVISION 4: TRENCH REPAIRS PAY ITEMS				**$ 328,395.00** *		**$ 385,705.00**		**$ 590,026.00**
55. Mobilization - Max 5%	1	LS	$ 55,000.00	$ 55,000.00	$ 75,000.00	$ 75,000.00	$ 10,000.00	$ 10,000.00
56. Traffic Maintenance & Control	1	LS	$ 18,000.00	$ 18,000.00	$ 40,000.00	$ 40,000.00	$ 15,000.00	$ 15,000.00
57. Inspection Crew Days	$650.00	DAY	58	$ 37,700.00	140	$ 91,000.00	50	$ 32,500.00
58. Salvage Existing Signs	1	LS	$ 550.00	$ 550.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00
59. New Signs	25	SF	$ 250.00	$ 6,250.00	$ 30.00	$ 750.00	$ 25.00	$ 625.00
60. Sign Post, U-Channel	60	LF	$ 45.00	$ 2,700.00	$ 17.00	$ 1,020.00	$ 6.00	$ 360.00
61. Tree Protection, 3" Dia. or Greater	12	EA	$ 350.00	$ 4,200.00	$ 130.00	$ 1,560.00	$ 60.00	$ 720.00
62. Mulch, 3"	75	SY	$ 20.00	$ 1,500.00	$ 9.00	$ 675.00	$ 9.00	$ 675.00
63. Topsoil, 3"	575	SY	$ 19.00	$ 10,925.00	$ 7.50	$ 4,312.50	$ 6.00	$ 3,450.00
64. Sod, Class A	500	SY	$ 26.00	$ 13,000.00	$ 7.50	$ 3,750.00	$ 10.00	$ 5,000.00
65. Turf Establishment	187	SY	$ 36.00	$ 6,732.00	$ 15.00	$ 2,805.00	$ 40.00	$ 7,480.00
66. Silt Fencing, 18" Height	630	LF	$ 3.75	$ 2,362.50	$ 1.75	$ 1,102.50	$ 1.75	$ 1,102.50
67. Inlet Filter, Silt Sack or Equal	54	EA	$ 150.00	$ 8,100.00	$ 90.00	$ 4,860.00	$ 135.00	$ 7,290.00
SUBTOTAL DIVISION 5: GENERAL PAY ITEMS				**$ 167,019.50**		**$ 227,835.00**		**$ 85,702.50**

BID TABULATION
CITY OF BIRMINGHAM
2025-2026 ASPHALT RESURFACING PROGRAM
CONTRACT #2-25(P)

Bids Due: January 20, 2026

Item	Quantity	Unit	**Hutch Paving, Inc.** 3000 East Ten Mile Rd Warren, MI 48091 Unit Price	Hutch Paving, Inc. Total Cost	**Al's Asphalt** 25500 Brest Rd Taylor, MI 48180 Unit Price	Al's Asphalt Total Cost	**Best Asphalt, Inc.** 6334 N. Beverly Plaza Romulus, MI 48174 Unit Price	Best Asphalt, Inc. Total Cost
DIVISION 6: SPRINGDALE GOLF COURSE PARKING LOT REPAVEMENT								
68. Cold Milling HMA, 1.5"	4,673	SY	$ 3.35	$ 15,654.55	$ 4.00	$ 18,692.00	$ 3.50	$ 16,355.50
69. HMA Surface, Rem (As Directed)	935	SY	$ 10.00	$ 9,350.00	$ 12.00	$ 11,220.00	$ 9.00	$ 8,415.00
70. Subgrade Undercutting, Special (As Directed)	312	CY	$ 35.00	$ 10,920.00	$ 72.00	$ 22,464.00	$ 95.00	$ 29,640.00
71. Aggregate Base Course, 21AA, Special (As Directed)	617	TON	$ 35.00	$ 21,595.00	$ 38.00	$ 23,446.00	$ 43.00	$ 26,531.00
72. 5EML, HMA, 1.5"	421	TON	$ 135.00	$ 56,835.00	$ 126.50	$ 53,256.50	$ 152.00	$ 63,992.00
73. Hand Patching, 3EML	141	TON	$ 185.00	$ 26,085.00	$ 220.00	$ 31,020.00	$ 365.00	$ 51,465.00
74. Waterborne Pavement Marking 4", White	1,442	FT	$ 4.00	$ 5,768.00	$ 1.35	$ 1,946.70	$ 0.40	$ 576.80
75. Waterborne Pavement Marking 4", Blue	112	FT	$ 8.00	$ 896.00	$ 1.35	$ 151.20	$ 0.50	$ 56.00
76. Erosion Control, Inlet Protection Fabric Drop	5	EA	$ 150.00	$ 750.00	$ 95.00	$ 475.00	$ 135.00	$ 675.00
SUBTOTAL DIVISION 6: GOLF COURSE PARKING LOT REPAVEMENT				**$ 147,853.55** *		**$ 162,671.40**		**$ 197,706.30** *
TOTAL BID				**$ 1,707,890.20** *		**$ 1,940,711.40**		**$ 2,158,071.30** *

Corrected By Engineer*

April 20, 2026

City of Birmingham
151 Martin Street
Birmingham, MI 48012

Attn: Ms. Melissa A. Coatta, P.E.
City Engineer

Re: Recommendation for Bid Award
2025 & 2026 Asphalt Resurfacing Program - Contract #2-25(P) & 2-26(P)
NFE Job #O608

Dear Ms. Coatta,

Bids for the subject project were received, opened, and read on Tuesday, January 20th, 2026, at 10:00 a.m. at City Hall. A total of three (3) bids were received and read. The bids have been tabulated, checked, and are in order. This project was not bid with any alternates.

The lowest bidder for the project was Hutch Paving Company (Hutch Paving) from Warren, Michigan, with a total bid amount of $1,712,475.20. The second lowest bidder for the project was Al's Asphalt Paving Company (Al's Asphalt) from Taylor, Michigan, with a total bid of $1,940,711.40. Post-bid interviews with both bidders were performed to obtain clarifications on their work plan, use of sub-contractors, and qualifications for construction of the proposed retaining walls in the Park Avenue, Brookside Avenue, and Ravine Road neighborhood.

During the post-bid interview, Hutch Paving indicated they would self-perform this work on their initial bid submittal. When the City and NFE questioned if they met the specific qualification requirements outlined in the bid documents, they pivoted and indicated they would use a sub-contractor, for which they were also subsequently unable to provide satisfactory qualification documentation. Hutch Paving then provided a second potential sub-contractor, but at this point their bid was determined to be non-responsive.

During the post-bid interview with Al's Asphalt, their wall sub-contractor, LandTek Design-Build, was determined to meet the qualification requirements with no issues. Furthermore, Al's Asphalt provided a detailed work phasing plan for construction of the retaining walls, which inspired confidence they had performed their due diligence while preparing their bid.

To provide additional context on the bid pricing received from Al's Asphalt, we have compared several key unit prices to average unit prices compiled from other recently bid projects located in S.E. Michigan and from MDOT. While these comparisons provide "data points", it is important to note that unit rates from a single bidder on a project will not always correlate to average prices due to the nature of the competitive bidding process. Overall, this comparison demonstrates that despite not being the low bidder on this project, Al's Asphalt unit prices are competitive.

Pay Item Name	Al's Asphalt Bid Unit Price	Average Comparable Unit Price
Keystone Seg. Block Ret. Wall	$70 - $96 / FSF (location dependent)	$70 / FSF
Cold Milling	$4.00 / Syd	$3.25 / Syd
HMA 5EML	$126.50 / Ton	$146.00 / Ton
Concrete Curb & Gutter, F2	$33.00 / LF	$27.50 / LF
4" Concrete Sidewalk	$6.00-7.00/SF (location dependent)	$6.93 / SF

Despite not being the lowest in total dollar value, we do find Al's Asphalt to be the lowest qualified bidder. NFE has experience working with Als' Asphalt on numerous previous infrastructure projects, both in Birmingham and other surrounding communities. Based on this previous experience, along with review of their submitted references and qualifications for their retaining wall sub-contractor, we do not have any concerns about Al's Asphalt's capability to perform the work.

Subsequent to the review of the bids, additional work was determined to be needed on Cole Street, which amounts to an additional $241,681.50 based on the unit pricing from Al's Asphalt. We therefore recommend that the Contracts #2-25(P) & #2-26(P) for the 2025 & 2026 Asphalt Resurfacing Program be awarded to Al's Asphalt Paving Company in the amount of the total bid amount ($1,940,711.40) plus the additional amount required for improvements on Cole Street ($241,681.50) for a total contract amount of **$ 2,182,392.90.**

Please do not hesitate to contact our office if you have any questions or comments.

Sincerely,

Paul Tulikangas, P.E.
Associate / Engineering Manager

Brett Buchholz, P.E.,
Principal

2025 & 2026 ASPHALT RESURFACING PROGRAM

BIRMINGHAM

A WALKABLE CITY

CONTRACT #2-25(P) & #2-26(P)

CITY OF BIRMINGHAM

ENGINEERING DEPARTMENT

Contractor's Name: **Al's Asphalt**

2025 & 2026 ASPHALT RESURFACING PROGRAM
CONTRACT #2-25(P) & 2-26(P)
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D. MDOT Sidewalk and Ramp Detectable Warning Detail _____ 7 Pages

ADVERTISEMENT

CITY OF BIRMINGHAM, MICHIGAN
2025 & 2026 ASPHALT RESURFACING PROGRAM
CONTRACT # 2-25(P) & #2-26(P)

Sealed proposals endorsed "2025 & 2026 Asphalt Resurfacing Program - Contract # 2-25(P) & 2-26(P)" will be received from contractors by the City of Birmingham, at the office of the City Clerk, located at 151 Martin Street, Birmingham, Michigan, until **2:00 P.M. local time, on Thursday January 15, 2025.** The proposals will be opened and publicly read aloud at that time. Bids submitted after the exact time specified for receipt will not be considered.

This project includes various asphalt resurfacing and maintenance measures installed over existing asphalt pavements to extend the pavement service life, along with localized pavement repaires.

Major work items include: approximatley 12,448 square yards of pavement milling, 1206 tons of 5EML HMA, 1.56 roadbed miles of crack sealing on local streets, 5935 square feet of retaining wall, and concrete curb and sidewalk replacement to make a complete project.

Bidders shall review and comply with all Contract Documents, and supplemental information, as defined in the Information For Bidders.

Bidding documents for this project must be obtained electronically through the Michigan Inter-governmental Trade Network (MITN), which may be accessed at https://www.bidnetdirect.com/mitn. Vendors wishing to obtain copies of the bidding documents will need to register through the MITN website. Electronic versions of bidding documents will be posted to MITN starting **Friday, December 19, 2025**.

The successful bidder shall be required to post bonds, and to comply with the contract requirements of the City Charter. Bids are firm, and no bid may be withdrawn for a period of sixty (60) days after opening of bids.

Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham. The City reserves the right to reject any and all bid proposals, to waive any irregularity in any of the bid proposals submitted, and to accept any proposal which it shall deem to be the most favorable to the interest of the City.

A certified check or bid bond in the amount of five percent (5%) of the base bid must accompany each bid proposal.

ALEXANDRIA BINGHAM
CITY CLERK

Published in:
MITN

PROPOSAL

2025 & 2026 ASPHALT RESURFACING PROGRAM

CONTRACT # 2-25 (P) & 2-26(P)

TO THE CITY OF BIRMINGHAM, MICHIGAN:

The undersigned, being familiarized with the local conditions affecting the cost of the work and the Contract Documents including all those sections listed in the Index, and the following addenda:

Date	Addendum Number
01/09/2026	#1
01/13/2026	#2
01/15/2026	#3

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 2025 & 2026 Asphalt Resurfacing Program, Contract #2- 25(P) & 2-26(P)** in conformance with the requirements shown or implied in the above contract documents all of which are hereby made a part of this contract at the following unit price as here stated and further defined in the specifications. **Bidder must write out in words the unit price of each item on the line provided under each pay item.**

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
	DIVISION 1: WATER MAIN PAY ITEMS				
1.	Remove & Salvage Ex. Hydrant & Valve	1	EA	1,750.00	1,750.00
2.	Reinstall Salvaged Hydrant & Valve	1	EA	2,500.00	2,500.00
3.	6" D.I. CL 52 Water Main w/ Polywrap, Trench A	10	LF	275.00	2,750.00
4.	6" Water Main Connection to Ex. 6" Water Main	1	EA	7,500.00	7,500.00
5.	Hydra-Stop, Line-Stop, 6"	1	EA	5.00	5.00
	SUBTOTAL DIVISION 1: WATER MAIN PAY ITEMS				$14,505.00

	DIVISION 2: RESURFACING PAY ITEMS				
6.	Earth Excavation	1,225	CY	43.00	52,675.00
7.	Subgrade Undercutting, 21AA Limestone	60	CY	72.00	4,320.00
8.	Subgrade Undercutting, 1"X3" Limestone	60	CY	89.00	5,340.00
9.	Subgrade Geogrid Fabric, Tensar Triax TX130S	150	SY	8.50	1,275.00
10.	Removing Concrete Drive Approach	25	SY	22.00	550.00
11.	Removing Concrete Sidewalk & Ramp (sawcutting included)	422	SY	19.00	8,018.00
12.	Removing Pavement Full Depth (Curb & Gutter included)	425	SY	17.00	7,225.00
13.	Profile Milling for Surface Drainage, 0.5"-2.0"	170	SY	50.00	8,500.00
14.	Pavt Joint and Crack Repr, Detail 7	100	LF	15.00	1,500.00
15.	Pavt Joint and Crack Repr, Detail 8	50	LF	20.00	1000.00
16.	Remove & Salvage Ex. Wrought Iron Decorative Fence (#532 Brookside)	92	LF	80.00	7,360.00
17.	Remove Ex. Conc. Retaining Walls Full-Depth (Including Footings, Steps & Railings)	1	LS	80,000.00	80,000.00
18.	Keystone Segmental Block Retaining Wall ("Ravine Rd")	855	SF	96.00	82,080.00
19.	Keystone Segmental Block Retaining Wall ("Brookside Ave South")	1,775	SF	70.00	124,250.00
20.	Keystone Segmental Block Retaining Wall ("Brookside Ave North")	660	SF	70.00	46,200.00
21.	Keystone Segmental Block Retaining Wall ("Park Ave Roadside")	1,425	SF	70.00	99,750.00
22.	Keystone Segmental Block Retaining Wall ("Park Ave Walk")	1,220	SF	118.00	143,960.00
23.	Aggregate Base, MDOT 21AA Limestone, 8"	455	SY	24.00	10,920.00

24.	Bituminous Mixture No. 5EML (2.0" Wearing Course)	700	TON	126.25	88,375.00
25.	Bituminous Mixture No. 4EML (2.0" Leveling Course)	55	TON	300.00	16,500.00
26.	Bituminous Mixture No. 4EML (Wedge Course)	30	TON	300.00	9000.00
27.	Concrete Curb & Gutter ("MDOT F2 Modified, Type 1")	80	LF	33.00	2640.00
28.	Concrete Curb & Gutter ("MDOT F2 Modified, Type 2")	10	LF	33.00	330.00
29.	Concrete Drive Approach, 6"	21	SY	60.00	1,260.00
30.	Concrete Sidewalk, 4"	2,600	SF	6.00	15,600.00
31.	Concrete Sidewalk, 4" w/ Monolithic Curb	705	SF	9.00	6,345.00
32.	Concrete Sidewalk, 6" (including Ramps)	975	SF	8.00	7,800.00
33.	Decorative Saftety Railing w/ Sleeve-It Post Foundations	115	LF	175.00	20,125.00
34.	Decorative Stair Riser (6-foot wide, Exposed Aggregate Conc, CIP, including handrails)	16	EA	2,500.00	40,000.00
35.	Handicap Ramp Truncated Domes	143	SF	125.00	17,875.00
36.	Adjust Structure Cover	2	EA	1,100.00	2,200.00
37.	Maintenance Aggregate for Entire Project	1	LS	10,000.00	10,000.00
38.	Cold Milling HMA, 2"	5,603	SY	4.00	22,412.00
39.	Cold Milling HMA, 1.5"	10,048	SY	4.00	40,192.00
40.	Bituminous Mixture No. 5EML (1.5" Wearing Course)	884	TON	126.25	111,605.00
41.	Hand Patching	50	TON	300.00	15,000.00

42.	Butt Joint	325	FT	4.00	1,300.00
43.	Waterborne Pavement Marking 24" Stop Bar, White	28	LF	18.50	518.00
44.	Waterborne Pavement Marking 24" Cross hatching, White	50	LF	18.50	925.00
45.	Waterborne Pavement Marking 4", White	30	LF	3.00	90.00
	SUBTOTAL DIVISION 2: RESURFACING PAVING ITEMS				$1,115,015.00

	DIVISION 3: CRACK SEALING				
46.	Crack Sealing	5.83	RB Mile	6,000.00	34,980.00
	SUBTOTAL DIVISION 3: CRACK SEALING PAY ITEMS				$34,980.00

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
	DIVISION 4: TRENCH REPAIRS				
47.	HMA Surface Removal	2,564	SY	23.00	58,972.00
48.	Sidewalk Remove	2,220	SF	8.50	18,870.00
49.	Sidewalk Concrete, 4 inch	2,220	SF	7.00	15,540.00
50.	Agg. Base, 21AA LS, 4 inch maximum 8"	2,564	SY	18.00	46,152.00
51.	Curb and Gutter, Remove	841	LF	11.00	9,251.00
52.	Curb and Gutter, Concrete, Match Existing	841	FT	40.00	33,640.00
53.	HMA Hand Patching 5EML, 4 inch	854	Ton	220.00	187,880.00
54.	HMA Hand Patching 5EML, 6 inch	70	Ton	220.00	15,400.00

SUBTOTAL DIVISION 4: TRENCH REPAIRS ITEMS	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
	DIVISION 5: GENERAL PAY ITEMS				
55.	Mobilization - Max 5%	1	LS	75,000.00	75,000.00
56.	Traffic Maintenance & Control	1	LS	40,000.00	40,000.00
57.	Inspection Crew Days	140	DAY	650.00	91,000.00
58.	Salvage Existing Signs	1	LS	1,000.00	1,000.00
59.	New Signs	25	SF	30.00	750.00
60.	Sign Post, U-Channel	60	LF	17.00	1,020.00
61.	Tree Protection, 3" Dia. Or Greater	12	EA	130.00	1,560.00
62.	Mulch, 3"	75	SY	9.00	675.00
63.	Topsoil, 3"	575	SY	7.50	4,312.50
64.	Sod, Class A	500	SY	7.50	3,750.00
65.	Turf Establishment	187	SY	15.00	2,805.00
66.	Silt Fencing, 18" Height	630	LF	1.75	1,102.50
67.	Inlet Filter, Silt Sack or Equal	54	EA	90.00	4,860.00
	SUBTOTAL DIVISION 5: GENERAL PAY ITEMS				$613,540.00

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
	DIVISION 6: SPRINGDALE GOLF COURSE PARKING LOT REPAVEMENT				
68.	Cold Milling HMA, 1.5"	4673	SY	4.00	18,692.00
69.	HMA Surface, Rem (As Directed)	935	SY	12.00	11,220.00
70.	Subgrade Undercutting, Special (As Directed)	312	CY	72.00	22,464.00
71.	Aggregate Base Course, 21AA, Special (As Directed)	617	TON	38.00	23,446.00
72.	5EML, HMA, 1.5"	421	TON	126.50	53,256.50
73.	Hand Patching, 3EML	141	TON	220.00	31,020.00
74.	Waterborne Pavement Marking 4", White	1442	FT	1.35	1,946.70
75.	Waterborne Pavement Marking 4", Blue	112	FT	1.35	151.20
76.	Erosion Control, Inlet Protection Fabric Drop	5	EA	95.00	475.00
	SUBTOTAL DIVISION 6: GOLF COURSE PARKING LOT REPAVEMENT				$162,671.40

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
	DIVISION 7: COLE STREET RESURFACING				
77.	Cold Milling Asphalt, 3.0"	2,260	SY	4.50	10,170.00
78.	Subgrade Undercutting, Special (As Directed)	230	CY	89.00	20,470.00
79.	Aggregate Base Course, 21AA, Special (As Directed)	460	TON	72.00	33,120.00
80.	Hand Patching, 3EML	100	TON	300.00	30,000.00

81.	Bituminous Mixture No. 4EML, Base Course, 1.5"	390	TON	124.25	48,457.50
82.	Bituminous Mixture No. 5EML, Wearing Course, 1.5"	390	TON	126.25	49,237.50
83.	Butt Joint, 24"	28	LF	4.00	112.00
84.	Remove & Replace 18" Wide Concrete Curb and Gutter (As-Needed)	100	LF	50.00	5,000.00
85.	Waterborne Pavement Marking 24" Stop Bar, White	15	FT	18.50	277.50
86.	Erosion Control, Inlet Protection Fabric Drop	10	EA	95.00	950.00
87.	Turf Establishment	50	SY	15.00	750.00
88.	Mobilization, Maximum	1	LS	9,500.00	9,500.00
89.	Traffic Maintenance & Control (Maximum 10% of Total Bid)	1	LS	12,000.00	12,000.00
90.	Inspector Crew Days	14	DAYS	400.00	5,600.00
91.	Concrete Cold Milling, 3.0"	2,030	SY	7.90	16,037.00
SUBTOTAL DIVISION 7: COLE STREET RESURFACING					$241,681.50

TOTAL BID **$2,182,392.90**

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 Als Asphalt Paving Co.

Street Address 25500 Brest Road

City Taylor County Wayne

State/Zip Code Michigan 48180

Telephone 734 946 1880 Fax 734 946 4502

Date 01/20/2026

Signed by [signature]

Print Name: Jesse Kyle

Title: President of Sales

If a corporation, give state in which incorporated: Michigan

Witnessed: [signature]

Print Name: Amanda Dixon

Name of Superintendent Jim Sample,
Supervision & time sequence according to the General Requirements

Give below at least three (3) references as to ability to do work proposed.

Name Jesus Plasencia
Firm City of Wyandotte
Address 3200 Biddle Ste 200 Wyandotte MI 48192
Telephone 734 324 4557

Name Chris Gibbs
Firm City of Taylor
Address 25605 Northline Rd Taylor MI 48180
Telephone 734 374 1473

Name Souheil Saloaki
Firm C.E. Raines
Address 17700 Fort St Riverview Mi 48193
Telephone 734 285 7510

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: 2026 HMA Program

Date Started 04/13/26 Finished 12/17/26

Name Jesus Plasencia Address 3200 Biddle Ste. 200 Wyandotte MI 48192

Firm City of Wyandotte Telephone 734 324 4557

Project #2: Name of Project: Vetrans Memorial Library

Date Started 10/28/25 Finished 11/10/25

Name Souheil Sabak, Address 17700 Fort St Riverview MI 48193

Firm City of Trenton Telephone 734-285-7510

Project #3: Name of Project: Wedgewood Drive

Date Started 09/26/25 Finished 11/5/25

Name Michelle Ankawi Address 51301 Schoenherr Shelby Twp 48315

Firm Grosse Pointe Woods Telephone 586 726 1234

Project #4: Name of Project: Huntington Wood HMA Extension

Date Started 6/20/25 Finished 10/18/25

Name Alan Panley Address 21815 S. Scotia Rd Huntington Wood MI 48070

Firm Huntington Woods Telephone 248 332 7931

Project #5: Name of Project: 2025 HMA Program

Date Started 05/12/25 Finished 06/23/25

Name Avarey Stahrr Address 2600 Wayne Rd Romulus MI 48174

Firm City of Romulus Telephone 734 522 6711

Give below all the subcontractors to be used on the project: If additional space is necessary, please use the back of this page. Should the contractor wish to use any subcontractors that are not on this list after award, the contractor shall submit a written request to the Engineer and obtain authorization for same, prior to proceeding. All subcontractors not listed must receive written approval from the City of Birmingham, prior to working on this project.

Name Tony Maggiano Address 24806 Industrial Hwy, Warren, Mi 48089
Firm State Barricades Telephone 586 · 756 · 8282
Type of Work to be Performed: Traffic Control & Signs

Name Sean Morrissey Address 46900 West Rd, Novi, Mi 48377
Firm GM & Sons Telephone 248 · 956 · 7939
Type of Work to be Performed: Concrete Flat Work & Curbs

Name Justin Keenan Address 20720 Sibley Rd, Brownstown, Mi 48193
Firm Dan K's Telephone 734 · 671 · 5691
Type of Work to be Performed: & Restoration

Name Greg Moody Address 1965 Barrett, Troy, Mi 48084
Firm PK Contracting Telephone 248 · 362 · 2130
Type of Work to be Performed: Striping

Name Marcos Guzman Address 22161 Outer Dr., Dearborn, Mi 48124
Firm Eminent Excavating Telephone 313 · 398 · 9368
Type of Work to be Performed: Water Main

Name Randolph Watycha Address 23450 Regency Park Dr, Warren Mi 48089
Firm Future Fabricating Telephone 586 · 755 · 7080
Type of Work to be Performed: Fencing & hand rails

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Al's Asphalt Paving Co.
25500 Brest Road
Taylor, MI 48180

SURETY:
(Name, legal status and principal place of business)
Harco National Insurance Company
PO Box 10800
Raleigh, NC 27605-0800

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
Birmingham, MI 48012
BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
2025 & 2026 Asphalt Resurfacing Program - Contract # 2-25(P) & #2-26(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 **15th** day of **January, 2026**

Samantha Nicholas
(Witness)

Al's Asphalt Paving Co.
(Principal) *(Seal)*

(Title) President of Sales

Harco National Insurance Company
(Surety) *(Seal)*

(Witness)

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

Init.

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POWER OF ATTORNEY

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

WENDY L. HINGSON, KRISTA L. POCKET, ROBERT TROBEC, ALAN P. CHANDLER, JEFFREY A. CHANDLER, TERENCE J. GRIFFIN, JOHN L. BUDDE, SUSAN L. SMALL, PATRICK E. WILLIAMS

Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1964 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **1/15/2026**

Irene Martins, Assistant Secretary

A00502

VER2 2/2019 e_POA

2025 & 2026 ASPHALT RESURFACING PROGRAM- # 2-25(P) & 2-26(P)

CONTRACT

THIS AGREEMENT made the 27th day of April, 2026, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "City", and Al's Asphalt of the City of Troy, County of Oakland, State of Michigan, hereinafter called the "Contractor", relative to Contract No. 2-25(P) and 2-26(P), otherwise known as: 2025 & 2026 ASPHALT RESURFACING PROGRAM in the amount of $2,182,392.90 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

By: _____
Mayor

Attest _____
City Clerk

Witnessed _____

Date: 02·27·26

By: _____

Al's Asphalt Paving Co.
Contractor

APPROVAL (1.135 City Code)

_____
City Manager as to Substance

_____
City Attorney as to Form w/permission

_____
Director of Finance as to Financial Obligation

_____
City Engineer

SECTION 115
IRAN SANCTIONS ACT CERTIFICATION FORM

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

Jesse Kyle
PREPARED BY
(Print Name)

1/20/2026
DATE

President of Sales
TITLE

1/20/2026
DATE

AUTHORIZED SIGNATURE

jkyle@alsasphalt.com
E-MAIL ADDRESS

Al's Asphalt Paving Co.
COMPANY

25500 Brest Rd Taylor, Mi 48180
ADDRESS

734 946 1880
PHONE

N/A
NAME OF PARENT COMPANY

ADDRESS

PHONE

38-2264112
TAXPAYER I.D.#

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Al's Asphalt Paving Co.

as Principal, and Harco National Insurance Company as Sureties, are hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN** in the sum of Two Million One Hundred Eighty Two Thousand Three Hundred Ninety Two and 90 cents Dollars ($ 2,182,392.90), 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 3rd day of March, 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 2025 & 2026 Asphalt Resurfacing Program – Contract #2-25(P) and #2-26(P),

which contract is hereby referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein,

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in anywise affects its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall fully perform the annexed contract according to the terms thereof, or as such terms may be changed or modified by mutual agreement, and shall guarantee all work furnished against all defects and incidental damage to other property for a period of one (1) year following final acceptance of the work, then this obligation shall be void, otherwise the same shall remain in full force and effect.

This Bond is provided in compliance with and subject to the provisions of Act 213 of the Public Acts of Michigan for 1963, as amended by Act 351 of the Public Acts of Michigan for 1972, also known as MCL §129.201 et. seq.

WITNESSED:

Al's Asphalt Paving Co.

Principal

Harco National Insurance Company

Krista L. Pocket, Surety Administrator

Susan L. Small, Attorney-in-Fact

2025 AND 2026 ASPHALT RESURFACING PROGRAM - #2-25(P) AND #2-26(P)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Al's Asphalt Paving Co. of the 25500 Brest Road, Taylor, MI 48180 hereinafter called the "Principal" and Harco National Insurance Company 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 Two Million One Hundred Eighty Two Thousand Three Hundred Ninety Two and 90 cents Dollars ($ 2,182,392.90), 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 3rd day of March, 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 _____

2025 & 2026 Asphalt Resurfacing Program - Contract # 2-25(P) & #2-26(P)

and,

WHEREAS, this Bond is given in compliance with and subject to the provisions of Act No. 123 of the Public Acts of Michigan for 1963, as amended by Act. No. 351 of the Public Acts of Michigan for 1972, also known as MCL §129.201 et seq.

NOW, THEREFORE, the condition of the above obligation is such that if all persons or claimants as defined in Public Act 213 of 1963 supplying labor or materials to the

principal contractor or his subcontractors in the prosecution of the work provided for in the contract are paid, the obligation of this Bond shall be void; otherwise, it shall be in full force and effect.

WITNESSED:

Al's Asphalt Paving Co.

Principal

Harco National Insurance Company

Krista L. Pocket, Surety Administrator

Susan L. Small, Attorney-in-Fact

Surety

POWER OF ATTORNEY

Bond # **0861214**

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

WENDY L. HINGSON, KRISTA L. POCKET, ROBERT TROBEC, ALAN P. CHANDLER, JEFFREY A. CHANDLER, TERENCE J. GRIFFIN, JOHN L. BUDDE, SUSAN L. SMALL, PATRICK E. WILLIAMS

Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **3/3/2026**

A00502

Irene Martins, Assistant Secretary

VER2 2/2019 e_POA

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: **2025 & 2026 ASPHALT RESURFACING PROGRAM and # 2-25 (P) & 2-26 (P)** for the period beginning _____ and ending _____. Attached is an itemized list of completed quantities delivered to date.

During the above period, did Contractor incur additional costs for labor or materials because the bid package was missing important information? _____ (if yes, you must provide details of the additional costs and the missing information).

During the above period, did Contractor incur additional costs for labor or materials because the bid package contained information that was not true? _____ (if yes, you must provide details of the additional costs and the untrue statements).

During the above period, did Contractor incur additional costs for labor or materials because the site conditions were different from what you expected? _____ (if yes, you must provide details of the additional costs and the site conditions, both what you expected and what you encountered).

During the above period, did Contractor incur additional costs for labor or materials because of any reasons not mentioned above? _____ (if yes, you must provide details of the additional costs and the reasons the same were incurred).

The above does not include additional work through work directives issued by the City of Birmingham as described on the attached or as covered by an agreed basis of payment attached. _____.

Contractor hereby certifies, represents and warrants that all suppliers, subcontractors and employees have been paid in full for all materials and labor provided on the job during the above period. Contractor certifies, represents and warrants that there have been no change orders issued or requested during the above period, except for the following:

_____

_____.

Contractor certifies, represents and warrants that Contractor will never request payments, other than the request made in this form, for any work performed or materials provided during the above period, except for the following unresolved items: _____.

Attached are the following documents
Further detailing the above.

1. _____
2. _____
3. _____

Contractor:

_____
(Company or Contractor Name)

_____
(Signature of Officer of the Company)

_____
Type or Print Name and Title

CONTRACTOR'S AFFIDAVIT

To: CITY OF BIRMINGHAM
151 MARTIN ST.
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted_____

Date Received_____

REQUEST FOR FINAL PAYMENT

Payment Request # _____

The undersigned _____
Name of Contractor
hereby represents that on _____ he/she (it) was awarded a contract by
Date
The City of Birmingham hereafter called the Owner to _____, in accordance with the terms and conditions of Contract No. **2-25 (P) and 2-26(P)**, Contract Name **2025 AND 2026 ASPHALT RESURFACING PROGRAM**; and the undersigned further represent that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his/her (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that if any such claim should hereafter arise, he/she (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this ____ day of _____, 20__.

Company or Contractor Name: _____

Signature of Officer of Company _____

Type or Print Name and Title _____ _____
Name Title

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan on this _____ day of _____, 20__.

_____, Notary Public

My commission expires: _____

SWORN STATEMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

_____ , being duly sworn, deposes and says that _____ is the Contractor for an improvement to the following described real property situated in the County of Oakland, City of Birmingham, State of Michigan, described as follows:

in accordance with the general requirements of the Contract by and between the CITY OF BIRMINGHAM and _____ the following is a statement of each subcontractor, supplier and laborer for the payment of wages or fringe benefits and withholdings is due but unpaid with whom the (contractor)(subcontractor) has (contracted) (subcontracted) for the performance under the contract with the CITY OF BIRMINGHAM, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

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: **2025 AND 2026 RESURFACING PROGRAM #2-25(P) AND #2-26(P)**

The following changed conditions is recognized by the City of Birmingham for the above referenced Contract. In order to insure continuation of the progress of the contract this work directive is issued for the following work described below:

_____

_____

_____

The basis for payment will be: _____ Written Quotation from the contractor.

_____Unit Bid Prices _____ Time and Material

_____Other (describe) _____

A written quotation shall include a detailed description of the tasks involved and the expected timetable to be completed along with a firm quotation for cost.

A time and material basis for work shall be supplemented with agreed quantities and prices between the contractor's field representative authorized to act on behalf of the contractor and the city inspector. It also shall be backed up by unit prices for time, material and equipment supplied to the City in a timely manner. Should this information not be readily available, it shall be provided the following day or a basis for payment shall be agreed to in writing within 24 hours of agreeing to a time and material work directive.

Any other basis shall be approved by all parties in writing before starting work. Should a utility cause the delay, names and approval shall be obtained if possible by their agent.

Approved:

_____		_____		_____	
Contractor Supt.	Date	City Inspector	Date	City Engineer	Date

SECTION 301
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.01 TIME OF COMPLETION

A. The Contractor shall have all of the work on the project substantially completed by September 25, 2026. Substantial completion shall be defined as all pavement repairs and resurfacing completed, all crack sealing, all permanent pavement markings being placed on the overlaid streets, and streets re-opened to traffic.

B. If there are issues with plantings or vegetation establishment the Contractor may address these final issues in Fall of 2026. All vegetation establishment must be completed by October 30, 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.

1.02 LIQUIDATED DAMAGES

A. The contractor shall pay to the City of Birmingham as liquidated damages, the sum of **six hundred dollars ($600) per day** for each calendar day after the time period specified under "Time of Completion" that the work to be performed by the contractor is not completed. Liquidated damages in this amount shall also apply for each day that the project is not substantially complete beyond the date specified under "Time of Completion", regardless of the actual time work began. Liquidated damages are established to compensate the City and the public, for the costs of the inconvenience caused by the contractor by extending the work beyond the time specified. Liquidated damages are in place of actual damages, which the City of Birmingham might sustain, and are not intended as a penalty.

B. For the purpose of determining Liquidated Damages, the Contract Time for work shall be increased proportionally to increases in contract value (if any) for this portion of the work provided that the following conditions are met:

1. Increase in contract value is greater than 10% of the base bid;
2. The parties have not adjusted the Contract Time by other mutually agreeable means such as an executed change order;
3. Adjustments in time on account of unusual weather shall be made in accordance with Section 108.08.D. of the 2020 MDOT Standard Specifications for Construction. The Contractor shall submit a written request for a time extension due to unusual weather conditions, along with supporting documentation, within 14 days after the last day of the calendar month in which the delay occurred. Failure to notify the City within this time limit shall constitute a waiver of claim for a time extension on account of unusual weather.

1.03 BUDGET CONSIDERATIONS

A. If the total bid of the lowest qualified contractor is over the budget that the City has prepared for this project, the City may consider removing one or more streets from the work of this project prior to awarding the Contract. The work items on this project may be deleted or reduced in quantity by the City without penalty. By submitting a bid on this project, the Contractor acknowledges that the City may delete, or reduce the quantity of the work items listed in the proposal, without penalty.

1.04 SCHEDULE SUBMITTAL

A. The Contractor shall submit their preliminary construction schedule within 21 days of the award of this Contract, along with the signed contract, and required bonds and insurance certificates.

1.05 QUESTIONS REGARDING THE CONTRACT DOCUMENTS

A. All questions about meaning or intent of Contract Documents shall be submitted to the Engineer in writing. Address written inquiries to:

Melissa Coatta, P.E.
City of Birmingham Engineering Department
P.O. Box 3001
Birmingham, MI 48012

Phone: 248-530-1840
Fax: 248-530-1290
Email: mcoatta@bhamgov.org

B. Replies will be issued by Addenda mailed or delivered to all parties recorded by as having received Contract Documents for Bidding. Questions received less than 5 days prior to date for opening of Bids will not be answered. Only answers contained in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Any Addendum issued during pre-bid period shall be included in Bid, shall become part of Contract Documents, and shall be acknowledged on Bid Form.

1.06 HOURS OF WORK

A. Typically, work of this nature is allowed six days a week, from 7 AM to 7 PM, Monday through Saturday, excluding City holidays where City hall is closed. Such as July 4th, Labor Day, etc.

1.07 CONTRACTOR SUPERVISION

A. The Contractor shall have a competent superintendent or foreman available at all times, authorized to act for the contractor as agent on the work, who thoroughly understands the plans and specifications, and who shall receive instructions from the Engineer. The superintendent or foreman shall be responsible for all subcontractors. The superintendent or foreman shall be designated by name prior to commencement of the work, and shall be available ON SITE for proper management of the project for the duration of the contract, regardless of whether or not the contractor or subcontractors are engaged in activity on the project.

1.08 WORK AREA

A. The Contractor shall be alert to the fact that the work areas on this project are very visible to the public, and that his work operations have a direct impact on a large number of people on a daily basis. The work shall be organized to reduce the number of work days on each street to a minimum. Also, the contractor shall keep his work area as clean and dust-free as practical at all times.

1.09 STATEMENT OF QUANTITIES

A. The quantities indicated in the proposal are the engineer's estimate of quantities required for the project, and bids will be computed, reviewed, analyzed and compared using these quantities. While these quantities have been estimated with as much accuracy as practical beforehand, they should not be construed as defining, or limiting the amount of work to be performed under this Contract,

but rather as information furnished to bidders as an approximate estimation of the work items, and as a basis for comparing bids.

1.10 COORDINATION CLAUSE

A. The following coordination issues are brought to the Contractor's attention for consideration when preparing their bid and planning the construction:

1. Utility owners, such as Detroit Edison, AT&T, and Consumer's Energy, may be relocating their facilities during construction operations. The Contractor is to cooperate with and help facilitate such operations. All coordination efforts, including modifying the Contractor's work schedule, performing work out of sequence, or other effects on the Contractor's work are incidental to the work of this project, and shall not be paid for separately.
2. The Contractor shall protect all existing infrastructure, materials, and operations of the City of Birmingham.
3. Emergency services must be given immediate passage through the construction site.
4. The Contractor shall be responsible to coordinate with the City of Birmingham Police and Fire Departments regarding road closures connected to execution of work in this Contract.
5. There are other construction projects that will be in operation during the term of this Contract. The Contractor shall so conduct their operations to cooperate fully with the other contractors, and minimize conflicts to ensure maximum safety and courtesy in the expedient completion of this work.

1.11 SCOPE OF WORK

A. The plans provided for this Contract consist of the following:

a. Division 1: Water Main
b. Division 2: Wall replacement on Brookside Ave, Park St., and Ravine Rd. Pavement resurfacing including, base repairs, curb replacement, ADA ramp & sidewalk replacement and pavement resurfacing on Park St., Ravine Rd., Euclid Ave., Brookside Ave., Ferndale Ave., Baldwin Rd. and Pierce St.
c. Division 3: Crack Sealing on list streets
d. Division 4: Trench Repair through the city
e. Division 5: General Items. Includes mobilization, minor traffic control devices and other work items that are germane to each of the other divisions
f. Original construction plans for the work area are provided to bidders for reference only for all street sections.

B. The following table summarizes the cross-sections and basic elements of the work that are proposed for this Contract in Division 2 – Pavement Rehabilitation.

DIVISION 1 – PAVEMENT REHABILITATION

ITEM DESCRIBTION	PARK ST.	RAVINE RD.	BROOKSIDE AVE.	EUCALID AVE.	FERNDALE AVE.	BALDWIN RD.	PIERCE ST.
Asphalt milling	2"	2"	2"	1½"	1½"	1½"	1½"
Full depth pavement repair (As needed)	4"	4"	4"	4"	4"	4"	12"
Resurfacing	2" 5EML	2" 5EML	2" 5EML	1½" 5EML	1½" 5EML	1½" 5EML	1½" 5EML
Curb Repairs	As needed	As needed	As needed	As needed	As needed	As needed	As needed

Notes:

(1) A limited quantity of As-Directed subgrade improvement via undercutting with 21AA crushed aggregate is available on each of the routes. The engineer will locate and mark the full depth repairs / subgrade improvement in the field.

(2) Utility structures are present within the existing roadways included with this project. Milling around structures and as-needed adjustments shall be performed.

(3) Handicap ramps shall be removed and replaced in accordance to the plans. The Contractor will be expected to replace all ramps with 5 ft. wide concrete sidewalks up through the key flag, and then transitioning back to 4 ft. wide, where applicable, in no more than two additional flags. All replaced concrete shall be in accordance with ADA standards. (Up to 15 ft. beyond the key flag may be removed and replaced as needed to meet slope requirements.)

(4) Curb Repairs will be located and marked in the field by the engineer.

END OF SECTION

SECTION 310
GENERAL INSTRUCTIONS TO BIDDERS

1.01 CONTRACT PRICE

A. Proposals are solicited on the basis of unit prices and/or lump sum prices which are to be clearly set forth in the Proposal Form. The final contract price on the accepted proposal will be determined by multiplying the number, or fraction thereof, units of work actually performed, or labor, material, or appliances actually supplied by the price designated for such items in the proposal. The total bid figure on the proposal form is merely for purposes of estimating and comparing costs, and under no circumstances on unit price contracts does it constitute or imply the total contract price.

1.02 FORM OF PROPOSAL

A. All proposals must be made in the form attached hereto. Additional copies of this proposal form for the bidder's files may be obtained on request at the City Engineering Department.

B. All prices stated in the proposals must be plainly written in figures.

C. All information called for on the proposal must be furnished to enable a fair comparison of the bids.

D. The place of residence of each bidder, or the official address in the case of a firm or company, with county and state, must be given with the signature.

E. Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Birmingham, and endorsed upon the outside with the name of the project, as it appears in the advertisement for bids.

1.03 CONFORMITY TO PLANS AND SPECIFICATIONS

A. Proposals must be made in full conformity to all the conditions, as set forth in the plans and specifications for the work now on file in the office of the City Engineer.

1.04 AGENCY

A. Anyone signing a proposal as agent of another or others, must submit with the proposal, legal evidence of his authority to do so.

1.05 LEGAL STATUS OF BIDDER

A. The legal status of the bidder, that is, as a corporation, a partnership or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give title of the official having authority under the bylaws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

1.06 CERTIFIED CHECK, BIDDER'S BOND OR BANK DRAFT

A. Each proposal must be accompanied by a certified check, bidder's bond or bank draft in an amount not less than five (5) percent of the total price, drawn to the order of the City of Birmingham, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form.

B. No proposal shall be withdrawn for a period of sixty (60) days after the date set for the opening of bids.

C. A single check, bond or draft may serve to cover two (2) or more alternative proposals when such alternative proposals are submitted by the same bidder.

D. The bid deposit of all except the three (3) lowest bidders will be returned within three (3) weeks after the opening of bids. The bid deposit of the three (3) lowest bidders will be returned within two (2) weeks after the contract has been executed by both parties.

1.07 OBLIGATION TO EXECUTE CONTRACT

A. The bidder whose proposal is accepted will be required to execute the contract, and to furnish sureties hereafter specified, within twenty-one (21) days after receiving notice of such acceptance; and in case of his refusal or failure to do so, he shall be considered to have abandoned all his rights and interest in the award, and his bid deposit may be declared to be forfeited to the City, as liquidated damages and not a penalty, and the contract may be awarded to another.

1.08 BONDS

A. The successful bidder will be required to furnish two (2) bonds, each on the forms provided as follows:

1. A Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

2. A Payment Bond for labor or material running to the claimants, which is defined in MCL §129.206 as those persons supplying labor or materials to the principal contractor or subcontractors in the prosecution of the work provided for in this contract in an amount not less than 100% of the contract price for the protection of those persons supplying labor, materials or both.

B. The cost of all bond premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required bonds.

1.09 INDEMNITY

A. The Contractor shall indemnify the City of Birmingham in accordance with the INDEMNITY section set forth in the General Requirements.

1.10 INSURANCE

A. The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The cost of all insurance premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required insurance coverage.

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $3,000,000 per occurrence combined single limit,

Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $3,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement starting the following shall be Additional Insureds. The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

5. **Pollution Liability Insurance:** CONTRACTOR shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

7. **Owners Contractors Protective Liability:** The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

B. Proof of Insurance Coverage: The Contractor shall provide the City of Birmingham at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below:

1. Two (2) copies of Certificate of Insurance for Workers' Compensation;

2. Two (2) copies of Certificate of Insurance for Commercial General Liability;

3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4. Original policy, or original binder pending issuance of policy, for Owners Contractors Protective Liability Insurance;

5. If so requested, Certified Copies of all policies mentioned above will be furnished.

C. Coverage Expiration: If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least ten (10) days prior to the expiration date.

D. Maintaining Insurance: The CONTRACTOR also agrees to provide all insurance coverage as specified. Upon failure of the CONTRACTOR to obtain or maintain such insurance coverage for the term of the agreement, the City of Birmingham may, at its option, purchase such coverage from the contract amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

1.11 EXAMINATION OF SITE

A. It is expected that each bidder will make a personal examination of the entire site of the proposed work, and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling and storing of construction equipment and materials, and concerning other conditions which may affect his work.

1.12 LEGAL CONDITIONS

A. Bidders are notified that they should acquaint themselves with the various provisions in the laws of the State of Michigan, and in the ordinances and regulations of the City of Birmingham and Oakland County, with respect to the carrying on of public improvements.

1.13 BIDDER'S ABILITY

A. It is the intention of the City to award the contract for this job to a contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner, and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal calls for at least three (3) references concerning his ability to do this particular class of work, and a reference list of the last five (5) projects, including those not completed or currently being performed. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If the contract is awarded to a foreign company, a certificate of authority to do business in this state must accompany executed contract.

1.14 PAYMENTS

A. Partial payments will be made monthly to the Contractor during the satisfactory progress of the working accordance with the Payments section of the General Requirements.

1.15 RIGHT TO ACCEPT, REJECT AND TO WAIVE DEFECTS

A. The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal, if it appears advantageous to the City to do so.

B. In particular, any alterations, erasure or interlineation in the Specifications which are made a part, specifically, of these instruments, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal form and referred to therein.

C. Proposals which are clearly unbalanced, will also be considered as irregular, and will be subject to instant rejection by the City.

END OF SECTION

SECTION 400
GENERAL REQUIREMENTS

1.01 DEFINITION OF TERMS

A. The intent and meaning of words and expressions, or pronouns used in their stead, occurring in these specifications or in other contract documents, shall be interpreted as described under Section 101.03 Definitions of Terms of the Current Standard Specifications for Construction adopted by the Michigan Department of and Transportation, with the following additions or exceptions:

1. City - The corporation of the City of Birmingham, Michigan
2. Commission - The Commission of the City of Birmingham, Michigan, and any other board, body, official or officials to which or to whom the powers belonging to the said Commission shall, by virtue of any act or acts, hereafter passed or be held to appertain.
3. Engineer - The person holding the position or acting in the capacity of City Engineer of the City of Birmingham, Michigan, acting either directly or through his properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
4. Directed, required, permitted, etc. - Whenever in the specifications the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that the direction, requirements or permission of the Engineer is intended; similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, or acceptable, or satisfactory to the Engineer.

1.02 INTENT OF THE PLANS, SPECIFICATIONS AND CONTRACT

A. The intent of the plans, specifications and contract is to provide for the completion of the work in substantial compliance with the details as shown thereon, and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, and shall perform all operations required to complete the work in accordance with the specifications, and the lines, grades and cross sections provided for on the plans, or by authorization.

1.03 EXTRA WORK

A. No extra work shall be started, or extra material furnished, until such extra work or furnishing of extra material is authorized in writing by the Engineer.

B. The price for such extra work or material must be approved by the Engineer. Said price may be a unit price, a lump sum price, or if the Engineer so elects, the work shall be done on a force account basis, which will be paid for in the following manner:

1. For all labor, teams and foremen in direct charge of the specific work, the Contractor shall receive the actual rate of wage paid for each and every hour that said labor, teams and foremen are actually engaged in such work, plus 20% of the sum thereof.
2. For materials and supplies, the Contractor will receive the actual cost of such materials delivered on the work, including freight charges, as shown by original receipted bills, plus 15% of the sum thereof.
3. For any machinery and equipment owned or rented by the Contractor, which it may be deemed necessary or desirable to use on extra work, the Contractor will be paid at the actual charge-out rate, if reasonable, for his own equipment, or at the actual rental price paid, if

reasonable, for rented equipment for each and every hour that such equipment is used on the work, to which sum 15% will be added.

4. Bond premium, workmen's compensation insurance, personal injury public liability and property damage public liability insurance, unemployment compensation, and Federal Social Security will be paid for at actual cost, to which sum 15% will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.

5. The compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, and the use of small tools and equipment for which no rental is allowed.

1.04 ALTERATION IN CHARACTER OF WORK

A. Should the Contractor encounter, or the Engineer encounter, during the progress of the work, sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, the Engineer's attention shall be called immediately to such conditions before they are disturbed. The Engineer shall thereupon investigate the conditions, and if he finds that they materially differ from those shown on the plans and indicated in the specifications, he shall at once make such changes in the plans and/or specifications, as he may find necessary.

1.05 COORDINATION OF SPECIFICATIONS AND PLANS

A. In case of discrepancy, written figures shall govern over numerals, figured dimensions shall govern over scaled dimensions, plans shall govern over standards specifications, supplemental specifications shall govern over standard specifications and plans, and special provisions shall govern over supplemental specifications.

B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

1.06 AUTHORITY OF ENGINEER

A. The Engineer shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the contract by the Contractor.

1.07 INSPECTION

A. Inspectors may be appointed and directed to inspect all materials used, and all work done. The inspection may extend to all parts of the work, and to the preparation or manufacture of the materials for use in the work. The Inspectors will not be authorized to revoke, alter, enlarge or relax any of the provisions of these specifications, nor to change the plans in particular. The Inspector on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. He will also call to the attention of the Contractor any failure to follow the plans and specifications that he may observe. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished, or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and be decided by the Engineer. In no instance shall any action or omission on the part of the Inspector relieve the

Contractor of the responsibility of completing the work in accordance with the plans and specifications.

B. The Engineer and his duly authorized Inspector, shall at all times have the right to enter the premises upon which the work under this contract is being done, and to inspect said work and to ascertain whether or not the construction is carried out in accordance with the terms of the contract or specifications; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection.

1.08 SUPERVISION

A. The Contractor shall give his personal supervision to the faithful prosecution of the work. In case of his absence, he shall have a competent superintendent or foreman on the work site who shall follow, without delay, all instructions of the Engineer or his assistants in the prosecution and completion of the work, and every part thereof in conformity with this contract. He shall also have full authority to supply material and labor immediately.

B. The Contractor's supervisor shall be responsible to act on behalf of the Contractor. This includes being present or available at all times, making decisions on behalf of the Contractor and Subcontractor, scheduling, monitoring work progress on a continued basis, communicating with City representatives, etc. His name shall be submitted prior to the start of work, with all appropriate ways of contacting him. He shall remain the responsible Contractor's representative throughout completion of the project, including any subcontract work associated with this contract. If it is necessary to replace this person, it shall have the approval of the Engineer.

1.09 TIME AND SEQUENCE OF WORK

A. The Contractor shall have control over the sequence of order of execution of the several parts of the work to be done under this contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by these specifications and plans, or by the express provisions of the contract.

B. The Engineer may, however, make such reasonable requirements as may in his judgment be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.

C. The Contractor shall submit a written work plan prior to starting construction. This shall include a written schedule, critical path or equal, to focus in on the date required for completion. This schedule must be updated periodically (not to exceed two (2) weeks) if it becomes necessary to modify the plan. This does not relieve the Contractor of the responsibility to complete the contract according to contractual stipulations. Any modification to the time schedule must obtain prior written approval from the Engineer.

D. Once the Contractor has mobilized, the Contractor must execute the contract in a continuous, expeditious manner, and may not suspend prosecution of work without written permission of the Engineer.

1.10 RELATION TO OTHER CONTRACTORS

A. The Contractor shall so conduct his operations as not to interfere with or injure the work of other Contractors employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him.

B. Should a contract for adjoining work be awarded to another Contractor, and should the work on one of these contracts interfere with that of the other, the Engineer shall decide which Contractor shall cease work for the time being, and which shall continue, or whether the work of both

contracts shall continue at the same time and in what manner. In case territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, equipment or materials, as he may adjudge to be necessary or expedient, and in the best interest of the City. Any decision which the Engineer may make as to method and time of conducting work or the use of the territory shall not be made the basis of any claim for damage, but an extension of time may be claimed if justified by the circumstances, the same as in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between the Contractor and other Contractors or workmen of the City in regard to adjoining work, shall be determined and adjusted by the Engineer.

1.11 CONSTRUCTION STAKES

A. The location, alignment, elevation and grade of the work will be determined by the Engineer, who will set such stakes as are necessary to properly mark these elements. The Contractor shall assume full responsibility for detail dimensions and elevations measured from the lines, grades and elevations so established.

B. The Engineer may require the Contractor, at the Contractor's expense, to provide such masts, scaffolds, batterboards, straightedges, templates or other devices as may be necessary to facilitate laying out, inspecting and constructing the work.

C. The Contractor shall exercise proper care in the preservation of all stakes set for his use, or for the use of the Engineer, and if such stakes are injured, lost or removed by the Contractor's operations, the cost of resetting may be charged to the Contractor. The Department will be responsible for the accuracy of lines, slopes and grades established by the City, except that the Contractor shall not take advantage of any obvious errors or omissions.

1.12 SOIL CONDITIONS

A. The Contractor shall make his own determination of the soil conditions and he shall complete the work in whatever materials, and under whatever conditions he may encounter or create, without extra cost of the City.

1.13 MATERIALS FURNISHED BY THE CITY

A. When specified, the City of Birmingham may furnish materials at no cost to the Contractor. All other materials necessary to complete the project shall be furnished by the Contractor.

B. Materials to be furnished by the City will be at the Department of Public Works Yard at Eton Road and Holland Avenue. The Department of Public Works will require the Contractor to provide a written authorization from the Engineer before releasing any materials. The Contractor shall load and transport all such materials from the Department of Public Works Yard to the construction site, at his own expense.

C. The City may, at its discretion, furnish to the Contractor, any materials, supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials, supplies or transportation so furnished.

1.14 STORED MATERIAL

A. Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted by the City, or by other Contractors in the City employ, or with street drainage, fire hydrants, or with access thereto, and not to hinder any more than may be necessary the ordinary pedestrian or vehicular traffic of the streets. Such material shall be stored in such a manner as to facilitate inspection.

1.15 REJECTED MATERIAL

A. If any materials used in the work, brought upon the ground, or selected for use in the work shall be condemned by the Engineer on account of bad or improper workmanship, or as being unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove from the work or its vicinity, without delay, all such rejected or condemned material of whatever kind. Upon failure to do so within forty-eight (48) hours after having been so directed by the Engineer, the condemned material may be removed by the City and the cost of said removal deducted from any money that is then due, or that may thereafter become due to the Contractor. No payment shall be made until such materials, work or workmanship has been removed and proper materials and workmanship substituted therefor.

1.16 WATER SUPPLY

A. Water for construction purposes may be taken from the City mains, at no charge, subject to the rules of the City Water Department. Special approval of the Engineer must be obtained prior to the opening of any fire hydrant.

B. The Contractor shall provide for his employees an adequate supply of drinking water taken from the City mains.

1.17 SANITARY REGULATIONS

A. Necessary convenience, properly secluded from public observation, shall be constructed where needed for the use of laborers on the work. Such conveniences shall be located, constructed and maintained, subject to the approval of the Engineer and the collections therein shall be removed at such times, and to such places as he shall direct. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the County Health Department.

1.18 PERMITS AND LICENSES

A. The Contractor shall procure all permits and licenses and pay all charges and fees necessary and incident to the due and lawful prosecution of the work. Unless otherwise stated in these contract documents, there will be no charge for any permits required by the City of Birmingham.

1.19 LAWS AND ORDINANCES

A. The Contractor shall keep himself fully informed of all local ordinances and regulations, state and national laws in any manner affecting the work herein specified. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, said ordinances, laws and regulations, and shall protect and indemnify the City and its duly authorized officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, etc.

B. The Contractor shall obey and abide by all the laws of the State of Michigan and of the Federal Government relating to the employment of labor on public work and all Charter provisions and ordinances of the City of Birmingham regulating or in respect to public improvements.

C. The Contractor and his Subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

1.20 PROPERTY AND SURVEY MONUMENTS

A. Before any monuments or stakes marking the boundaries of property along or near the work are removed or disturbed, the Contractor shall notify the Engineer in sufficient time so that they can be properly located and reset.

B. All precautions shall be taken to avoid disturbance of permanent survey monuments of any City, County or State authority, and when any of these are disturbed or destroyed, the Contractor shall restore them to the satisfaction of such authority and shall pay all costs incurred by such authority in connection therewith.

1.21 BUILDING AND OTHER STRUCTURES ENCOUNTERED

A. Full responsibility shall be assumed by the Contractor for the protection of all buildings and other structures, public or private, including tracks, pavements, driveways, curbs, poles, signs, hydrants, underground pipes and conduits and other structures of every sort that may be encountered in or adjacent to the work.

B. Wherever settlement or lateral movement of structures might occur, adequate underpinning or other means of support shall be installed. Where necessary, such support shall be installed in advance of construction.

1.22 PROTECTION TO TREES AND SHRUBBERY

A. The Contractor shall take all prudent and feasible measures that will reduce or eliminate the impacts of development and construction on City owned trees. Trees or shrubbery shall be surrounded by protective cushioning, posts or fencing before construction work begins, if, in the judgment of the Staff Arborist, such precautions are necessary. Further detailed information is included in the supplemental specifications section of the contract if applicable.

1.23 DUST CONTROL

A. All Contractors working on projects that require removal of the paved surface during construction shall provide dust control as directed by the Engineer, at no additional cost to the City. When weather conditions are such that dusty conditions can be created, the Contractor shall be prepared to take action. When dry conditions are declared by the Engineer, the Contractor shall have a water truck and calcium chloride on site at all times, to be applied as needed. The Contractor shall be pro-active with respect to applying dust control measures as needed.

1.24 PROTECTION AND RESTORATION OF PROPERTY

A. The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequences of any act or omission on his part, or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Engineer may, after forty-eight (48) hours written notice to the Contractor, proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the Contractor.

1.25 RESPONSIBILITY FOR DAMAGE TO WORK

A. The Contractor shall protect his work and materials from damage, due to the nature of the work, the action of the elements, the carelessness of other contractors, or from any cause whatever, until the completion and acceptance of the work. Should any damage occur, he shall repair or replace it at his own expense, and complete the work to the satisfaction of the Engineer.

1.26 INDEMNITY

A. To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY OF BIRMINGHAM, its elected and appointed officials, employees and volunteers and any others working on behalf of the CITY OF BIRMINGHAM against, any and all claims demands, suites, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the CITY OF BIRMINGHAM, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or other working on behalf of the CITY OF BIRMINGHAM.

1.27 INSURANCE

A. The Contractor shall comply with the INSURANCE requirements set forth in the General Instructions to Bidders.

1.28 PUBLIC TRAVEL

A. The Contractor shall at no additional compensation make suitable and adequate provisions, unless otherwise authorized by the Engineer, for the safe and free passage of persons and vehicles by, over or under the work while it is in progress.

B. The Contractor shall obtain permission from the Engineering Department to close or block any street. The Contractor shall notify the Engineering Department at least four (4) hours before closing or blocking any street.

1.29 PUBLIC SAFETY

A. The Contractor shall furnish, erect and maintain a good and sufficient fence, railing or barrier around all exposed portions of his work, to effectively prevent any accident in consequences of his operations and to protect the work. Such fences, railings and barriers shall be illuminated from sunset to sunrise by suitable and sufficient lights, flares or torches, in such a manner as to make them clearly visible to approaching pedestrians and/or traffic.

B. When equipment and materials are located within the construction site, or within any public right-of-way, the public shall be safe-guarded by suitable and sufficient signs, lights, barricades or other means furnished and maintained by the Contractor.

C. If any portion of the work is not properly barricaded, signed or lighted by one-half (1/2) hour after sunset, the necessary barricades, signs and lights may be placed by the City and all costs to the City for such work will be charged to the Contractor. The furnishing, erection and maintenance of barricades, signs and lights by the City will not relieve the Contractor of his responsibility for the protection of traffic and the work.

D. The Contractor shall provide such traffic regulators and watchmen as are necessary to insure safe and convenient travel by the public and to protect the work.

E. Barricades, signs and lights shall be erected in accordance with the provisions of the Michigan Manual of Uniform Traffic Control Devices.

1.30 MAINTAINING SERVICE TO DRAIN, WATER MAINS, ETC.

A. The Contractor shall maintain in continuous and effective service all drains, sewers, watercourses and water mains touched during the progress of the work. If it should become necessary to temporarily divert or obstruct the flow of any watercourse or drain, written consent must first be obtained from the Engineer, and then the Contractor shall assume full responsibility for the consequences.

1.31 NOTIFICATION OF UTILITIES

A. The Contractor shall notify all utilities of his intention to excavate or otherwise cause any underground disturbance, by calling MISS DIG at least three (3) full working days before commencing such excavating or disturbances.

B. The rights are reserved to both the City and to the owners of public utilities or franchises to enter upon the work for the purpose of making repairs to their installations and making changes in their installations necessitated by the work.

1.32 SUBLETTING OR ASSIGNING

A. The Contractor shall perform without subletting, at least twenty-five (25) percent of the work provided for in this contract, computed on the basis of cost.

B. The subletting of any portion of the contract work shall be subject to approval by the Engineer, but such approval shall not relieve the Contractor of responsibility for the work of such Subcontractors who likewise shall be bound by all pertinent provisions of these specifications. Before any work is sublet, the Contractor shall satisfy the Engineer that the proposed Subcontractor is suitably equipped and experienced in that kind of work, and that he has proper financial resources to enable him to carry it out.

C. No assignment by the Contractor of any principal construction contract or any part thereof, or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the approval of the Engineer, and the Surety has been given due notice of such assignment in writing.

D. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

1.33 DISCHARGE OF EMPLOYEES

A. The Contractor shall employ only competent, skillful persons to do the work. Whenever the Engineer shall notify the Contractor in writing that, in his opinion, any employee on the work is incompetent, impertinent, disobedient, unfaithful, disorderly or otherwise unsatisfactory, that employee shall be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

1.34 PROSECUTION OF WORK

A. The Contractor shall begin work in accordance with the detailed progress schedule after execution of the Contract by the City. He shall prosecute the work in the order given in the progress schedule, with force and equipment adequate to complete the major items, portions, or sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the progress schedule, or if it appears at any time that such work

is not being prosecuted in such manner as to insure its completion within the time specified, the Engineer shall have the right to require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to bring the work up to the progress schedule; with or without notice to the Surety, place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the plant and equipment as in his judgment is reasonable, and for such time as the plant and equipment are in service.

1.35 EXTENSION OF TIME

A. If the Contractor is obstructed or delayed in the prosecution or completion of the work by reason of the neglect, delay or default of any other Contractor having a contract with the City for adjoining or contiguous work; by reason of any damage that may happen thereto by the unusual action of the elements; by reason of the abandonment of the work by the employees in a general strike; the part of the City in doing work or furnishing material, the

B. Contractor shall have no claim of damages for any such cause or delay. He shall, however, be entitled to such extension of the time specified for the completion of the work as the Engineer shall determine to be just and proper, provided however, that such claim for such extension of time is made by the Contractor in writing to the Engineer within one (1) week from the time when any such cause for delay occurs.

1.36 SUNDAY AND HOLIDAY WORK

A. No work shall be done on Sundays, or upon any days celebrated as holidays by the City of Birmingham, except in case of emergency, or to protect work from damage or injury. All Sunday or holiday work must have prior written approval of the Engineer.

1.37 NIGHT WORK

A. No work shall be carried on from 7:00 p.m. to 7:00 a.m., except in case of emergency, or to protect from damage or injury work that has already been done. All night work must have the prior written approval of the Engineer. This provision does not apply to work covered under the provision entitled "shutting off water".

1.38 MEASUREMENT OF QUANTITIES

A. Quantities of work completed under the contract will be measured by the Engineer according to United States standard measures. When material is measured by weight in tons, the unit shall be the ton of two thousand (2000) pounds.

B. All longitudinal measurements for area of base courses, surface courses and pavements will be made along the actual surface of the roadway. For all transverse measurements for area of base courses, surface courses and pavement, the dimensions used in calculating the pay area shall be the neat dimensions provided in the plans or by authorization.

C. Structures will be measured according to neat lines provided on the plans or by authorization.

D. All materials which are specified for measurement by the cubic yard "Loose Measure" will be measured at the location where used on the project under construction, unless otherwise provided.

1.39 CLEANING UP

A. Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises which he has occupied during the construction period.

B. Before the time of the final estimate, the Contractor shall remove from the premises, debris, rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such a manner as the Engineer may require.

C. Before leaving the grounds, the Contractor shall replace and put in good repair all fences, telephone poles and lines, roadways and other property that may have been damaged by him in the progress of the work.

1.40 ENVIRONMENTAL PROTECTION

A. Contractor shall at all times be responsible to insure that no chemicals, pollutants or other harmful or hazardous materials are spilled, discharged or otherwise released into the environment or onto City property, rights-of-way or into the storm or sanitary systems. Should such a release occur, Contractor shall immediately take action to extract the contaminants and prevent further exposure and damage. Contractor shall immediately contact the City and all other required governmental agencies to assess and determine the necessary and appropriate remediation activities. Contractor shall be responsible for all costs and damages stemming from the release including, but not limited to, the cost to remove and dispose of the contaminant, repair/replace/restore the affected areas, and all costs incurred by the City or governmental agency in response.

1.41 UNNOTICED DEFECTS

A. Any defective work or material that may be discovered by the Engineer before the final acceptance of the work, or before final payment has been made, shall be removed and replaced by work and material which conform to the specifications. Failure to neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

1.42 FINAL INSPECTION

A. As soon as practicable, after the completion of all the work covered by the Contract, the Engineer shall make the final inspection of the work. If the work is found to comply with all the terms of the Contract plans and specifications, the Engineer shall accept the completed work with reasonable promptness. If the work is not acceptable to the Engineer at the time of such inspection, he shall advise the Contractor as to the particular defects to be remedied before final acceptance.

B. If within a period of ten (10) days after such notification the Contractor has not taken steps to speedily complete the work as outlined by the Engineer, the Engineer may, without further notice to the Contractor and without in any way impairing the Contractor, make such arrangements as he may deem necessary to have the work completed in a satisfactory manner. The cost of so completing the work may be deducted from any monies due, or which may become due the Contractor.

C. Use by the City or public of all or any part of the work before acceptance shall not be construed as acceptance of the part used.

1.43 PAYMENTS

A. Partial payments will be made monthly on the basis of the value of work completed during the estimated period, less the percentages retained as specified herein, provided the work is progressing in accordance with the progress schedule, provided the contract provisions are being fulfilled, and provided the time of completion has not elapsed.

B. The Contractor shall be responsible to submit requests for partial payments in writing by completing the Request for Partial Payment form supplied in the contract and/or by the City with

the attached appropriate quantities as measured or estimated by the Superintendent. Final payment shall be made by an officer of the company submitting

C. final quantities to the Engineer based upon the value of the work performed and materials completed in accordance with the contract. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, "Contractor's Affidavit", stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.

D. If the Contractor fails to submit a request for a payment, as specified, the Engineer may at his (her) discretion prepare a Contractor's Estimate for such payment.

E. When submitting a request for partial or final payment, the Contractor shall complete the appropriate forms as included in Section 140 of the Contract. When requesting a partial payment, the Contractor shall submit the "Request for Partial Payment" form and the "Sworn Statement" form. When requesting final payment, the Contractor shall complete the "Request for Final Payment" form and the "Sworn Statement" form.

F. When the Contractor determines that work will need to be completed outside of the specified pay items, the "Work Directive" form shall be submitted to the Engineer and approved prior to said work commencing.

G. Except as hereinafter provided, the City will retain ten (10) percent from the partial payments of the amount earned up to fifty (50) percent of the Contract price. After fifty (50) percent of the Contract work is in place, the City will not hold additional retainage, unless the Engineer determines that the Contractor is not making satisfactory progress. If the Engineer determines the Contractor is not making satisfactory progress, the City may retain up to ten (10) percent of the value of the work over fifty (50) percent of the Contract price.

H. After final acceptance of the Contract work by the Engineer, he shall process a final estimate for the total amount due the Contractor, less the total amount of all previous payments. Except as hereinafter provided, the total amount due the Contractor shall include interest earned on retained amounts from partial payments.

I. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, affidavit or certificate, stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.

J. In case evidence exists that all bills with respect to the work have not been paid in full, the Engineer may retain out of any amounts due the Contractor, sufficient sums to cover all such unpaid bills.

K. Except as hereinafter provided, and at the City's option, a dispute regarding the percent retained from partial payments or regarding payment of interest on retained amounts, shall be settled in accordance with the provisions of Act 524 of the Public Acts of Michigan for 1980.

L. For a Contract having a dollar value of less than $30,000.00, or a Contract having three (3) months or less between the date of the Contractor and the Contract Time of Completion:

1. The City will retain ten (10) percent of the amount earned from partial payments.
2. The City will not pay interest on amounts retained from partial payments.
3. The provision to settle disputes in accordance with Act 524 will not apply.

1.44 SETTLEMENT OF DISPUTES

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

1.45 MAINTENANCE AND GUARANTY

A. The Contractor shall guarantee all the work furnished under this Contract against all defects in workmanship and materials, and incidental damage to other property, for a period of one (1) year following the date of the final acceptance of the work by the City. The Performance Bond shall fully cover all guarantees contained in this article.

1.46 CONFLICT OF INTEREST

A. The Contractor shall not directly or indirectly employ or otherwise use a City official of the City of Birmingham in conjunction with this contract. If subsequent to entering into the Contract a City official, a spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.

1.47 INSPECTOR CREW DAYS

A. It shall be the responsibility of the bidder to extend as a bid item in his proposal, when called for, the number of inspection crew days he requires for the completion of the project, times the unit price for inspection. The basis of computing crew days shall be as follows:

Total Hours Worked	Crew Days Charged
When an Inspector reports to the project and the Contractor decides not to work, or does not appear to work, weather permitting.	- One-half (1/2) crew day
Under four (4) hours	- One-half (1/2) crew day
Four (4) hours or more	- One (1) crew day
Over Eight (8) hours or more	- Three eights (3/8) crew day for each two hour or part thereof

B. The above hours are only for the usual working days of Monday through Friday.

C. All Saturday work shall multiply the number of crew days by a factor of 1.5. All Sunday work shall multiply the number of crew days by a factor of 2.0.

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 and 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) hour notice, exclusive of Saturdays, Sundays or holidays, when the project requires an increase or decrease in the number of Inspectors. Failure to observe this requirement will either necessitate the charging of one-half (1/2) crew day if the Inspector appears on the project, or the halting of all additional work until an Inspector is available. Unless the Inspector is notified in advance, crew days will be charged when an Inspector appears on a project and the Contractor decides not to work.

J. A separate crew day shall be charged for each and every Inspector or Engineer employed on a project for inspection purposes.

K. The number of Inspectors or Engineers required for the complete inspection of any project shall be as determined by the City Engineer.

L. One (1) Inspector or Engineer shall be assigned to each construction crew or each operation listed below:

1. General
    a. Material Testing (not the operations done by a testing laboratory).
    b. Checking barricades and lighting.
    c. Checking maintenance of traffic.
    d. Emergency conditions, as determined by the Engineer.
    e. Measuring quantities when said measurements are taken during one of the operations included within this list.
2. Clean-Up and Complaints
    a. Replacement of driveways, sidewalks, pavement, etc.
    b. Checking restoration and answering complaints.
3. Water Mains and Appurtenances

a. Excavation.
b. Laying of Mains.
c. Installing Valves and Hydrants.
d. Tunneling, Jacking or Boring of Water Mains.
e. Backfilling of Trenches.
f. Restoration of Existing Conditions.
g. Cleanup.
h. Pressure Testing.
i. Cleansing and Disinfecting.
j. Checking final installation for conformance to specifications prior to releasing for connections to be made.
k. The same Inspector may inspect the installation of hydrants, thrust blocks, gate wells, etc., in the proximity of the pipe laying operations, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.

4. Concrete Pavement
   a. Excavation and Preparation of the Site.
   b. Mucking and Filling Ditches.
   c. Pavement Removal.
   d. Subgrade Preparation and Fine Grading.
   e. Adjusting and Reconstructing Existing Structures.
   f. Sub-Base Construction.
   g. Checking Form Alignment and Grade.
   h. Placing of Concrete.
   i. Constructing Compression Cylinders.
   j. Finishing of Concrete.
   k. Placing of Cold Weather Protection.
   l. Sawing and Sealing.
   m. Finish Grading.
   n. Coring Finished Pavement (One (1) crew day will be charged for each twelve (12) cores taken).
   o. Adjusting Existing Driveways and Sidewalks.
   p. Seeding and Mulching.
   q. Restoration.
   r. Site Clean-Up.
   s. Checking final pavement prior to final acceptance for conformance to specifications.

5. Sanitary, Combined, and Storm Sewers, and Appurtenances
    a. Excavation and Preparation of the Site.
    b. Checking Sewer Pipe.
    c. Installing Pipe Bed.
    d. Laying Pipe.
    e. Installing House Leads.
    f. Tunneling, Jacking or Boring of Sewer.
        i. Mining Operation:
        ii. Placement of Concrete:
            -One (1) Inspector in Tunnel.
            -One (1) Inspector Top Side.
    g. Constructing Manholes, Catch Basins, Inlets.
    h. Backfilling.
    i. Restoration.
    j. Infiltration or Ex-Filtration Tests.
    k. Site Clean-Up.
    l. Final checking of sewers prior to releasing for connections to be made or placing in service.
    m. The same Inspector may inspect the installation of manholes, catch basins, inlets, etc., in the proximity of the pipe laying operation, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.
6. Reinforced Concrete Structures
    a. Excavation for Structure.
    b. Sheeting.
    c. Checking Forms and Resteel.
    d. Placing of Concrete.
    e. Backfilling Around Structures.
    f. Checking Installation of Equipment.
7. Asphalt Paving and Pavement Resurfacing
    a. Excavation.
    b. Preparation of Subgrade.
    c. Construction of Base.
    d. Preparation of Existing Pavement.
    e. Priming Base Course.
    f. Construction of Bituminous Concrete Pavement or Surface.

g. Checking of Material.

h. Checking of Asphalt Plants.

i. Checking of Final Pavement for Conformance to Specifications.

j. Restoration.

k. Site Clean-Up.

M. Inspection rates for crew days will be charged as follows:

1. Through 4 Hours = $325.00

2. Over 4 Hours to 8 Hours = $650.00

3. Over 8 Hours = $243.75 for each two hours or part thereof

4. Saturdays

a. Through 4 Hours = $487.50

b. Over 4 Hours = $243.75 for each two hours or part hereof

N. No payment on inspector crew days shall occur while the project is in progress. Upon final evaluation and inspection approval inspector crew days will be calculated and paid along with the final payment of the project to the contractor.

END OF SECTION

SECTION 500
WATER MAIN CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

A. The work of this section shall consist of the installation of water mains, valves, risers, corporations, boxes, hydrants, water services and connections, of the size and character and at the locations shown on the drawings. This work shall include the provision of all labor, materials, equipment, and supervision required, including excavation, bedding, backfill, testing and sterilization and other incidental work necessary for a complete system. The Contractor shall set crosses, tees, bends, sleeves, and other special fittings in the main where shown on the drawings or directed by the Engineer. All unconnected openings of such special fittings shall be closed by standard plugs. All special fittings shall be incidental to the water main construction.

1.02 REFERENCES

A. Unless otherwise specified, all water main pipe materials shall conform to the latest edition of the applicable AWWA standard for construction.

B. Performance and material requirements shall meet specific Reference Standards as referred to hereinafter under individual items.

C. Unless otherwise specified, all materials shall also conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 CERTIFICATION AND INSPECTION

A. All pipe and fittings delivered to the job shall be accompanied by certification papers showing that the pipe and fittings have been tested in accordance with the applicable Specifications for this project. All pipe and fittings will be inspected upon delivery to the jobsite. No cracked, broken or damaged pipe will be allowed in this work.

B. Each piece of ductile iron pipe and each fitting shall have its weight and class designation conspicuously painted or cast on it. All other pipe materials shall have the class designation painted thereon. Where required, other designation marks shall be painted on the pipe or fittings to indicate correct location in the pipeline in conformity to a detailed layout plan.

1.04 SHOP DRAWINGS AND GUARANTEES

A. Contractor shall furnish shop drawings and guarantees of the items to be furnished under this section of the Contract. Design details of joints and joint restraint shall be submitted to the Engineer for consideration and approval before ordering any pipe.

PART 2. MATERIALS

2.01 WATER MAIN PIPE

A. All water main pipe supplied and installed on this project shall be Pressure Class 52 Ductile Iron Pipe (DIP) conforming to ANSI A21.5, latest revision.

B. Joints shall be push-on type conforming to ANSI A21.11, latest revision.

C. Ductile iron pipe shall be cement mortar lined and bituminous seal coated, in accordance with ANSI A21.4, latest revision.

2.02 POLYETHYLENE ENCASEMENT

A. All ductile iron pipe and fittings shall be encased with polyethylene encasement in accordance with the requirements of ANSI/AWWA Standard C105/A21.5-10.

B. Polyethylene encasement materials shall be manufactured of virgin polyethylene possessing the following characteristics:

1. Type, Class, Grade, other Characteristics:
   a. In accordance with A.S.T.M. Specification D-1248-84 or latest revision thereof.
   b. Type.....I
   c. Class A..... A natural color where exposure to weather (including sunlight) is less than forty-eight (48) hours total burial OR Black where exposure to weather (including sunlight) may be more than forty-eight (48) hours. Exposure to weather should be kept to a minimum, and in no case should it exceed ten (10) days.
   d. Grade..... E-1
   e. Flow Rate (formerly Melt Index) .....0.4 maximum
   f. Tensile Strength..... 1200 psi
   g. Elongation.....300%
   h. Dielectric Strength.... Volume resistivity, ohm-Cm3 = 1015 volts per mil thickness.
   i. Polyethylene tube material shall have a thickness of .008" (8-mils). Thickness tolerance shall not exceed 10% of the total tube thickness. A suggested tube size for each pipe diameter is listed in Table 1 below. For pipe sizes greater than 24", tube size may be determined by multiplying the nominal pipe diameter by 2.25 to obtain minimum flat tube width.

TABLE 1: Polyethylene Flat Tube Width (Inches)

Nominal Pipe Diameter (Inches)	Ductile Iron Pipe, Bell & Spigot Joints	Ductile Iron Pipe with Mechanical Joints
4	16	16
6	20	20
8	24	24
10	27	27
12	30	30
14	34	34
16	37	37
18	41	41
20	45	45
24	54	54

C. Adhesive tape used to connect Water main Polyethylene Encasement shall be a general-purpose adhesive tape two (2) inches wide and approximately ten (10) mils thick, such as Scotchrap No. 50, Polyken No. 900, or Tapecoat CT. Tape used for repair of damage to the polyethylene shall possess a life expectancy equal to that of the polyethylene.

2.03 FITTINGS

A. Ductile Iron Water Main Fittings shall be furnished in accordance with ANSI A21.10, latest revision.

B. Joints shall be mechanical joint or push-on, conforming to ANSI A21.11, latest revision. When called for on the plans or supplemental specifications, fittings shall be cement mortar lined as detailed for pipe.

C. When connecting to existing water mains, oversized fittings may be required to match the outer diameter of the older water mains. The Contractor shall determine sizes as necessary.

2.04 HYDRANTS

A. Hydrants shall be EJIW model 5BR with 6" mechanical joint inlet, two pumper nozzle, all opening left, 5'6" bury, plugged drain, block bolts.

2.05 GATE VALVES AND BOXES

A. All gate valves shall be of the resilient seat wedge type with mechanical joints.

B. Gate valves shall be designed for 150 psi working pressure and meet the requirements of AWWA Specification C509.

C. Gate valves shall be cast iron body, fully bronze mounted, bronze stem, O ring stem seal, non-rising stem and wedge disc with resilient rubber seat ring disc seat. Gate valves shall have a clear waterway equivalent in area, when fully open, equal to that of the connecting pipe.

D. Valves shall be made to open when turned to the left, or counterclockwise.

E. The gate valves shall have square wrench nuts.

F. Gate valves of the size specified shall be produced by either Mueller or East Jordan Iron Works.

G. Valve boxes shall be of the three (3) piece adjustable height type with cast iron curves with a 5 1/4" shaft diameter. The cover shall be marked "WATER". The length of the box shall be adequate for the depth of cover at the valve location.

2.06 WATER LEADS

A. All water service leads shall be of Type K copper of the sizes called for on the plans.

2.07 CORPORATION STOPS

A. Corporation stops shall be Mueller Model No. H-15000

B. Corporation Stops shall have an AWWA Taper threaded inlet with copper flare straight connection outlet.

C. Corporation Stops shall be manufactured and tested to meet ANSI/AWWA Standard C800.

D. Corporation stops shall be constructed of heavy-duty brass components meeting the requirements of ASTM B62.

2.08 CURB STOPS AND BOXES

A. Curb Stops shall be manufactured and tested to meet ANSI/AWWA Standard C800.

B. Curb stops shall be constructed of heavy-duty brass components meeting the requirements of ASTM B62.

C. Inlet and outlet shall both have copper flare straight connections.

D. Curb stops valve shall have Minneapolis pattern thread top

E. Curb stop valves shall be Mueller Model No. H-15154

F. Curb stop valves shall be Mueller Model No. H-10300.

G. Curb stop boxes shall be cast iron extension type with lid and plug and shall have a Minneapolis pattern base with a 1-1/4" inner diameter upper section. Curb stop boxes shall be furnished to include a valve box riser (EJIW 8500) and cover (EJIW 6800) to allow for a flush rim elevation to the sidewalk grade.

PART 3. CONSTRUCTION

3.01 CARE IN HANDLING PIPE

A. The pipe shall be distributed at the site by the Contractor as required and care shall be exercised to prevent injury to the pipe in handling. Proper tools and implements for safely handling the pipe and other materials shall be provided by the Contractor, and particular care shall be exercised to prevent the abrasion of the pipe coating which shall be repainted, if injured, with coal tar varnish properly mixed with oil and heated before applying. The Contractor shall keep on hand a sufficient supply of the coal tar varnish for such purpose.

B. Care shall be taken in handling cement-lined pipe. Hooks inserted inside the pipe shall have blunt ends which will spread the bearing to more than two (2) square inches of cement surface.

C. Pipe must be protected from falling, either from truck to ground or into the trench and, when distributed along the line or stored near a road, must be kept clear of passing vehicles.

D. All materials will be inspected before placing in the trench, and if defective, marked "REJECTED" and removed from the work by the Contractor at no additional expense to the City. All damaged materials shall be replaced by the Contractor at no cost to the City.

3.02 MATERIALS FURNISHED BY THE CITY

A. See the "General Requirements" section for materials furnished by the City.

3.03 SHUTTING OFF WATER

A. The Contractor shall familiarize himself with the locations of existing gate valves, and have the gates made easily accessible for emergency shut-offs. He shall always keep on the job all the necessary equipment to shut the water off and to make immediately emergency repairs without undue delay.

B. WARNING: Since some water mains and valves are old, it is not uncommon for valves to not shut off "tight". In such cases, it may be necessary to close additional valves and/or for the Contractor to contend with a flow of water through such valve(s).

C. In case of an emergency break in a water line due to his construction operations, it shall be the Contractor's responsibility to supply water for immediate needs to those deprived of such service.

3.04 EXISTING STRUCTURES AND UTILITIES

A. The Contractor shall notify all utilities of his intention to excavate or otherwise cause any underground disturbance, by calling MISS DIG at least three (3) full working days before commencing such excavation or disturbance.

B. Underground structures and utilities are shown on the construction drawings as an aid to the Contractor, but the Owner does not guarantee their location or that other underground structures or utilities may not be encountered. No attempt has been made to show utility services on the plans, and it shall be the Contractor's responsibility to locate them. The City will, whenever

possible, and when requested by the Contractor, stake the location of sewer and water services at the street right-of-way line.

C. In crossing over or under underground utilities, the Contractor shall use all possible care in protecting the utilities and to maintain their free unobstructed continuous use. The Contractor will be required without additional compensation to repair, replace or rebuild any such improvement injured or damaged by him, and he shall be responsible to the department, companies, individuals, or corporations controlling such improvements.

D. All underground utilities shall be supported on a foundation of sand or sand-gravel thoroughly compacted by mechanical tamping to prevent future settlement and possible failure of the utility. "Cement reinforced sand backfill" rather than "sand or sand 'gravel" shall be used under sewers and sewer services. Gas mains and gas services shall be supported in accordance with the requirements of the Consumer Power Company.

3.05 TRENCH EXCAVATION

A. Excavation shall be open cut. All work shall be done to true line and grade. The Contractor shall protect all line and grade stakes and he will be held responsible for any defective work occasioned by his negligence in this regard.

B. The trench shall be of sufficient depth to provide a cover above the crown of the pipe of at least five (5) feet.

C. The bottom of trench shall be excavated neatly to the required grade and filled two (2) inches with MDOT Class II sand thoroughly compacted by tamping before the pipe is laid.

D. Methods and equipment for excavating shall be such as will produce a trench without excessive width or irregularity. The width of trench shall be sufficient to allow the pipe to be laid and jointed properly and to allow the backfill to be placed and compacted properly.

E. The Contractor shall take great care to protect all trees and shrubs along the site of the work. No equipment will be permitted which causes excessive damage to existing trees along the site of the work.

F. If the trench at any point along the line will be opened nearer than six (6) feet to the face of the trunk of an existing tree, and in the opinion of the Engineer the excavation would be injurious to the tree, he may require the Contractor to tunnel under the tree at no extra cost to the City.

G. Selected excavated material may be used for backfilling under trees and it shall be thoroughly tamped to completely fill the excavated space.

H. Where the trench must be cut through concrete or asphalt pavement, driveways, or sidewalk particular care shall be taken not to damage adjoining areas. All cuts through existing concrete or asphalt pavements, and driveways shall be made with a concrete saw, except where an existing parallel joint is located not more than two (2) feet beyond the line of the intended saw cut. In that case the pavement or driveway shall be removed and replaced to the existing joint. Sidewalks shall not be saw cut and all removal and replacement shall go to existing joints. Pavement breaking using a drop weight may be limited or prohibited by the Engineer, if the Engineer determines the use of such equipment is causing damage to adjacent structures.

3.06 TUNNELING

A. Tunneling, Boring and Jacking under pavements or streets will not be allowed without the approval of the Engineer in writing, or unless noted on plans or in the Specifications. Where tunneling is permitted there shall be a minimum clear space of not less than six (6) inches between

the outside of the pipe in the tunnel and the face of the excavation or the sheeting or bracing that is nearest the pipe. Upon completion of the construction work in the tunnel, the sheeting and bracing (if any) shall be left in place and all the remaining space between the outside of the pipe and the excavation shall be filled with cement reinforced sand backfill thoroughly compacted. The Contractor shall receive no additional compensation for sheeting and bracing left in place in the tunnel.

3.07 EXCAVATED MATERIAL

A. The materials excavated and to be used in backfilling shall be so handled and stored as to cause as little inconvenience as possible to the public travel and adjoining property owners. The materials excavated and not suitable or needed for backfilling shall be disposed of by the Contractor at his own dumpsites.

B. Payment for handling the surplus excavated material, as outlined above, shall be included in the unit prices quoted in the proposal for pipe installation.

3.08 LAYING PIPE

A. Water mains shall be laid with a minimum of five (5) feet of cover from the top of the main to the final surface grade above the main, unless otherwise designated on the plans, authorized by the Engineer, or necessary to connect to existing fittings.

B. Before laying pipe, all lumps, blisters, and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall then be wire brushed and wiped clean and dry.

C. Before lowering, and while suspended, the pipe shall be inspected for defects and rung with a light hammer to detect cracks. Any defective, damaged, or unsound pipe shall be rejected. The interior of each piece shall be inspected for cleanness and cleared of any dirt or foreign matter before being lowered into the trench.

D. Each length of pipe shall have bearing upon the sub-grade throughout the length of the barrel. The pipe will not be permitted to rest in the trench on any hard unyielding object such as stone, brick, etc. Blocking pipe up to proper level with blocking of any kind will not be permitted.

E. Unless otherwise directed, pipe shall be laid with bell ends facing the direction of laying. After a length of pipe is placed in the trench the spigot shall be centered in the bell of the adjacent pipe, the pipe shoved into position and brought into true alignment, and there secured with sand, carefully tamped under and on each side of the pipe.

F. When the temperature is above 60 degrees F., the spigot of each pipe laid shall be brought tightly home in the bell of the preceding pipe. When the temperature is below 60 degrees F., the pipe shall be laid with the spigot end approximately 1/16" from the face of the bell to allow for expansion.

G. Wherever deflections at joints are required by changes in grade or alignment or to plumb valve stems, the deflection at any joint shall not exceed three-quarters of the maximum deflection recommended by the manufacturer of the joint used.

H. Where necessary to cut pipe, cutting shall be done with approved tools and cut ends of pipe shall be square and regular. Cutting shall be done in a manner to avoid damage to lining and coating.

I. Spigot ends of field cut pipe shall be tapered back one-eighth (1/8) inch at an angle of thirty (30) degrees with the centerline of the pipe.

J. All branches or other openings shall be bulkheaded until either capped or connected. The end of the pipe shall be bulkheaded and braced at the end of each day's work.

K. Tools or other objects shall not be stored or left in the pipe.

3.09 JOINTING OF PIPE

A. Molded rubber gasket slip on type joints shall be used for jointing of pipe. Prior to positioning the rubber gasket, the bell and spigot shall be wiped clean. After properly positioning the gasket in the bell, the joint shall be lubricated with an approved lubricant.

B. The spigot end shall be centered into the bell end until it engages the gasket. The joining pipe shall then be aligned both vertically and horizontally before applying force to make the joint. Any deflection shall be taken after the joint assembly has been completed.

C. Mechanical joints may be used as an alternate for the slip-on type joining, if approved by the Engineer.

3.10 INSTALLATION OF POLYETHYLENE ENCASEMENT

A. Polyethylene encasement shall be installed on all new pipe and fittings installed on this project. Although not intended to be a completely air- and water-tight enclosure, the polyethylene shall provide a continuous barrier between the pipe and the surrounding backfill.

B. On Pipe:

1. Cut polyethylene tube to a length approximately two (2) feet longer than the length of the pipe section. Slip the polyethylene around the pipe, centering it to provide a one (1) foot overlay on each adjacent pipe section, and bunching it accordion fashion until it clears the pipe ends.
2. Lower the pipe into the trench and make up the pipe joint with the preceding section of pipe. A shallow bell hole must be made at joints to facilitate installation of the polyethylene.
3. After completing the joint, make the overlap. Pull the bunched-up polyethylene from the preceding length of pipe, slip it over the end of the new length of pipe, and secure in place with one circumferential turn of tape, plus enough new pipe section over the end of the first wrap until it overlaps the joint at the end of the preceding length of pipe. Tape it in place. Take up the slack width to make a snug, but not tight, fit along the barrel of the pipe, securing the fold as necessary with adhesive tape at quarter points.
4. Repair any rips, punctures, or other damage to the polyethylene with tape, or with a short length of polyethylene tube cut open, wrapped around the pipe, and secured with tape. Proceed with installation of the next section of pipe.

C. On Pipe – Alternate Method:

1. Cut polyethylene tube to a length approximately one (1) foot shorter than the length of the pipe section. Slip polyethylene around the pipe, centering it to provide six (6) inches of bare pipe at each end. Make polyethylene snug, but not tight; tape down at quarter points and secure ends as described above.
2. Before making up a joint, slip a three (3) foot length of polyethylene tube over the end of the proceeding pipe section, bunching it accordion fashion. After completing the joint, pull the three (3) foot length of polyethylene over the joint, overlapping the polyethylene previously installed on each adjacent section of pipe by a least one (1) foot; make snug, tape down, and secure each end as described above.
3. Repair any rips, punctures, or other damage to the polyethylene as described above. Proceed with installation of the next section of pipe in the same manner.

D. Bends, Reducers, Offsets, and other fittings that can be wrapped in a polyethylene encasement tube shall be covered with polyethylene in the same manner as the pipe.

E. Valves and other odd-shaped fittings which cannot practically be wrapped in a tube, shall be wrapped with a flat sheet obtained by splitting open a length of polyethylene tube. This sheet shall be passed under the valve and brought up around the body of the stem. Seams shall be made by bringing the edges together, folding over twice, and tamping down. Slack width and overlaps at joints shall be handled as described above. Tape polyethylene securely in place at valve stem and other penetrations.

F. Openings for branches, service taps, blow-offs, air valves and similar appurtenances shall be made by making an X-shaped cut in the polyethylene and temporarily folding the film back. After the appurtenance is installed, replace the film, and repair the cut, as well as other damaged areas in the polyethylene, with tape. Branches, service taps, blow-offs, air valves and similar appurtenances shall not be wrapped with polyethylene unless otherwise specified or shown on the drawings.

G. Junctions Between Wrapped and Unwrapped Pipe:

1. Where polyethylene wrapped pipe joins a pipe which is not wrapped, extend the polyethylene tube to cover the unwrapped pipe three (3) feet, unless shown on the drawings. Secure the end with circumferential turns of tape.

3.11 COATING OF BOLTS

A. All bolts and nuts installed by the Contractor shall be coated with coal tar.

3.12 SHORING, SHEETING AND BRACING

A. Where necessary for the safety of persons, adjoining structures, or property, or the work itself, the Contractor shall adequately sheet or shore the trenches and sides of all excavations and shall provide adequate support for such sheeting or shoring. The sheeting, shoring and supports shall be furnished, placed and maintained by the Contractor during the time of need for same.

B. As the excavations are backfilled, the Contractor shall carefully pull the sheeting and remove its supports in such a manner as not to endanger persons, adjoining structures or property or the work, taking care that the space left unfilled by the removal of the sheeting is compactly backfilled. No extra compensation will be allowed for removal of sheeting, shoring or supports.

3.13 THRUST BLOCKING

A. Bends, tees, dead end of pipe or fittings and hydrants shall have concrete thrust blocks installed in accordance with the details as shown on the contract drawings. No separate payment will be made for thrust blocks. This work is incidental to the installation of the water main.

3.14 GATE VALVES

A. The cost of installing gate valves in new water mains and in hydrant connections shall be included with the appropriate pay item for construct gate wells, install gate valve and box, or hydrant connection.

B. Payment for installing gate valves in existing mains will be made at the contract unit price each.

C. Gate valves and valve boxes shall be furnished by the Contractor.

3.15 GATE WELLS

A. Gate wells shall be constructed at the locations as indicated on the contract drawings.

B. Gate well walls are to be built of pre-case concrete meeting ASTM C-471, concrete block masonry, or brick masonry laid in full and close joint of cement mortar. The outside of masonry gate wells shall be plastered to a thickness of one-half (1/2) inch with mortar. The inside joints shall be left smooth. The ring shall be set in a bed of mortar and adjusted to the grade set by the Engineer.

C. Gate wells will be paid for at the contract unit price each, which will be payment in full for furnishing all materials (including Construction castings), for all necessary excavation, backfilling, disposal of surplus material, removing and replacing pavement, curb, curb and gutter, sidewalk, and driveways, and constructing the structure complete.

D. Where gate wells are constructed over new gate valves, the unit price shall cover furnishing and installing both the gate well and the gate valve.

3.16 HYDRANT INSTALLATION

A. Hydrants shall be set plumb and to the grade established by the Engineer.

B. Payment for hydrant installation will be made at the contract unit price each, which price will be payment in full for excavation; furnishing and installing a tee in the water main; furnishing and installing the hydrant, the gate valve, and the gate valve box; blocking; and backfilling.

C. Six (6) inch hydrant connection pipe from the main to the hydrant will be paid for at the contract unit price per lineal foot for installing six (6) inch ductile iron pipe.

3.17 HYDRANT REMOVAL

A. Wherever possible, hydrants to be removed shall be left in service until new hydrants to be installed are in service. The Contractor shall do all necessary excavation required and shall remove the hydrant and hydrant valve (if any) and cap and plug the hydrant connection at the main. After the connection has been capped or plugged, necessary concrete blocking shall be placed and before backfilling, the connection shall be tested for leakage. Salvaged hydrants and fittings shall be delivered by the Contractor to the Department of Public Services Yard.

B. Payment for hydrant removal will be made at the contract unit price each, which price will be payment in full for excavation, removing hydrant and gate valve, plugging, blocking, backfilling, removing the existing surface materials, and replacing the surface materials with the same type and thickness of material as removed.

3.18 BACKFILLING OPEN TRENCHES

A. Before the usual backfilling is commenced, sand backfill shall be placed along the side and under the lower haunches of the pipe up to the top or crown of the pipe for the full width of the trench. This sand backfill shall be placed manually in layers not exceeding six (6) inches in thickness. Each layer shall be thoroughly compacted by mechanical tamping or vibrating. The cost of placing this sand backfill to the top of the pipe shall be included in the unit price bid for installation of the pipe.

B. Insofar as practicable, without interfering with the progress of the work, the Contractor shall keep streets, driveways and sidewalks open to safe use by the public.

C. All trenches and excavations under existing pavement, proposed pavement, existing roadways, driveways or sidewalk shall be backfilled with sand or gravel and thoroughly compacted by mechanical tamping or vibrating in layers not exceeding 12 inches in depth. The Engineer may

require the Contractor to further consolidate the backfill by the water jetting method after compaction by mechanical means.

D. Backfill shall not be placed against any portion of a structure until it (structure) has passed inspection.

E. Where the trench or excavation is in the parkway between the roadway and the street line or in unimproved streets, excavated material may be used in completing the backfill. Care shall be taken in placing this backfill to make sure that all boulders, pieces of concrete and such other material that might damage the pipe or structure, or prevent consolidation are not allowed to remain in the backfill material and it shall be compacted by tamping, jetting, or using compacting equipment.

F. If a bulldozer or other machine is used to place the backfill material, no material shall be pushed or dropped into the trench but shall be placed on the sloping ends of the completed backfill and allowed to roll in place to the bottom of the trench.

G. All trenches and excavations shall be backfilled as soon as inspection is completed to avoid unnecessary risk of damage to the line and to reduce the risk of accidents involving the public.

H. After backfilling is completed, the Contractor shall promptly remove all surplus and waste materials from the site, leaving the site and all places disturbed or affected by the work in a neat and orderly and dust free condition.

3.19 NEW WATER MAIN CONNECTIONS TO EXISTING MAINS

A. When connecting to existing water mains, oversized fittings may be required to match the outer diameter of the older water mains. The Contractor shall determine if oversized fittings are necessary for each connection, and shall provide all necessary materials, parts, tools, labor, equipment and all incidental work required for the connection. No additional compensation will be made for the use of oversized fittings on any connection to an existing water main.

3.20 CONNECT WATER SERVICES TO NEW MAIN

A. This item involves connecting water services to new water mains. The water services to be connected to the new mains are currently connected to water mains that will be removed or abandoned under this contract.

B. The Contractor shall install corporations in the new main and connect the services at the corporations. Locations and sizes of existing water services are shown on the plans in accordance with the best information available to the City. However, there will be no adjustment made in pay items if the locations or sizes are different than those shown on the plans.

C. If the Contractor encounters a lead water service during the installation of the water main or water service connections, they shall notify the City of the lead water service. Once the material of the service is verified by the City, the Contractor shall remove and replace the lead service with a type K copper service to the property line.

D. New pipe necessary to make the connections shall be Type K Copper and shall be of the same size as the existing service.

E. For water service connections where the existing water service will cross the trench of the proposed water main installation, payment will be made for installing a water service connection using the existing water service lead (unless it is a lead water service). No payment will be made for installing new Type K Copper water service on these leads. Any new Type K Copper water

service required on these services shall be considered incidental to the construction of the water service connection.

3.21 MAINTENANCE OF TRENCHES

A. During the period between the time when a section of water main is completed and the time when the final pavement surface is replaced, the Contractor shall maintain the top of the trench in a suitable condition for traffic to use. The Contractor shall place a minimum thickness of three inches of cold-mix asphalt in all areas where pavements have been removed. Such cold-mix asphalt shall be maintained, and supplemented, if necessary, until such time as permanent pavement is replaced.

B. There is no separate pay item for maintenance of trenches, as that work is considered incidental to the water main construction.

3.22 SURFACE RESTORATION

A. Surfaces removed or damaged for the construction shall be replaced as follows, unless otherwise specified on the plans:

1. Existing Surface	Replaced By
a. Gravel (driveways, shoulders, etc.)	8" 23A aggregate
b. Bituminous mat	5" full-depth asphalt
c. Asphalt (full-depth or over aggregate)	5" full-depth asphalt
d. Concrete pavement	8" concrete
e. Asphalt surfaced concrete	8" concrete and 2" asphalt surfacing
f. Concrete sidewalk	4" concrete, except 6" at drives
g. Grass surface	3" topsoil plus seed or sod

B. For asphalt surfaces, the top shall be a wearing course mixture at one (1) inch minimum thickness. The balance of the thickness shall be: (a) leveling course mixture when over a concrete base and (b) base course mixture when in a full-depth asphalt.

C. Surfaces not described above, which are damaged for the construction, shall be replaced with the same type and thickness of material removed.

D. All surface restoration shall comply with the City's Standard Details and specifications for the specific type of work being done.

3.23 FLUSHING

A. Upon completion, the new main shall be flushed with potable water until the water runs clear in color and no foreign matter is discharged. The main shall be slowly filled and due care taken to expel all air from the main. A temporary connection may be installed to conduct the water out of the trench. Flushing shall be done in a manner that will not cause damage to adjacent property.

3.24 PRESSURE TEST

A. The completed main shall be pressure tested with water at a pressure of 150 pounds per square inch. This pressure shall be maintained for at least two hours and for such longer time as the Engineer may require. The leakage, as measured by water meter or by other means approved by the Engineer, from the section of main under test pressure shall not exceed a rate of 11.65 U.S. gallons per inch of main diameter per mile of pipe in twenty-four (24) hours. (See "Water Main Disinfection & Leakage Test" table at the end of this specification section).

B. In case the leakage under test exceeds the maximum above specified, the leaks shall be discovered and repaired in an approved manner.

C. Any faulty pipe, fittings, valves, or other accessories included in work under this Contract and disclosed during testing shall be replaced with sound material and the test shall be repeated until specified requirements are met.

3.25 CLEANSING AND DISINFECTION OF NEW WATER MAIN

A. Before the new water mains and appurtenances are placed in service, they shall be cleansed, sterilized, and the water passing through them must show by tests safe bacteriological results.

B. All rules and practices of the Oakland County Health Department, the Michigan Department of Public Health, and the Michigan Department of Environmental Quality must be strictly followed.

C. The Contractor shall provide all necessary connections at the points of beginning of the individual sections of mains for applying chlorine to the mains for disinfection purposes.

D. After water mains laid under this contract have been acceptably tested and flushed, they shall be disinfected by the Contractor, in accordance AWWA Standard C651. All new mains and pipe shall be chlorinated with up to fifty (50) parts per million or more of liquid chlorine, or approved equal, and the chlorinated water allowed to stand in the mains for twenty-four (24) hours, at the end of which period the chlorinated water at all parts of the new mains shall show a free available chlorine residual of not less than twenty-five (25) parts per million. If less than twenty-five (25) parts per million residual is shown at the end of the first twenty-four (24) hour period, additional chlorine shall be added until a residual of not less than twenty-five (25) parts per million at all parts of the new system is shown after a subsequent twenty-four-hour period. The chlorinated water shall then be removed from the mains by the Contractor and the mains left full of water ready for use. (See "Water Main Disinfection & Leakage Test" table at the end of this specification section).

E. After satisfactory chlorination of the mains has been completed as described above, and the chlorinated water flushed out and the mains filled with potable water, the Southeastern Oakland County Water Authority will take bacteriological samples of the water in the mains for analysis. If the analyses of samples show the Construction water to be unpotable because of unsatisfactory disinfection of the mains, the mains shall be re-chlorinated at the Contractor's expense until satisfactory samples are obtained. Any charges by the Water Authority for re-testing the water shall be paid by the Contractor.

3.26 PAYMENT FOR WATER MAINS

A. Measurement of completed and accepted water main laid will be made in lineal feet, measured on the axis of the pipe laid from the beginning to the end and shall include measurements through fittings and valves. Branches will be measured in lineal feet from the center of the tee or cross, on the supplying water main, to the end of the pipe or special casting including the cap or plug in the case of a dead end and to the center of hydrants.

B. The unit price per lineal foot of pipe laid shall include all excavating; tunneling; boring and jacking; sheeting; bracing; shoring and de-watering of trench; removing and replacing pavement, sidewalk, or other type of existing surface; furnishing, laying and jointing of pipe and fittings; installing gate valves; connecting to existing water main; installing blocking; all backfilling; flushing; pressure testing; and disinfecting.

3.27 WATER MAIN DISINFECTION & LEAKAGE TEST

TABLE 2: WATER MAIN DISINFECTION AND LEAKAGE TEST

Nominal Pipe Diameter (Inches)	Contents Per 1,000 Feet of Pipe		Pounds of Calcium Hypochlorite @ 65% to obtain 50 PPM Per 1,000 Feet of Pipe	Allowable Leakage (L)* in Gallons of Water Per 1,000 Feet of Pipe at 150 PSI in Two Hour Test
	Cubic Feet	Gallons		
4	87.3	650	0.42	0.74
6	196	1,470	0.94	1.10
8	349	2,610	1.67	1.47
10	545	4,080	2.62	1.84
12	785	5,880	3.77	2.21
16	1,396	10,400	6.67	2.94

*L = 11.65 gallons per day, per mile, per inch diameter at 150 psi., per AWWA C600.

SECTION 710
PORTLAND CEMENT CONCRETE PAVEMENT CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the furnishing and placement of ready mixed Portland Cement Concrete (PCC) pavement and curbs and gutter.

1.02 REFERENCES

A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

A. Contractor shall submit proposed mix design for all PCC pavements to be supplied on this project.

B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 CONCRETE

A. Unless otherwise specified on the drawings, or in the specifications, the concrete mixture for all new concrete pavement shall be meet the requirements of the MDOT Portland Cement Concrete Grade P1M, with 6.0 sacks (564 lbs.) of cement per cubic yard. The Contractor does not have the option of using other concrete Grades or Types in lieu of Grade P1M on this project.

B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR) and for air entraining requirements.

C. Concrete provided on this project shall be Ready Mixed Concrete; central mixed or transit mixed concrete is permitted. The source of ready mixed concrete shall be approved by the Engineer.

D. Admixtures - Admixtures shall be used only when specified or authorized by the Engineer.

E. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed in the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.

F. Water shall not be added to the concrete at any time without specific permission by the Engineer.

2.02 AGGREGATE BASE COURSE

A. Unless otherwise specified on the drawings, or in the specifications, the aggregate base course to support the PCC pavement shall be MDOT 21AA crushed limestone compacted to 95% of the maximum modified proctor density.

PART 3. CONSTRUCTION

3.01 EXAMINATION

A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 EQUIPMENT

A. All equipment used in the construction of the work shall be inspected and shall meet approval of the Engineer prior to start of construction. All equipment, tools and machinery shall be maintained in a satisfactory working condition.

3.03 MAINTAINING TRAFFIC

A. The Contractor shall furnish, erect and maintain road construction barricades in accordance with current Michigan Manual of Uniform Traffic Control Devices.

B. The Contractor shall at all times allow access to abutting property along the job. It is not intended that this shall permit access to the property during the actual processes of construction, however, the Contractor shall provide for temporary crossings and crossovers over the work partially completed prior to final completion of the construction. No roadway surface shall be opened to traffic prior to authorization by the Engineer.

3.04 CONCRETE PAVEMENT REMOVAL

A. Caution shall be exercised during pavement breaking operations, and the use of a crane and ball type pavement breaker will not be permitted. Equipment used for this work shall be such as will not cause damage to adjacent buildings and underground utilities.

B. Concrete pavement removal will be paid for at the contract unit price per square yard, which shall include the removal of adjacent curb or curb and gutter, and any asphaltic concrete surfacing. No additional payment will be made for pavement removal with reinforcing.

3.05 CUTTING TREE ROOTS

A. Tree roots larger than two (2) inches in diameter shall not be cut beyond a point three (3) inches in back of the proposed curb line, and no tree roots shall be cut beyond a point twelve (12) inches in back of the proposed curb line. The above limits may be exceeded only with specific authorization by the City Parks and Recreation Department.

3.06 EXCAVATION

A. All earth and other material shall be excavated for the full depth and width of the cross section, as given on the plans.

B. Trees and stumps to be removed will be removed by the City at no cost to the Contractor. Removing and disposing of shrubs, brush and trees or stumps less than four (4) inches in diameter shall be considered as incidental to the work of excavation.

C. The Contractor shall rough grade as close as possible to finished subgrade, leaving a minimum to be removed in fine grading.

D. Excavation material shall be disposed of by the Contractor in the following order of preference:

1. Along the site of the work to fill requirements of the work.
2. At the Contractor's own dump sites.

E. Excavation will be determined by the average end area method of all material included above the base between backs of curbs, or edges of pavement where no curb is constructed. Excavation and fill required from curb to property line will be classed as grading. Concrete pavement removal and other items included in separate pay items will be deducted from excavation. Asphalt removal will be considered part of excavation.

F. Excavation for manholes, catch basins, inlets and gate wells shall be included in the price bid for these items.

G. All excavated material stored along the line of work between curb and sidewalk on improved lawns shall not be left longer than forty-eight (48) hours. Said lawns or otherwise improved parkway shall be left in a neat and clean state within the specified forty-eight (48) hours.

H. Excavated material removed in fine grading or any other operations shall be removed from any completed pavement slab, before any slab is opened for traffic whatsoever, including Contractor's equipment.

3.07 PREPARATION OF SUBGRADE

A. The subgrade shall be smoothed, trimmed and compacted in the required line, grade and cross section to receive the pavement. The roadbed shall be compacted to at least ninety-five (95) percent of the maximum unit weight. The subgrade thus formed shall be maintained in a smooth and compacted condition until pavement has been placed. Should the subgrade between the forms become rutted or disturbed in any manner, the subgrade shall be reshaped and compacted as specified herein.

B. Compaction shall be accomplished by self-propelled steel wheeled or a pneumatic-tired roller weighing not less than five (5) tons or a self-propelled vibratory compactor of adequate size to compact the subgrade to the required density.

C. No concrete shall be placed on the subgrade until the subgrade has been approved by the Engineer.

D. The cost for preparation of subgrade will be paid for under the items "Earth Excavation" or "Station Grading", as noted in the Proposal, and not as a separate pay item.

E. The roadbed and adjacent grade shall be maintained in such condition that the work will be well drained at all times. If it is necessary, in the prosecution of the work, to interrupt existing surface drainage, sewers or underdrainage, then temporary drainage facilities shall be provided until the permanent drainage work is completed. The construction of all temporary drainage facilities shall be considered as incidental to the construction of the project.

F. The Contractor shall perform a proof roll on the subgrade, to be witnessed by the Engineer to determine if there are areas that are unstable or need additional compaction. Proof rolling of subgrade shall be performed with a pneumatic-tired rolling equipment, developing a load of thirty (30) to fifty (50) tons. In a systematic manner acceptable to the Engineer, the equipment shall perform a minimum of three (3) passes over the designated areas(s). When proof rolling of the subgrade shows an area to be unstable as determined by the Engineer, the unstable material shall be removed and replaced to the limits designated by the Engineer.

3.08 INSTALLING ROADWAY BASE

A. Aggregate base shall be placed on streets, roadways, shoulders and driveways at the thickness shown on the drawings in not more than six (6) layers. Such surface shall be compacted to 95% density and shall meet lines and grades established on the drawings or meeting existing pavements.

B. The aggregate base shall not be placed if the subgrade is saturated.

3.09 ADJUSTING CASTINGS

A. Existing manholes, water valve gate wells, catch basins and other like surface structures shall be raised, lowered, shifted in alignment or reconstructed if necessary to fit the proposed line or grade. This work will be paid for at the unit price as bid in the proposal. If there are no work items listed in the proposal for this work, it shall be considered incidental to the other work of the project.

3.10 FORMS

A. Forms shall be of metal, of any approved section which will insure their rigidity under the impact, thrust and weight of the heaviest machine carried on them.

B. Forms shall have a minimum length of ten (10) feet, and shall have a depth not less than the edge thickness of the work prescribed. Forms with a height of eight (8) inches or more shall have a base width of at least eight (8) inches. Other forms shall have a minimum base width of six (6) inches. The forms shall be straight, free from distortion and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge.

C. Flexible forms and hand finishing will be required on all pavement where the edge of pavement radius is less than two hundred (200) feet.

D. When tree roots may not be cut enough to allow room to use forms as specified above, wood forms (planks) may be used.

E. The method of connections between form sections shall be such that a locked joint is formed free from vertical movement in excess of one-eighth (1/8) of an inch and horizontal movement in excess of one-quarter (1/4) 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. Forms shall be set at least three hundred (300) feet in advance of the paver, in order to allow ample time for inspection and checking prior to the placing of concrete.

3.11 POURING CONCRETE

A. The roadway base and subgrade shall be in a moist condition, but not saturated, at the time concrete is placed.

B. Concrete shall be handled from the mixer to the place of deposit as rapidly as possible, and by methods which will prevent separation of the ingredients. The concrete shall be deposited directly into the forms as nearly as possible in its final position, so as to avoid re-handling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.

C. Before beginning a run of concrete, all hardened concrete or foreign material shall be completely removed from the inner surface of the mixer and conveying equipment. Before depositing any concrete, all debris or other foreign matter shall be removed from the space to be occupied by the concrete; all reinforcing steel shall be secured in its proper locations and shall be inspected and approved by the Engineer.

D. Concrete shall be worked into all the recesses and corners of the forms and closely compacted around the reinforcing steel by means of thorough spading or an approved method of mechanical vibration.

E. When the air temperature falls to 40°F and is dropping, no concrete shall be placed. Pouring may be started when the temperature is 35°F in the shade, away from artificial heat, and is rising. All concrete during curing shall be protected in freezing weather by straw, hay or tarpaulins, for not less than seventy-two (72) hours after pouring.

F. No concrete shall be poured on a frozen, dry, saturated, or uncompacted subgrade.

3.12 PAVEMENT CONSTRUCTION

A. Concrete shall be placed only on subgrade prepared as previously specified. After the concrete has been deposited, it shall be struck off and consolidated by an approved finishing machine to such an elevation that when all finishing operations are completed, the surface will conform to the required finished grade. While striking off, a uniform ridge of concrete at least two (2) inches above the finished pavement grade shall be maintained ahead of the screed for its entire length. In consolidating, the finishing machine shall operate over each section of the pavement at least twice. Only sufficient mortar shall be worked to the surface to provide for a dense smooth finish. Excessive operation of the machine over a given area will not be permitted. Segregated particles of coarse aggregate, which may collect in front of the screed, shall be thoroughly mixed by hand with the mass of concrete already on the subgrade.

B. The concrete shall then be floated by means of a hand operated wood float not less than five (5) feet long.

C. As soon as the above operations are completed, all laitance, surplus water and inert materials shall be worked entirely off the pavement, and the surface made smooth by scraping or dragging with a rigid straightedge ten (10) feet in length.

D. The straightedge shall be placed at the center of the slab, with the blade parallel to the centerline, and pulled slowly and uniformly to the edge. This operation shall be repeated until the surface of the concrete is free from irregularities and makes contact at all points with the bottom of the straightedge. The straightedge shall then be moved forward one-half (1/2) its length and the operations repeated.

E. Depressions found in the surface shall be filled with fresh concrete and consolidated by floating with long handled float not less than five (5) feet in length. This float may also be used to smooth sections of the surface that may have become rough or torn by scraping the straightedge. Where a wood float does not give satisfactory surface, the Contractor will be required to provide metal or metal-shod long handled floats.

F. The surface will then be tested for smoothness with the straightedge. During this operation, the contact of the straightedge with the concrete shall be uniform over the entire length tested. At the time of testing, the surface shall be free from soft mortar or excessive water.

G. As soon as all excessive moisture has disappeared, and while it is still possible to produce a uniform surface of gritty texture, the pavement shall be finished by dragging a seamless strip of damp burlap or cotton fabric, not less than five (5) feet, nor more than six (6) feet in width, over the full width of the pavement. The fabric shall be renewed as often as necessary, to obtain the required texture.

H. Transverse connection joints shall be raised one-eighth (1/8) inch above the slab and finished with a notched wood float, not less than five (5) feet long, to eliminate high or low spots following burlapping. The edge next to all expansion and construction joints shall be rounded with a finishing tool having a radius of one-quarter (1/4) inch.

I. The finishing of the surface and any joints shall be done from a bridge which does not touch the concrete at any point. The finished concrete shall be free from porous or open spots; no portion of the surface shall vary more than one-quarter (1/4) inch below a straightedge ten (10) feet in length laid on the pavement parallel to the centerline of the street.

J. Immediately following final finishing operations, the gutter line shall be water tested to assure uniform grade and complete drainage.

K. Should any unevenness appear in the surface of the pavement more than allowed by the Specifications, the Contractor shall at once take measures to eliminate such unevenness. After the concrete has obtained its initial set, no depressions shall be fixed by filling with concrete. In case the unevenness covers a large area of the slab, then the entire slab shall be removed and replaced with new concrete.

L. Any laitance deposited on pavement shall be immediately cleaned off.

M. The paving mixer will not be permitted on completed pavement and vehicles will be permitted only after the concrete has obtained a compressive strength of 3,500 psi. Any equipment wheels (including finishing machine) shall operate at least one (1) foot from the edge of the pavement.

3.13 JOINTS

A. Pre-molded bituminous expansion joints, construction joints, pre-molded bituminous contraction joints and sawed longitudinal contraction joints shall be placed in all pavements. All of the above mentioned joints shall be included in the price bid per square yard of pavement. Care must be exercised in joint construction, to insure vertical planes and complete separation at the joint.

B. Expansion Joints - Expansion joints shall be one (1) inch thick and of the pre-molded non-extruding bituminous fiber filler type. Joints shall be perpendicular to the subgrade and extend entirely through the concrete to between one-quarter (1/4) inch and one-half (1/2) inch below the top of the pavement. Expansion joint material shall bear uniformly on subgrade. After the concrete has set, and before the pavement has been opened to traffic, the joint shall be thoroughly cleaned and filled to the surface of the pavement with a hot poured rubber-asphalt type joint sealer.

C. Contraction Joints - Transverse contraction joints shall be made of pre-molded bituminous material one-quarter (1/4) inch thick. Contraction joints shall be edged at the curb. Contraction joints shall be properly aligned and shall butt against adjacent sections, with no space between ends.

D. All the longitudinal contraction joints shall be cut with a self-propelled concrete saw to a width and depth as shown on the plans, prior to any traffic being permitted on the new pavement. Sawed joints shall be cleaned by washing and blowing out with air immediately after sawing, and permitted to dry out at least twenty-four (24) hours prior to sealing. Joints shall be sealed with a hot poured rubber asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.

E. If the Contractor elects to construct a full width pavement with a center longitudinal contraction joint, said joint shall be cut in more than twelve (12) hours, and no more than thirty (30) hours after the pouring and finishing of that part of the pavement.

F. Construction Joints - Longitudinal construction joints shall be placed as shown on plans. Construction joints shall also be placed at the ends of all pours, and at places where paving operations are stopped for a period of more than one-half (1/2) hour, except where such pours end at expansion joints. The second pour of concrete shall be edged with a longer lipped edging tool than the first concrete pour. Joints shall be sealed with a hot poured rubber-asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.

3.14 REMOVAL OF FORMS

A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed and in such a manner that no damage will be done to the edge of the pavement.

B. After the forms have been removed, the ends of all joints shall be cleaned and all honeycombed areas pointed.

C. The sides of the pavement shall be covered with curing material, or with at least twelve (12) inches of wetted earth, wetted straw or other suitable curing agent, except where honeycombed areas are to be pointed. Such areas shall be covered with wetted burlap until the pointing has been completed, at which time they shall be cured as specified above.

3.15 WHITE MEMBRANOUS CURING

A. After finishing operations have been complete, and immediately after the free water has left the surface, the surface of the pour shall be completely coated and sealed with a uniform layer of white membranous curing compound.

B. The compound shall be applied in continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than two (2) gallons per twenty-five (25) square yards of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.

C. If rain falls on the newly coated pavement before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

3.16 CLEAN-UP AND GRADING

A. The Contractor shall perform final grading the area between the edge of the new pavement and the sidewalk, or the property line if there is no sidewalk. This area shall be graded to drain to the curb.

B. Wherever lawn areas are unnecessarily damaged by the Contractor, he will be required to repair any such areas at his own expense.

3.17 GRADING AT INTERSECTIONS

A. The Contractor shall grade from the completed paving at a grade not exceeding one (1) inch in twenty (20) inches at all places where the paving adjoins the roadways. At existing roadways, the re-graded area shall be finished with the same type of material as removed. At places where paving adjoins gravel or gravel treated roadways, the regarded area shall be finished with a road gravel at a minimum thickness of six (6) inches compacted. However, the Contractor will not be required to replace any oil treatment or seal coat.

B. There will be no additional payment for this work, and the cost of such should be included in the price bid for the concrete pavement.

3.18 CURB, CURB AND GUTTER

A. Joints in integral curb shall line up with, and be the same type as, those in the concrete pavement.

B. Joints in separate straight curb and in curb and gutter shall line up with, and be the same type as, those in adjacent concrete pavement, but spacing shall in no case exceed ten (10) feet. The Contractor shall use face forms on all straight curbs.

C. The face and top of the curb shall be finished smooth and true to line, grade and cross section. No more troweling than necessary shall be done. Prior to the initial set of the concrete, the curb face shall be lightly brushed to give a slightly roughened surface. The curb shall be dropped to within (1) inch of the gutter at integral curb shall proceed simultaneously and follow immediately the placing of pavement concrete.

D. Form excavations on the street side of curb and gutter sections shall be backfilled with road gravel and thoroughly compacted.

3.19 DRIVES

A. The Contractor shall remove and replace, or construct gravel, asphalt or concrete drives adjacent to new construction where designated by the Engineer.

B. Drives shall be constructed on a uniform slope from the gutter to the sidewalk, property line or place designated by the Engineer.

C. Gravel Drives - The existing material shall be excavated and road gravel placed at a minimum thickness of six (6) inches compacted.

D. Asphalt Drives - The existing material shall be excavated, and a minimum thickness of one and one half (1 1/2) inches of hot mix asphalt pavement placed on a road gravel base, with a minimum compacted thickness of five (5) inches. A neat joint shall be cut when meeting existing asphaltic concrete.

E. Concrete Drives - Concrete drives shall be six (6) inches thick, unless otherwise designated. A portion of an existing concrete drive to be removed shall be removed to an existing joint, or to a joint made with a concrete saw. Concrete drives shall be constructed in accordance with the procedures and specifications for Cement Concrete Pavement.

F. Payment will be made at the contract unit price per square yard, and for the designated thickness, which will be payment-in-full for excavating material other than concrete, and for constructing the drive complete.

G. Payment for concrete removal will be made at the contract unit price per square yard. Payment for saw cutting will be made at the contract unit price per lineal foot.

3.20 CONCRETE HEADERS

A. Concrete end headers (City of Birmingham Standard Paving Det. #10) shall be placed at the end of all pavements, including street returns not connecting with concrete or asphaltic concrete pavements.

B. Payment will be made at the contract unit price per square yard for the adjoining concrete pavement.

3.21 SAW CUTTING

A. Payment for saw cutting will be made at the contract unit price per lineal foot for saw cutting designated on the plans, or designated by the Engineer.

B. No additional payment will be made for saw cutting pavement joints or for saw cutting done for the Contractor's convenience.

3.22 DAMAGE BY CONSTRUCTION

A. Sidewalks, driveways, etc., unnecessarily damaged by construction operations shall be repaired or replaced as directed by the Engineer, at no additional cost to the City.

3.23 MEASUREMENT AND PAYMENT

A. Concrete pavement will be paid for at the contract unit price per square yard, which will be payment in full for furnishing all materials (not including pavement reinforcement), dowels, tie bars, joint dowel hook bolts, and all joint materials; laying, curing and protecting the concrete; constructing the pavement complete; grading at intersections; and maintaining traffic.

B. Payment for integral curb will be included in the contract unit price per square yard for concrete pavement with integral curb.

END OF SECTION

SECTION 711
PORTLAND CEMENT CONCRETE DURABILITY REQUIREMENTS

PART 1. GENERAL

1.03 SUMMARY

B. All Portland cement concrete mixtures supplied by the Contractor for this project shall have been tested under this specification and shown to be resistant to excessive expansion caused by alkali-silica reactivity (ASR) and provides adequate air entrainment for freeze thaw durability. The contractor shall construct the project with practices outlined in this specification.

C. All labor, materials, equipment, supervision and incidentals required for complying with the requirements of this section shall be incidental to the other work of this project.

1.04 REFERENCES

B. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.05 SUBMITTALS

B. Contractor shall submit proposed mix design for all Portland cement concrete mixtures to be supplied on this project.

C. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.03 PORTLAND CEMENT CONCRETE MIXTURE COMPONENTS

A.	Portland cement	ASTM C-150
B.	Fine Aggregate	ASTM C-33
C.	Coarse Aggregate	ASTM C-33
D.	Fly Ash, Class F	ASTM C-618
E.	Slag Cement, Grade 100, 120	ASTM C-689
F.	Silica Fume	ASTM C-1240
G.	Blended Cements	ASTMC-595
H.	Air Entraining Admixtures	ASTM C-260
I.	Chemical Admixtures	ASTM C-494
J.	White Membrane Cure	ASTM C-309 Type 2

PART 3. EXECUTION

3.03 ALKALI-SILICA REACTIVITY

A. Provide documentation to the Engineer that the concrete mixture does not present the potential for deleterious expansion caused by alkali-silica reactivity (ASR). Provide current ASR test results (valid for 2 years from completion of testing), for the fine aggregate that is proposed to be used in the concrete, from an independent testing laboratory proficient in ASR testing. The independent

testing laboratory must certify in writing, including a signed statement that all testing was conducted in accordance with the designated standard test procedures, described herein. Test results must conform to the specified criterion for one of the following standard test methods. ASR testing is not required for concrete pavement repairs and temporary concrete pavements. Use the Rounding Method described in ASTM E 29 when determining significant digits for reporting expansion test results.

1. Method 1. ASTM C 1293. Concrete Prism Test. If the expansion of concrete prisms is not greater than 0.040 percent (rounded to the nearest 0.001 percent) after 1 year, the fine aggregate is considered non-deleterious to ASR and may be used in the JMF.

2. Method 2. ASTM C 1567. Mortar Bar Test. If no previous test data are available for the fine aggregate that shows it is resistant to ASR using Method 1, above, replace 25 to 40 percent of the Portland cement in the concrete mixture with a supplementary cementitious material. A blended cement meeting the requirements of ASTM C 595 containing the above Portland cement and supplementary cementitious material proportions may also be used.

   Demonstrate the ability of the supplementary cementitious material to control the deleterious expansion caused by ASR by molding and testing mortar bars according to the standard test method described in ASTM C 1567 using the mix proportions and constituent sources for both the aggregates and the cementitious materials that will be used for the project. Make at least three test specimens for each cementitious materials-aggregate combination. If the average of three mortar bars for a given cementitious materials-aggregate combination produces an expansion less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the JMF associated with that combination will be considered non-deleterious to ASR. If the average expansion is 0.10 percent (rounded to the nearest 0.01 percent) or greater, the JMF associated with that combination will be considered not sufficient to control the deleterious expansion caused by ASR and the JMF will be rejected.

3. Method 3. ASTM C 1260. Mortar Bar Test. If the expansion of the mortarbars is less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the fine aggregate is considered non-deleterious to ASR and may beused in the concrete without the need for ASR mitigation. The Engineer will not approve the use of the JMF if the expansion exceeds the respective threshold limits for the respective ASTM test method used.

3.04 QUALITY CONTROL

A. The Owner and Contractor shall monitor the concrete that is delivered to the project site so as to insure that the approved mix design is being followed. The supplier shall include on the delivery ticket for each batch of concrete delivered to the job, the identification and proportions of each material batched. In lieu of individual batch tickets a detailed summary report showing the batch weights for each load may be submitted, at the end of each production shift, provided that individual ticket information is supplied upon request for inspection and testing personnel.

B. When concrete is placed during cold weather, below 40 degrees F, the use of accelerators, heated aggregates, silica fume and/or additional forms of cold weather protection will be required. Cold weather will not eliminate the requirement for furnishing and placing a concrete mix that is considered resistant to ASR attack.

C. Prior to cool weather placement, temperatures between 40 and 60 degrees F, the set time of the proposed mix shall be verified under anticipated field conditions. This information shall be used when scheduling pours and saw crews.

3.05 AIR ENTRAINMENT

A. Air entrainment shall be accomplished by addition of an approved air entraining agent. Air content as determined by ASTM C 231 or ASTM C 173, shall be determined on each day of production as early and as frequently as necessary until the air content is consistently acceptable. Acceptance testing for air content shall be on the grade ahead of the placement operation.

B. Paver placement:

1. The target air content of the in-place finished plastic concrete is 6.0%. During production acceptance will be at the point of acceptance sampled ahead of the paver, the target value referred to as the Acceptance Air Content (AAC). The AAC will be determined by the air loss actually experienced during transportation, consolidation and placement of the concrete. The difference between the as-produced concrete in front of the paver and the in-place air content will be considered the air loss. The AAC for the project will be 6.0% plus an amount equal to the air loss.

2. To establish the initial target AAC on the first day of paving, the first load shall be tested at the plant. For up to the first ten (10) loads, the AAC measured prior to placement shall be at least 8.0% and no more than 12.0%. After initial testing at the plant at least two sample sets shall be tested to determine the actual air loss during placement. A set shall consist of two (2) samples of concrete from the same batch, one taken at the point of discharge and the other from the in-place concrete behind the paver. The air loss from the two (2) sets shall be averaged and added to 6.0% to establish the AAC (rounded to the next higher 0.5%). The project acceptance air tests shall be taken prior to placement and shall be within the range of the AAC plus 2.0% or minus 1.0%.

3. After the AAC has been established it shall be verified and/or adjusted through daily checks of the air loss through the paver. The loss through the paver shall be checked twice daily. A Revised AAC shall be established if the average air loss from two (2) consecutive tests deviates by more than 0.5% from the current accepted air loss.

C. Hand placed concrete:

1. The air content for non-slip form paving shall be 7.0% plus 1.5% or minus 1.0% at point of placement.

3.06 CONSTRUCTION PROCESSES

A. Aggregate control

1. Gradation control – The Contractor shall provide a detailed stockpile management plan, describing their process control procedure for shipping, handling, and stockpiling of each aggregate including workforce training.

2. Moisture control – All aggregate materials must be conditioned to a moisture content of not less than saturated surface dry (SSD) prior to batching. A watering process using some type of sprinkler system is required on all coarse aggregate material stockpiles.

B. Mixing

1. Central mix plants

a. The total volume of the batch shall not exceed the designated size of the mixer or the rated capacity as shown on the manufacturer's rating plate.

b. Drum Mix Plants:

i. After all solid materials are assembled in the mixer drum; the mixing time shall be a minimum of sixty (60) seconds and a maximum of five (5) minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall start after the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. Any additional slump water required shall be added to the mixing chamber by the end of the first 25% of the specified mixing time. Mixers shall not be used if the drum is not clean or if the mixing blades are damaged or badly worn.

c. Ribbon mixers:

i. After all solid materials are assembled in the mixer; the mixing time shall be a minimum of thirty (30) seconds and a maximum of 2.5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall be indicated by an accurate timing device which is automatically started when the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. After any additional slump water is added to the mixing chamber the mixing shall continue for a minimum of ten (10) seconds. Mixers shall not be used if the mixer is not clean or if the mixing blades are damaged or badly worn.

2. Truck mixers

a. The capacities and mixing capabilities shall be as defined in ASTM C 94, and each unit shall have an attached plate containing the information described therein. The plate may be issued by the Truck Mixer Manufacturer. The mixer capacity shall not be exceeded, and the mixing speeds shall be within the designated limits. Truck mixers shall be equipped with a reliable reset revolution counter. If truck mixers are used for mixing while in transit, the revolution counter shall register the number of revolutions at mixing speed.

b. An authorized representative of the concrete producer shall certify that the interior of the mixer drum is clean and reasonably free of hardened concrete, that the fins or paddles are not broken or worn excessively, that the other parts are in proper working order, and that the unit has been checked by the representative within the previous thirty (30) calendar day period to substantiate this certification. The current, signed certification shall be with the unit at all times.

c. The required mixing shall be between seventy (70) and ninety (90) revolutions. The mixing shall be at the rate designated by the manufacturer and shall produce uniform, thoroughly mixed concrete.

d. The Engineer may inspect mixer units at any time to assure compliance with certification requirements, and removal of inspection ports may be required. Should the Engineer question the quality of mixing, the Engineer may check the slump

variation within the batch. Should the slump variation between two (2) samples taken, one (1) after approximately 20% discharge and one (1) after approximately 90% discharge of the batch, show a variation greater than 3/4 inch (20 mm) or 25% of the average of the two, whichever is greater, the Engineer may require the mixing to be increased, the batch size reduced, the charging procedure be modified or the unit removed from the work.

e. The practice of adding water on the site shall be discouraged. After the first round of trucks has been adjusted on the grade the amount of water added at the plant shall be adjusted and shall become the point of adjustment throughout the pour. All water additions on site shall be approved by the Engineer.

C. Curing

1. Apply liquid curing compound in a fine atomized spray to form a continuous, uniform film on the horizontal surface, vertical edges, curbs and back of curbs immediately after the surface moisture has disappeared, but no later than thirty (30) minutes after concrete placement. With approval of the Engineer, the timing of cure application may be adjusted due to varying weather conditions and concrete mix properties.
2. The cure system shall be on site and tested prior to concrete placement.
3. Apply a curing compound at a rate of application not less than two (2) gallons per twenty-five (25) square yard; keep the material thoroughly mixed per the manufactures recommendation and do not dilute the compound.
4. The finished product shall appear as a uniformly painted solid white surface. Areas exhibiting a blotchy or spotty appearance shall be recoated immediately.

END OF SECTION

SECTION 712
CONCRETE SIDEWALK CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the construction of concrete sidewalks and ramps, and associated work, including detectable warning plates for sidewalk ramps as required for compliance with the American with Disabilities Act.

B. Related Sections: The following sections contain requirements that relate to this Section:

1. Concrete Durability Requirements

1.02 REFERENCES

A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

B. All sidewalk and ramp shall meet ADA requirements for slope, surface finish, width, and all other requirements.

1.03 SUBMITTALS

A. Contractor shall submit proposed mix design for all concrete to be supplied for sidewalk construction.

B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 CONCRETE

A. The concrete mixture shall be meet the requirement of MDOT Mixture P1, with 6AA coarse aggregate, Type 1A Portland Cement, and 6.0 sacks (564 lbs.) of cement per cubic yard.

B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR).

C. Admixtures shall be used only when specified or authorized by the Engineer.

D. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed on the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.

E. Water shall not be added to the concrete at any time without specific permission by the Engineer.

2.02 TRUNCATED DOMES / DETECTABLE WARNING

A. Truncated Domes / Detectable Warning shall be manufactured of cast iron, and shall at a minimum have the following properties:

Slip Resistance (ASTM C-1028):	1.10 Dry / 1.06 Wet
Wear Resistance (ASTM C-501):	7333
Impact Resistance (ASTM D-1709)	>238 Newtons
Adhesion to Concrete (Bond Strength ASTM D-482)	>5,000 lbs
Tensile Strength (ASTM A-48)	35,000 PSI

B. Truncated Domes / Detectable Warning shall be supplied with a natural finish. Black asphalt dip finish is acceptable as well, as long as all of the detectable warning plates at each intersection (all corners) that are constructed as a part of the work have the same finish.

C. Truncated Domes / Detectable Warning shall be supplied at each sidewalk ramp in accordance with ADAAG and/or MDOT requirements, whichever is more stringent.

D. Truncated Domes / Detectable Warning shall be at least two (2) feet deep along the direction of travel. The detectable warning plate width shall generally be five (5) feet, unless otherwise specified on the drawings or in the field by the Engineer. Radial plates may be used where called for on the drawings, or in the field by the Engineer.

E. Truncated Domes / Detectable Warning shall be manufactured by East Jordan Iron Works, or approved equal.

2.03 FORMS

A. Forms shall be of metal or wood, and of an approved section. Materials, other than metal or wood shall not be used for forms, unless specifically authorized by the Engineer.

B. Forms shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge, and shall show no lateral variations greater than one-quarter (1/4) of an inch from the true plane surface on the vertical face of the form when tested with a ten (10) foot straight edge.

PART 3. CONSTRUCTION

3.01 EXAMINATION

A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 PREPARATION

A. If removal and replacement of the existing sidewalk is specified in the work item, the Contractor shall remove the existing sidewalk to the extent shown on the plans, or as directed by the Engineer in the field.

B. During removals and construction, Contractor shall protect all adjacent sidewalks, pavement, curb and gutter, and drive approaches from damage. Any adjacent infrastructure that is damaged by the Contractor during construction shall be replaced by the Contractor at no additional cost to the City.

C. The subgrade shall be formed by trenching or filling to the required elevation for bottom of concrete, or to bottom of subbase, if a subbase is specified. All sod and vegetative matter shall be stripped from the subgrade.

D. The subgrade after grading shall be thoroughly tamped or otherwise compacted, to insure its stability. Any soft, spongy or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill.

E. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills, the subgrade shall be made at least one (1) foot wider on each side than the required width of sidewalk.

F. All fills shall be of granular material, and shall be placed in thoroughly compacted layers not to exceed six (6) inches in depth. Compaction shall be accomplished by the use of mechanical equipment or hand tamps with metal bases.

G. Existing sidewalks or paved areas under proposed sidewalks shall be removed, except where grade will allow at least two (2) inches of granular fill to be placed over them.

3.03 SIDEWALK THICKNESS

A. Unless otherwise noted on the drawings, sidewalks shall be at least four (4) inches thick, except at ramps and across driveways, where they shall be at least six (6) inches thick.

3.04 DISPOSAL OF WALK AND EXCAVATED MATERIALS

A. The old walk, after removal, and excavated materials shall be disposed of by the Contractor at his own expense. He shall provide his own dump. When directed by the Engineer, the Contractor shall leave removed sod in an area adjacent to the construction. The Contractor will not be held responsible for the sod after that time or responsible for the condition of the area under which the sod was placed.

3.05 PREPARATION OF SUBGRADE

A. The subgrade shall be formed by trenching or filling to the required elevation for bottom of concrete, or to bottom of subbase, if a subbase is specified. All sod and vegetative matter shall be stripped from the subgrade.

B. The subgrade after grading shall be thoroughly tamped or otherwise compacted, to insure its stability. Any soft, spongy or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill.

C. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills, the subgrade shall be made at least one (1) foot wider on each side than the required width of sidewalk.

D. All fills shall be of granular material, and shall be placed in thoroughly compacted layers not to exceed six (6) inches in depth. Compaction shall be accomplished by the use of mechanical equipment or hand tamps with metal bases.

E. Existing sidewalks or paved areas under proposed sidewalks shall be removed, except where grade will allow at least two (2) inches of granular fill to be placed over them.

3.06 PROTECTION OF TREES

A. Where a tree is less than twenty-four (24) inches from the existing walk, or at the Engineer's discretion, the Contractor may be required to curve the walk around the tree, maintaining the full width of the walk through the curve. The Contractor shall cut and remove all tree roots that are in the sidewalk grade. Merely shaving the roots in order to place the sidewalk at proper grade and thickness will not be acceptable. The cost of the work of cutting and removing the roots and curving the walk around the trees shall be included in the unit price bid. The City may elect to cut and remove certain tree roots with their own forces, but the Contractor shall submit his bid based on performing all of the necessary root cutting and removal.

3.07 BARRICADES AND LIGHTS

A. Barricades and lights shall be placed in accordance with the "Public Safety" section of the "General Requirements" section of these specifications. In addition, the following requirements shall be met.

B. Barricades used under this contract shall be "horses" or other barricades approved by the Engineer. Barricades made of rope, wood siding and other similar types will not normally be approved by the Engineer.

C. Barricades shall be placed where sidewalks under construction join sidewalks or driveways which are open for use.

D. Lights shall be placed at the beginning and end of construction in each block. Where such lights are more than five hundred (500) feet apart, intermediate lights shall be placed so that the distance between any light does not exceed five hundred (500) feet.

3.08 FORMS

A. Forms shall be of metal or wood, and of an approved section. Materials, other than metal or wood shall not be used for forms, unless specifically authorized by the Engineer.

B. Forms shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge, and shall show no lateral variations greater than one-quarter (1/4) of an inch from the true plane surface on the vertical face of the form when tested with a ten (10) foot straight edge.

3.09 FORMING

A. Forms must be used for all edges of all sidewalk construction. Where proposed walk abuts existing concrete, and the edge of the existing concrete is true to line and grade, the existing concrete, with or without expansion paper, will be considered a form for the new sidewalk.

B. Forms shall be installed true to line and grade established by the Engineer. They shall be adequately staked and braced to remain on line and grade during the placement of concrete.

C. Walk shall pitch to the center of the street at the rate of one-quarter (1/4) inch per foot of width, unless otherwise provided. Forms shall be of the full depth specified for the walk.

D. Before placing concrete, forms shall be thoroughly cleaned and oiled.

3.10 PLACING AND FINISHING CONCRETE

A. Before beginning a run of concrete, all hardened concrete or foreign material shall be completely removed from the inner surface of the mixer and conveying equipment. Before depositing any concrete, all debris or other foreign matter shall be removed from the space to be occupied by the concrete.

B. The subgrade shall be thoroughly wetted and the concrete shall be deposited thereon to the proper depth. So called "two course" pouring will not be permitted. Concrete shall be handled from the mixer to the place of deposit as rapidly as possible and by methods which will prevent separation of the ingredients. The concrete shall be deposited directly into the forms as nearly as possible in its final position, so as to avoid re-handling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.

C. Concrete shall be worked into all the recesses and corners of the forms by means of thorough spading of an approved method or mechanical vibration.

D. When the air temperature falls to 40°F and is dropping, no concrete shall be placed. Pouring may be started when the temperature is 35°F in the shade, away from artificial heat, and is rising. All concrete during curing shall be protected from freezing by straw, hay or tarpaulins, for not less than seventy-two (72) hours after pouring.

E. No concrete shall be poured on a frozen, dry or uncompacted subgrade.

F. The concrete shall be alternately tamped and struck off with a strike board until all voids are removed and the surface has the required grade and cross section. The strike board shall be long enough so it can always be in contact with both forms. The surface shall be floated with a wood or aluminum float, followed by a steel float, just enough to produce a smooth surface free from irregularities. All edges and joints shall be rounded to a radius of one-quarter (1/4) inch with an approved finishing tool. The surface shall then be brushed to slightly roughen the surface and remove the finishing tool marks.

G. The end of a run of concrete shall not remain unformed for more than one-half (1/2) hour, by which time a header form shall be placed. If a header is not placed, the concrete shall be removed back to the last transverse joint prior to continuing the pour. Headers, when used, shall not vary more than six (6) inches in location from the normal transverse joint location.

3.11 JOINTS

A. Joints shall be constructed true to line, with their faces perpendicular to the surface of the sidewalk, and shall not vary more than one-quarter (1/4) inch from their designated position. Transverse joints shall be constructed at right angles to the centerline of the sidewalk, and longitudinal joints shall be constructed parallel to the centerline, unless otherwise required.

B. When the sidewalk is constructed in partial width slabs, transverse joints in the succeeding slab shall be placed in line with like joints in the adjacent slab. In the case of widening existing sidewalks, transverse joints shall be placed in line with like joints in the existing sidewalk.

C. The concrete at the faces of all joints shall be thoroughly spaded and compacted to fill all voids, and the surface shall be finished smooth and true to grade.

D. Expansion Joints - Expansion joints shall be of the pre-moulded non-extruding bituminous fiber filler type.

E. In new sidewalk, one-half (1/2) inch thick expansion joints shall be placed at intervals of not more than fifty (50) feet. In repairing existing sidewalk, at least one and one-half (1 1/2) inch expansion joints shall be used in the repair, unless existing expansion joints are less than thirty (30) feet on either side of the repair.

F. One-half (1/2) inch thick expansion joints shall also be placed at junctions with sidewalks, drives, buildings and other rigid structures. Three-quarter (3/4) inch thick by five (5) inch expansion joints shall be placed at all curb junctions and also between sidewalk and abutting parallel curb or gutter.

G. Contraction Joints - Insofar as feasible, joints shall be spaced at intervals equal to the width of the walk and with maximum transverse and longitudinal intervals of ten (10) feet. Joints shall be produced by use of slab division forms extending the full width and one-half (1/2) the depth of the walk. The joints shall be of not less than one-eighth (1/8) inch, nor more than one-quarter (1/4) inch in width, and shall be finished smooth and true to line.

H. Slab division forms shall remain in the concrete a sufficient length of time to insure permanent separation of the concrete.

3.12 WHITE MEMBRANOUS CURING

A. After finishing operations have been completed, and immediately after the free water has left the surface, the surface of the sidewalk shall be completely coated and sealed with a uniform layer of white membranous curing compound.

B. The compound shall be applied in a continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than one (1) gallon per two hundred (200) square feet of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.

C. If the compound is too thick for satisfactory application during cold weather, the material may be warmed in a water bath at temperatures not over 100°F. Thinning with solvents will not be permitted.

D. If rain falls on the newly coated sidewalk before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

3.13 SIDEWALK RAMPS

A. Sidewalk ramps shall be constructed in accordance with these Concrete Sidewalk Construction Specifications, and in accordance with MDOT Standard Detail R-28, latest edition.

B. Surface texture of ramps shall be that obtained by a coarse brooming, transverse to the slope of the ramps. The normal gutter line profile shall be maintained through the area of ramps.

C. There is no separate pay item for sidewalk ramps. The sidewalk portion of ramps will be paid for as concrete sidewalk construction. Work required at the curb for ramps will be paid for under a curb pay item, depending on the type of curb work performed.

D. Each ramp shall include a Truncated Domes / Detectable Warning installed at the back of the curb. The Truncated Domes / Detectable Warning shall generally be five (5) feet wide by two (2) feet deep. If that is not possible given the site constraints, then they shall be at least as wide as the existing adjacent sidewalk. Radial Truncated Domes / Detectable Warning plates may be required in some locations.

3.14 REMOVAL OF FORMS

A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed, and in such a manner that no damage will be done to the edge of the sidewalk.

3.15 PROTECTION OF EXISTING LAWNS

A. The Contractor shall use extreme care while replacing existing sidewalks or constructing new sidewalks in existing lawns not to damage the lawns. The Contractor shall remove a maximum of six (6) inches of sod beyond the edges of the sidewalk. He shall remove the sod after cutting it with a square nosed shovel on a parallel line to the sidewalk.

B. The Contractor shall protect existing lawns at all times during his work. Equipment or vehicles will not be permitted on established lawns. The Contractor will be held responsible for all damage to lawns more than six (6) inches away from sidewalk construction. Sod and other excavated materials shall not be placed on existing lawns. Any lawn area damaged as a result of the Contractor's operations may be repaired by the City at the Contractor's expense.

3.16 UNDERGROUND SPRINKLER SYSTEMS

A. Some of the houses in the sidewalk replacement area may have underground sprinkler systems for their lawns. The owners of these sprinkler systems have been notified that they are responsible for locating for the Contractor, all underground sprinkler equipment adjacent to any sidewalk that is to be replaced. The Contractor will be required to use caution when working around these known underground sprinkler systems, and shall repair any damage to sprinklers if, in the opinion of the Engineer, insufficient care was taken to prevent damage to the sprinkler system.

3.17 SERVICE WALKS

A. Where the grade of a new or replaced sidewalk does not meet the grade of a private service walk, the Contractor may be required to replace a portion of the service walk. The Contractor will be required to replace only that portion of the service walk that the Engineer determines is necessary to eliminate a hazard or drainage problem.

B. Payment for replacement of service walks will be made at the contract unit price for four (4) inch concrete sidewalk replacement.

3.18 CONSTRUCTION AT PAVED DRIVEWAYS

A. Sidewalk Replacement at Concrete Driveways

1. The existing sidewalk shall be removed without damaging the driveway. Expansion joints shall be replaced along each edge of the sidewalk, and the sidewalk shall be replaced using the expansion paper at the drive as forms.

B. Sidewalk Replacement at Asphalt Driveways

1. The existing sidewalk, and a maximum of four (4) inches of asphalt on each side of the sidewalk, shall be removed without damaging the rest of the drive. A neat joint shall be cut in the asphalt prior to removing the sidewalk. The sidewalk shall be formed across the driveway. Wood forms may be used in such locations. Upon completion of the sidewalk construction, the Contractor shall place road gravel in the form excavations. There will be no additional payment made for cutting the neat joints, removing asphalt and placing road gravel in the form excavations. The City shall then be responsible to have the remaining asphalt replaced by others.

2. Where an asphalt driveway is in good condition and at a suitable grade, the Engineer may direct that the sidewalk be removed and replaced without removing a portion of the driveway. In such case, the Contractor shall use caution to avoid damage to the asphalt. Also, the Contractor will not be required to set forms. The Contractor should avoid getting cement on the surface of any asphalt drive.

C. New Sidewalk at Concrete Driveways

1. The Contractor shall saw cut and remove that portion of the driveway necessary to be removed to construct the sidewalk, and necessary to be removed because of grade. The sidewalk shall be formed across the driveway, and following the removal of the forms, the remaining portion of the driveway removed shall be replaced.

D. New Sidewalk (asphalt drives)

1. The Contractor shall cut neat joints in the asphalt at locations determined by the Engineer. The Contractor shall remove the asphalt between the neat joints, shall form the sidewalk across the drive, and following the removal of the forms, shall fill the form excavations with road gravel. There will be no additional payment made for cutting the neat joints, removing the asphalt and placing road gravel in the form excavations.

3.19 CONSTRUCTION AT UNPAVED DRIVEWAYS

A. The Contractor shall backfill the form excavation across unpaved drives with the same type material as exists in the adjacent driveway.

3.20 FINAL GRADING

A. For new sidewalk construction, the Contractor shall grade to a uniform slope from the top of the walk to top of the curb, and from the walk to the property line. In the event there is no curb, grading shall be done for a distance of 10 (ten) feet towards the centerline of the street to the existing grade. If this provision should involve destroying or re-grading established lawns and parkways, the Contractor shall confer with the Engineer before starting such grading.

B. Grading and clean-up work shall be done as soon as possible following the completion of any section of sidewalk, and in no case shall more than two (2) consecutive days (excluding Sundays and holidays) elapse from the time any section of sidewalk is placed until the adjacent grading and clean-up is completed.

C. In establishing lawns, the Contractor shall place a minimum of two (2) inches of topsoil in all form excavations and on all re-graded areas. The topsoil shall be tamped and graded, and then seeded with grass seed. Clean excavated material may be used to fill under the required topsoil. Topsoil and seed used shall be of a high quality and approved by the Engineer. Topsoil shall be free of sticks, stones, clumps of clay, debris and similar materials.

D. In unimproved areas, clean excavated material may be used for grading.

3.21 PAYMENT

A. Payment will be made by unit price per square foot of walk constructed, and price bid shall include excavating; removal of existing sidewalk; granular fill (not more than four (4) inches thick); preparation of the base; forming, furnishing, placing and finishing of concrete; placing of jointing material; curing; removal of forms; and grading as specified.

B. There will be no additional payment for removing and replacing unstable subgrade.

C. No deductions in payment will be made for areas of sidewalk construction occupied by manhole castings, utility boxes, pole bases and similar objects, provided no one such object occupies more than ten (10) square feet of the new (or replaced) sidewalk. Where any one such object occupies more than ten (10) square feet of the new (or replaced) sidewalk, no payment will be made for sidewalk within that area.

END OF SECTION

SECTION 750
HOT MIX ASPHALT PAVEMENT CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the furnishing and placement of plant mixed Hot Mix Asphalt (HMA) pavements.

1.02 REFERENCES

A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

A. Contractor shall submit proposed mix design for all hot mix asphalt to be supplied on this project.

B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 HOT MIX ASPHALT PAVEMENTS

A. The hot mix asphalt pavements shall meet the requirements of the MDOT Special Provision for Marshall Hot Mix Asphalt Mixtures (03SP501(H)) for the mixes designated on the plans or elsewhere in the specifications, except as modified on the plans or in these specifications.

B. No Recycled Asphalt Pavement (RAP) materials shall be allowed in any of the HMA Mixtures to be used for the top courses of any pavement installed on this project.

C. Bond coat shall be SS-1h.

PART 3. CONSTRUCTION

3.01 EXAMINATION

A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 ASPHALTIC - BITUMINOUS

A. For purposes of these specifications, the words, "asphaltic" and "bituminous", and comparable variations of such words, will be considered to be interchangeable.

3.03 MAINTAINING TRAFFIC

A. The Contractor shall furnish, erect and maintain road construction barricades in accordance with current Michigan Manual of Uniform Traffic Control Devices.

B. The Contractor shall at all times allow access to abutting property along the job. It is not intended that this shall permit access to the property during the actual processes of construction, however, the Contractor shall provide for temporary crossings and crossovers over the work partially completed prior to final completion of the construction. No roadway surface shall be opened to traffic prior to authorization by the Engineer.

3.04 ADJUSTING CASTINGS

A. This work will consist of adjusting manhole, gate well and drainage structure castings to the elevation of the finished surface in accordance with the "Adjusting Drainage Structure Covers" section of the MDOT specifications.

B. In concrete pavements, the top of the concrete replaced around castings shall be held down two (2) inches below the elevation of the finished surface.

C. Prior to placing the top course of asphaltic concrete, the area around castings shall be filled with portland cement concrete to the elevation of the leveling course.

D. Variable adjusting castings shall not be used unless specifically authorized by the Engineer.

E. The City may elect to replace some castings. In such cases, the Contractor shall deliver the old castings and pick up new castings at the City Department of Public Services (DPS) yard on Eton Road. That work will be considered to be incidental to Adjusting Castings.

3.05 PREPARATION OF EXISTING PAVEMENT FOR ASPHALT OVERLAY

A. Repairing Concrete Curb & Slab Replacement

1. Concrete for concrete curb and slab repairs shall meet the requirements for concrete for Portland Cement Concrete Pavement Construction.

2. Repairs to existing concrete pavements shall be made in accordance with MDOT Standard Drawing R-44-F.

3. Curb repairs shall join existing curbs at existing joints, cracks (where authorized by the Engineer), or at saw cut joints where saw cutting is necessary. Unless otherwise provided for in the specifications, saw cutting shall be incidental to the other work on this project.

B. Removing Bituminous Surface For Joints

1. This work will consist of stripping joints in existing bituminous surfaces in accordance with the "Removing Bituminous Surface" section of the MDOT specifications.

C. Chipping Pavement Around Structures

1. At drainage structures not to be adjusted, the existing concrete or asphaltic pavement surface shall be cut back up to one and one-half (1 1/2) feet, as designated by the Engineer, around the casting to a depth of at least one (1) inch, completely around the structure.

D. Hand Patching

1. Hand patching shall be performed where called for in the plans and specifications, or where directed by the Engineer.

2. Areas where pavement surfaces are badly deteriorated or cracked into small sections will be repaired using this method.

3. Hand patching will include stripping, chipping, milling or otherwise removing existing surface materials from deteriorated areas in bituminous or Portland cement concrete pavements, and replacing by hand or machine methods with bituminous material approved by the Engineer.

4. Joint repairs shall be done in conformance with Detail 7 and 8 on MDOT Standard Plan R-44, latest edition, except as modified by the project plans and specifications. This work will

consist of chipping joints in the existing concrete pavement surfaces in accordance with the "Chipping Concrete Pavement for Joints" section of the MDOT specifications.

5. Following the removal of the existing material, holes to be hand patched shall be thoroughly cleaned by blowing out all loose material with an air compressor or with a power blower.
6. Hand patching will not include wedging of low areas.
7. Except as provided herein, this work shall conform to the requirements of the "Hand Patching" section of the MDOT specifications.

E. Joint Clean Out

1. Excess filler in cracks or joints, which may cause bleeding or instability in the opinion of the Engineer, shall be removed to the elevation of the pavement surface. This work is considered to be incidental to the asphalt pavement installation on the project.

3.06 BOND COAT

A. The amount of bond coat applied to existing pavement surfaces shall be 0.15 gallon per square yard, or less if directed by the Engineer.

B. The amount of bond coat applied to new HMA surfaces shall be 0.10 gallon per square yard, or less if directed by the Engineer.

C. Bond coats shall not be diluted, unless authorized by the Engineer.

D. Proper precautions shall be taken to prevent smearing bond coat on adjacent pavement surfaces, curbs, walks, castings, lawns or shrubbery. The Contractor shall remove all such bond coat smeared on the above mentioned items.

E. There is no separate pay item for bond coat, as such work is considered to be incidental to asphaltic surfacing.

F. The Contractor shall furnish tickets or other satisfactory evidence showing the quantity of bond coat used in order to verify the application rate.

3.07 PLACING BITUMINOUS MIXTURE

A. At the end of each period of work on the wearing surface, joints shall be formed by laying and rolling against boards of the thickness of the wearing surface placed at right angles to the centerline across full width of pavement, or by such means as approved by the Engineer.

3.08 MEETING DRIVEWAYS OR OTHER SURFACES

A. Where new asphaltic concrete surfacing is higher than abutting paved driveways or other paved surfaces, the Contractor shall place asphaltic wearing course mixture over such driveways or other paved surfaces to provide a transition to meet the new surface elevation. Where the abutting paved surface drains towards the new surfacing, the surfacing mixture shall be extended for a distance sufficient to provide for drainage onto the new surface, as directed by the Engineer. The surfacing mixture may be feathered to zero thickness at the end of the surfacing.

B. The Contractor shall place bond coat over abutting areas to be surfaced.

C. There is no separate pay item for this work, and payment will be included under the pay item for the asphaltic mixtures used.

3.09 BASIS OF PAYMENT

A. Payment for the types of asphalt pavement and pavement repairs shall be as listed in the Proposal. Bid prices for work items listed in the Proposal shall include all other work necessary for a complete job.

END OF SECTION

SECTION 765
HOT POURED RUBBER ASPHALT JOINT AND CRACK SEALING METHOD

GENERAL

1.01 GENERAL PROVISIONS

A. The Contractor shall furnish all materials, equipment, labor and supervision, and shall provide all other means that may be necessary to complete all the work in conformity in all respects to the requirements as set forth in these specifications.

1.02 PUBLIC

A. The Contractor shall interfere as little as possible with the convenience of the public during the progress of the work. They shall construct and maintain suitable barricades and lights as may be necessary for the safety and convenience of the public and protection of the work. Oil burning pots or lanterns will not be permitted.

1.03 SCHEDULE

A. The schedule of items under which the work is to be done is given with as much accuracy as is practicable beforehand. Quantities must be regarded as approximate only and are given as a guide to the bidder and for comparison of bids. The owner reserves the right to increase or diminish these quantities within reasonable limits, and the Contractor will be paid for only as much work as he is required to do by the Owner at the unit price stated in the proposal.

1.04 PREPARATION

A. The surface of the pavement at the location of the join or crack shall be cleaned and broomed, if necessary, to remove all dirt and debris.

B. The joint opening shall be thoroughly blown clear of dust of chips with compressed air through a nozzle from a power-driven air compressor immediately before applying the filling compound to the joints. The preparation and application of the sealing compound shall be in accordance with the manufacture's specifications.

PRODUCTS

1.05 MATERIALS

A. The joint filler material shall be a hot-poured rubber-asphalt type joint sealing compound, which shall conform to the latest requirements of the Federal Specifications for Sealing Compound: Hot-Poured Type for Joints in Concrete as Follows

1. Residential or Local Streets and Major Roads Type SS-S-1401

B. The upgraded specification material, SS-S-1401, shall also meet the latest requirements of Section 914.04 of the current edition of the Michigan Department of Transportation Standard Specifications for Construction.

1.06 PACKAGING

A. The compound shall be packed in substantial commercial containers of a size, which can be conveniently handled on the job so that the covering may be readily removed from the material without waste. Containers shall be legibly marked with the description, manufacturer's name and brand, weight, safe heating temperature and batch number. The batch number shall be a specific

designation to represent the compound manufactured from one batch of raw material, irrespective of the number of mixers involved in the production of the batch.

1.07 DELIVERY

A. Upon delivery of the joint sealant material to the job, the material shall be properly identified and certified that it has been inspected and tested in accordance with the requirements of the Federal specification (Methods for Sampling and Testing) SS-R-406, Method 223.11. The Contractor shall supply the Owner with certification tickets from the material supplier to verify the above requirements.

EXECUTION

1.08 JOINT CLEANING EQUIPMENT

A. The equipment used for cleaning and preparing the joints and cracks for sealing in existing pavement may include the following:

1. A Tractor-Mounted Plow, equipped with hydraulically operated depth control and replaceable bits may be used to remove the bulk of old material from the joints. This equipment shall be so designed and operated as to preclude spalling or otherwise damaging the concrete.

2. Routing-Resurfacing Machine, a self-powered machine operating a rotary cutter or revolving cutting tool designed to completely remove the old joint sealer and all foreign matter and reface each side wall of the joint without spalling or otherwise damaging the edges.

3. Air Compressor, shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at a pressure not less than 90 pounds per square inch. Suitable traps shall be employed to maintain the compressed air free of oil and moisture.

4. Sand Blasting Equipment, shall furnish a minimum of 300 cubic feet or air per minute at a pressure of not less than 90 p.s.i. The nozzle shall be of proper size and of a long wearing type. Nozzles enlarged by wear shall be replaced as necessary.

1.09 EQUIPMENT FOR FILLING AND SEALING JOINTS

A. For Hot-Poured Rubber-Asphalt Type Compound, the heating kettle for hot-poured rubber-asphalt type sealer shall be of the indirect heating or double-boiler type, using oil as the heat transfer medium. It shall have a thermostatically controlled heat source, a built-in automatic agitator, and thermometers installed to indicate both the temperature of the melted sealing material and that of the oil bath. The contractor may be required to demonstrate that the equipment proposed for use will consistently produce a joint sealer of proper pouring consistency.

B. The hot-poured sealing materials shall be poured at the required temperature for application by the use of a separate pouring pot or from the heating kettle. The pouring equipment shall force the sealing material to the bottom of the joint and completely fill it to the surface of the pavement. The pouring equipment shall be able to make a second application of the sealing material after the first application has cooled and settles below the surface of the pavement. The rate of the application shall be controlled so as to completely fill the joint and not spill the material on the surface of the pavement.

1.10 RE-SEALING JOINTS AND CRACKS

A. The following procedure shall be used in resealing joints and cracks in pavements:

1. Removing Old Sealer, the old joint and foreign matter shall be plowed out of the expansion joints to the existing filler or to a depth of one inch, whichever is more, and the contraction joints shall be cleaned to new concrete by routing with a joint-cleaning machine. The removal of the old joint material from transverse joints shall be done by the use of a plow blade of the proper size and shape attached to a garden tractor as described herein.

2. Joint Excavating Equipment, shall make at least one pass each way, starting as near the curb as possible and proceeding to the centerline and then back to the edge. The vertical faces of transverse joints shall then be cleaned to the depth to which the joint material has been removed with a joint cleaning machine as herein described.

3. Routing-Refacing Machine, at least one pass shall be made on each side of transverse joints with a joint-cleaning machine equipped with a scarifying head to clean the pavement surface completely to at least one inch each side of the joint grove. The vertical faces of the joint shall then be further cleaned with a wire brush, making one pass against each joint wall. When necessary, hand tools shall be used to remove any material not removed by mechanical cleaning. All old joints and other debris removed from the joints or cracks shall be removed from the pavement immediately and disposed of by the Contractors in a manner satisfactory to the Engineer.

4. Sandblasting, prior to the application of sealer material, all joints or cracks shall be thoroughly cleaned by sandblasting. This operation shall be performed in such a manner as to result in the complete removal of all existing joint material and other foreign matter from the sidewalls and up edges of the joint. The sandblasting shall continue until the entire joint space is free of dust, oil, water, old joint material, and/or any other objectionable foreign matter which may prevent bonding of the sealing compound to the concrete. The sand used shall be of proper size and quality necessary for the operation.

5. Following sandblasting operations, the joint and cracks shall be thoroughly cleaned by means of an air jet under a pressure of not less than 90 p.s.i. Compressed air may be used at any time during joint-cleaning operations; however, to insure removal of all loose material, a jet of compressed air shall be required immediately ahead of sealing operations.

6. All debris and objectionable material resulting from cleaning operations shall be removed from the pavement surface prior to sealing operations.

7. As soon as the joints are cleaned with the compressed air jet, they shall be sealed with hot-poured rubber-asphalt type compound. The surface of the concrete shall be dry at the time of sealing. No joints shall be sealed until the cleaning and preparation of the joints have been inspected and approved by the Engineer.

8. Contraction joints, construction joints and expansion joints that have openings for the full depth of the slab shall be caulked with jute or oakum to prevent the sealing compound from flowing down to the subgrade. For expansion joints, the jute or oakum calking material shall not extend above the pre-molded joint filler. Contraction joints and construction joints shall have a space of one inch to one and one-half inch above the caulking material that shall be filled with sealing compound.

END OF SECTION

PAVEMENT MARKINGS, THERMOPLASTIC
SECTION 772

The Contractor shall install Alkyd Extrude Thermoplastic material for all long lines and crosswalks installed on this Contract, in accordance with Section 811.03 of the MDOT 2012 Standard Specifications for Construction, and as supplemented with the following specifications noted below.

Product Code: 884490 (White)
884685 (Yellow)

Product shall meet AASHTO Specification M-249.

DESCRIPTION:

Alkyd extrude thermoplastic marking material shall be a 100% solids material blend of binder, pigments, and glass beads that must be melted to a temperature of at least 425°F. (218°C), mixed well and applied in a molten state to the pavement. Roadway surface temperature at the time of application shall be 50°F (10°C.) and rising.

STORAGE:

The shelf life of the product is one year from the date of manufacture with proper storage. Proper storage includes inside or covered to prevent damage from moisture, and below 120°F. Outside storage for short intervals is acceptable as long as the material is kept dry. The older the material, the more agitation and dwell time is required to fully melt and mix the granular ingredients.

CONDITIONS FOR APPLICATION:

All surfaces must be clean and dry, free from oil, grease, antifreeze, loose sand, aggregate, and chipping/peeling existing pavement markings. Any curing compounds used on new concrete must be mechanically abraded off prior to striping and use of a primer is required (at no additional cost to the Owner). Concrete must be allowed to cure at least 14 days. When in doubt, always test adhesion. While thermoplastic may be installed behind the paver once the mat cools, new asphalt should be allowed to cure for a minimum of 14 days to maximize adhesion and durability.

All concrete surfaces shall be milled down at least 90 mils to allow the installation of the thermoplastic materials in a recessed area, thereby reducing its susceptibility to damage from snow removal equipment. Concrete preparation shall not be paid for separately.

PHYSICAL CHARACTERISTICS:

% Binder	18% minimum
% Glass	30 – 40%
Intermix glass specification:	M-247 type 1
% TIO2 in the white:	10% minimum
595B color, white:	17886
595B color, yellow:	13538
White Reflectance (Y Value):	75 minimum

Yellow Reflectance (Y Value):	45 minimum
Minimum Impact Resistance:	10 inch pounds
Softening Point:	200-230° F.
Yellowness Index, white:	0.12 maximum

Dry Time: With drop on glass beads applied, the thermoplastic material shall be sufficiently tack-free to carry traffic in not more than 2 minutes when pavement surface temperature is at 50° F., and not more than 10 minutes when pavement temperature is 130°F.

LIMITATIONS:

Apply a test strip to determine if surface is dry enough if there has been rain in the last 24 hours.

1. Do not apply if hot material shows moisture bubbles.
2. Do not heat thermoplastic above 450°F.
3. Do not apply when road and ambient temperature is below 50°F.
4. Do not apply when temperatures are at or near the dew point.

MEASUREMENT & PAYMENT

The completed work as measured for the alkyd extrude thermoplastic pavement markings will be paid for at the contract unit price per linear foot installed, and includes all pavement preparation, material, equipment, and labor to complete this item.

END OF SECTION

SECTION 900
SUPPLEMENTAL SPECIFICATIONS

1.01 SCOPE

A. The Supplemental Specifications apply particularly to this Contract. If there are parts of these Specifications, which differ from other sections of these Specifications, the Supplemental Specifications shall control. The 2020 M.D.O.T. Standard Specifications for Construction shall apply for all work items within this contract, except as modified in this Contract Document.

B. The work covered by this Contract shall consist of those items listed in the proposal. The Contractor shall, for the amount of money earned, based on unit prices stated in the Contract Documents, furnish and provide all labor, tools, equipment and materials, and do all work required in excavating and laying new water main and sewer, removing and replacing existing pavement, and other work related to the project. All of the items of work are to be done in accordance with the plans and Contract Documents of which these Specifications are a part.

1.02 MATERIALS

A. All materials shall be new and of the grades specified, and shall be the best of their respective kinds for the uses intended. The terms "approved" and "or approved equal" mean that the Engineer must be consulted and his approval given before the material in question is purchased or installed in the work. The approval of any material by the Engineer does not mean the acceptance of the material actually furnished if it should be found defective or inadequate for the purpose intended.

B. Special brands or grades of material or devices specified or shown on the drawings are named for the purpose of establishing a standard of quality and character desired. Other materials of equality and adaptability for the purpose for which they are intended may be substituted, but shall have the approval of the Engineer as to the equality and adaptability before being incorporated in the work.

C. The Contractor shall order or arrange for materials well in advance of their expected use in the work, as far as practicable, in order to allow time for inspection, etc., and thus avoid unnecessary delays which may otherwise occur.

D. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 HMA SURFACE, REM

A. This pay item shall apply to the full depth removal of the existing pavement only as directed by the engineer.

B. Most of the pavements on this project are asphalt pavement over an aggregate base. However, Chester St. existing pavement is an asphalt overlay on an underlying concrete pavement. In this areas the Contractor may at their option remove the asphalt overlay and the concrete separately; however, the payment for this item shall include all pavement removal, including the underlying concrete pavement, to the existing base below the pavement.

1.04 SUBGRADE UNDERCUTTING, SPECIAL

A. This work shall consist of excavating existing subgrade in unsound areas at locations determined by the Engineer in the field, installing a layer of geogrid, if determined necessary (and directed by the Engineer), and furnishing, installing, and compacting crushed concrete for the purpose of improving the bearing capacity of the underlying soils.

B. Subgrade undercutting shall be performed where unsuitable subgrade soil is encountered at the bottom of the roadway cross section, as determined and directed by the Engineer. The vertical and horizontal limits shall be determined in the field by the Engineer. Do not undercut beyond a depth of one (1) foot without approval of the Engineer.

C. Once the subbase is exposed, it shall be proof rolled as a part of the preparation for new pavement. Proof rolling shall be done with a pneumatic tired roller capable of being loaded with ballast. The roller shall be operated in a systematic manner and uniform speed over the exposed subgrade soils so that all areas of the exposed surface are tested. Maximum vehicle speed during proof rolling shall not exceed 5 MPH. Proof rolling is incidental to the other work of this project and shall not be paid for separately.

D. Those areas that require additional excavation shall be verified by the Engineer prior to proceeding with additional excavation into the subbase. The additional excavation shall be paid for under the pay item, "Subgrade Undercutting, Special." All work of this nature shall be done in the presence of the Engineer.

1.05 AGGREGATE BASE COURSE, 21AA, SPECIAL

A. Undercutting may vary in depth depending on the severity of the subgrade soil damage. As a result, the Contractor shall have 21AA aggregate on hand as needed to place in full depth areas to establish the appropriate depths for asphalt repair areas. Installation of aggregate shall be paid for by the ton, as bid.

1.06 BUTT JOINT, 24"

A. For the four streets that are being entirely resurfaced (Ann, Birmingham, Chester, and Henrietta), most streets butt into other asphalt roadways. The Contractor shall be prepared to mill a 24" wide butt joint at each end of the job, as well as into City cross-streets, to provide a longer lasting top course. Milling said butt joints shall be paid for as described under this pay item.

1.07 REMOVE AND REPLACE CONCRETE CURB AND GUTTER

A. The Engineer shall mark for removal and replacement various relatively short sections of curb and gutter for replacement on all streets noted on this Contract. Removals shall be 18" wide, so as to include the gutter pan. Curb and gutter replacement shall match the existing cross-section on each street.

B. Curb and gutter replacement shall match existing cross section on each street.

C. Curb and gutter replacement shall also be paid for at each handicap ramp replacement as called out on the plans to ensure compliance with the Americans with Disabilities Act (ADA).

D. As a part of this pay item, the Contractor shall provide compacted backfill behind the curb, grade, provide a minimum of 3 inches of topsoil, and Class A seed and mulch, incidental to the cost of this work.

1.08 REMOVE & REPLACE CONCRETE SIDEWALK 4", AND CONCRETE RAMP 6"

A. Concrete sidewalk and ramp locations have been provided in the plans. The layout of the replacements shall match the existing layout of sidewalks and ramps, and all slopes must be in compliance with ADA standards.

B. For ramp replacement that includes changes in grade of any substance from existing, the Contractor shall be prepared to excavate sidewalk areas and adjacent lawn areas and provide a finished grade to meet ADA requirements, including adjustments to adjacent private properties.

The extra work involved for grading and excavation of these areas shall be included in the cost per sq.ft. for removal and replacement of the new concrete sidewalk placed.

1.09 DETACTABLE WARNING

A. Each sidewalk ramp constructed as a part of this project shall include a detectable warning plate of truncated domes. The Contractor shall supply and install cast iron plates as manufactured by East Jordan Iron Works, or approved equal. Payment for the handicap ramp truncated domes shall be per each detectable warning surface installed. In general, each ramp shall include a two (2) foot by five (5) foot detectable warning surface of truncated domes. In cases where there is not enough space for separate ramps, radial plates may be specified on the plans.

B. Contractors have experienced long lead times to obtain the cast iron detectable warning plates. The Contractor shall be encouraged to place the order for the necessary items well in advance of the proposed installation dates. Substitutions or changes in design due to lack of parts shall not be approved.

1.10 TOPSOIL AND SOD AT HANDICAP RAMPS

A. The Engineer and Contractor shall jointly agree on areas where topsoil and sod shall be required adjacent to handicap ramp installations on Birmingham, and Henrietta The pay item shall include grading and removal of existing grass, installation of minimum of 3 inches of topsoil, and new Sod, Class A, measured by the square foot.

B. There may be isolated locations where sodding is not appropriate, given small restoration areas, or if there is indication that the sod may not be watered sufficiently. In these cases, the Engineer will direct the installation of topsoil, seed, and mulch instead. If such direction is given, and if such restoration area is adjacent to handicap ramps located on Birmingham, and Henrietta St., measurement and payment for the seeded areas shall be measured and paid for under the Sod pay item.

1.11 MILLING BITUMINOUS SURFACE FOR BUTT JOINTS

A. For the four streets that are being entirely resurfaced (Ann, Birmingham, Chester, and Henrietta), most streets butt into other asphalt roadways. The Contractor shall be prepared to mill a 24" wide butt joint at each end of the job as well as into City cross-streets, to provide a longer lasting top course. Milling said butt joints shall be paid for as described under this pay item.

1.12 HAND PATCHING

A. The hand patching pay item shall include stripping, chipping, or otherwise removing surface materials from "weak areas" in bituminous or Portland cement concrete pavements, and replacing by hand or machine methods with bituminous materials approved by the Engineer. "Weak areas" are areas where pavement surfaces are badly deteriorated or cracked into small sections. All removals and related hand paving work shall be included in the price per ton.

B. Following the removal of existing material, holes to be hand patched shall be thoroughly cleaned by blowing out all loose material with an air compressor or with a power blower.

C. Except as provided herein, this work shall conform to the requirements of the "Hand Patching" section of the MDOT 2020 Specifications.

1.13 PAVEMENT MARKINGS

A. The Contractor shall be prepared to install all necessary pavement markings on Eucalid Ave., Pierce St., Baldwin Ave., Ferndale Ave., Euclid Ave. and Ravine Rd. prior to opening the road to through traffic.

B. The contractor shall install pavement markings for Chester St. parking spaces In-Kind/In-Place to match the same measurements and layout as the existing pavement markings.

1.14 CRACK SEALING

A. Crack Sealing shall be performed on Derby Rd., Windemere Rd., Ridgedale Ave., Martin St., Grant St. (The route that will not be resurfaced as part of this project.) It shall be placed in accordance with the applicable specifications and the 2020 MDOT Standard Specifications for construction.

B. Payment for these items shall be per Roadbed Mile, regardless of the number of the number of cracks present or the quantity of materials used. Contractor shall field verify the existing pavement conditions and prepare their bid accordingly.

1.15 BITUMINOUS MIXTURE, BASE, LEVELING, LEVELING & WEARING COURSES

A. Placement of various asphalt mixes shall be in accordance with the table provided in section 301 of the specifications.

B. All HMA mixes shall be supplied with binder grade of PG 64-22.

C. All top course mixes used on this contract shall limit RAP to Tier 1 (17% maximum binder from RAP).

D. Base and leveling courses may be Tier 2 with respect to RAP.

1.16 TRAFFIC MAINTENANCE AND CONTROL

A. The Contractor shall endeavor to keep all driveways accessible during construction as much as practical, including during milling, pavement removals, patching, crack sealing, and asphalt rejuvenating. In order to safely maintain traffic during these activities, the Contractor shall provide all materials, labor and equipment necessary to install, maintain and remove traffic control devices and to maintain access to driveways (including temporary gravel or cold patch, if necessary). The Contractor shall also provide sufficient traffic control in the form of signs, flaggers, etc., to completely close off and protect the pavement when new asphalt is being installed. All signing shall be in accordance with the latest edition of the MMUTCD.

B. Proper advance warning of streets that are closed during work, even if there is no diagram supplied, shall be expected to the same standards as shown on those streets that have diagrams.

C. On the local streets, the Contractor shall maintain one Type III barricade with one R11-4 (ROAD CLOSED TO THRU TRAFFIC) sign at the end of the preceding block, for all streets leading into the construction zone. For example, on Ann St., the Contractor shall provide barricades and signs not only for both directions of Ann St., but also for both directions of Landon St., George St., and Frank St., placed at the next intersection to the northeast and southwest of the work.

D. The Contractor shall endeavor to keep the cross streets as clean and dust free as practical during construction, so that through traffic can be maintained as much as practical.

1.17 LAWN RESTORATION, TRAFFIC DIVERSIONS

A. All adjacent lawns disturbed during the course of the project shall be restored in accordance with the Specifications, at no cost to the Owner, except in the areas of handicap ramp construction as noted above, and in the area of the Coolidge Hwy. traffic diversions.

B. Work for this pay item shall be paid by Lump Sum, for restoration work needed in the area of the traffic diversion lanes only. Lawn restoration here shall include removal of the asphalt lane, fill with clay material and finish grading to match existing conditions, and establishment of lawn.

C. Topsoil shall be made friable, seeded with MDOT Class A Seed mix sowed at the rate of 200 lbs. per acre, fertilized at the rate of 240 lbs. per acre, and mulched at the rate of 2 tons per acre. All mulch shall be anchored to resist wind damage.

1.18 LAWN SPRINKLERS

A. In General, the Contractor shall take all necessary precaution to maintain all items placed in the right-of-way, and any items removed or damaged shall be replaced in kind. The exception to this is lawn sprinklers in the right-of-way. As long as the damage is not due to Contractor negligence, sprinklers that are in conflict with the construction may be removed and need not be replaced by the Contractor. The Contractor shall take precautions not to damage the sprinkler system any more than necessary, and shall notify the City of any sprinklers that are found during construction.

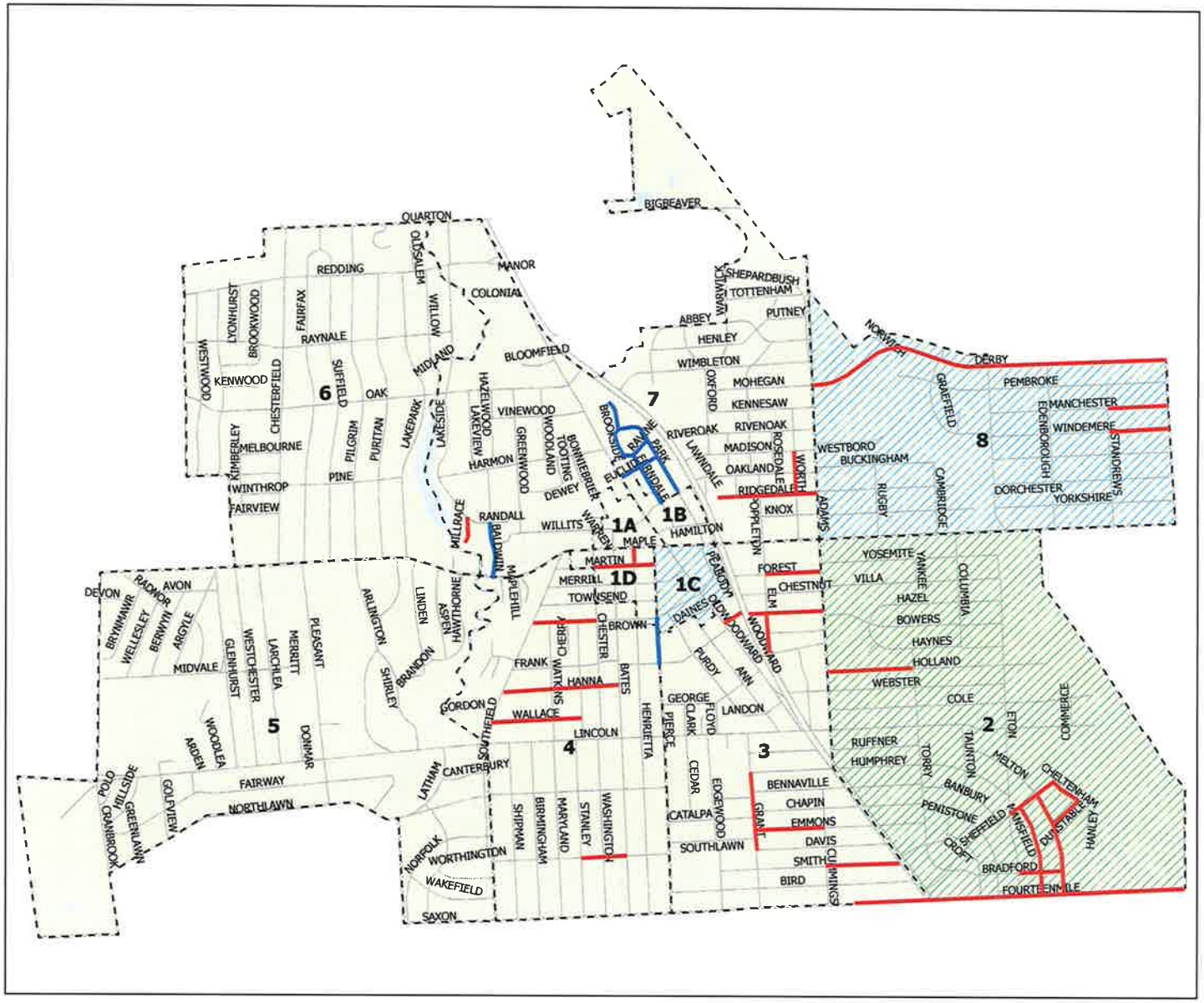
B. Lawn sprinklers located on private property shall be the Contractor's responsibility to repair if damaged.

END OF SECTION

APPENDIX A

Map of Work Areas

Division 2:
Pavement Rehabilitation
Division 3:
Crack Sealing



BIRMINGHAM
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2026
Capital Improvements

Legend

- Asphalt Resurfacing
- Crack Sealing

Not to Scale

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.
The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.
Data Sources: Oakland County GIS Utility, City of Birmingham

BIRMINGHAM

A WALKABLE CITY

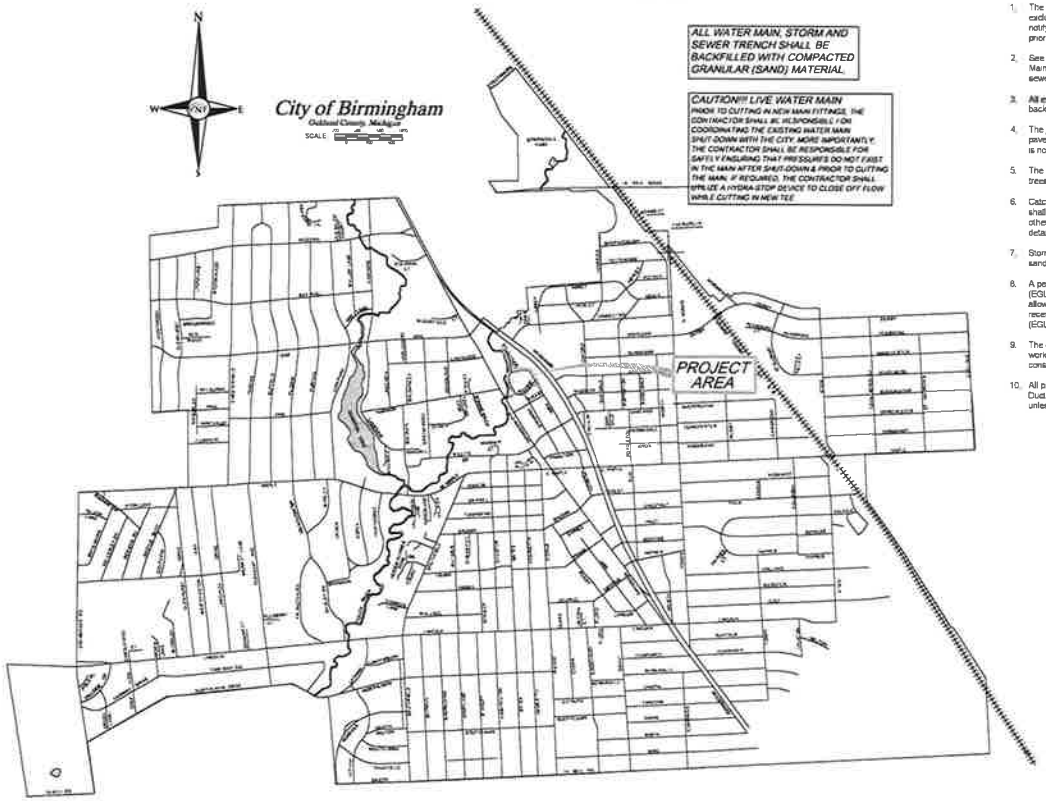
ENGINEERING DEPARTMENT

PARK AVE, BROOKSIDE AVE & RAVINE ROAD WALL REPLACEMENT CONTRACT #2-25(P)

SHEET INDEX

Cover Sheet
C01 - Demolition & SESC Plan - South
C02 - Demolition & SESC Plan - North
C03 - Paving-Grading Plan - South
C04 - Paving-Grading Plan - North
C05 - Ravine Road Retaining Wall Profile
C06 - Brookside Avenue Retaining Wall Profiles
C07 - Park Avenue Retaining Wall Profile (Road Side)
C08 - Park Avenue Retaining Wall Profile (Walk Side)
C09 - Traffic Management Diagram
C10 - General Notes & Details (1 of 2)
C11 - General Notes & Details (2 of 2)
C12 - Keystone Retaining Wall Notes & Details
Q1 - Quantities

CITY OF BIRMINGHAM - WATER MAIN STANDARD DETAILS



WATER / SEWER SERVICE NOTE

ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED TO CONSTRUCT THE PROJECT (INCL.

UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING HERE 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.

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BENCHMARK NOTE

BENCHMARKS SET AND SHOWN PER SHEET WERE ESTABLISHED OFF OF THE CITY OF BIRMINGHAM BENCHMARK DATUM.

CONSTRUCTION NOTES

These notes shall apply for all work within this contract:

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 / 5000N4 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.

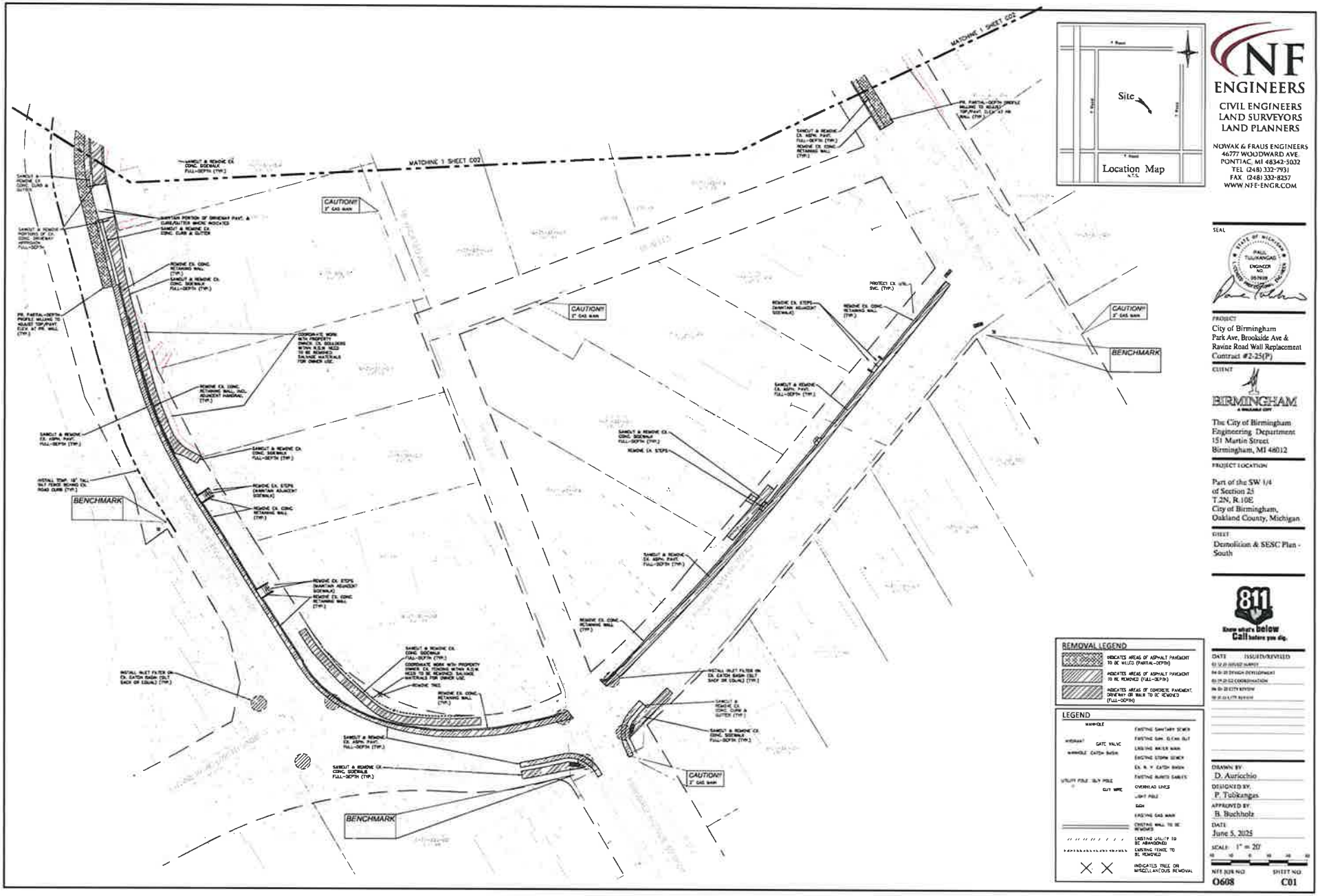
DESIGN ENGINEER'S SEAL

STATE OF MICHIGAN — PAUL TULIANGAS — ENGINEER NO. 61769 — PROFESSIONAL ENGINEER

APPROVED DATE

10-31-2025 CITY REVIEW

PARK AVE, BROOKSIDE AVE & RAVINE ROAD WALL REPLACEMENT
CONTRACT #2-25(P)



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LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257
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SEAL

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

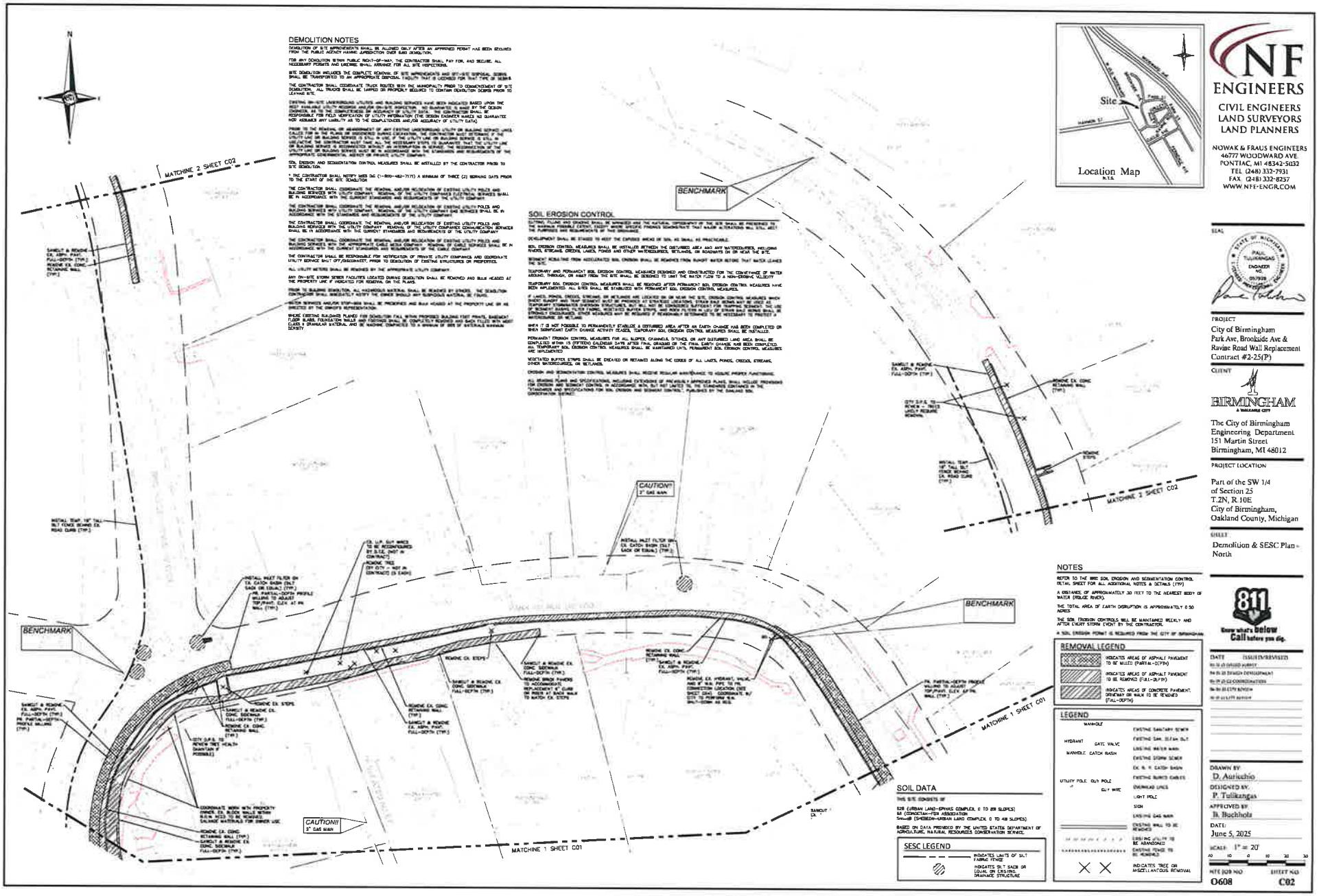
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Demolition & SESC Plan - South

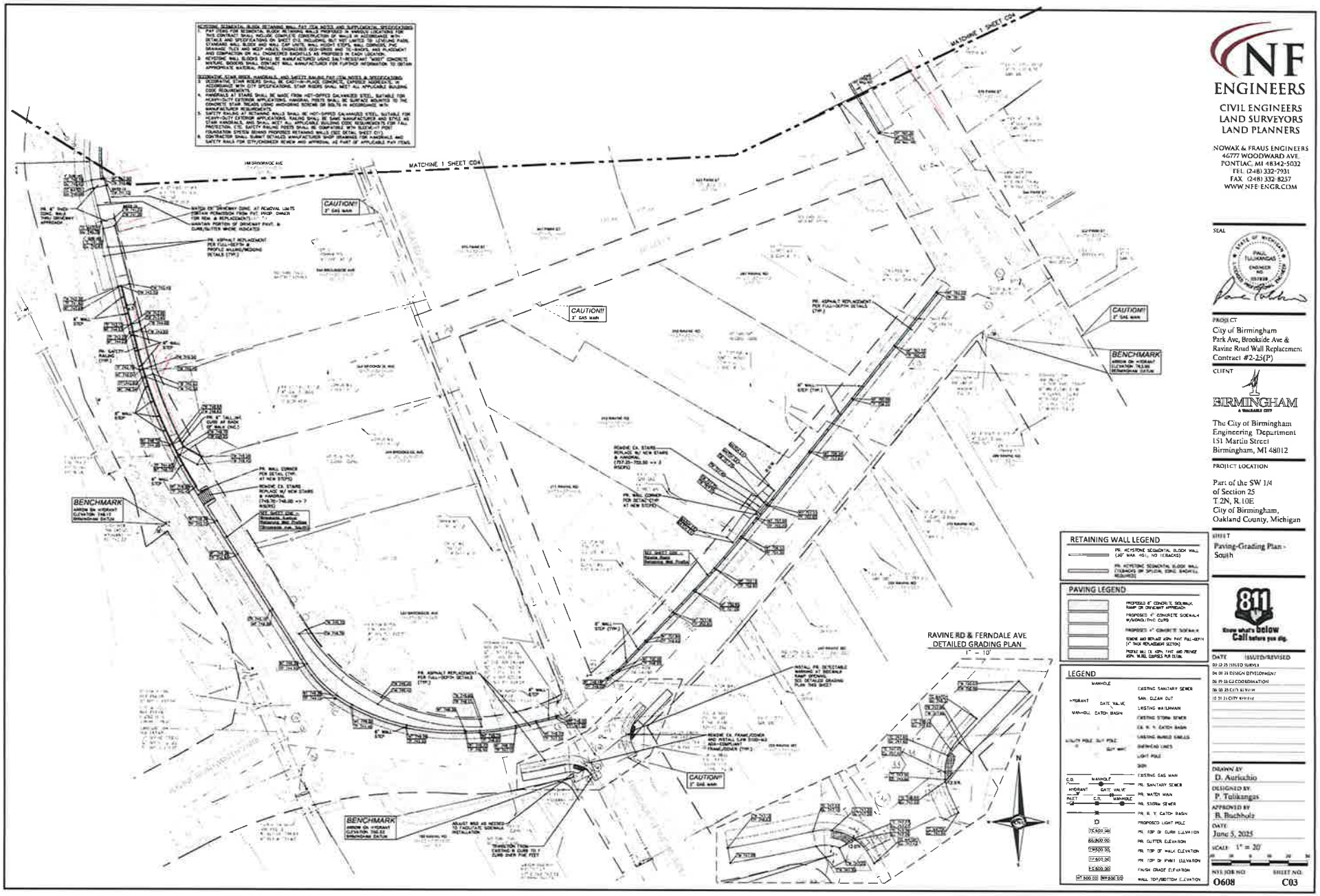
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DATE	ISSUE/REVISED
03.12.25	ISSUED SURVEY
04.01.25	DESIGN DEVELOPMENT
05.29.25	COORDINATION
06.05.25	CITY REVIEW
06.16.25	CITY REVIEW

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: C01


DEMOLITION NOTES
SOIL EROSION CONTROL
Location Map
N.T.S.
Site
BENCHMARK
MATCHLINE 2 SHEET C02
MATCHLINE 1 SHEET C01
CAUTION!! 2" GAS MAIN
SOIL DATA
SESC LEGEND
NOTES
REMOVAL LEGEND
LEGEND
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Contract #2-25(P)
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The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012
PROJECT LOCATION
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T.2N, R.10E
City of Birmingham,
Oakland County, Michigan
SHEET
Demolition & SESC Plan - North
811
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SHEET NO
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PAUL TALIKANGAS
ENGINEER
NO. 55738

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City of Birmingham
Park Ave, Brookside Ave &
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Contract #2-25(P)

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PROJECT LOCATION

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T.2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET

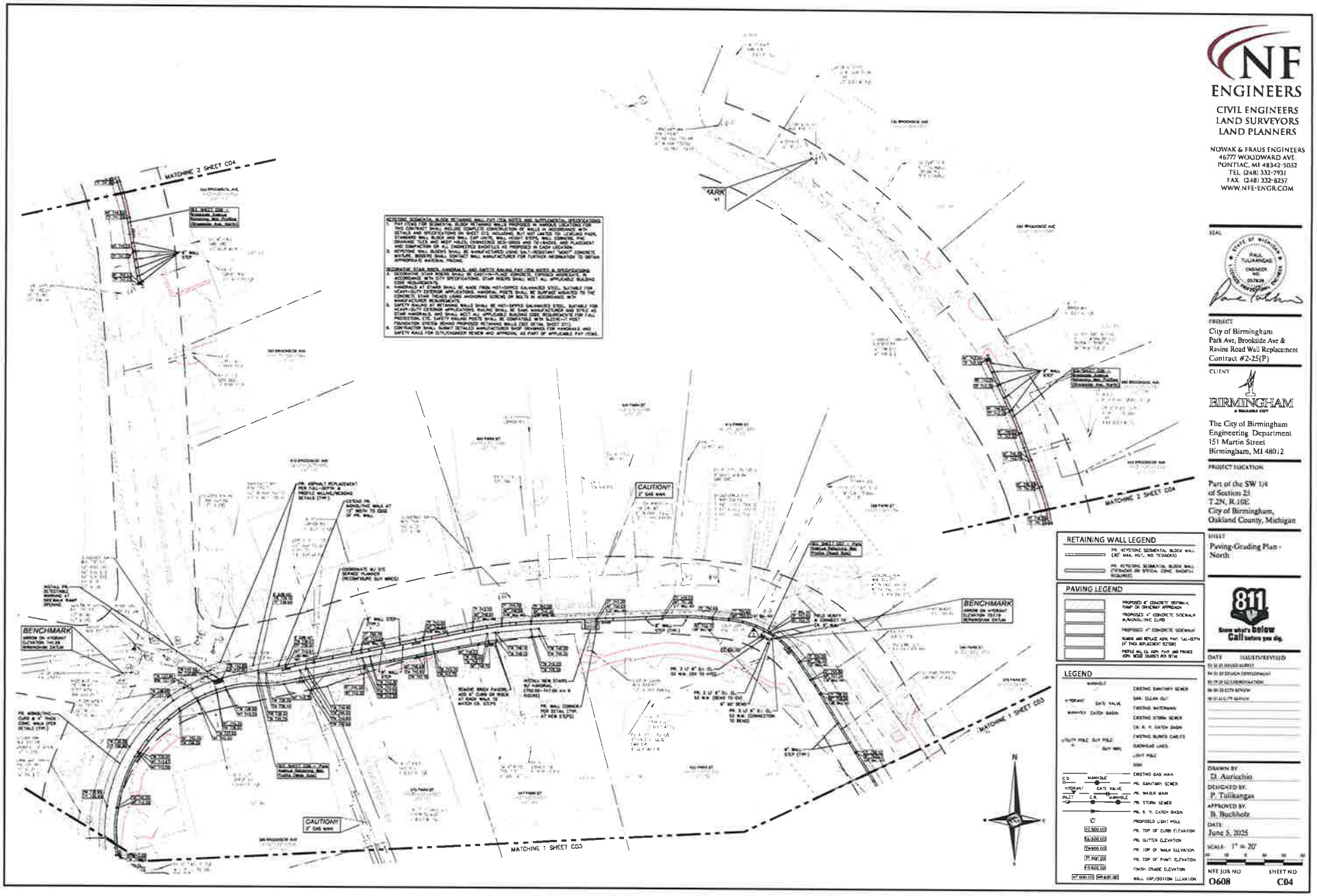
Paving-Grading Plan - South

811
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03-12-25	ISSUED SURVEY
04-01-25	DESIGN DEVELOPMENT
06-19-25	CC COORDINATION
09-02-25	CITY REVIEW
10-31-25	CITY REVIEW

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SCALE: 1" = 20'

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SHEET NO: C03



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PROJECT LOCATION
Part of the SW 1/4
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T.2N, R.10E
City of Birmingham,
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SHEET
Paving-Grading Plan - North

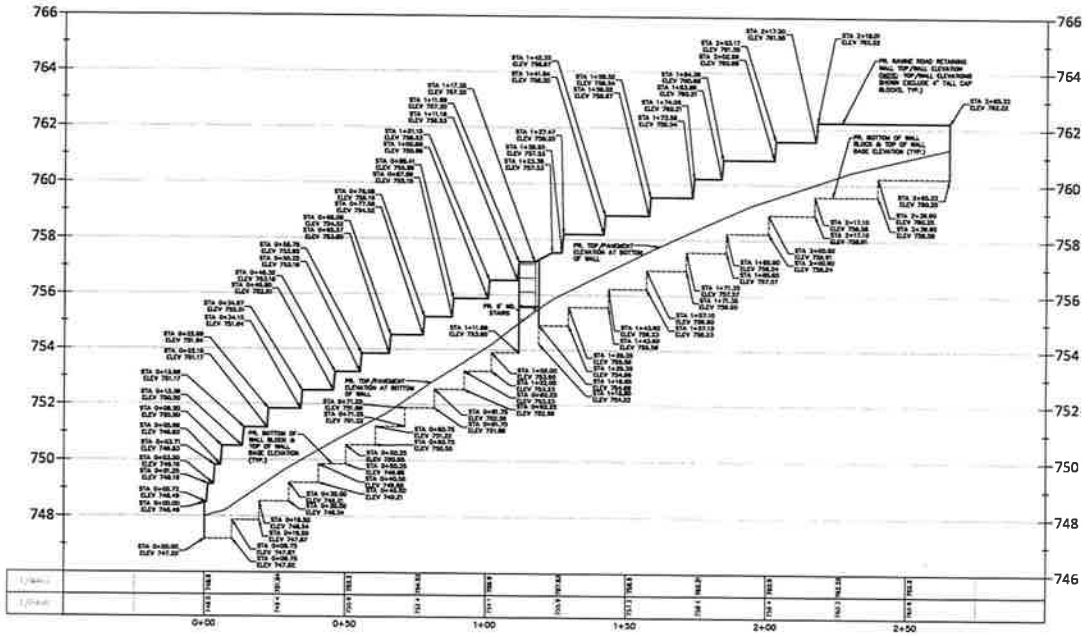
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SHEET NO
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Profile View of RAVINE ROAD



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City of Birmingham
Park Ave, Brookside Ave &
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Contract #2-25(P)

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PROJECT LOCATION
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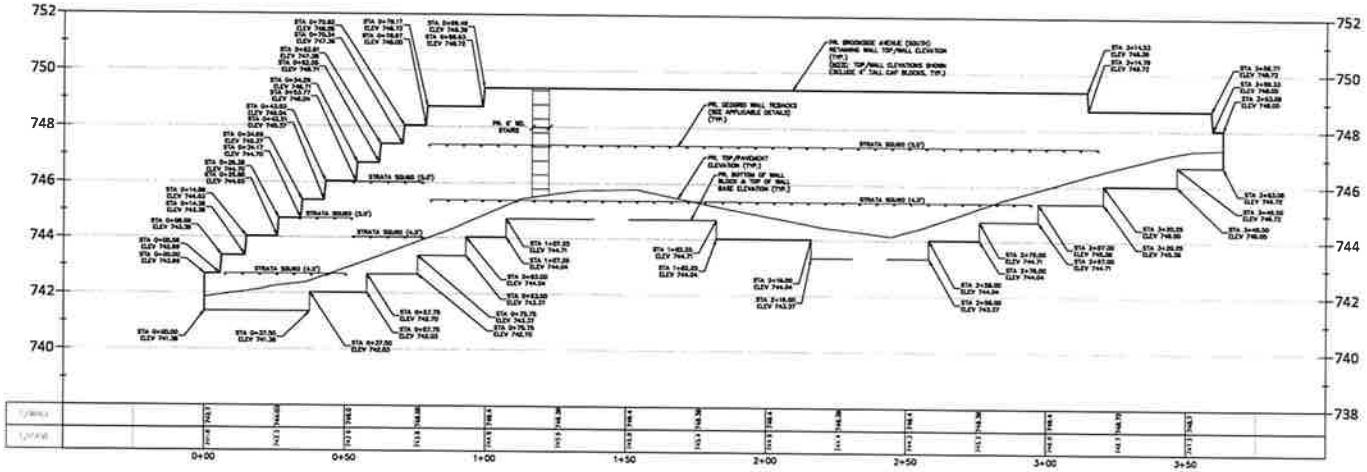
SHEET
Ravine Road Retaining
Wall Profile

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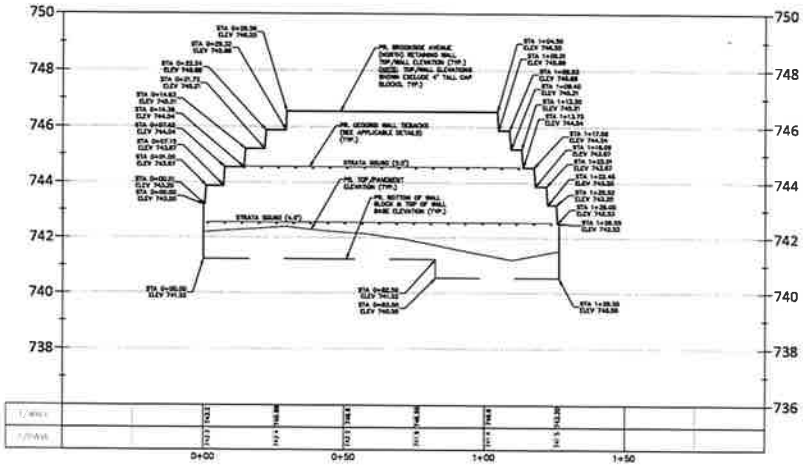
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05-19-25	CO COORDINATION
06-03-25	CITY REVIEW
10-31-25	CITY REVIEW

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June 5, 2025
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SHEET NO: C05

Profile View of BROOKSIDE AVENUE (SOUTH)



Profile View of BROOKSIDE AVENUE (NORTH)



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City of Birmingham
Park Ave, Brookside Ave &
Ravine Road Wall Replacement
Contract #2-25(P)

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PROJECT LOCATION
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City of Birmingham,
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SHEET
Brookside Avenue
Retaining Wall Profiles

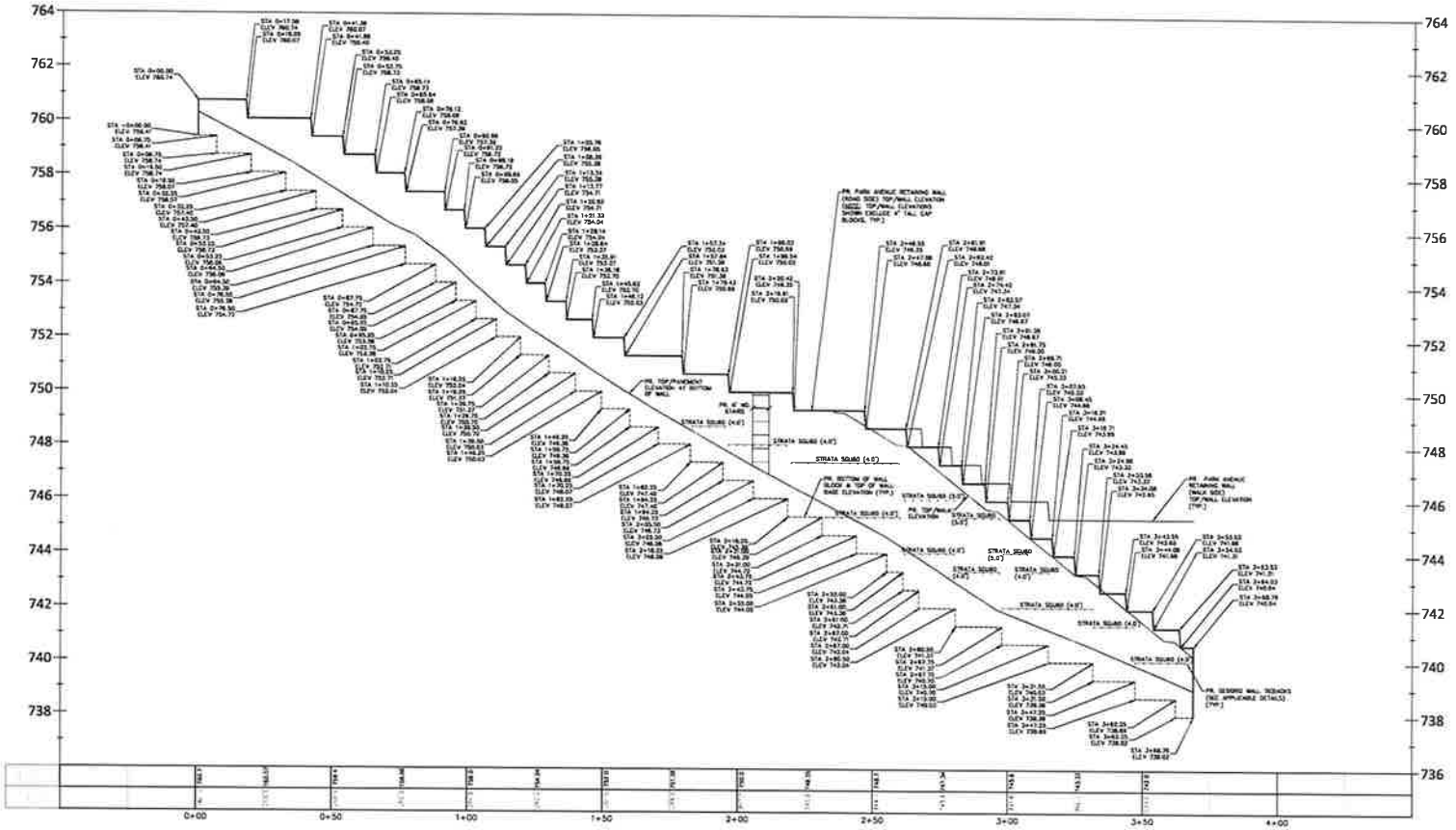
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SHEET NO. C06

Profile View of PARK AVENUE-ROAD SIDE



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City of Birmingham
Park Ave, Brookside Ave &
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PROJECT LOCATION
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SHEET
Park Avenue Retaining
Wall Profile (Road Side)

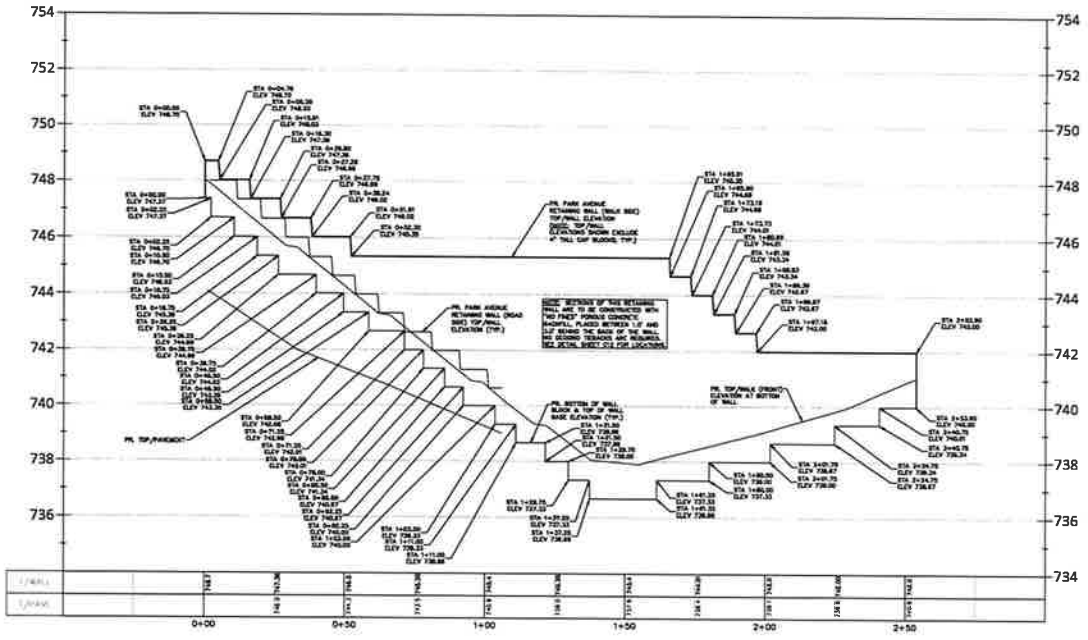
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O608
SHEET NO
C07

Profile View of PARK AVENUE-WALK SIDE



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City of Birmingham
Park Ave, Brookside Ave &
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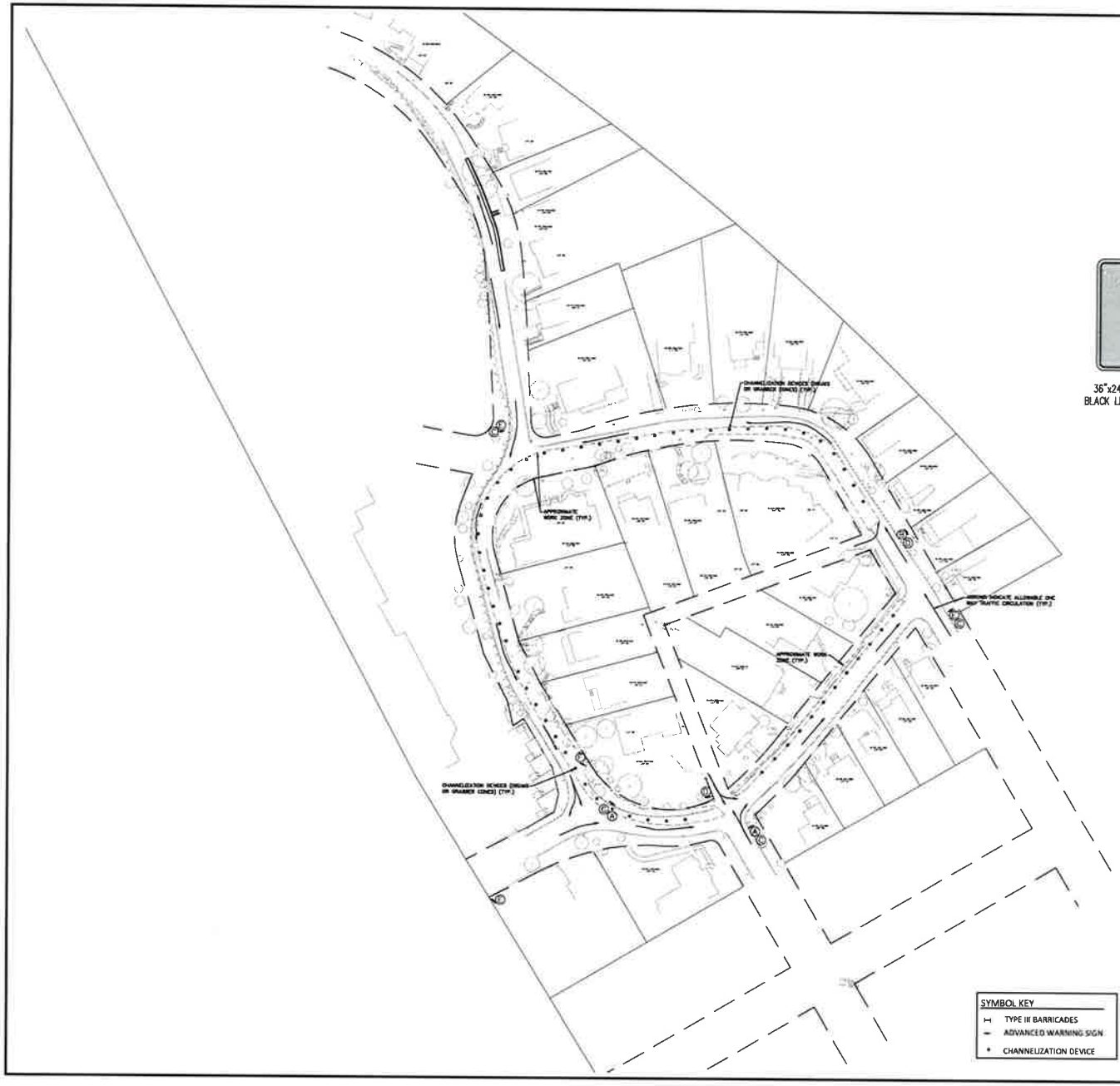
SHEET
Park Avenue Retaining
Wall Profile (Walk Side)

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DESIGNED BY
P. Tullikangas
APPROVED BY
B. Buchholz
DATE
June 5, 2025
SCALE 1" = 20' / 1"=2'

NFE JOB NO
O608
SHEET NO.
C08







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 SPECIFIED 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 MAIN/ADVANCE 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 SIGNS AT MAPLE, LINCOLN & MIDDLE PORTION OF VARIATION 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 THE PRIVATE PARKING GARAGE AT ALL TIMES DURING THE PROJECT.
2. CONTRACTOR SHALL SAW ALL WORK, INCLUDING UNDERGROUND UTILITY CONSTRUCTION AND FULL-DEPTH PAVEMENT REMOVAL AND REPLACEMENT, WITHIN DRIVER STREET AND BATES STREET, AS REQUIRED TO MAINTAIN TWO-WAY TRAFFIC ON DRIVER AT ALL TIMES (INCLUDING REQUIRED EGRESS ROUTE FOR RESIDENTS ON WARREN COURT), AND ONE-WAY SOUTH-BOUND ON BATES AT ALL TIMES.

SYMBOL KEY

- TYPE III BARRICADES
- ADVANCED WARNING SIGN
- CHANNELIZATION DEVICE

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

PROJECT
City of Birmingham
Park Ave, Brookside Ave &
Ravine Road Wall Replacement
Contract #2-25(P)

CLIENT
BIRMINGHAM
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

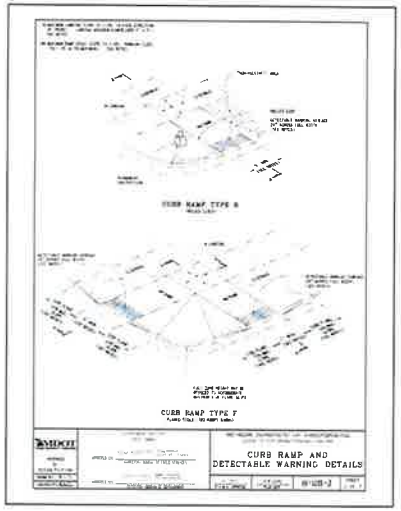
SHEET
Traffic Management
Diagram

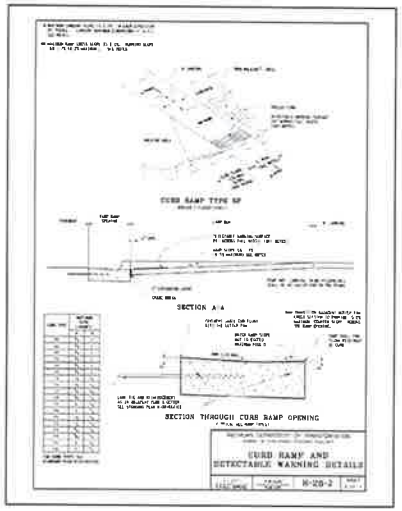
Know what's below
Call before you dig.

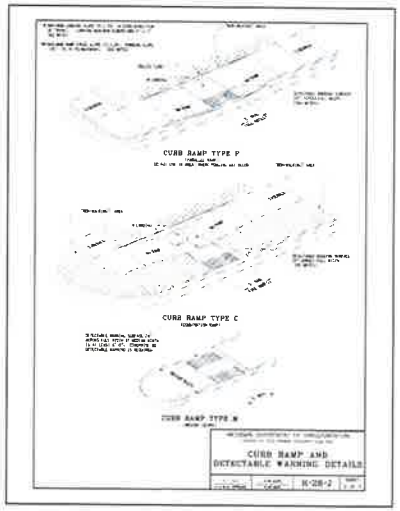
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04.30.25	DESIGN REVISIONS
05.09.25	CO-ORDINATION
05.30.25	CITY REVISION
06.02.25	CITY REVISION

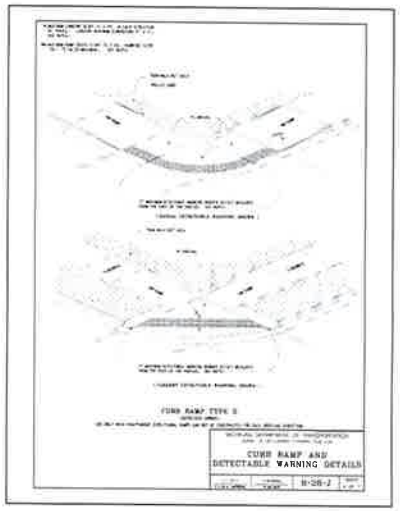
DRAWN BY: D. Auricchio
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: June 5, 2025
SCALE: 1" = 50'

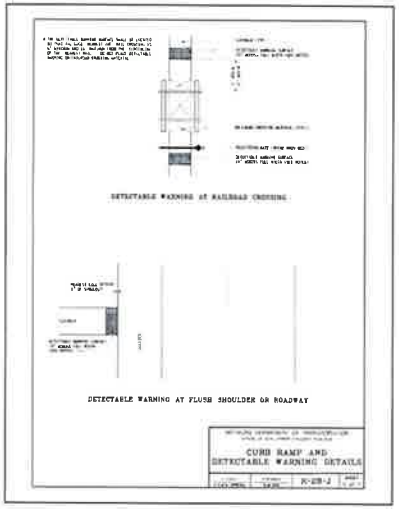
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SHEET NO. C09

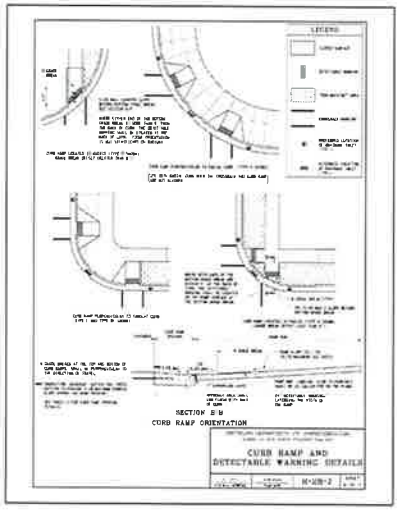


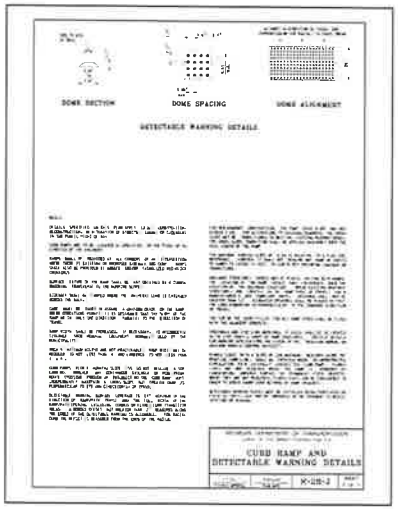












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SEAL

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 (1 of 2)

811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
03-13-25	ISSUED SURVEY
04-01-25	DESIGN DEVELOPMENT
04-09-25	CO COORDINATION
04-18-25	CITY REVIEW
10-31-25	CITY REVIEW

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 CROSSING 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. BRICKS, OR OTHER MISC. DEBRIS WHEN 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)
   SEE – PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), TO COMPLY WITH MDOT 3500MP 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 FORTY-FIVE (250) 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)

   BEARING COURSE(S):
   ASPHALT ROAD – MDOT HMA MIXTURE NO. 5E3M, (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)

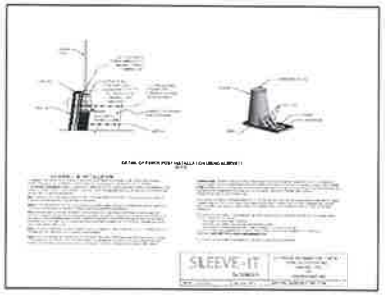
   LEVELING COURSE(S):
   ASPHALT ROAD – MDOT HMA MIXTURE NO. 4E3M, (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)

   BASE COURSE(S):
   ASPHALT ROAD – MDOT HMA MIXTURE NO. 3C4M, (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, 2020 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, 1973, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
8. CONSTRUCTION OF A NEW OR RECONSTRUCTED CURB 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 LICENSE 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 ITEMS).
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 REGISTERED PROFESSIONAL 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 "N.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 EJIW MODEL 3689 WITH 4" 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 BRANDS.
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 DEWATERED 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 BIDDING 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 AS 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 INVOLVED.

DAMAGE TO PRIVATE PROPERTY

ALL SIDEWALKS, DRIVEWAYS, LAWNS, FENCING, TREES, SHRUBS, SPRINKLERS, LANDSCAPING, ETC., THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO EQUAL OR BETTER CONDITION, 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 OTHERWISE POINTED OUT ON THE PLANS.

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 USING 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 BECOMING DEWATERING CONDITIONS. MEANS AND METHODS OF DEWATERING ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF DEWATERING SHALL BE CONSIDERED INCLUDED IN THE COST 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, INCLUDING METHODS, EQUIPMENT AND SIZING OF EQUIPMENT SHALL BE 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. ALL PUMPING, BY-PASSING AND DEWATERING SHALL BE INCIDENTAL TO THE CONTRACT AND SHALL NOT BE PAID ANY ADDITIONAL COMPENSATION TO IMPLEMENT ANY MEANS AND METHODS TO SATISFACTORILY COMPLETE THE WORK.

PAVEMENT REMOVAL

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE THICKNESS OF THE PAVEMENT REMOVAL, EXCAVATION AND BACKFILLING OPERATIONS. THE QUANTITIES ONLY AS TO THE THICKNESS OF THE PAVEMENT AT THE LOCATIONS OF THE CORES TAKEN. 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 JURISDICTIONAL AGENCIES.

IN ADDITION, WHERE THE WORK REQUIRES THE CLOSURE OF ONE OR MORE LANES OR IS WITHIN THE INTERSECTION, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN. THE CONTRACTOR SHALL PROVIDE ALL SIGNS, BARRICADES, FLAG PERSONS AND OTHER TRAFFIC CONTROL DEVICES AS REQUIRED BY MDOT, THE COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY WITH JURISDICTION OVER 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 CONTRACTOR SHALL VERIFY WITH THE OWNER OR COMMUNITY OR GUARANTY AS TO THE LOCATION OF THE IRRIGATION SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MEASURES TO PROTECT, REPAIR OR REPLACE THE IRRIGATION SYSTEM AS NECESSARY. COMPENSATION FOR MAINTAINING OR REPAIRING EXISTING IRRIGATION 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 REFLECTS 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 SHOWN ON THE SITE. THE CONTRACTOR SHALL MAKE THEIR OWN DETERMINATION AND SUB-SOIL INVESTIGATION AND RELIEVE OTHER SUCH INFORMATION AS THE CONTRACTOR CONSIDERS NECESSARY FOR THE PROPER PERFORMANCE OF THE WORK UNDER THIS BID.

SUBGRADE UNDERCUTTING AND PREPARATION

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY AND ALL SOILS WHICH DO NOT CONFORM TO THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A SUBGRADE IN CONFORMANCE WITH THE PROJECT PLANS AND/OR SPECIFICATIONS. THE MEANS AND METHODS USED TO ACHIEVE THE REQUIRED RESULT SHALL REST SOLELY WITH THE CONTRACTOR.

ANY AREAS OF UNDERCUTTING THAT RESULT IN ADDITIONAL OR EXTRA WORK BECAUSE THEY COULD NOT BE IDENTIFIED BY THE CONTRACTOR'S PRE-BID SITE OBSERVATION, OR ARE NOT NOT PORTRAYED 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 BAID 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 CREDIT OUT MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR, IN A LEGAL 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 PLANS AND ALL APPLICABLE GOVERNMENTAL STANDARDS. THE ENGINEER AND OWNER MAKE NO REPRESENTATION AS TO THE QUANTITIES THAT ARE NEEDED TO CREATE A BALANCED EARTHWORK CONDITION OR THAT THE SITE EARTHWORK IS BALANCED.

SOIL EROSION / SEDIMENTATION CONTROL

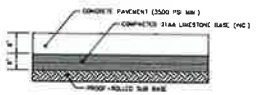
THE CONTRACTOR SHALL OBTAIN THE REQUIRED SOIL EROSION PERMIT AND SATISFY ALL REGULATORY REQUIREMENTS FOR CONTROLLING SOIL EROSION AND SEDIMENT TRANSPORT. THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR INSPECTION OR APPROVAL OF THE CONTRACTOR'S WORK IN CONNECTION WITH SATISFYING THE SOIL EROSION PERMIT REQUIREMENTS UNLESS SPECIFICALLY STATED IN THE CONTRACT DOCUMENTS.



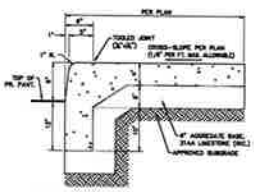
4" CONCRETE SIDEWALK SECTION
STANDARD SIDEWALK REPLACEMENT/INSTALLATIONS N.T.S.



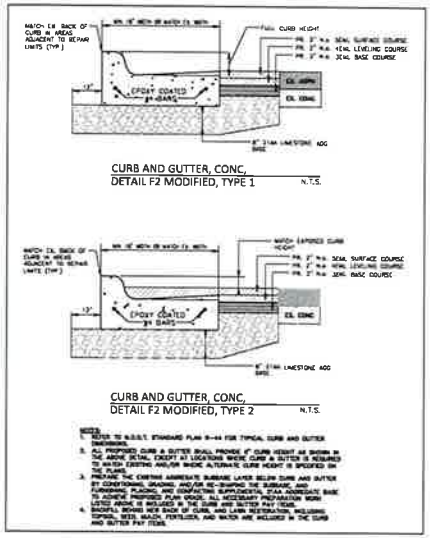
6" CONCRETE SIDEWALK SECTION
TO MATCH DRIVEWAY PAVEMENT THICKNESS THROUGH DRIVE APPROACH N.T.S.



TYPICAL CONCRETE SECTION
FOR RESIDENTIAL APPROACH
N.T.S.



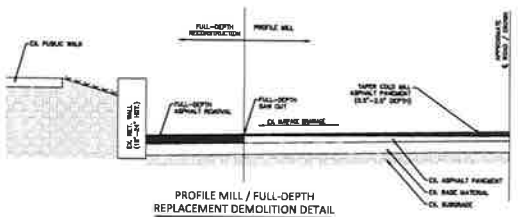
4" THICK SIDEWALK WITH MONOLITHIC CURB
N.T.S.



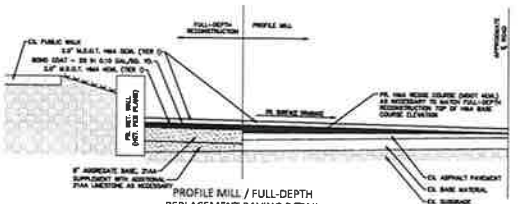
CURB AND GUTTER, CONC.
DETAIL F2 MODIFIED, TYPE 1 N.T.S.

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. THE EXISTING CONCRETE SUBGRADE LAYER BELOW CURB AND GUTTER SHALL BE CUT AND/OR FILLED AS REQUIRED TO ESTABLISH THE SUBGRADE FOR FURNISHING, PLACING AND COMPACTING THE 8" 21AA AGGREGATE BASE TO ACHIEVE PROPOSED PLAN GRADE. ALL NECESSARY PREPARATIONS WORK LISTED ABOVE IS INCLUDED IN THE CURB AND GUTTER PAY ITEM.
4. BACKFILL BEHIND BACK OF CURB, AND LAWN RESTORATION, INCLUDING TOPSOIL, SEED, MULCH, FERTILIZER, AND WATER ARE INCLUDED IN THE CURB AND GUTTER PAY ITEMS.

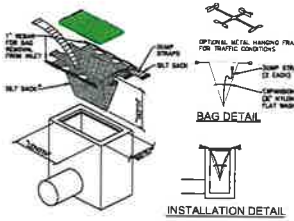


PROFILE MILL / FULL-DEPTH
REPLACEMENT DEMOLITION DETAIL
N.T.S.



PROFILE MILL / FULL-DEPTH
REPLACEMENT PAVING DETAIL
N.T.S.

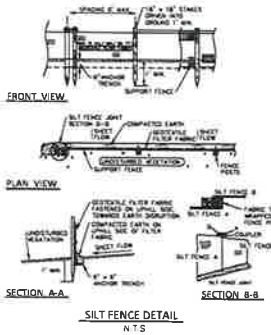
CONTRACTOR SHALL INSTALL MAX PAVEMENT PER MDOT APPLICATION RATE STANDARDS. CONTRACTOR SHALL MEASURE ASPHALT AS NECESSARY TO PROVIDE A CONSISTENT PLANAR SURFACE OF UNIFORM THICKNESS, (NOT TO EXCEED 3"). ANY WEDGING SHALL NOT BE A SEPARATE PAY ITEM, BUT INCLUDED IN "MACHINE GRADING". WEDGING MATERIAL SHALL BE INCLUDED IN ASPHALT TONNAGE.



BAG DETAIL

INSTALLATION DETAIL

SILT SACK FILTER DETAIL



SILT FENCE DETAIL
N.T.S

NF ENGINEERS
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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 D. TULIKANGAS
ENGINEER
No. 057939
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

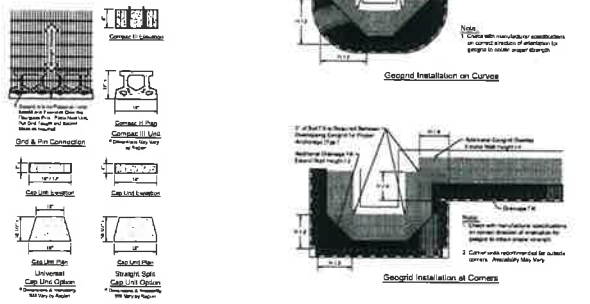
SHEET
General Notes &
Details (2 of 2)

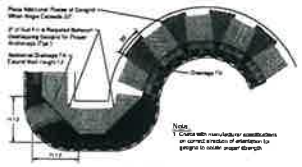
811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
03.22.25	ISSUED FOR BIDDING
04.01.25	REVISED PER ENGINEER'S REVIEW
04.17.25	CITY COORDINATION
04.30.25	CITY REVISION
05.01.25	CITY REVISION

DRAWN BY: D. Auchinachie
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: June 5, 2025
SCALE: N.T.S.

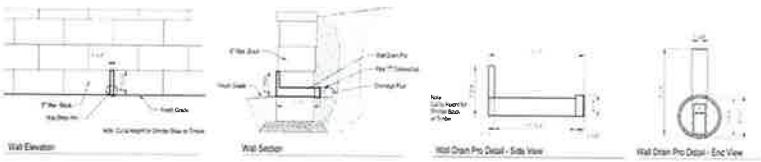
NFE JOB NO: O608
SHEET NO: C11

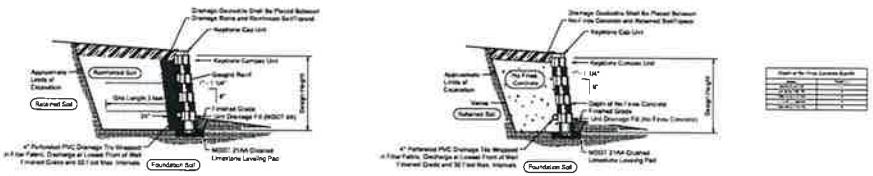


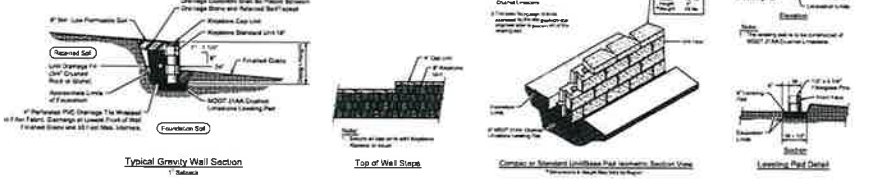


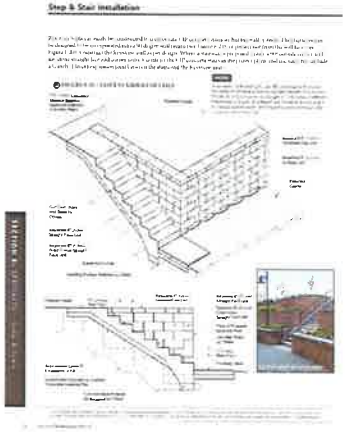


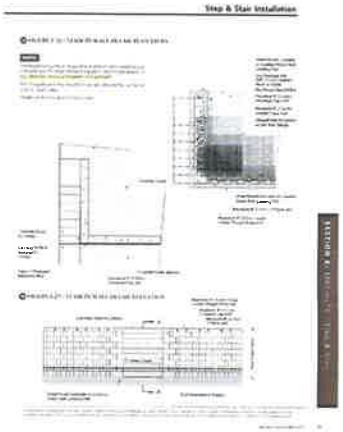
NOTE: RETAINING WALL DESIGN DETAILS ARE PROVIDED BY GJ CONSULTING GROUP.
CONTACT: MS. JENNIFER M. CASEY, P.E.
PHONE: (248) 583-0400
EMAIL: jcasey@gjtransoftinggroup.com











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SEAL

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

811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
02-24-25	ISSUED SUBMITTAL
04-01-25	REVISION PER COMMENTS
05-15-25	CO-ORDINATION
06-06-25	CITY REVISION
06-27-25	CITY REVISION

DRAWN BY
D. Auriochio
DESIGNED BY
P. Tsilikangas
APPROVED BY
B. Buchholz
DATE
June 5, 2025
SCALE N.T.S.

JOB NO
0608
SHEET NO
C12

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 F&G Plan (South)	SHEET C3 F&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				65	65
4	6" Water Main Connection to Ex. 6" Water Main	EA				1	1
5	Hydrant Tee, Type B	EA					1
	SUBTOTAL WATER MAIN PAY ITEMS						
	PAVING PAY ITEMS						
6	Earth Excavation	CY					1,225
7	Subgrade Undercutting, 21AA Limestone	CY					80
8	Subgrade Undercutting, 21AA Limestone	CY					60
9	Subgrade Geogrid Fabric, Tensar Tria TX160S	SY					830
10	Removing Concrete Drive Approach	SY	25				35
11	Removing Concrete Sidewalk & Ramp (assuming no base)	SY	105	105			330
12	Removing Pavement Full Depth (Curb & Gutter included)	SY	240	105			225
13	Profile Milling for Gutter Drainage, 2.5" x 2.0"	SY	65	105			170
14	Pipe Joint and Crack Prep, Detail 7	LF					950
15	Pipe Joint and Crack Prep, Detail 8	LF					50
16	Remove & Salvage Ex. Wrought Iron Decorative Fence (832 Brookside)	LF	50				50
17	Remove Ex. Conc. Retaining Walls Full Depth (Including Footings, Steps, & Ramps)	LS					1
18	Keystone Segmental Block Retaining Wall ("Ravine Rd.")	FSF			850		850
19	Keystone Segmental Block Retaining Wall ("Brookside Ave South")	FSF			1175		1,175
20	Keystone Segmental Block Retaining Wall ("Brookside Ave North")	FSF				660	660
21	Keystone Turnaround Block Retaining Wall ("Park Ave Roadside")	FSF				1,425	1,425
22	Keystone Segmental Block Retaining Wall ("Park Ave Vault")	FSF				1,125	1,125
23	Aggregate Base, MDOT 21AA Limestone, 8"	SY			350	250	600
24	Bituminous Mixture No. 36A, 2.0" Leveling Course	TON			30	20	50
25	Bituminous Mixture No. 4E1M, 2.0" Leveling Course	TON			10	20	30
26	Bituminous Mixture No. 4E1M, 3" Wedge Course	TON			10	20	30
27	Concrete Curb & Gutter, (MDOT F3 Modified, Type 2")	LF			80		80
28	Concrete Curb & Gutter, (MDOT F3 Modified, Type 2")	LF					70
29	Concrete Drive Approach, 6"	SY			17		28
30	Concrete Sidewalk, 4"	SF			1500	330	1,830
31	Concrete Sidewalk, 4" w/ Monolithic Curb	SF			40	660	700
32	Concrete Sidewalk, 6"	SF			70		70
33	Detectable Warning Panels at Sidewalk Pad Perpendicular	LF			115		115
34	Detectable Warning Panels at Sidewalk Pad Perpendicular	EA			10	6	16
35	Electronic Plate Mounted Domes	SF			15	30	30
36	Metal Salvage Crew	EA					2
37	Maintenance Aggregate for Paths (Final)	LS					1
	SUBTOTAL PAVING PAY ITEMS						
	GENERAL PAY ITEMS						
38	Mobilization (Max. 5% of Bid)	LS					1
39	Traffic Maintenance & Control	LS					1
40	Inspection Crew Days	DAYS					-
41	Salvage Existing Signs	LS					1
42	Sign Base	SF					20
43	Sign Post, U-Channel	LF					60
44	Tree Protection, 3' Dia. Or Greater	EA					10
45	Maple, 3"	EA					10
46	Topsoil, 3"	CY					175
47	Sod, Class A	SY					700
48	Silt Fencing, 18" Height	LF					530
49	Inlet Filter, 24" Tuck-in Type	EA					3
	SUBTOTAL GENERAL PAY ITEMS						

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SEAL

PROJECT
City of Birmingham
Park Ave, Brookside Ave & Ravine Road Wall Replacement
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151 Martin Street
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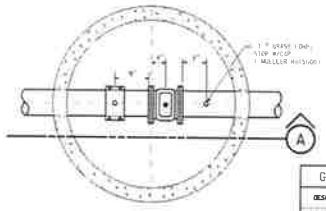
SHEET
Quantities

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED

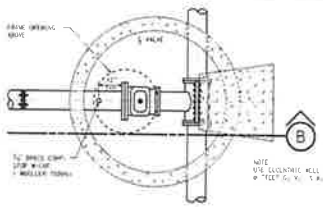
DRAWN BY: D. Auricchio
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: June 5, 2025
SCALE: N.T.S.

NFE JOB NO: O608
SHEET NO: Q1

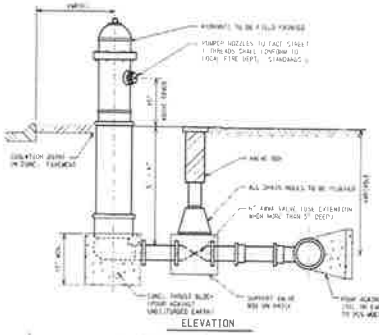


GATE WELL PLAN

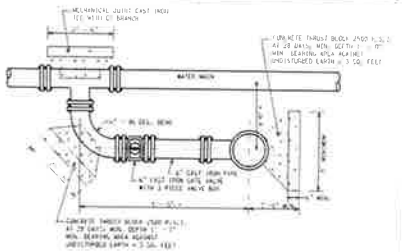
GATE WELL SCHEDULE			
DESCRIPTION	DIM.	PIPE DIA. 8" & 6"	INCHES 12"	16"
INSIDE DIA.	A	60"	72"	72"
WALL THICK.	B	5"	7"	7"
VALVE BLOCK THICK.	C	6"	8"	8"



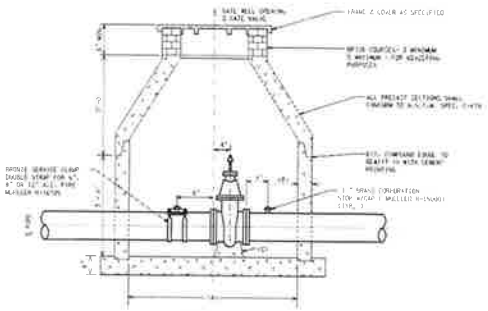
TAPPING SLEEVE, VALVE & WELL PLAN



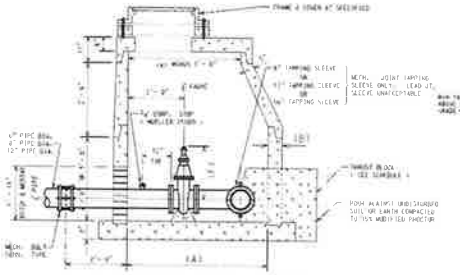
ELEVATION



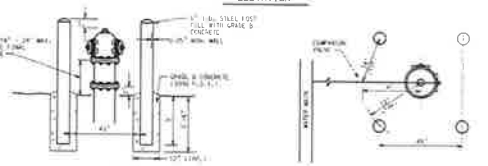
"L" HYDRANT CONNECTION



SECTION "A" GATE WELL

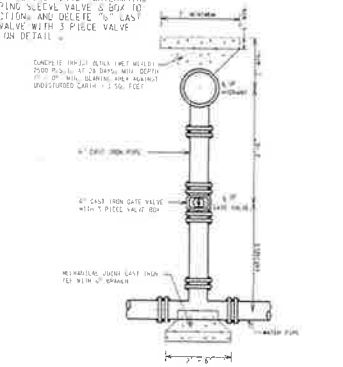


SECTION "B" TAPPING SLEEVE, VALVE & WELL



FIRE HYDRANT GUARD POSTS DETAIL

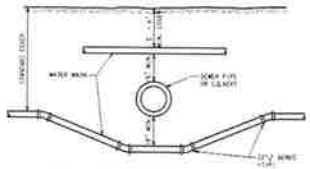
NOTE: FOR CONSTRUCTION OF NEW FIRE HYDRANT TO EXISTING "LIVE" WATERMAIN, USE 6" TAPPING SLEEVE, VALVE & BOX TO MAKE CONNECTION, AND DELETE "6" CAST IRON GATE VALVE WITH 3 PIECE VALVE AS SHOWN ON DETAIL.



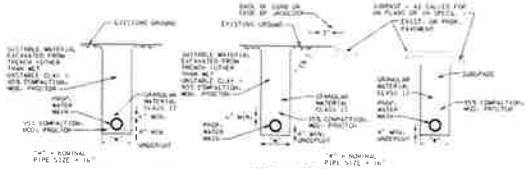
STRAIGHT HYDRANT CONNECTION



DITCH AND STREAM CROSSING



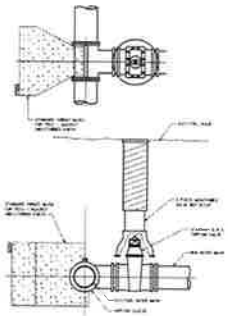
SEWER OR CULVERT CROSSING



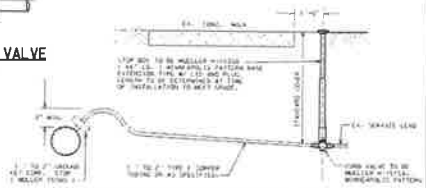
PROP. WATER MAINS NOT UNDER PAVED SURFACE

PROP. WATER MAINS UNDER PAVED SURFACE OR WITHIN INFLUENCE OF PAVED SURFACE

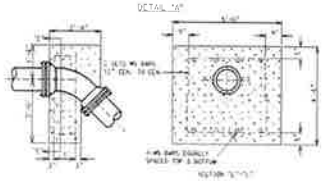
BEDDING DETAILS



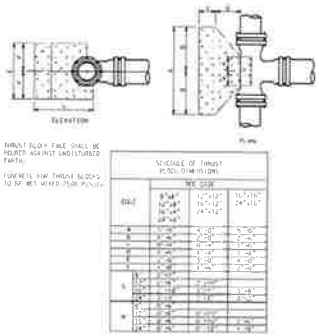
TAPPING SLEEVE & VALVE W/VALVE BOX



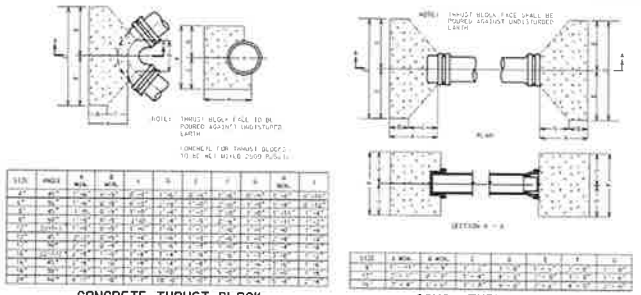
WATER SERVICE CONNECTION (TYP)



VERTICAL BEND THRUST BLOCKS FOR 8"-12" MAINS



CONCRETE THRUST BLOCK FOR TEES



CONCRETE THRUST BLOCK FOR BENDS

CONC. THRUST BLOCKS FOR PLUGS & CAPS

City of Birmingham

151 MARTIN STREET BIRMINGHAM, MICHIGAN 48012

WATER MAIN STANDARD DETAILS

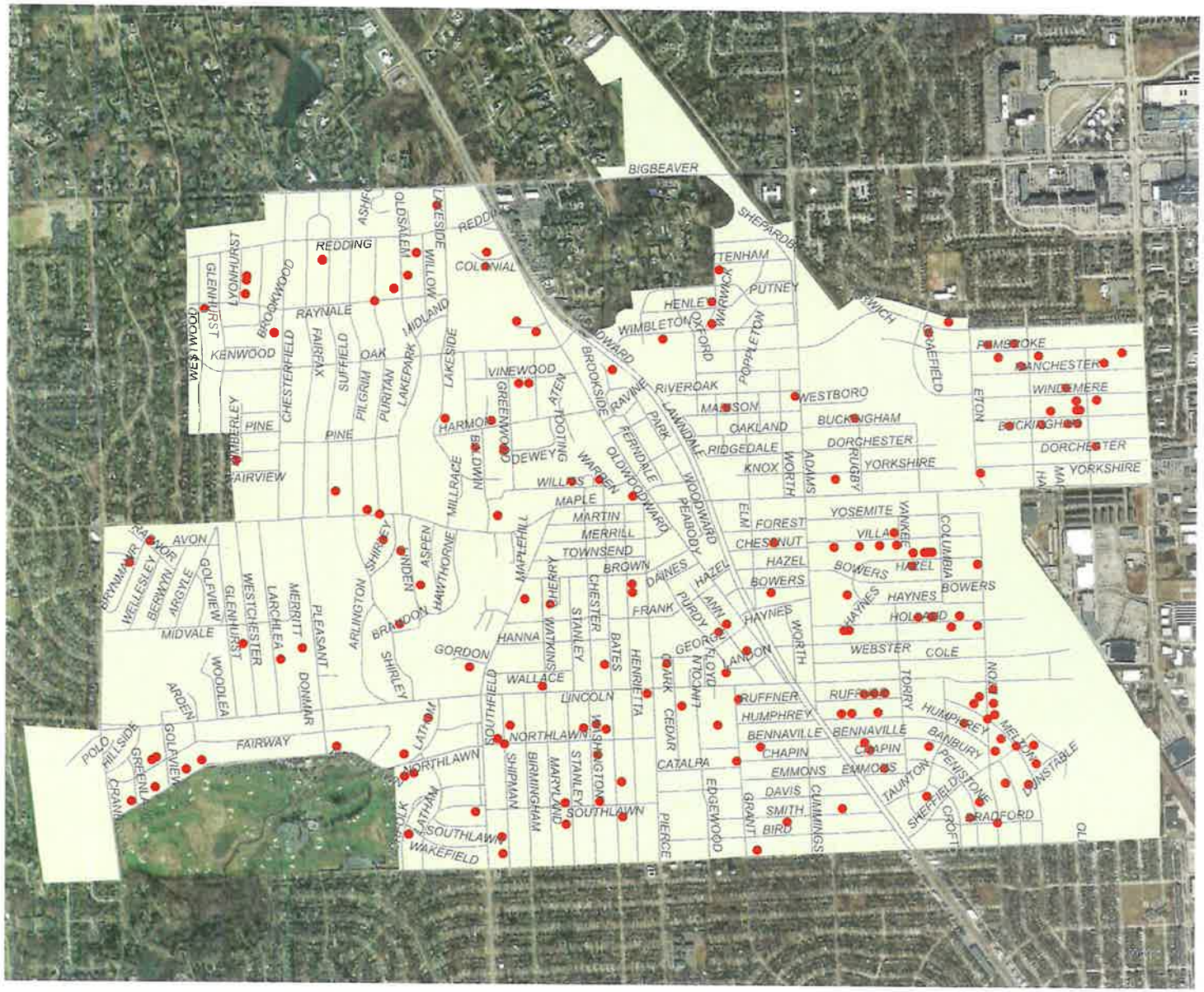
WM-1

APPENDIX B

Map of Work Areas, Cross-sections, and List

Division 4:
Trench Repairs

List of Working Areas



BIRMINGHAM
A WALKABLE CITY

2025/2026 Resurfacing Program

Legend

- Trench Repair Locations

1 Inch = 1,500 Feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

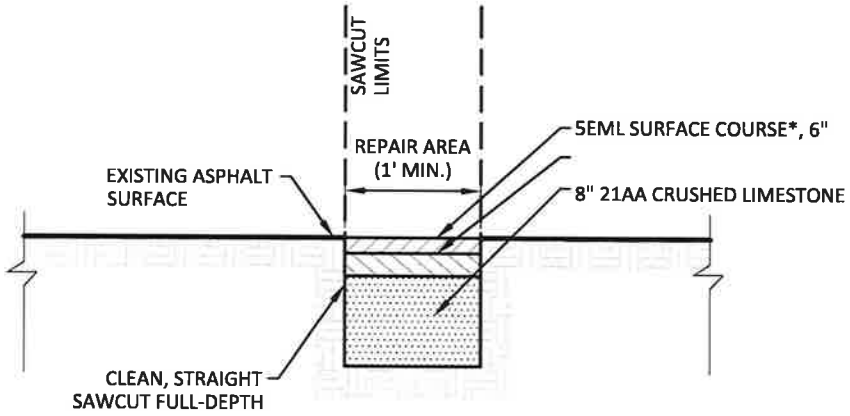
The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham

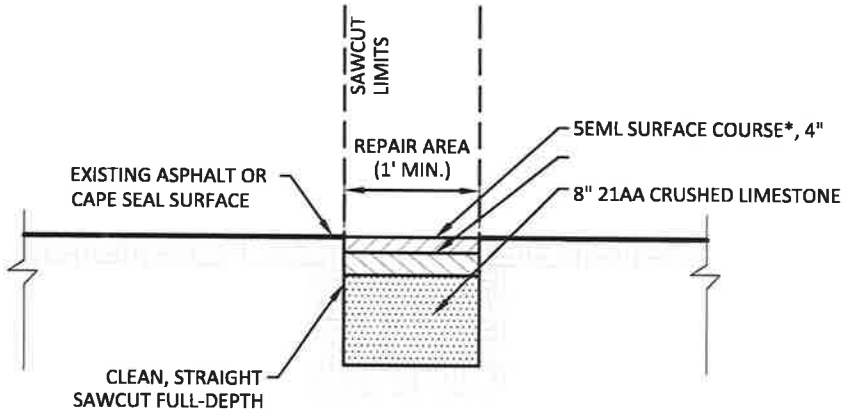
Scattered List														
NO.	ADDRESS	STREET	ROAD TYPE	TYPE OF WORK	PROGRAM	Curb	STREET			SIDEWALK			NOTES
						Length (ft)	Width (ft)	Length (ft)	Area (SF)	Width (ft)	Length (ft)	Area (SF)	
1	751	Ann St	Asphalt	S/W Trench Maintence	2025 Asphalt Program	11	11	26	286				
2	907	Ann St	Asphalt	S/W Trench Maintence	2025 Asphalt Program		6.4	25	160				
3	1748	Banbury Rd	Cape Seal	S/W Trench Maintence	2024 Concrete Program	61	25	19	475				Trench Maint_Three curb areas, asphalt rd.
4	748	Benville Ave	Asphalt	S/W Trench Maintence	2025 Asphalt Program	5	5	14	70				
5	1368	Benville Ave	Asphalt			40	24	11	264				Full width road/both sides curb
6	547	Bloomfield Ct	Asphalt	2023 S/W Trench Maintence	2025 Asphalt Program		12.1	27	326.7				
7	656	Bloomfield Ct	Asphalt	2023 S/W Trench Maintence	2025 Asphalt Program		5.2	11	57.2				
8	874	Bowers Ave	Asphalt		-		6	6	36				Take off - Have not pay trench maintence
9	1875	Bradford Rd	Asphalt	S/W Trench Maintence	Asphalt	10	11	8	88	5	12	60	Trench Maintence
10	300	Bryn Mawr	asphalt	sewer repair	DPS Trench Maint List	6	10	60	600				Trench Maintenance for Contractor
11	1381	Buckingham Ave	asphalt	Damaged curb		16			0				NW Corner Buckingham and Rugby
12	2182	Buckingham Ave	Asphalt	S/W Trench Maintence	2025 Cape Seal Program		4.6	19	87.4				Road repair with 2025 Cape Seal Program
13	2352	Buckingham Ave	Asphalt				7	11	77				Square asphalt patch in Road
14	2409	Buckingham Ave	asphalt	S/W Trench Maintence	2025 Asphalt Program		15	6	90				
15	2498	Buckingham Ave	Asphalt	S/W Trench Maintence	2025 Asphalt Program		6	16	96				
16	2548	Buckingham Ave	Asphalt	Water Main Break			7	10	70				
17			Asphalt			22	8	22	176				Conc. Curb and asphalt road
18	2549	Buckingham Ave	asphalt	S/W Trench Maintence	2025 Asphalt Program		15	6	90				
19	2577	Buckingham Ave	Asphalt	2023 S/W Trench Maintence	2025 Asphalt Program		10	19	190				
20	2756	Buckingham Ave	Asphalt		-		8.2	11	90.2				
21	591	Catalpa Dr	Asphalt	S/W Trench Maintence	2025 Asphalt Program	19			0				2024 Resurfacing Punchlist
22	1215	cedar	asphalt	back yard storm	DPS Trench Maint List		6	8	48	5	10	50	builder on record is supposedly replacing road and sidewalk,will need to check
23	1532	CHELTENHAM RD	asphalt	S/W Trench Maintence	2025 Asphalt Program	5	20	5	100	5	11	55	
24	927	CHESTNUT ST	Asphalt	S/W Trench Maintence	2025 Asphalt Program		10	23	230	5	20	80	
25	815	Colonial Ct	asphalt	c.b. repair	DPS Trench Maint List	9	6	9	54				dps catch basin repair
26	816	Colonial Ct	Asphalt	Catch Basin Repair	2025 Asphalt Program	16	5	8	40				Conc. Curb and asphalt road
27	1826	Derby	Asphalt	S/W Trench Maintence	2025 Asphalt Program		1	20	20				2024 Resurfacing Punchlist
28	1921	derby	asphalt	disconnect at main	DPS Trench Maint List		4	6	24				dps disconnected service
29	2630	Dorchester	asphalt	water /sewer tap	DPS Trench Maint List	5	5	30	150				N and J excavating /new services Full width asph. rd repair conc. curb south
30	2233	Dunstable Rd	Asphalt	S/W Trench Maintence			12	6	72				
31	1388	E Melton Rd	Asphalt	S/W Trench Maintence	2025 Asphalt Program		4	14	56				
32	1662	E Melton Rd	Asphalt	S/W Trench Maintence	2025 Asphalt Program		5	15	75				
33	1455/62	Emmons Ave	Asphalt		2025 Asphalt Program	25	10	26	260				Request from Homeowner to fix Street and Curb
34	2344	Fairway Dr	Asphalt	S/W Trench Maintence	2025 Asphalt Program		3	6	18				
35	172	George St	Asphalt	S/W Trench Maintence	2025 Asphalt Program	10	11	16	176				
36	935	Gordan Lane	Asphalt	Water Main Break			10	10	100				
37	395	Greenwood Blvd	Asphalt	S/W Trench Maintence	2025 Asphalt Program	7	11	25	275				
38	407	GREENWOOD BLVD	Asphalt	S/W Trench Maintence	2025 Asphalt Program		9	25	225				
39	788	Harmon	Asphalt	S/W Trench Maintence	2025 Asphalt Program	6			0				2024 Resurfacing Punchlist (BB Nov/2025)
40	1336	haynes	asphalt	sanitary/storm/water	DPS Trench Maint List	12	6	28	168	5	25	125	
41	1731	Hazel	Asphalt	S/W Trench Maintence	2025 Asphalt Program	7			0				2024 Resurfacing Punchlist
42	1998	hazel	cement	water /sewer service	DPS Trench Maint List	8	4	27	108	5	5	25	contract excavating installed water/sewer
43	1673	Hazel Ave	Asphalt	S/W Trench Maintence	2025 Asphalt Program	5.6	6	28	168				
44	1684	Hazel Ave	Asphalt	2022 S/W Trench Maintence	2025 Asphalt Program		6	9	54				
45	1753	Hazel Ave	Asphalt	S/W Trench Maintence	2025 Asphalt Program		5	7	35				Additiol area
46			Asphalt	S/W Trench Maintence	2025 Asphalt Program	4	4	28	112	4	36	144	Full width asphalt road, curb on north, conc. Sidewalk
47	1777	Hazel Ave	Asphalt	S/W Trench Maintence	2025 Asphalt Program	5	5	28	140				Full width asphalt road, curb on north
48	587	Henley Dr	Asphalt	S/W Trench Matlince	2025 Asphalt Program		5	10	50				
49	535	Henrietta St	Asphalt	S/W Trench Maintence	2025 Asphalt Program		6	6	36				
50	571	HENRIETTA ST	Asphalt	S/W Trench Maintence	2025 Asphalt Program	8	8	12	96				
51	1324	holland	asphalt	sewer/water tap	DPS Trench Maint List	4	5	21	105	5	5	25	approach at1342 was damaged by contract excavators crew
52	1695	Holland	Asphalt	CB Repair		5	6	30	180				
53	1759	holland	asphalt	water-storm	DPS Trench Maint List	6	6	24	144	5	10	50	contract excavating installed water/sewer
54	1840	holland	asphalt	water tap	DPS Trench Maint List	7	7	11	77	5	5	25	milford contracting installed new 1" copper service
55	1292	Holland Ave	Asphalt	S/W Trench Maintence	2025 Asphalt Program		8	8	64				Additiol area
56			Asphalt		2025 Asphalt Program	5	5	27	135				Full width asphalt road, curb on north
57	1324	Holland Ave	Asphalt				4	7	28				
58	1751	Holland Ave	Asphalt	2021 S/W Trench Maintence	2025 Asphalt Program		6	7	42				
59	1759	Holland Ave	Asphalt		-		9	12	108				
60	1840	Holland Ave	Asphalt		-		7	11	77				
61	1885	Holland Ave	Asphalt	S/W Trench Maintence	2025 Asphalt Program	12.9	11	28	308				
62	1974	Holland Ave	Asphalt	2022 S/W Trench Maintence	2025 Asphalt Program		9	9	81				
63	1243	Humphrey Ave	Asphalt	S/W Trench Maintence	2025 Asphalt Program	5	24	12	288				Full width asphalt road, curb on north, conc. Sidewalk (BB Nov/2025)
64			Asphalt	S/W Trench Maintence	2025 Asphalt Program	9.4	10	6	60				Additional Area
65	1307	Humphrey Ave	Asphalt	S/W Trench Maintence	2025 Asphalt Program	6.5	7	23	161				

Scattered List													
NO.	ADDRESS	STREET	ROAD TYPE	TYPE OF WORK	PROGRAM	Curb	STREET			SIDEWALK			NOTES
						Length (ft)	Width (ft)	Length (ft)	Area (SF)	Width (ft)	Length (ft)	Area (SF)	
66	1459	HUMPHREY AVE	asphalt	S/W Trench Maintence	2025 Asphalt Program	9	9	25	225	4	28	112	
67	1845	HUMPHREY AVE	asphalt	S/W Trench Maintence	2025 Asphalt Program	20	20	10	200	5	50	250	
68	345	Kimberley Rd	Asphalt	S/W Trench Maintence	2025 Asphalt Program	10.4	15	11	165				
69	1141	LAKE PARK DR	asphalt	S/W Trench Maintence	2025 Asphalt Program		6	21	126	5	53	265	
70	1192	Lake Park Dr	Asphalt	2023 S/W Trench Maintence	2025 Asphalt Program		4	31	124				
71	1551	Lakeside Rd	Asphalt	S/W Trench Maintence	2025 Asphalt Program		25	15	375				Large area in cape seal road, two sidewalk areas
72	504	Landon St	Asphalt	2023 Trench Maintence	2025 Asphalt Program		9	11	99				
73	827	Larchlea Dr	Asphalt	S/W Trench Maintence	2025 Asphalt Program		8	20	160				
74	1230	Latham	Asphalt		2024 Asphalt Program			10	0				Was not complete during the 2024 Resurfacing Program
75	252	LINDEN RD	Asphalt	S/W Trench Maintence	2025 Asphalt Program	10	5	10	50	5	5	25	
76	455	Linden Rd	Asphalt	2023 Trench Maintence	2025 Asphalt Program		6	20	120				
77	1142	Lyonhurst	Asphalt	S/W Trench Maintence	2025 Asphalt Program	11	8	12	96				2024 Resurfacing Punchlist
78	1244	Lyonhurst Rd	Cape Seal	Water Main Break	2025 Asphalt Program		12	16	192				Cape seal
79	1260	Lyonhurst Rd	Cape Seal	S/W Trench Maintence	2025 Asphalt Program		21	12	252				Full width road curb is done
80	655	Madison Ave	Asphalt	2023 S/W Trench Maintence	2025 Asphalt Program	6.5	7	26	182				
81	2263	Manchester Rd	Asphalt	S/W Trench Maintence	2025 Asphalt Program	18	20	15	300				Large area in asphalt road, curb on north, conc. sidewalk
82	2713	Manchester Rd	Asphalt	S/W Trench Maintence - Not Completed Yet	-	16	28	10	280				Trench Maint paid but services were not installed at this time
83	1604	Mansfield Rd	asphalt	S/W Trench Maintence	2025 Asphalt Program	4	7.5	4	30				
84		Maple And Puritan	Asphalt	Water Main Break			6	6	36				
85		Melton And Eton	Asphalt	Water Main Break			11	16	176				
86	1829	Norfolk	Cape Seal	Water Main Break			7	13	91				
87	1570	northlawn	asphalt	water/sewer tap	DPS Trench Maint List	18	9	24	216	5	20	100	D, Angelo Brothers water/sewer tap
88	2190	Northlawn	asphalt	S/W Trench Maintence	2025 Asphalt Program		5	13	65				
89	2348	Northlawn	Asphalt	S/W Trench Maintence	2025 Asphalt Program		4	20	80				2024 Resurfacing Punchlist
90	2266	Northlawn Blvd	Asphalt	S/W Trench Maintence - Not Completed Yet	-		5	9	45				Trench Maint paid but services were not installed at this time
91	2428	Northlawn Blvd	Asphalt	S/W Trench Maintence	2025 Asphalt Program		10	19	190				
92	2148	pembroke	asphalt	sewer repair	DPS Trench Maint List		5	11	55				Aarons excavating sewer repair
93	2237	pembroke	asphalt	water tap	DPS Trench Maint List		4	25	100				dps installed water service
94	2093	Pembroke Rd	Asphalt	S/W Trench Maintence - Not Completed Yet	2025 Asphalt Program	40	28	18	504				Trench Maint_Two curb areas, asphalt rd.
95	2148	PEMBROKE RD	asphalt	S/W Trench Maintence	2025 Asphalt Program		10	6	60				
96	2237	Pembroke Rd	Asphalt	S/W Trench Maintence	2025 Asphalt Program	6	9	27	243				Trench Maint_curb and asphalt rd.
97	2354	PEMBROKE RD	asphalt	S/W Trench Maintence	2025 Asphalt Program		11	7	77				
98	2806	Pembroke Rd	Asphalt	S/W Trench Maintence	2025 Asphalt Program		9	27	243				Trench Maint_curb and asphalt rd.
99	1717	penistone	asphalt	sanitary/storm/water	DPS Trench Maint List	6	6	16	96	5	15	75	
100	1128	Pierce St	asphalt	S/W Trench Maintence	2025 Asphalt Program	5	5	7	35				
101	760	pleasant	asphalt	backyard storm service	DPS Trench Maint List		7	8	56	5	15	75	gv excavating installed backyard storm
102	133	Puritan Ave	Asphalt	Water Main Break	2025 Asphalt Program		7	6	42				Westbound lane of Maple NW corner of Puritan
103	2338	Radnor St	asphalt	sewer repair	DPS Trench Maint List	14	12	14	168	5	5	25	nelson bro's sewer repair
104	1088	Rivenoak Ave	asphalt	S/W Trench Maintence	2025 Asphalt Program	8	4	6	24	4	10	40	
105	1375	Ruffner Ave	asphalt	S/W Trench Maintence	2025 Asphalt Program	6	6	18	108	4	38	152	
106	1439	Ruffner Ave	Asphalt	2023 S/W Trench Maintence	2025 Asphalt Program		6	6.3	37.8				
107	1507	Ruffner Ave	Asphalt	S/W Trench Maintence	2025 Asphalt Program	10	10	23	230				10' Curb, 10'x23' asphalt area (BB Nov/2025)
108	936	S Bates St	Asphalt	S/W Trench Maintence	2025 Asphalt Program		10	11	110				
109	1123	S Eton St	asphalt	Sewer		10	19.5	10	195	5	9.5		SIDEWALK MISSING NEAR ADDRESS / FILLED WITH SAND AND GRAVEL FOR MONTHS
110	1332	S. Bates St	Asphalt			20	10	12	120				West side of Bates at 1332
111	1751	S. Bates St	Asphalt				14	42	588				Large asph. Repair with odd size cape seal area in center
112	1587	S. Bates St	Asphalt	S/W Trench Maintence	2025 Asphalt Program	22	11	29	319				
113	1154	S. Eton St	Asphalt	Sewer Repair			9	17	153				
114	1193	S. Eton St	Asphalt		2024 Asphalt Program		7	4	28				Not completed during 2024 Asphalt Program
115	1275	S. Eton St	Asphalt				18	18	324				SB Eton at Melton
116	1455	S. Eton St	Asphalt	S/W Trench Maintence	2025 Asphalt Program	5	6	19	114				
117	1287	Shipman Blvd	asphalt	water main break	DPS Trench Maint List	10	10	10	100				dps repaired water main
118	1360	Shipman Blvd	asphalt	water main break	DPS Trench Maint List		10	12	120				dps repaired water main
119	1850	Shipman Blvd	Asphalt	S/W Trench Maintence	Asphalt		10	9	90				
120	1932	Shipman Blvd	asphalt	S/W Trench Maintence	2025 Asphalt Program	6	18	6	108	4	38	152	
121	1275	Smith Ave	asphalt	sewer repair	DPS Trench Maint List		6	16	96				Aarons excavating repair
122	583	Southfield Rd	Asphalt	S/W Trench Maintence	2025 Asphalt Program		22	10	220				Two curb areas, two SW areas, full width asphalt road
123	1690	stanley	asphalt	water main repair	DPS Trench Maint List	19	12	26	312				dps repaired road,needs curb replaced
124	1782	Stanley Blvd	Asphalt	S/W Trench Maintence	2025 Asphalt Program		10	16	160				
125			Asphalt	S/W Trench Maintence	2025 Asphalt Program	20	16	6	96				In southbound lane of BLVD (west side)
126	236	SUFFIELD AVE	Asphalt	S/W Trench Maintence	2025 Asphalt Program		3	20	60				
127	1628	TAUNTON	Asphalt	S/W Trench Maintence	2025 Asphalt Program	20	10	22	220	6	10	60	
128	610	TOTTENHAM RD	Asphalt	S/W Trench Maintence	2025 Asphalt Program		24	20	480				
129	1583	Villa	Asphalt				6	16	96				On Yankee at 1583 Villa
130	619	Vinewood	Asphalt	S/W Trench Maintence	2025 Asphalt Program		7	19	133				2024 Resurfacing Punchlist

Scattered List														
NO.	ADDRESS	STREET	ROAD TYPE	TYPE OF WORK	PROGRAM	Curb	STREET			SIDEWALK			NOTES
						Length (ft)	Width (ft)	Length (ft)	Area (SF)	Width (ft)	Length (ft)	Area (SF)	
131	663	VINEWOOD AVE	Asphalt	S/W Trench Maintence	2025 Asphalt Program		12	20	240				Full width asph. Repair cape seal rd (west area)
132			Asphalt	S/W Trench Maintence	2025 Asphalt Program		7	4	28				Asph. Repair (east area)
133	608	W LINCOLN AVE	Asphalt	S/W Trench Maintence	2025 Asphalt Program		8	12	96				
134	1909	W Melton Rd	Asphalt	S/W Trench Maintence	2025 Asphalt Program		6	14	84				
135	1291	Washington Blvd	Asphalt	S/W Trench Maintence	2025 Asphalt Program	23	18	11	198				Large asphalt area, curb on east side, conc. sidewalk
136	1322	Washington Blvd	Asphalt	S/W Trench Maintence	2025 Asphalt Program	12	24	11	264				Large asphalt area, curb on west side, conc. sidewalk
137	1465	Washington Blvd	Asphalt	S/W Trench Maintence	2025 Asphalt Program	10	11	10	110				Asph. Patch, conc. Curb east side (north area)
138			Asphalt	S/W Trench Maintence	2025 Asphalt Program		25	4	100				Full width asph. Road patch, conc. (south area)
139	1695	Washington Blvd	Asphalt	Water Main Break	2025 Asphalt Program		12	16	192				Asphalt Repair
140	631	Watkins St	Asphalt	S/W Trench Maintence	2025 Asphalt Program	16	18	21	378				Large asphalt area, curb on west side
141	732	WESTCHESTER WAY	Asphalt	S/W Trench Maintence	2025 Asphalt Program		18	21	378				
142	1090	Westwood Dr	Asphalt	2023 S/W Trench Maintence	2025 Asphalt Program	10.7	11	22	242				
143		Willits St	Asphalt	S/W Trench Maintence	2025 Asphalt Program		11	23	253				
144	468		Asphalt	S/W Trench Maintence	2025 Asphalt Program		6	5	30				
145	2487	Windemere Rd	Asphalt	S/W Trench Maintence	2025 Asphalt Program	22	31	11	341	5	35	175	
146	2546	Windemere Rd	Asphalt	S/W Trench Maintence	2025 Asphalt Program		25	8	200				
147	2648	Windemere Rd	Asphalt	S/W Trench Maintence			11	6	66				
148	895	Worthington	Asphalt				4	14	56				Cape seal repair
149	1260	Yorkshire Rd	Asphalt	S/W Trench Maintence	2025 Asphalt Program		8	12	96				
150	2020	Yorkshire Rd	Cape Seal	S/W Trench Maintence	2025 Asphalt Program		20	12	240				
151	752	Ann St	asphalt	water/sewer tap	DPS Trench Maint List	9	9	18	162	5	15	75	Den-Man water -sewer-storm tap
152	North East corner Sheffield & Melton		asphalt	catch basin repair	DPS Trench Maint List	7	5	7	35				DPS REPAIR
153	Northlawn And Shipman		Asphalt	Water Main Break			10	24	240				Asph. Repair NE corner
154	Northlawn And Shipman		Asphalt	Water Main Break			14	22	308				Centerline of Shipman north line of Northlawn
155	Puritan And Rayle		Cape Seal	Water Main Break	Asphalt		15	17	255				
156	S Eton & Bradford		asphalt	S/W Trench Maintence	2024 Asphalt Program		9	10	90				Incompleted 2024 Asphalt Program item
157	St James Park		Asphalt	Water Main Break	2025 Asphalt Program		10	12	120				SE corner of parking lot on Floyd St.



REPAIRS IN EXISTING MAJOR ROADS

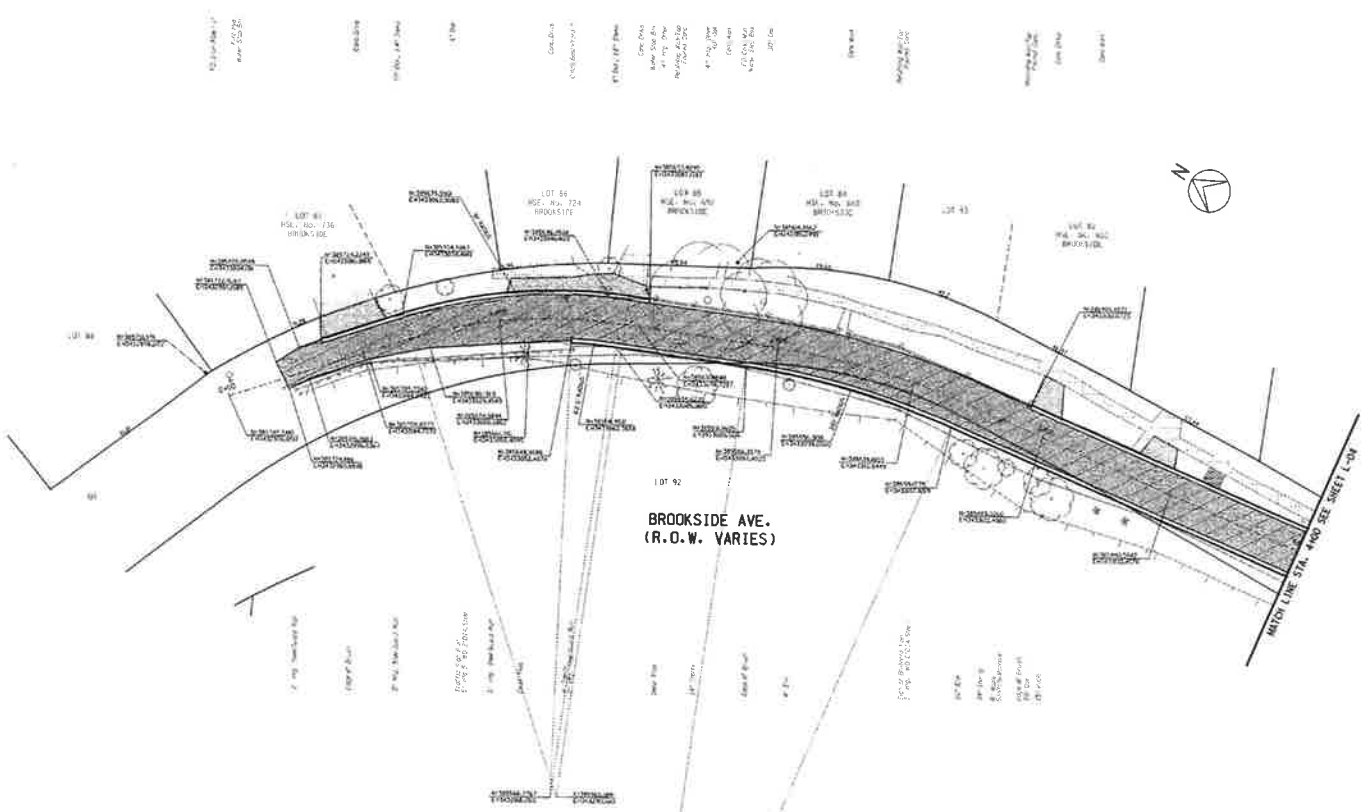


REPAIRS IN EXISTING LOCAL ROADS OR CAPE SEAL SURFACE

APPENDIX C

Plans

Division 2:
Pavement Rehabilitation



City of Birmingham

ENGINEERING DEPARTMENT
151 Martin Street
Birmingham, Michigan
Ph.(248) 644-3865

HRC
HUBBELL, ROTH & CLARK, INC
Consulting Engineers

2-29-08	CONSTRUCTION LAYOUT
12-3-07	REVISED PER BSEA
8-29-07	ISSUED FOR PRELIMINARY REVIEW
6-25-07	ISSUED FOR UTILITY REVIEW
DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	A.A.S.
DRAWN	A.A.S.
CHECKED	A.A.S.
APPROVED	R.E.A.

CITY OF BIRMINGHAM

RESIDENCE PARK SUBDIVISION RECONSTRUCTION

OAKLAND COUNTY — MICHIGAN

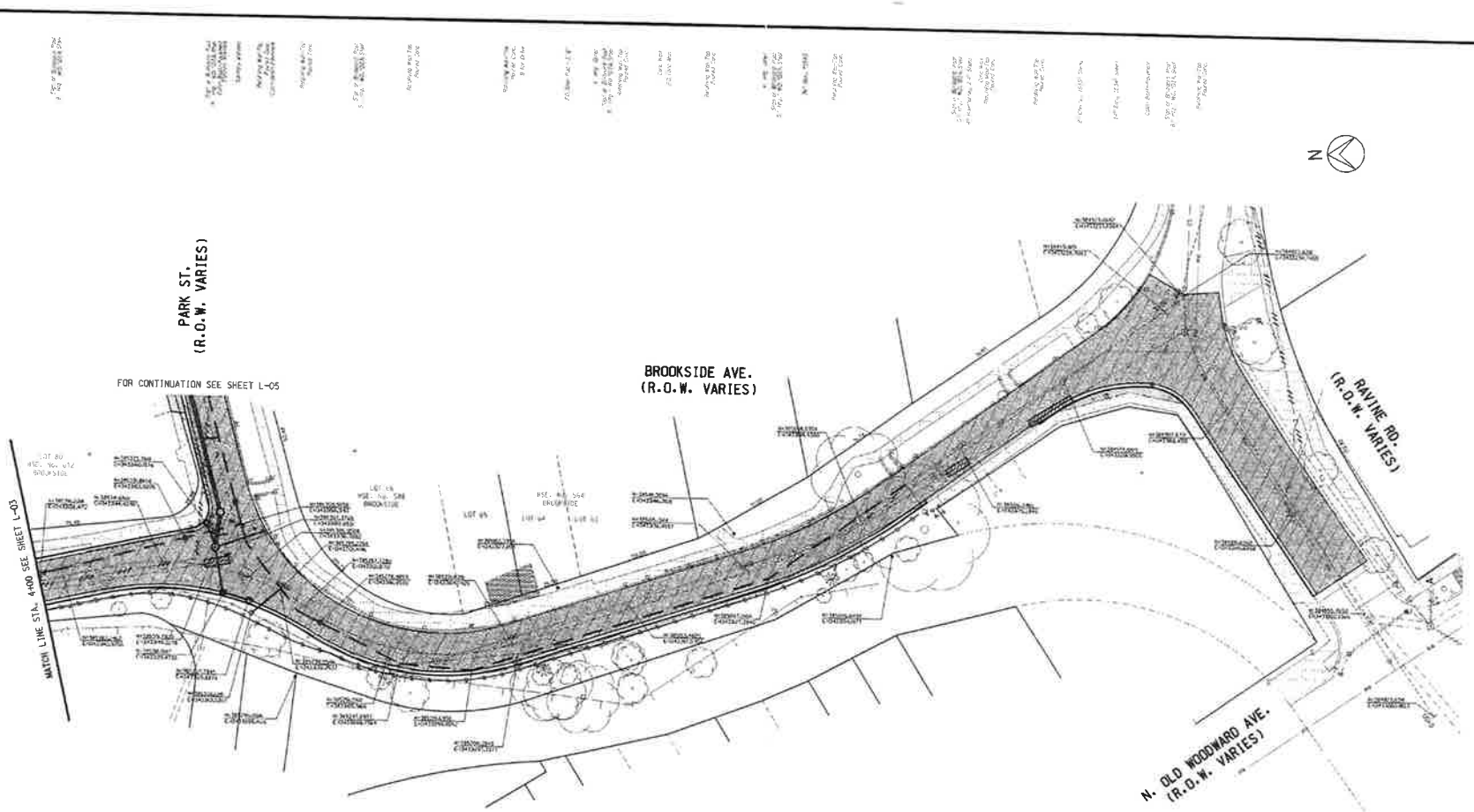
BROOKSIDE AVENUE
CONSTRUCTION LAYOUT

HRC JOB NO. 20050211	SCALE 1" = 20' (H&V)
DATE JUNE 2007	SHEET NO. RL-03

NOTICE!
WATER AND SEWER SERVICES ARE SHOWN BASED UPON AVAILABLE CITY RECORDS, WHICH MAY BE INCOMPLETE. FOR THOSE BUILDINGS THAT DO NOT HAVE SERVICE RECORDS AVAILABLE, NO SERVICES ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THE RECONNECTION OF ALL EXISTING SERVICES AS REQUIRED.

NOTICE!
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY WERE BEEN TAKEN FROM VISUAL OBSERVATIONS AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE OF SAME OR SHOULD BE ASSUMED AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION ACTIVITIES.

3 FULL WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171



City of Birmingham

ENGINEERING DEPARTMENT
151 Martin Street
Birmingham, Michigan
Ph.(248) 644-3865

HRC
HUBBELL, ROTH & CLARK, INC
Consulting Engineers

555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824

PHONE: (248) 454-6300
FAX (Tel. Floor): (248) 454-6312
FAX (Bnd. Floor): (248) 338-2482
WEB SITE: http://www.hrc-engr.com

2-23-08	CONSTRUCTION LAYOUT
12-3-07	ISSUED FOR BIDS
9-28-07	ISSUED FOR PRELIMINARY REVIEW
9-25-07	ISSUED FOR UTILITY REVIEW
DATE	ADDITIONAL MAKE-UP REMARKS
DESIGNED	A.A.K.
DRAWN	A.A.K.
CHECKED	J.J.S.
APPROVED	R.M.A.

CITY OF BIRMINGHAM

RESIDENCE PARK SUBDIVISION RECONSTRUCTION

OAKLAND COUNTY

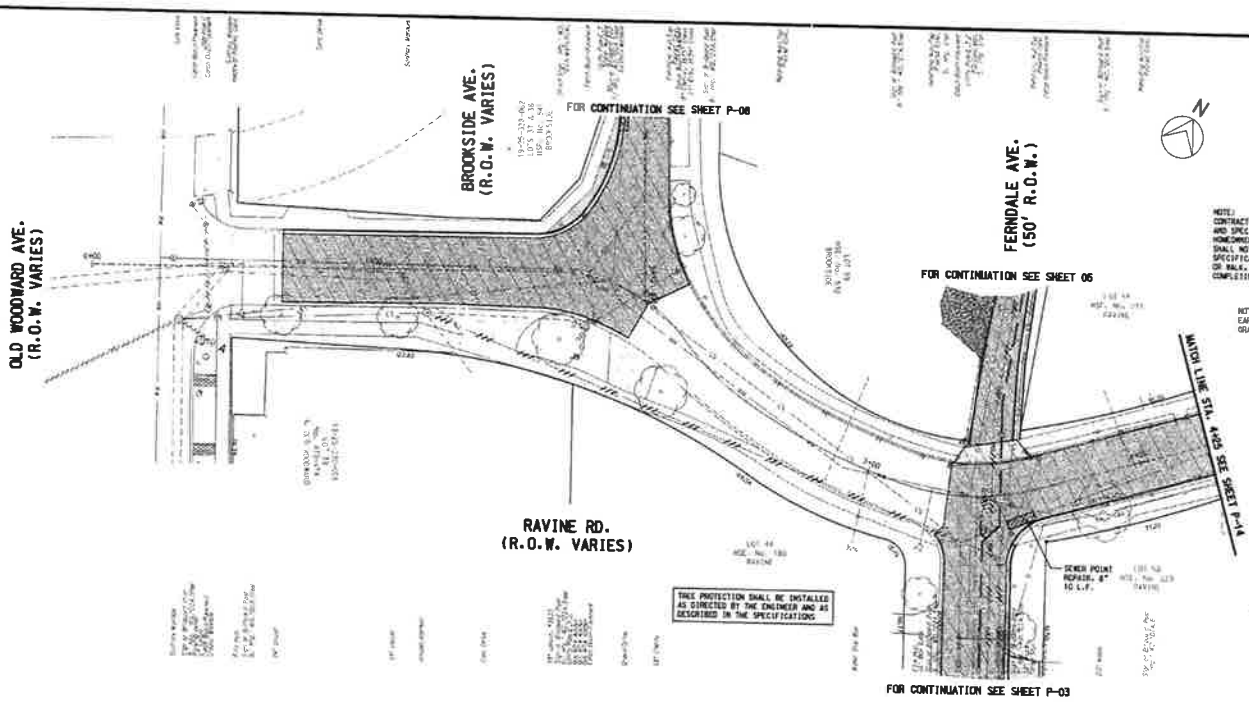
BROOKSIDE AVENUE
CONSTRUCTION LAYOUT

HRC JOB NO. 20050215	SCALE 1"= 20' HOR.
DATE JULY 2007	SHEET NO. L-04

WATER AND SEWER SERVICES ARE SHOWN BASED UPON AVAILABLE CITY RECORDS, WHICH MAY BE INCOMPLETE. FOR THOSE BUILDINGS THAT DO NOT HAVE SERVICE RECORDS AVAILABLE, NO SERVICES ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THE RECONNECTION OF ALL EXISTING SERVICES AS REQUIRED.

ALL EXISTING UTILITIES SHOWN ON THIS DIMENSIONAL SURVEY HAVE BEEN TAKEN FROM FIELD OBSERVATIONS, AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR IMPLIED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION ACTIVITIES.

3 FULL WORKING DAYS BEFORE YOU DIG CALL MISS DIG: 1-800-482-7171



NOTE:
CONTRACTOR SHALL COORDINATE WITH CITY AND HOMEOWNERS TO ALLOW REMOVAL OF BRICK PAVERS AND SPECIAL LANDSCAPING FROM AREA OF WORK BY THE HOMEOWNER. ITEMS NOT REMOVED BY THE HOMEOWNER SHALL BE REMOVED BY THE CONTRACTOR AND BE PROPERLY DISPOSED OF. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR REPLACEMENT OF BRICK PAVERS OR SPECIAL LANDSCAPING UNLESS SPECIFICALLY NOTED OTHERWISE. IF A HOMEOWNER IS TO REPLACE BRICK PAVER DRIVE APPROACH OR WALK, CONTRACTOR SHALL PROVIDE MAINTENANCE AGGREGATE (MDOT 21AA LIMESTONE) UPON COMPLETION OF WORK TO ALLOW SAFE ACCESS TO DRIVEWAYS OR WALKS.

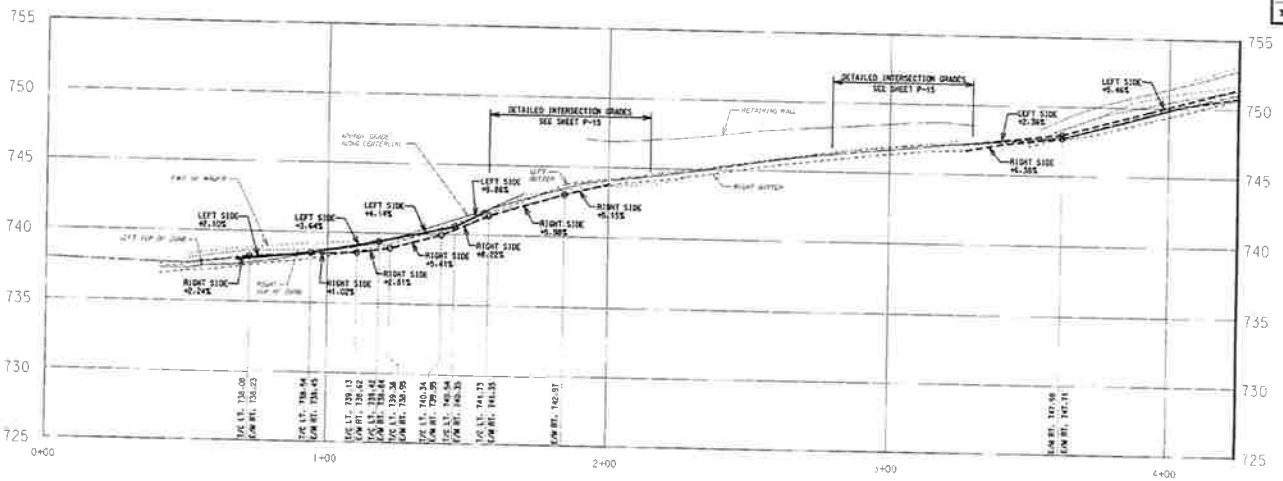
NOTE:
EARTH EXCAVATION OR FILL REQUIRED TO ACHIEVE DESIGN GRADES SHALL BE COMPLETED UNDER STATION GRADING.

NOTES:
1. ALL LAWN AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED WITH CLASS A SOD ON 3" OF SCREENED TOPSOIL.
2. SAWCUT EXISTING PAVEMENT, CURB & GUTTER, SIDEWALK AND DRIVEWAYS AT LIMITS SHOWN PRIOR TO REMOVAL OF SUCH SURFACES.
3. TYPICAL WOODWARD AVE. EXTENSION: 20 LF IN EACH DIRECTION FROM ALL DRAINAGE STRUCTURES. LENGTH OF UNDERDRAIN CAN BE REDUCED OR LENGTH EXTENDED BEYOND INDICATED LIMITS SHOWN OR AS CONFLICT WITH UTILITIES, WHERE THEY MEET, AS

PAVING QUANTITY NOTES:
1. ABOVE STRUCTURE QUANTITY FOR DRIVEWAYS NOT BEING MODIFIED OR ABOVE OR OTHER WORK UNDER THIS CONTRACT.
2. STRUCTURE REMOVAL AND REPLACEMENT QUANTITIES ARE INCLUDED ON SEWER & WATER SHEETS IN THE PLANS.
3. MEANS TO REPLACE ZONE CURB & GUTTER IS FOR REPAIR OF DAMAGED PORTIONS OF EX. CURB AS SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER.

PAVING QUANTITIES THIS SHEET

NO.	DESCRIPTION	UNIT	QTY.
1	STATION GRADING	STA	2.0
2	AGGREGATE BASE, MDOT 21AA LIMESTONE	SY	630
3	BITUMINOUS MIX. NO. 3C (LEVELING)	TON	111
4	BITUMINOUS MIX. NO. 13A (WEARING)	TON	68
5	BITUMINOUS WEDGING	TON	40
6	CONCRETE CURB & GUTTER, 6" ROLL CURB	LF	110
7	CONCRETE SIDEWALK, 4"	SF	32



LEGEND
A. EXISTING BITUMINOUS
B. PAVEMENT REMOVAL
C. PROPOSED BITUMINOUS PAVEMENT
D. EX. CONCRETE
E. PROPOSED CONCRETE
F. PROPOSED MILLING

NOTICE:
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NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION, AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHALL BE IMPLIED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION ACTIVITIES.

3 FULL WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171

City of Birmingham

ENGINEERING DEPARTMENT
151 Martin Street
Birmingham, Michigan
Ph (248) 644-3865

HRC
HUBBELL, ROTH & CLARK, INC
Consulting Engineers
555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MICH. 48303 - 0824
PHONE: (248) 454-6300
FAX (Twp. Floor): (248) 454-6312
FAX (2nd Floor): (248) 338-2858
WEB SITE: http://www.hrc-engr.com

12-13-07	ISSUED FOR BIDS
9-28-07	ISSUED FOR PRELIMINARY REVIEW
6-29-07	ISSUED FOR UTILITY REVIEW
DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	A.A.K.
DRAWN	A.A.K.
CHECKED	A.E.S.
APPROVED	R.M.A.

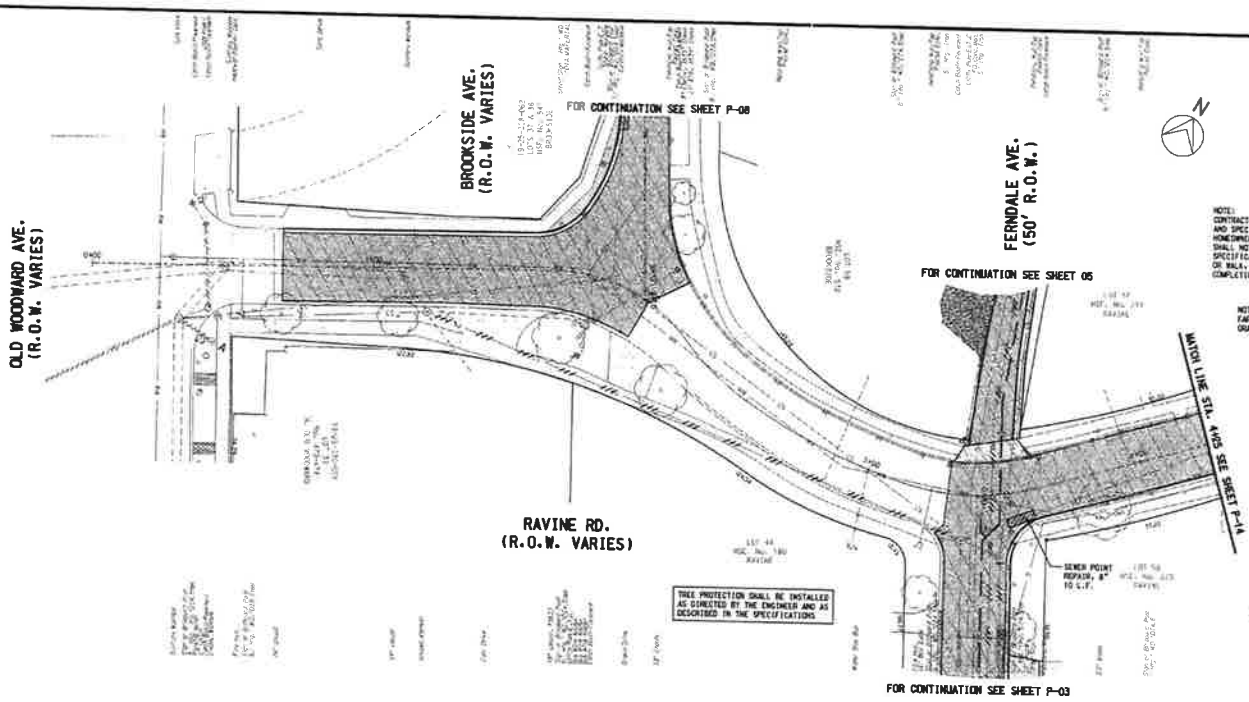
CITY OF BIRMINGHAM

RESIDENCE PARK SUBDIVISION RECONSTRUCTION

OAKLAND COUNTY MICHIGAN

RAVINE ROAD (N. OLD WOODWARD TO FERNDALE AVE.)

HRC JOB NO. 20060211
SCALE 1"= 20' HOR. 1"= 4' VERT.
DATE JUNE 2007
SHEET NO. P-13



NOTE:
CONTRACTOR SHALL COORDINATE WITH CITY AND HOMEOWNERS TO ALLOW REMOVAL OF BRICK PAVERS AND SPECIAL LANDSCAPING FROM AREA OF WORK BY THE HOMEOWNER. ITEMS NOT REMOVED BY THE HOMEOWNER SHALL BE REMOVED BY THE CONTRACTOR AND BE PROPERLY DISPOSED OF. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR REPLACEMENT OF BRICK PAVERS OR SPECIAL LANDSCAPING UNLESS SPECIFICALLY NOTED OTHERWISE. IF A HOMEOWNER IS TO REPLACE BRICK PAVER DRIVE APPROACH OR WALK, CONTRACTOR SHALL PROVIDE MAINTENANCE AGGREGATE (MDOT 21AA LIMESTONE) UPON COMPLETION OF WORK TO ALLOW SAFE ACCESS TO DRIVEWAYS OR WALKS.

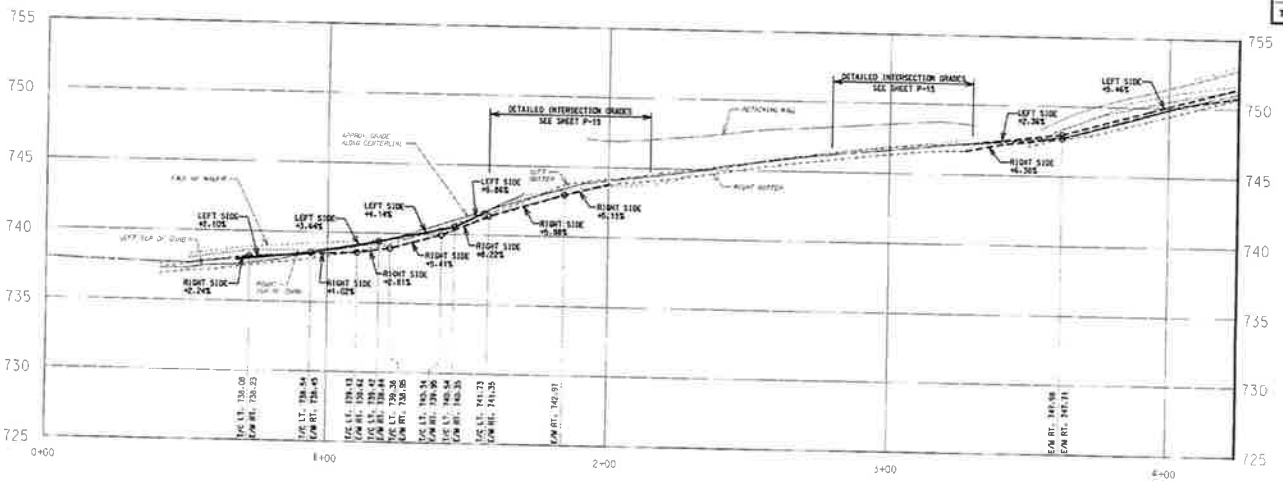
NOTE:
EARTH EXCAVATION OR FILL REQUIRED TO ACHIEVE DESIGN GRADES SHALL BE COMPLETED UNDER STATION GRADING.

NOTES:
1. ALL LAWN AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED WITH SLAGE + SOD OR 3" OF SCREENED TOPSOIL.
2. SAWCUT EXISTING PAVEMENT, CURB & GUTTER, SIDEWALK, DRIVEWAYS TO LIMITS SHOWN PRIOR TO REMOVAL OF SUCH SURFACES.
3. INSTALL UNDERDRAIN ALONG SYD. EXTENSION (20 LF. IN EACH DIRECTION) FROM ALL DRAINAGE STRUCTURES. LENGTH OF UNDERDRAIN CAN BE REDUCED IF SEWER EXTENDS BEYOND MINIMUM LIMITS SHOWN OR IF IN CONFLICT WITH UTILITIES. WHERE THIS MAKES, ETC.

PAVING QUANTITIES NOTES:
4. ADJUST STRUCTURE TO GRADE FOR STRUCTURES NOT BEING ADJUSTED OR ADJUSTED BY OTHER WORK UNDER THIS CONTRACT.
5. STRUCTURE, WORK, AND REPLACEMENT QUANTITIES ARE INCLUDED ON SEWER & WATER SHEETS IN THE PLANS.
6. REMOVE & REPLACE CONC CURB & GUTTER TO FOR REPAIR OF DAMAGED PORTIONS OF CA. CURB AS SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER.

PAVING QUANTITIES THIS SHEET

NO.	DESCRIPTION	UNIT	QTY.
1	STATION GRADING	STA	2.0
2	AGGREGATE BASE, MDOT 21AA LIMESTONE	SY	630
3	BITUMINOUS MIX. NO. 3C (LEVELING)	TON	111
4	BITUMINOUS MIX. NO. 13A (WEARING)	TON	68
5	BITUMINOUS WEDGING	TON	40
6	CONCRETE CURB & GUTTER, 6" ROLL CURB	LF	110
7	CONCRETE SIDEWALK, 4"	SF	32



LEGEND
A. EXISTING BITUMINOUS
B. PAVEMENT REMOVAL
C. PROPOSED BITUMINOUS PAVEMENT
D. EX. CONCRETE
E. PROPOSED CONCRETE
F. PROPOSED MILLING

NOTICE:
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NOTICE:
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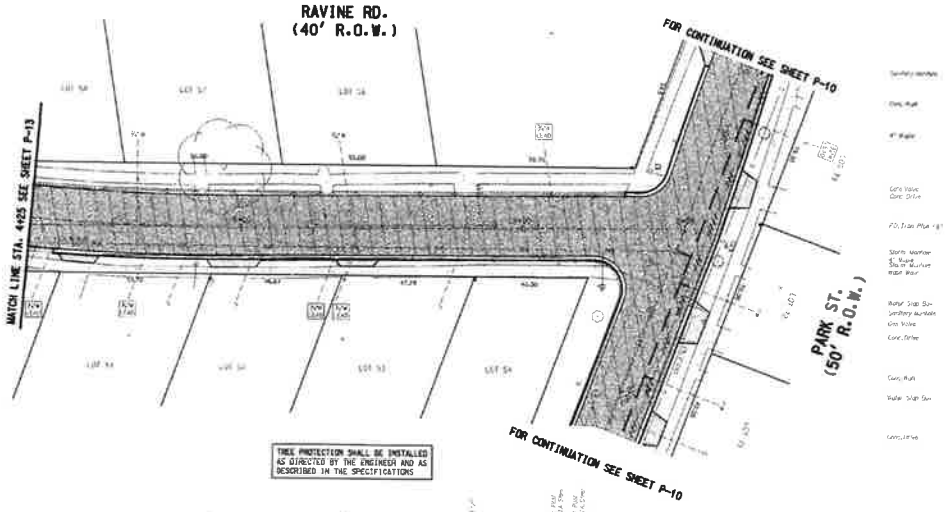
DATE	ADDITIONS AND/OR REVISIONS
12-3-07	ISSUED FOR BIDS
9-28-07	ISSUED FOR PRELIMINARY REVIEW
6-29-07	ISSUED FOR UTILITY REVIEW

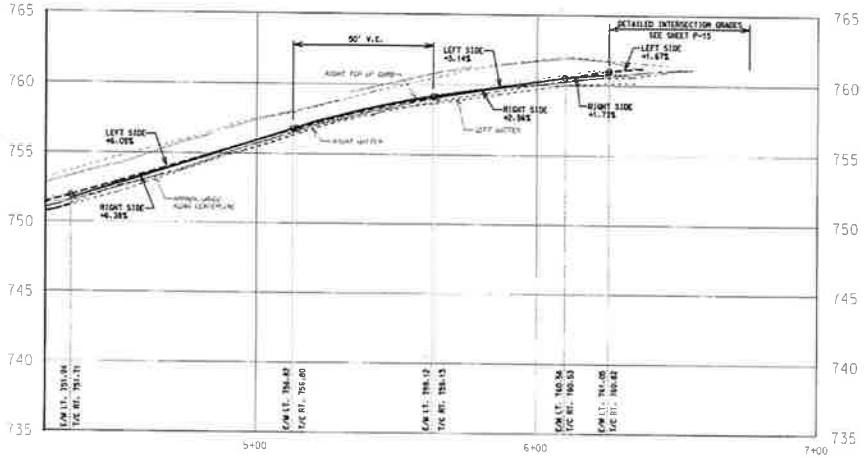
DESIGNED A.J.S.
DRAWN A.A.B.
CHECKED A.J.S.
APPROVED R.M.A.

CITY OF BIRMINGHAM
RESIDENCE PARK SUBDIVISION RECONSTRUCTION
OAKLAND COUNTY MICHIGAN

RAVINE ROAD (N. OLD WOODWARD TO FERNDALE AVE.)

HRC JOB NO. 20050111
SCALE 1"= 20' HOR. 1"= 4' VERT.
DATE JUNE 2007
SHEET NO. P-13





NOTE:
CONTRACTOR SHALL COORDINATE WITH CITY AND HOMEOWNERS TO ALLOW REMOVAL OF BRICK PAVERS AND SPECIAL LANDSCAPING FROM AREA OF WORK BY THE HOMEOWNER. ITEMS NOT REMOVED BY THE HOMEOWNER SHALL BE REMOVED BY THE CONTRACTOR AND BE PROPERLY DISPOSED OF. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR REPLACEMENT OF BRICK PAVERS OR SPECIAL LANDSCAPING UNLESS SPECIFICALLY NOTED OTHERWISE. IF A HOMEOWNER IS TO REPLACE BRICK PAVER DRIVE APPROACH OR WALK, CONTRACTOR SHALL PROVIDE MAINTENANCE AGGREGATE (MDOT 21AA LIMESTONE) UPON COMPLETION OF WORK TO ALLOW SAFE ACCESS TO DRIVEWAYS OR WALKS.

NOTE:
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NOTES:
1. ALL LAWN AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED WITH CLASS A SOD ON 3" OF SCREENED TOPSOIL.
2. SAWCUT EXISTING PAVEMENT, CURB & GUTTER, SIDEWALK, AND DRIVEWAYS AT LIMITS SHOWN PRIOR TO REMOVAL OF SUCH SURFACES.
3. INSTALL UNDERDRAINS ALONG R/C, EXTENDING 20' I.F. IN EACH DIRECTION FROM ALL DRAINAGE STRUCTURES (LENGTH OF UNDERDRAIN CAN BE REDUCED IF LENGTH EXTENDS BEYOND REMOVAL LIMITS SHOWN OR IF IN CONFLICT WITH UTILITIES). MARK TREE ROOTS, ETC.

PAVING QUANTITY NOTES:
1. ADJUST STRUCTURE QUANTITY FOR STRUCTURES NOT BEING ADJUSTED OR ADDED BY OTHER WORK UNDER THIS CONTRACT.
2. STREETLINE REMOVAL AND REPLACEMENT QUANTITIES ARE TAKOFFS OF SEWER & WATER SHEETS IN THE PLANS.
3. REMOVE & REPLACE CONC. CURB & GUTTER TO FOR REPAIR OF DAMAGED PORTIONS OF EX. CURB AS SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER.

PAVING QUANTITIES THIS SHEET

NO.	DESCRIPTION	UNIT	QTY.
1	STATION GRADING	STA	2.2
2	AGGREGATE BASE, MDOT 21AA LIMESTONE	SY	758
3	BITUMINOUS MIX. NO. 3C (LEVELING)	TON	101
4	BITUMINOUS MIX. NO. 13A (WEARING)	TON	62
5	BITUMINOUS WEDGING	TON	113
6	CONCRETE DRIVE APPROACH, 6" NON-REINF.	SF	135
7	CONCRETE CURB & GUTTER, 6" ROLL CURB	LF	214
8	CONCRETE SIDEWALK, 4"	SF	256
9	CONCRETE SIDEWALK, 6"	SF	90
10	HANDICAP RAMP TRUNCATED DOME	SF	20

LEGEND
1. EXISTING BITUMINOUS
2. PAVEMENT REMOVAL
3. PROPOSED BITUMINOUS PAVEMENT
4. EX. CONCRETE
5. PROPOSED CONCRETE
6. PROPOSED MILLING

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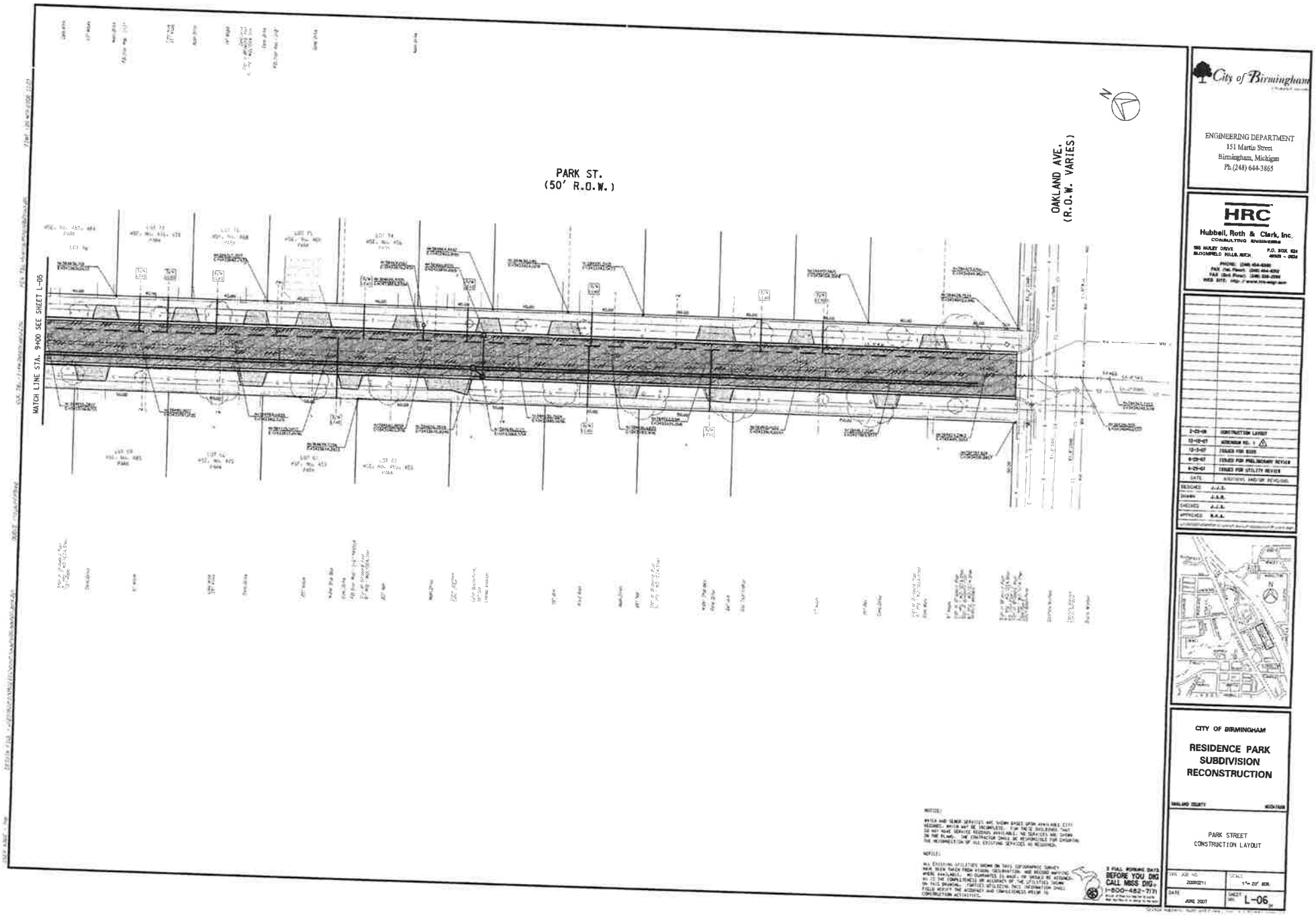
12-3-07	ISSUED FOR BIDS
9-28-07	ISSUED FOR PRELIMINARY REVIEW
8-29-07	ISSUED FOR UTILITY REVIEW
DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	A.A.S.
DRAWN	A.A.S.
CHECKED	A.A.S.
APPROVED	R.R.A.

CITY OF BIRMINGHAM
RESIDENCE PARK SUBDIVISION RECONSTRUCTION
OAKLAND COUNTY MICHIGAN

RAVINE ROAD

JOB NO. 2020261	SCALE 1"= 20' HOR. 1"= 5' VERT.
DATE JUNE 2007	SHEET NO. P-14 OF

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CONSULTING ENGINEERS
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BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824

1-23-08	CONSTRUCTION LAYOUT
12-12-07	ADDENDUM NO. 1
12-3-07	ISSUED FOR BIDS
9-28-07	ISSUED FOR PRELIMINARY REVIEW
9-25-07	ISSUED FOR UTILITY REVIEW
DATE	REVISIONS AND/OR REMARKS
DESIGNED	J.A.D.
DRAWN	J.A.D.
CHECKED	J.J.S.
APPROVED	R.K.A.

CITY OF BIRMINGHAM

RESIDENCE PARK SUBDIVISION RECONSTRUCTION

OAKLAND COUNTY MICHIGAN

PARK STREET
CONSTRUCTION LAYOUT

HRC JOB NO. 20080211	SCALE 1"= 20' HOR.
DATE JUNE 2007	SHEET NO. L-06

NOTICE!

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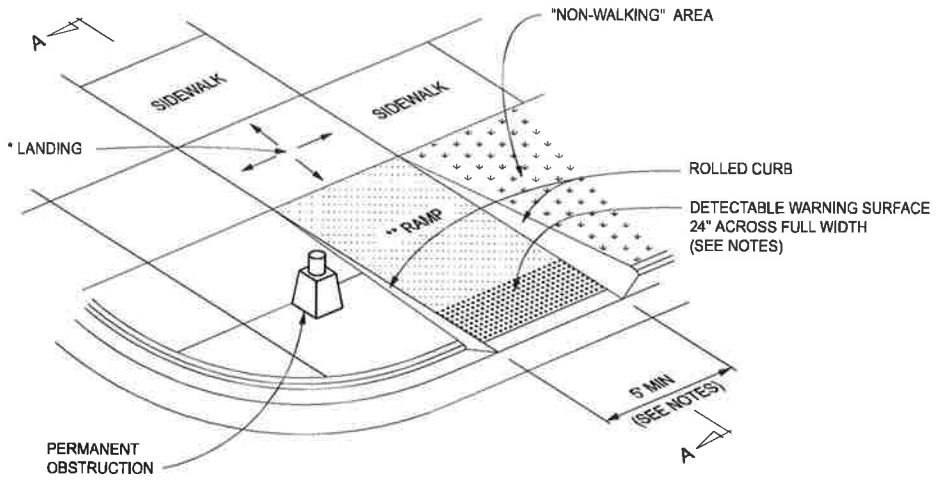
3 FULL WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171

APPENDIX D

MDOT Sidewalk and Ramp Detectable Warning Detail

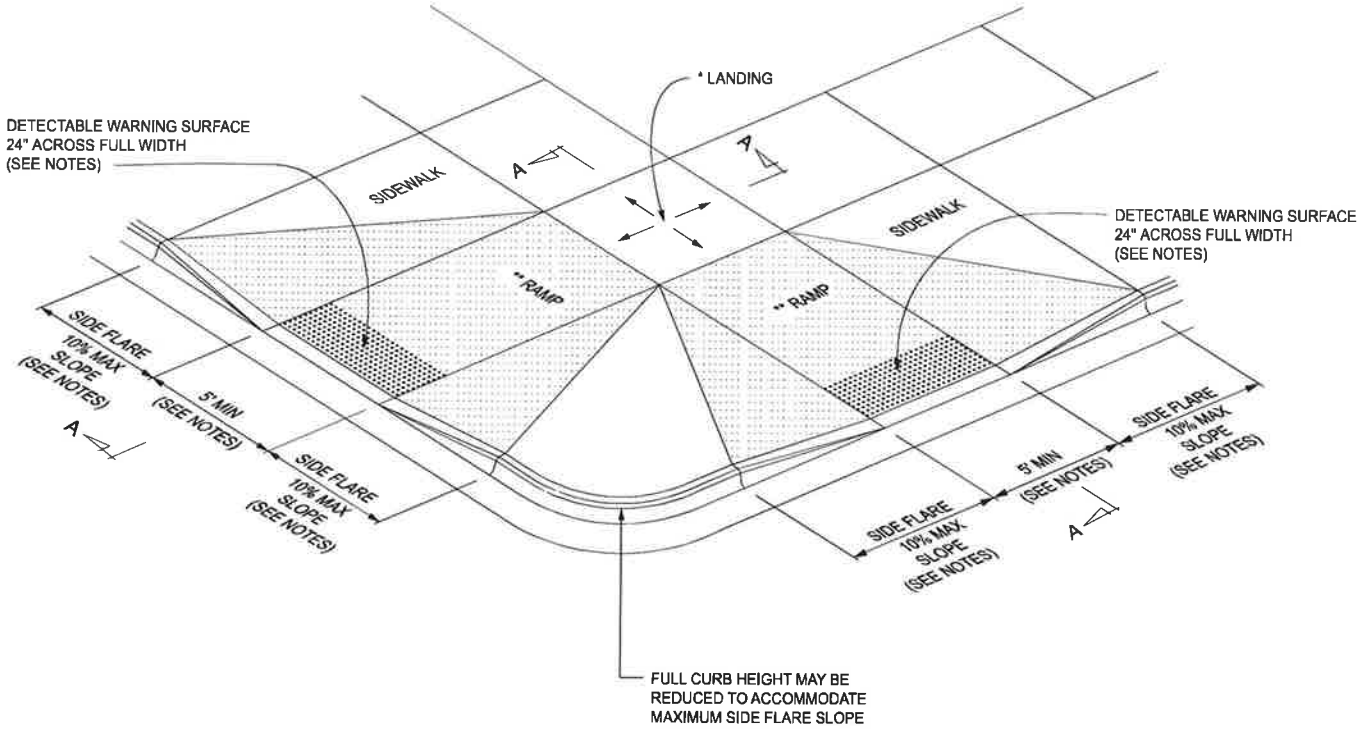
* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.1%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



CURB RAMP TYPE R

(ROLLED SIDES)



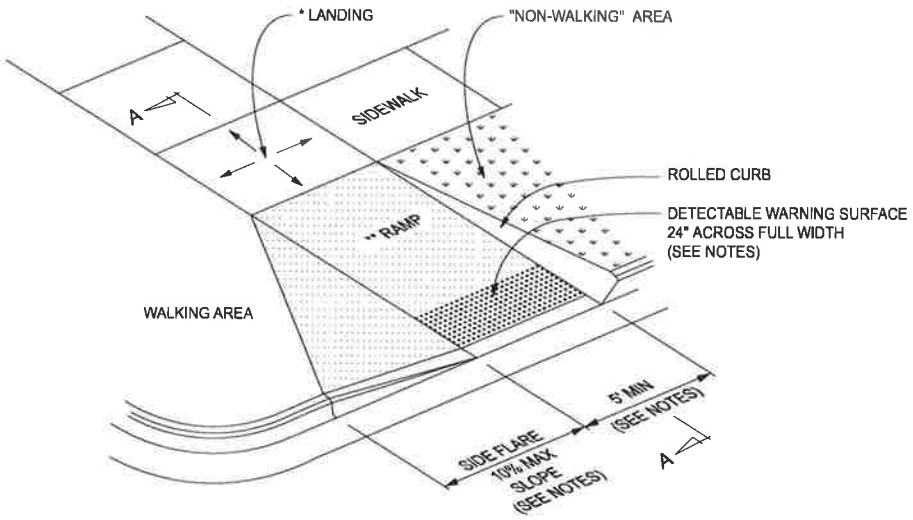
CURB RAMP TYPE F

(FLARED SIDES, TWO RAMPS SHOWN)

APPROVED BY: E-SIGNED by JASON GUTTING on 2024-09-24 12:54:17 EDT DIRECTOR, BUREAU OF FIELD SERVICES APPROVED BY: E-SIGNED by Demetrius Parker on 2024-09-10 07:51:29 EDT DIRECTOR, BUREAU OF DEVELOPMENT	MDOT Michigan Department of Transportation DEPARTMENT DIRECTOR BRADLEY C. WIEFERICH, PE	STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS	
		12/18/2024 FHWA APPROVAL	06/21/2014 PLAN DATE
		R-28-K	SHEET 1 OF 7

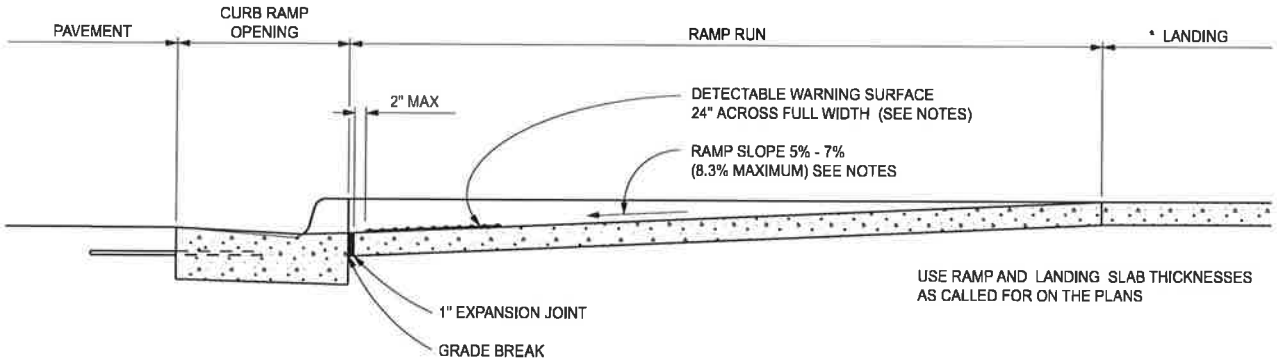
* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.1%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



CURB RAMP TYPE RF

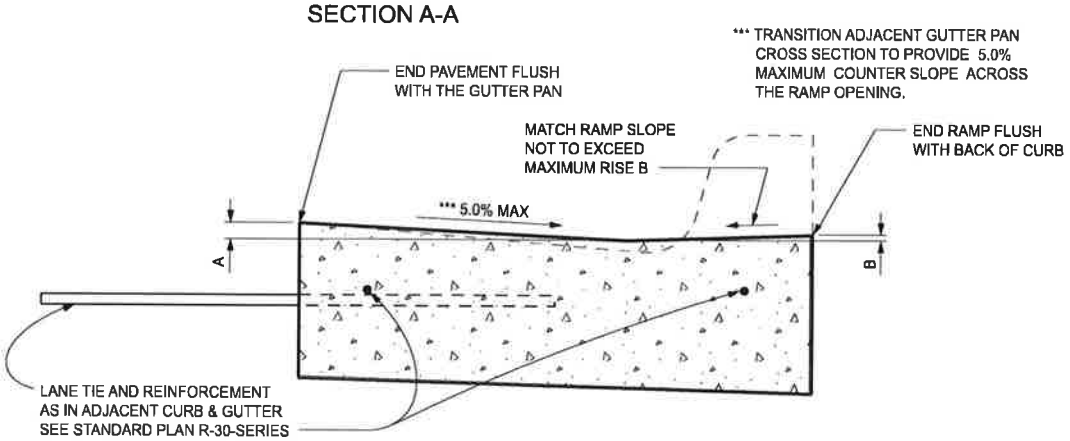
(ROLLED / FLARED SIDES)



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

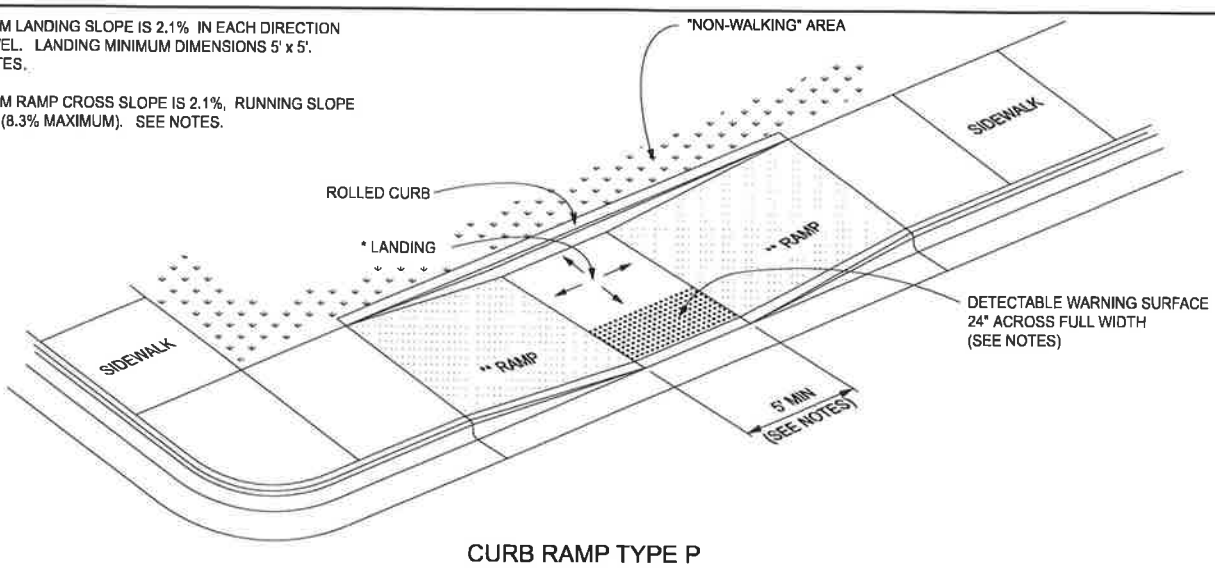
DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR
CURB RAMP AND
DETECTABLE WARNING DETAILS

12/18/2024	06/21/2014	R-28-K	SHEET
FHWA APPROVAL	PLAN DATE		2 OF 7

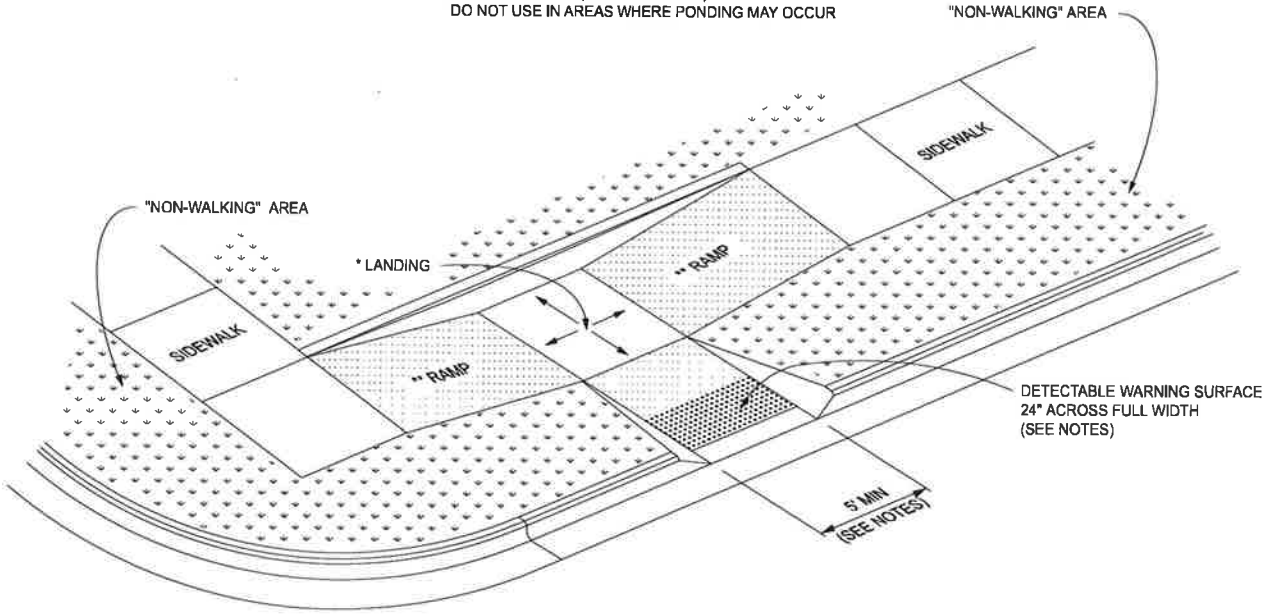
* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.1%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



CURB RAMP TYPE P

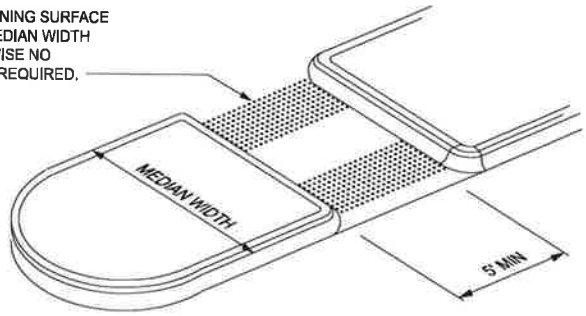
(PARALLEL RAMP)
DO NOT USE IN AREAS WHERE PONDING MAY OCCUR



CURB RAMP TYPE C

(COMBINATION RAMP)

USE 24" DETECTABLE WARNING SURFACE 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

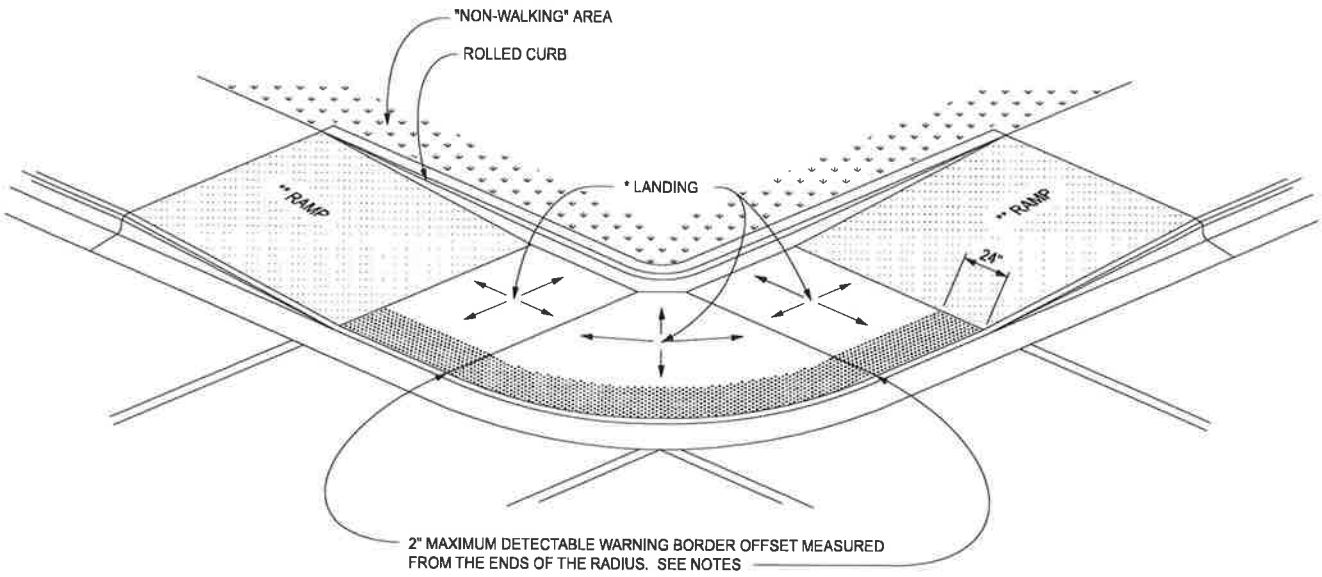
DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR
CURB RAMP AND
DETECTABLE WARNING DETAILS

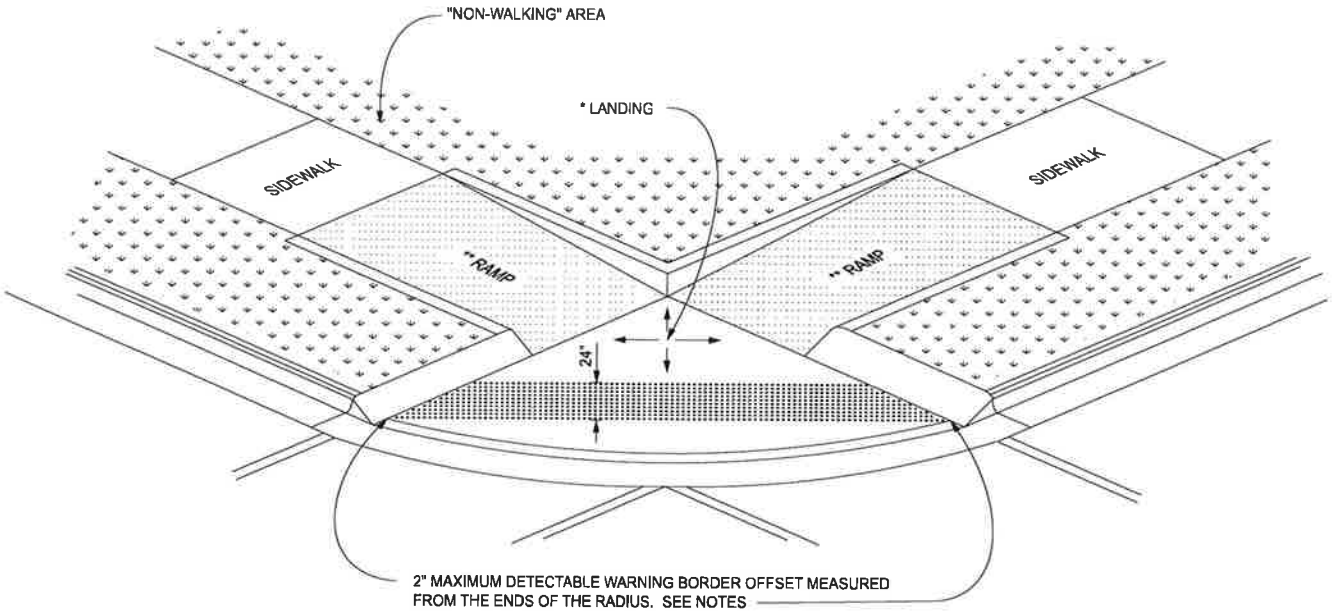
12/18/2024	06/21/2024	R-28-K	SHEET
FHWA APPROVAL	PLAN DATE		3 OF 7

* 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)

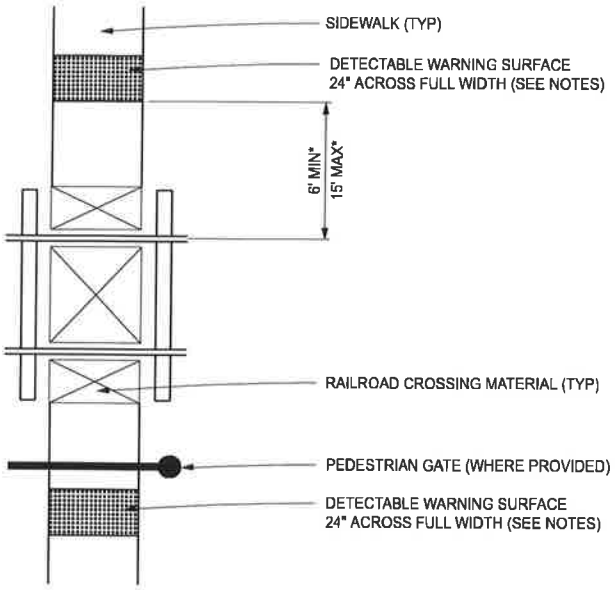
CURB RAMP TYPE D

(DEPRESSED CORNER)

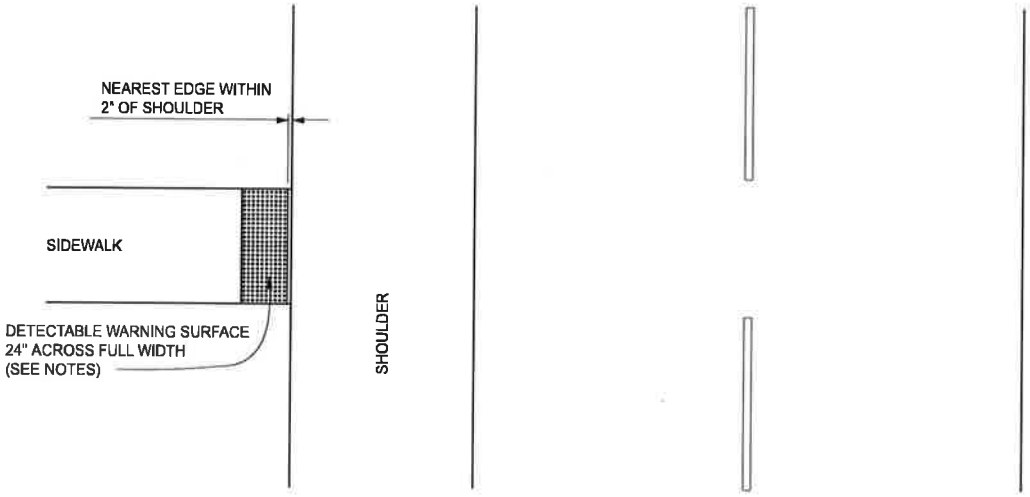
USE ONLY WHEN INDEPENDENT DIRECTIONAL RAMPS CAN NOT BE CONSTRUCTED FOR EACH CROSSING DIRECTION

MDOT Michigan Department of Transportation	STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS			
DEPARTMENT DIRECTOR BRADLEY C. WIEFERICH, PE	12/18/2024 FHWA APPROVAL	06/21/2024 PLAN DATE	R-28-K	SHEET 4 OF 7

* LOCATE THE DETECTABLE WARNING SURFACE 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



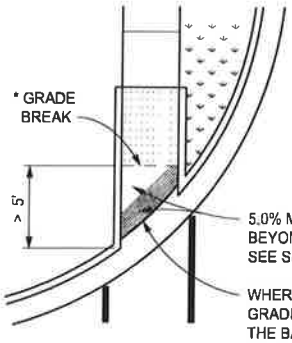
DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

MDOT Michigan Department of Transportation

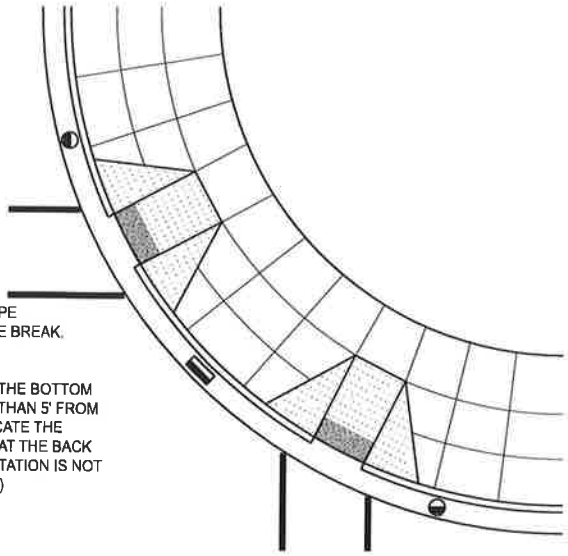
DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR
CURB RAMP AND
DETECTABLE WARNING DETAILS

12/18/2024	06/21/2024	R-28-K	SHEET
FHWA APPROVAL	PLAN DATE		5 OF 7

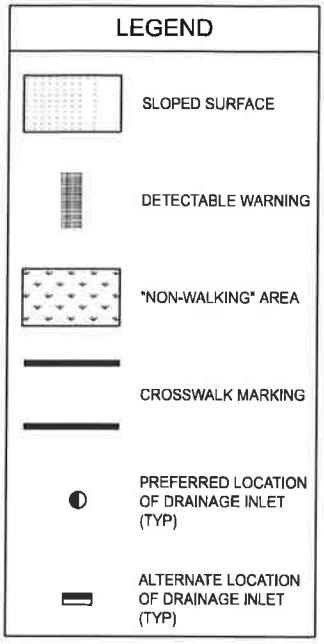


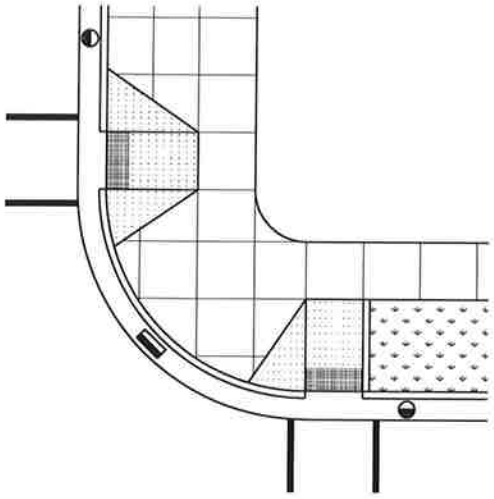
CURB RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK OFFSET GREATER THAN 5')



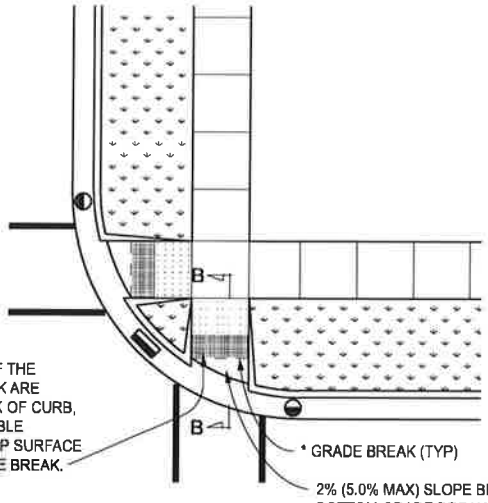
CURB RAMP PERPENDICULAR TO RADIAL CURB (TYPE F SHOWN)

(USE WITH RADIAL CURB WHEN THE CROSSWALK AND CURB RAMP ARE NOT ALIGNED)

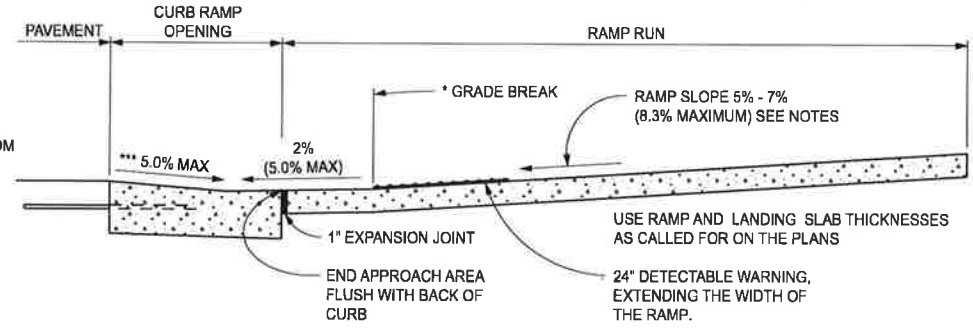




CURB RAMP PERPENDICULAR TO TANGENT CURB
(TYPE F AND TYPE RF SHOWN)



CURB RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK OFFSET LESS THAN 5')



* ENSURE GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMPS 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

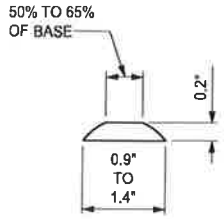
CURB RAMP ORIENTATION

MDOT Michigan Department of Transportation

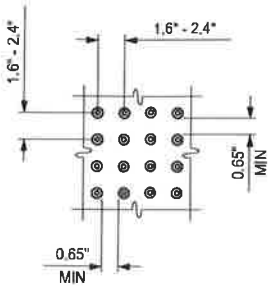
DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR
CURB RAMP AND
DETECTABLE WARNING DETAILS

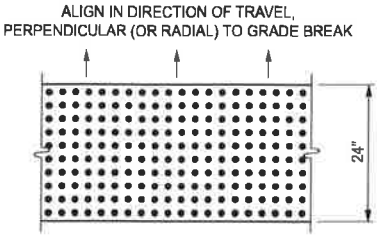
12/18/2024	06/21/2024	R-28-K	SHEET
FHWA APPROVAL	PLAN DATE		6 OF 7



DOME SECTION



DOME SPACING



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

APPLY DETAILS SPECIFIED ON THIS PLAN TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

LOCATE CURB RAMPS AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

PROVIDE RAMPS AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. PROVIDE RAMPS AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

PROVIDE SURFACE TEXTURE TO THE RAMP BY COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

RAMP THE SIDEWALK WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

ENSURE A UNIFORM GRADE ON THE RAMP. SLOPE THE RAMP IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL, WHERE CONDITIONS PERMIT.

INCREASE RAMP WIDTH, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

REDUCE RAMP WIDTH TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4' WHEN 5' MINIMUM WIDTHS ARE NOT FEASIBLE.

CURB RAMPS WITH A RUNNING SLOPE ≤ 5% DO NOT REQUIRE A TOP LANDING. HOWEVER, FOR ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP, INDEPENDENTLY MAINTAIN A CROSS SLOPE NOT GREATER THAN 2.1% PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

ENSURE DETECTABLE WARNING SURFACE COVERS A MINIMUM OF 24" IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING, EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. IF A BORDER IS DESIRED, OFFSET THE BORDER 2" MAXIMUM ALONG THE EDGES OF THE DETECTABLE WARNING. FOR RADIAL CURB, MEASURE THE OFFSET FROM THE ENDS OF THE RADIUS.

DO NOT EXCEED A RAMP CROSS SLOPE OF 2.1% FOR NEW ROADWAY CONSTRUCTION. FOR ALTERATIONS TO EXISTING ROADWAYS, TRANSITION THE CROSS SLOPE TO MEET AN EXISTING ROADWAY GRADE. APPLY THE CROSS SLOPE TRANSITION UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, NO RAMP OR SERIES OF RAMPS IS REQUIRED TO EXCEED 15 FEET IN LENGTH, NOT INCLUDING LANDINGS OR TRANSITIONS.

DO NOT PLACE DRAINAGE STRUCTURES IN LINE WITH RAMPS. GIVE PRECEDENCE TO THE LOCATION OF THE RAMP, 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. LIMIT OPENINGS TO ½" OR LESS. PLACE ELONGATED OPENINGS SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

ENSURE THE TOP OF THE JOINT FILLER (FOR ALL RAMP TYPES) IS FLUSH WITH THE ADJACENT CONCRETE.

LOCATE CROSSWALK AND STOP LINE MARKINGS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SEE THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR SPECIFIC DETAILS FOR MARKING APPLICATIONS.

PROVIDE FLARED SIDES WITH A MAXIMUM SLOPE OF 10%, MEASURED ALONG THE ROADSIDE CURB LINE, 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 NOT REQUIRED, CONSIDER FLARED SIDES IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

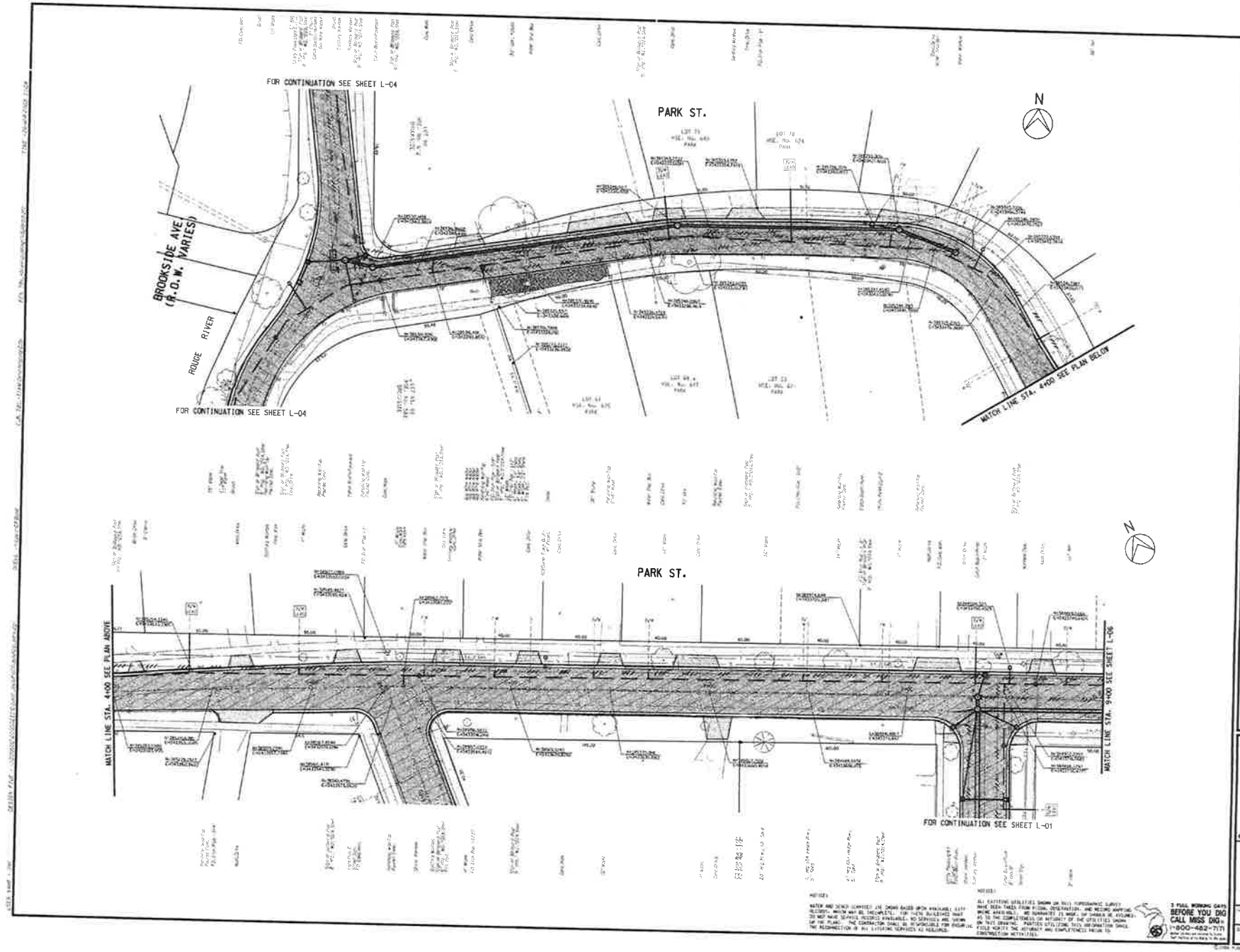
INSTALL DETECTABLE WARNING PLATES USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

MDOT
Michigan Department of Transportation

DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR
CURB RAMP AND
DETECTABLE WARNING DETAILS

12/18/2024	06/21/2024	R-28-K	SHEET
FHWA APPROVAL	PLAN DATE		7 OF 7



City of Birmingham

ENGINEERING DEPARTMENT
151 Martin Street
Birmingham, Michigan
Ph (248) 644-3865

HRC

Hubbell, Roth & Clark, Inc.
CONSULTING ENGINEERS
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (Tec. Floor): (248) 454-6312
FAX (Ext. Floor): (248) 338-2602
WEB SITE: http://www.hrc-engr.com

12-3-07	ISSUED FOR BIDS
9-28-07	ISSUED FOR PRELIMINARY REVIEW
6-29-07	ISSUED FOR UTILITY REVIEW
DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	A.J.S.
DRAWN	A.S.B.
CHECKED	A.J.S.
APPROVED	R.S.J.

CITY OF BIRMINGHAM

RESIDENCE PARK SUBDIVISION RECONSTRUCTION

OAKLAND COUNTY MICHIGAN

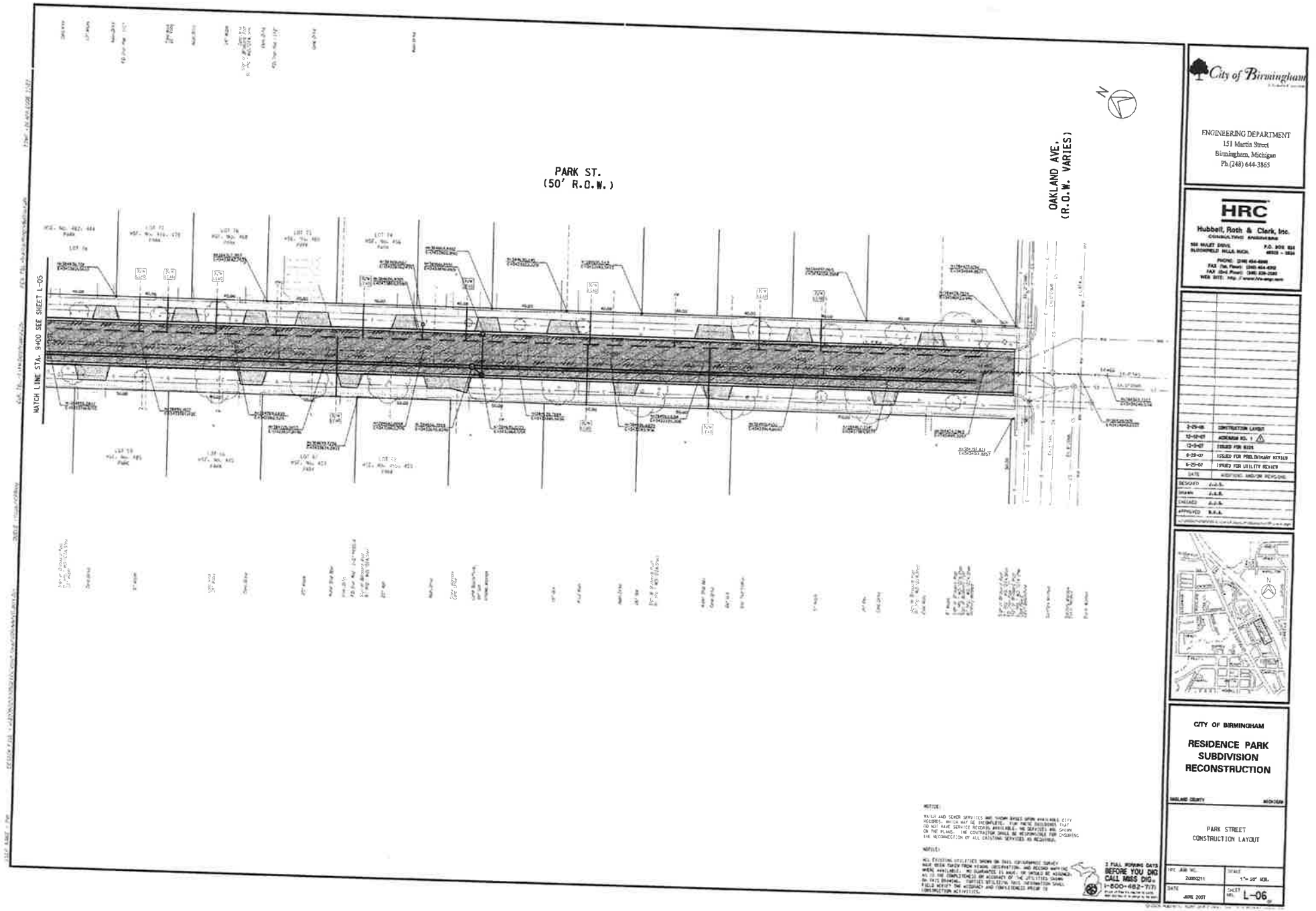
PARK STREET CONSTRUCTION LAYOUT

HRC JOB NO. 20050211	SCALE 1" = 20' HOR.
DATE JUNE 2007	SHEET NO. L-05

NOTICE:
WATER AND SEWER SERVICES ARE SHOWN BASED UPON AVAILABLE CITY RECORDS, WHICH MAY BE INCOMPLETE. FOR THESE REASONS IT MAY NOT HAVE SERVICES RECORDED AVAILABLE. NO SERVICES ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURE THE RECONNECTION OF ALL EXISTING SERVICES AS REQUIRED.

NOTICE:
ALL EXISTING UTILITIES SHOWN OR NOT REPRESENTED SURVEY HAVE BEEN TAKEN FROM FIELD OBSERVATION, AND RECORD MAPPING WHERE AVAILABLE. WE GUARANTEE IT'S ACCURACY OR COMPLETENESS OR INTEGRITY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL SATISFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION ACTIVITIES.

3 FULL WORKING DAYS BEFORE YOU DIG CALL MISS DIG
1-800-482-7171


PARK ST.
(50' R.O.W.)
OAKLAND AVE.
(R.O.W. VARIES)
MATCH LINE STA. 9400 SEE SHEET L-05
N
City of Birmingham
ENGINEERING DEPARTMENT
151 Martin Street
Birmingham, Michigan
Ph.(248) 644-3865
HRC
Hubbell, Roth & Clark, Inc.
CONSULTING ENGINEERS
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (Tel. Front): (248) 454-6312
FAX (Dist. Front): (248) 338-2565
WEB SITE: http://www.hrc-engr.com
2-29-08 CONSTRUCTION LAYOUT
12-12-07 ADDENDUM NO. 1
12-3-07 ISSUED FOR BIDS
9-28-07 ISSUED FOR PRELIMINARY REVIEW
9-20-07 ISSUED FOR UTILITY REVIEW
DATE ADDITIONS AND/OR REVISIONS
DESIGNED A.A.S.
DRAWN A.A.S.
CHECKED A.J.A.
APPROVED R.M.A.
CITY OF BIRMINGHAM
RESIDENCE PARK
SUBDIVISION
RECONSTRUCTION
OAKLAND COUNTY MICHIGAN
PARK STREET
CONSTRUCTION LAYOUT
HRC JOB NO. 20050211
SCALE 1"= 20' HOR.
DATE APR. 2007
SHEET NO. L-06
NOTICE:
WATER AND SEWER SERVICES ARE SHOWN BASED UPON AVAILABLE CITY RECORDS, WHICH MAY BE INCOMPLETE. FOR THESE REASONS, THAT DO NOT HAVE SERVICE RECORDS AVAILABLE. NO SERVICES ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THE RECONNECTION OF ALL EXISTING SERVICES AS REQUIRED.
NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY MAP WERE TAKEN FROM VISUAL OBSERVATIONS AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION ACTIVITIES.
3 FULL WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2026

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	CONTACT NAME: Lyndsay Lee
VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	PHONE (A/C, No, Ext): (248)828-3377 FAX (A/C, No): (248)828-3741 E-MAIL ADDRESS: llee@vtcins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED	INSURER A: Markel American Ins. Co.
City of Birmingham 151 Martin Street Birmingham MI 48009	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 26-27 OCP Birmingham **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] Owners & Contractors Protective GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			OCP-MAR-0003836	3/30/2026	3/30/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 3,000,000 $ $ $ $ 3,000,000 $ $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Project: 2025 & 2026 ASPHALT RESURFACING PROGRAM CONTRACT# 2-25(P) & #2-26(P). Where required by written contract, G2 Consulting Group and the City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are additional insured on the Owners Contractors Protective Liability policy with respects to ongoing operations performed by the named insured. Contractor: Al's Asphalt Paving

CERTIFICATE HOLDER

G2 Consulting Group
1866 Woodslee Ave
Troy, MI 48083

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/LLEE

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER	CONTACT NAME: Lyndsay Lee
VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	PHONE (A/C, No, Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741 E-MAIL ADDRESS: llee@vtcins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Markel American Ins. Co.
INSURED City of Birmingham 151 Martin Street Birmingham MI 48009	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 26-27 OCP Birmingham **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] Owners & Contractors Protective GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		OCP-MAR-0003836	3/30/2026	3/30/2027	EACH OCCURRENCE	$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Project: 2025 & 2026 ASPHALT RESURFACING PROGRAM CONTRACT# 2-25(P) & #2-26(P). Where required by written contract, NOWAK & FRAUS ENGINEERS and the City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are additional insured on the Owners Contractors Protective Liability policy with respects to ongoing operations performed by the named insured. Contractor: Al's Asphalt Paving

CERTIFICATE HOLDER

Nowak and Fraus Engineers
46777 Woodward Ave
Pontiac, MI 48342

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Alan Chandler/LLEE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2026

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PRODUCER VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Lyndsay Lee PHONE (A/C, No, Ext): (248)828-3377 FAX (A/C, No): (248)828-3741 E-MAIL ADDRESS: llee@vtcins.com
INSURED Al's Asphalt Paving Co. 25500 Brest Taylor MI 48180	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Amerisure Mutual Insurance Co. — 23396 INSURER B: Amerisure Insurance Company — 19488 INSURER C: Travelers Prop Casualty Co of America — 25674 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 26-27 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 XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	Y	CPP21274290102	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	Y	CA21274260101	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CU21274300102	2/1/2026	2/1/2027	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC40003190101	2/1/2026	2/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Liability			EX-A8876952	2/1/2026	2/1/2027	Each Occurrence/Aggregate	$4M/$4M
A	Installation Floater			CPP21274290102	2/1/2026	2/1/2027	Limit	$200,000

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

Project Name: 2025 & 2026 ASPHALT RESURFACING PROGRAM CONTRACT# 2-25(P) & #2-26(P). Where required by written contract, The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of additional insureds as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form

CERTIFICATE HOLDER

City of Birmingham
151 Martin St
Birmingham, MI 48009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Alan Chandler/LLEE

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COMMENTS/REMARKS

over GL, Auto & Employers Liability.

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COMMENTS/REMARKS

Pollution and Professional Liability
Carrier: Westfield Specialty Insurance Company NAIC #16992
Term: 02/01/2026 to 02/01/2027
Policy Number: CPP-523871D-00
Pollution Liability Limit: $1M per claim/$2M aggregate
Professional Liability Limit: $1M per claim/$2M aggregate

OFREMARK

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MEMORANDUM

Building Department

DATE: April 27, 2026

TO: Jana Ecker, City Manager

FROM: Jeff Zielke, Building Official

SUBJECT: Builders' Bond Agreement

At the March 23, 2026 City Commission meeting, the City Commission requested an update on the City's efforts to address concerns regarding construction-related road damage.

The following is a summary of the City's current process:

1. Construction Bond: Since March 1, 2025, a $5,000.00 bond is required prior to the start of construction.
2. Pre-demolition Site Inspection: Since September 2025, this inspection documents existing conditions of neighboring properties and the street using photographs and checklists.
3. Temporary Certificate of Occupancy: Issuing a Temporary Certificate of Occupancy requires an additional cash bond, which is based upon outstanding items from various departments and a mutually agreed upon timeframe for completion of said items.

A primary focus remains accountability and ensuring roads are restored to their pre-construction condition. We continue to evaluate whether bond amounts are sufficient to cover potential repairs and determine the specific physical extent of responsibility along the roadway.

The Building, Planning and Engineering Departments have discussed this concern and would like to move forward with the implementation of a Standardized Bond Agreement. This agreement will consolidate all City bond requirements, clearly identify all parties held accountable for damage, and must be on file with the City prior to issuance of a permit. It will remain valid until a Certificate of Occupancy is obtained, at which time bonds may be refunded as applicable.

The Standardized Bond Agreement will ensure an efficient process for addressing all interested parties, requirements and fees as it relates to various projects.

ATTACHMENTS:

None

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Legal Department

DATE: April 27, 2026

TO: Jana L. Ecker, City Manager

FROM: Tracy Gaudenzi and Mary Kucharek

SUBJECT: Short-Term Rentals

INTRODUCTION/BACKGROUND:

The City of Birmingham currently regulates rental properties under Chapter 22, Article VI, Division 4 of the City Code (Sec. 22-331 through Sec. 22-345). The existing ordinance framework provides for licensing requirements for all rental properties, inspection authority and requirements, and enforcement mechanisms, including denial and revocation of licenses. At present, the City's general code ordinances do not distinguish between short-term and long-term rentals. As a result, STR activity has historically been regulated under the same framework as traditional residential leasing.

In prior analyses, the City Attorney concluded that the City's existing licensing and enforcement framework provided a legally supportable basis to regulate rental activity, including short-term rentals, without the need for separate or distinct regulation. Since that time, the City has continued to monitor developments, including evolving regulatory approaches in other communities, ongoing state legislative considerations, and increased local impacts associated with short-term rental activity. Additionally, on July 9, 2025, in *Melvin R. Berlin Revocable Trust, et al. v. Rubin, et al.*, 22 N.W.3d 531 (2025), the Michigan Supreme Court affirmed the judgment of the Court of Appeals, holding that the use of residential property for even short-term rentals, constitutes a commercial use rather than a residential use. In light of these factors, and the devastating recent event impacting the community, the City is now evaluating whether more specific regulatory measures addressing transient rental activity are warranted.

The City has received increasing concerns from residents regarding the impacts of STRs, including noise, parking, transient occupancy, and disruption to neighborhood character. These concerns have been heightened by the recent incident involving a short-term rental property. The City remains focused on protecting the health, safety, and welfare of its residents and community.

The City's review confirms that municipalities have authority to regulate rental activity in furtherance of public health, safety, and welfare, and that communities have adopted a range of approaches, including licensing, operational regulations, and zoning-based controls. While the City's existing licensing framework has provided a sound basis for regulating rental activity, continued review and the increasing impacts associated with short-term rentals support refining the City's approach to more directly address transient occupancy.

The City Attorney recommends that the City adopt a resolution establishing a six (6) month moratorium during which the issuance of rental licenses for periods of 30 days or less is suspended. The proposed resolution also directs the Planning Board to undertake a focused review in response to this emergent issue impacting the City of Birmingham. This approach allows the City to address community concerns while advancing a thoughtful long-term strategy that effectively regulates the commercial use of properties in the zoning ordinances.

During the moratorium period, the Planning Board will review the City's current regulations, consider public input, and develop recommendations for the Commission's consideration. The City will also increase coordination with Police to enhance awareness and patrol in areas with active rental properties. These actions are intended to protect the health, safety, and welfare of residents and preserve the character and stability of residential neighborhoods.

LEGAL REVIEW:

In preparation for City Commission review, the City Attorney's Office has conducted a review of applicable law and regulatory approaches related to rental properties and short-term rental activity, including review of regulatory approaches adopted by other Michigan municipalities, present legislative authority and pending legislation, coordination and discussion with City staff, including the Planning Department, Building Official, Assistant City Manager Clemence and City Manager, and consultation with Police and Code Enforcement.

FISCAL IMPACT:

The proposed moratorium may result in a temporary reduction in rental license applications for rentals. Otherwise, the City's existing fee structure remains unchanged.

ATTACHMENTS:

Rental Property Resolution

SUGGESTED COMMISSION ACTION:
Make a motion adopting the attached Resolution.

CITY OF BIRMINGHAM

RENTAL PROPERTY RESOLUTION

At a regular meeting of the City Commission for the City of Birmingham, Oakland County, Michigan, held in the City Commission Chambers at 151 Martin Street, Birmingham, MI, 48009, at 7:00 p.m. on April 27, 2026, the following resolution was offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the City of Birmingham regulates rental properties in the City of Birmingham pursuant to City Code, Chapter 22-Community Development Regulations, Article VI.-Property Maintenance Code, Division 4.-License for Rented, Leased Premises, Sec. 22-331, et seq.; and

WHEREAS, since at least 2011, all rental property, regardless of length of lease requires the property owner to apply for and receive a temporary or annual license for such rental or leasing of their property; and

WHEREAS, the regulations for all rental property is enumerated in Sec. 22-331 through Sec. 22-345 which includes the ability to revoke such annual license for violating any terms of the rental ordinance or for violation of any other ordinances impacting the property; and

WHEREAS, the common term of *short-term rental*, which is considered a commercial use, and which is commonly defined as the offer of possession or occupancy of a dwelling for less than thirty (30) days; and

WHEREAS, on July 9, 2025, in *Melvin R. Berlin Revocable Trust, et al. v. Rubin, et al.*, 22 N.W.3d 531 (2025), the Michigan Supreme Court affirmed the judgment of the Court of Appeals, holding that the use of residential property for even short-term rentals, constitutes a commercial use rather than a residential use;

WHEREAS, the prohibition against rentals of short-term rentals has been discussed in the past, as we awaited action of proposed State law changes and a pending Supreme Court ruling regarding regulations involving short-term rentals;

WHEREAS, the City of Birmingham has experienced an emergent and tragic situation with a short-term rental property in the City that had a drastic impact on the health, safety and welfare of the citizens of the City of Birmingham; and

WHEREAS, the City of Birmingham with due diligence and swiftness will assess, review, and determine all rental premises regulations further; and

WHEREAS, the City Commission will utilize its legislative powers to place a six (6) month moratorium, which is a temporary suspension, halt and or pause, to protect the health, safety and welfare of the citizens of the City of Birmingham, of the specific activity of providing either a temporary or annual license for renting or leasing, or of offering possession or occupancy of a dwelling in the City of Birmingham for thirty (30) days or less in which the owner does not reside in

that property, and offering the possession or occupancy to another who is not the legal owner of record pursuant to a written or oral agreement; and

WHEREAS, the City Commission will direct the Birmingham City Planning Board to review the current general and zoning ordinances and determine if all rental premises should be regulated and controlled by the Birmingham Zoning Ordinance, including all necessary regulations to ensure the health, safety and welfare of Birmingham residents; and

WHEREAS, the Planning Board should review how best to protect the character and peace of the City's neighborhoods by determining if the City should, at the minimum, regulate and:

- Establish a minimum rental occupancy of thirty (30) days.
- Evaluate the impact of rental housing density.
- Provide key contacts online for community complaints and enforcement actions.
- Enforce behavior and nuisance rules with hosts being held responsible for noise, parking, and property maintenance.
- Establish inspection and enforcement protocols that carry penalties with fees for each complaint, and consequences that can lead to revoking licenses.

As part of the Zoning Ordinances.

THEREFORE, LET IT BE RESOLVED that no person now and until the moratorium is lifted, apply to receive a rental license to rent, lease, or offer to rent or lease a dwelling for possession or occupancy for less than thirty (30) days to a person who is not the legal owner of record pursuant to a written or oral agreement; and

FURTHER RESOLVED that the Building Department, while under a six (6) month moratorium, shall not grant either a temporary or annual license for rental or leasing of property or premises for less than thirty (30) days; and

FURTHER RESOLVED that the Planning Board of the City of Birmingham shall review, analyze, and determine all appropriate changes to the Zoning Ordinance, return a draft ordinance and recommendations to the City Commission forthwith.

Passed, adopted and approved this ____ day of _____, 2026.

AYES: _____

_____

NAYS: _____

_____

PRESENT: _____

_____

ABSENT: _____

_____

CERTIFICATION

I, Alexandria D. Bingham, being the duly appointed and qualified Clerk of the City of Birmingham, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of Resolution, the original of which is on file in my office, adopted by the City of Birmingham Commission at a regular meeting held on _____, 2026.

_____
Alexandria D. Bingham, City Clerk

and

_____
Clinton Baller, Mayor

MEMORANDUM

City Attorney

DATE: April 27, 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 consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

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, April 27, 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, April 27, 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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Alex Bingham <abingham@bhamgov.org>

STRs

1 message

'Nenita Baker' via City Commission <city-commission@bhamgov.org> Tue, Apr 21, 2026 at 12:27 PM
Reply-To: Nenita Baker <nenbaker@yahoo.com>
To: city-commission@bhamgov.org

To Commissioners,
The gunshots while frightening should not determine policy. I do not believe that local government should interfere with and violate private property rights. Owners should be allowed to rent out their property as they see fit for residential either short term or long term purposes. If someone purchased a property for the specific purpose of a STR and the Commission deprives that person of their revenue the city should be required to compensate that property owner for loss of revenue etc.
Marc Baker
1731 Fairway Dr.
Birmingham

Sent from Yahoo Mail for iPhone

--
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/792748624.1004280.1776788871477%40mail.yahoo.com.

BIRMINGHAM
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Alex Bingham <abingham@bhamgov.org>

Short-term rentals

1 message

Keely Crimando <keelycrimando@gmail.com> Sat, Apr 11, 2026 at 10:22 PM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>

Hi there,

Hope you're doing great!

We're banning short-term rentals right?

This shooting happened right behind my house and was way too close to home (no pun intended of course).

As a tax paying property owner, I wholeheartedly support any legislation that will stop this from happening again.

Thanks!

Keely Crimando

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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/CO6PR20MB3698FD6B517098273937D6A7A7272%40CO6PR20MB3698.namprd20.prod.outlook.com.

BIRMINGHAM
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Alex Bingham <abingham@bhamgov.org>

Short term rentals

1 message

Kay Ehrke <kehrke@sbcglobal.net> Tue, Apr 21, 2026 at 11:33 AM
Reply-To: Kay Ehrke <kehrke@sbcglobal.net>
To: city-commission@bhamgov.org

I have lived in Bham for 60 years and are horrified that a very short rental is acceptable. People are not like they were some years ago. Please figure out how to handle this situation so it never happens again. Thank you. Kay Ehrke

Sent from AT&T Yahoo Mail on Android

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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/1829299843.1500088.1776785622992%40mail.yahoo.com.

April 21, 2026

Dear Mayor & Birmingham City Commissioners,

I'm writing to express my concern about Birmingham's specific Ordinances regarding existing Short Term Rentals (STRs). The shooting at 1480 E. Lincoln on April 11 was very disturbing. People could have been killed right here in Birmingham! I live near a STR, which is on Wakefield, and we have had some major disturbances also. STRs are disturbing our peace.

I ask the commission to:

1. Establish minimum rental occupancy to atleast one week.
2. Establish a 24/7 contact person who must respond within 1 hour of complaint.
3. Enforce inspection and enforcement

protocols that carry penalties with fees for each complaint, and consequences that can lead to revoking of licenses.

STRs are money making businesses in Birmingham. They should be held to strict requirements for STRs set up by the the city of Birmingham, not left for neighbors to deal with.

Thank you for your consideration of this matter.

Wendy Leary
1187 W. Southlawn

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Short Term Rentals in Birmingham

1 message

Michelle Love <mmlove1133@gmail.com> Tue, Apr 21, 2026 at 1:56 PM
To: city-commission@bhamgov.org

Dear City Commissioners,

I am writing to express my strong support for establishing a minimum 30-day rental period for short-term rentals in Birmingham.

The most recent incident, in which short-term renters hosted a party that escalated into a fight and ultimately a shooting, underscores the real and serious risks associated with unrestricted short-term rentals. This was not an isolated inconvenience, it was a situation that endangered lives and shook the sense of safety that residents depend on, and work hard to establish for their families.

Beyond this alarming event, short-term rentals are at a basic level disruptive to the peace and stability of our neighborhoods. Frequent turnover of guests brings increased noise, traffic, and unfamiliar activity, making it difficult for families to feel secure in their own neighborhoods. These disruptions erode the sense of community that long-term residents work hard to maintain.

There are also broader economic impacts to consider. Short--term rentals can reduce property values by making neighborhoods less predictable and less appealing to prospective long-term homeowners. Stability and continuity are key factors in maintaining healthy, thriving residential areas.

Requiring a minimum 30-day rental period would help restore balance. It would discourage party-style rentals, reduce transient occupancy, and better align rental use with the expectations of residential living. Most importantly, it would prioritize the safety and well-being of the people who live here year-round.

I urge you to take this step to protect our neighborhoods, preserve community integrity, and prevent further incidents like the one we have just experienced.

Thank you for your time and consideration.

Michelle Love

1133 Villa Road

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You received this message because you are subscribed to the Google Groups "City Commission" group.
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To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CALe83ZVU_8nx6cv3UPxqjyAi9JYotbp00BVgh%2BsfLjYc3vZvcQ%40mail.gmail.com.

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Fwd: Short Term Rental Ordinances

1 message

Clinton Baller <cmballer@avidpays.com> Mon, Apr 20, 2026 at 8:34 PM
To: Jana Ecker <Jecker@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Alex Bingham <abingham@bhamgov.org>

---------- Forwarded message ---------
From: <tlnasso@comcast.net>
Date: Mon, Apr 20, 2026 at 4:20 PM
Subject: Short Term Rental Ordinances
To: <along@bhamgov.org>, <ahaig@bhamgov.org>, Brad Host <bhost@bhamgov.org>, <cballer@bhamgov.org>, <kkozlowski@bhamgov.org>, <tlonge@bhamgov.org>

Dear Mayor and Commissioners,

I am writing today as a twenty-two year resident of Birmingham to formally address the need for Birmingham to **create and enact specific ordinances applicable to all existing Short Term Rentals (STRs)**. The Birmingham community is asking you to **expedite** the creating of STR ordinances. The gun incident that happened at 1480 E. Lincoln on Saturday, April 11th 2026 is the final straw for residents who have had to deal with noise and safety nuisance for much too long.

You need to help us protect the character and peace of our neighborhoods. You need to limit or stop the way that investors are purchasing Birmingham's entry-level housing that would otherwise be available for first-time homebuyers who wish to live here. We are asking the Commission to consider:

- Establishing a minimum rental occupancy of 30 days
- Evaluate the impact of STRs on long-term housing density, and establishing an STR cap per city block
- Provide key contacts online for community complaints and enforcement actions such as Code Enforcement Department, Police non-emergency number, and online "Request for Service" form for complaints on issues such as noise, parking, or occupancy violations
- Implementing rigorous decibel monitoring for nuisance properties
- Establishing a 24/7 contact person who must respond within 1 hour of complaints
- Enforcing behavior and nuisance rules with hosts being held responsible for noise, parking, and property maintenance
- Establishing inspection and enforcement protocols that carry penalties with fees for each complaint, and consequences that can lead to revoking of licenses

We are looking for Birmingham to protect families in our community with effective ordinances that value families over the city's fear of landlord lawsuits.

Sincerely,

Timothy L. Nasso

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

STR Discussion, Birmingham City Commission Mtg, 4/27/26

1 message

Michael Pettibone <mlpettibone@gmail.com> Wed, Apr 22, 2026 at 8:46 AM
To: city-commission@bhamgov.org

My wife and I will be unable to attend the subject meeting, but are in full support that the issue of STR's must be addressed. First, we would like to see STR's regulated to a 30 day minimum. Secondly, the owners of these properties must be approved and signatory to an agreement/contract with the City of Birmingham, with implicit rules and regulations. Furthermore, put some teeth in these contracts with meaningful repercussions, legally and monetarily, if the property owners are noncompliant. If one views the incident on E. Lincoln as an anomaly, they're foolish.

Michael L. Pettibone
373 Townsend St.
Birmingham, MI 48009
248-760-2904

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BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Fwd: Resident message re: short-term rentals

2 messages

Clinton Baller <cmballer@avidpays.com> Sun, Apr 19, 2026 at 10:20 AM
To: Jana Ecker <Jecker@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Alex Bingham <abingham@bhamgov.org>

Please include in next commission packet.
We did not get a chance to discuss a new procedure for dealing with communications, so in the meantime I feel we should stick with what everyone knows and expects.

---------- Forwarded message ---------
From: **kelly kozlowski** <kellylkozlowski@gmail.com>
Date: Sun, Apr 19, 2026 at 9:47 AM
Subject: Resident message re: short-term rentals
To: <cballer@bhamgov.org>, <along@bhamgov.org>, <ahaig@bhamgov.org>, <bhost@bhamgov.org>, <bkolb@bhamgov.org>, <kkozlowski@bhamgov.org>, <tlonge@bhamgov.org>
CC: erik koehler <erikwk356@hotmail.com>

Good morning, Commissioners, Mayor, and Mayor Pro Tem.

As you consider a policy response to the shooting that recently occurred on E. Lincoln St., I imagine you are relying on lawyers and experts and perhaps residents to inform your thinking. As homeowners who live a few houses down from where the shooting took place (and across the street from another Airbnb property), my husband and I are happy to share our lived experience should any of you be interested in a conversation ahead of the next commission meeting. We will gladly make the time for whatever calls or meetings best suit your individual schedules.

I should note that we are not anti-rental. In fact, I was a long-term renter in Birmingham for 10 years before I moved into the house on Lincoln that my husband has owned for 26 years. While I was renting, my landlord insisted on a month-to-month lease so that he could more easily deal with any tenants who became a problem. The message was clear: disrupt the neighborhood, and you will be out. I stayed for a decade, built relationships with neighbors, and developed a love for Birmingham long before I could afford to be a homeowner in this community. Renting was important because it made this community accessible to me, and that accessibility is important for others.

That said, Airbnbs are not that kind of rental, and we have had our share of issues with the Airbnb directly across the street from our home. At the last commission meeting (during public comment), you heard my husband mention an animal cruelty issue (we watched officers carry what appeared to be a dead dog out to their car after an Airbnb guest left it out in the cold) and a weeks-long movie shoot (with commercial lighting rigs and cameras aimed at our house). We've also had issues with parties and parking (like an RV parked in the street for days at a time). Just yesterday, a friend of an Airbnb guest backed into my car while it was parked in the street (and I was sitting in it). I'm fine, and she was apologetic, but as I mentioned at the commission meeting, the challenges of dealing with a rotating cast of guests in that house are frustrating. I would welcome anyone trying to establish a home there, but as a vacation property, it feels like we live across the street from a motel.

Please know that, while we are not regular attendees at commission meetings, we do try to contribute to and participate in our community. We engage with city departments; we vote in local elections; we support Birmingham businesses; we attend city events and programs; and we regularly bike, walk, and jog in our neighborhood. We care about this community and would very much like to see policies that prioritize the residents who live here, vote here, and take care of the homes here like they are our own ... because they are.

We appreciate your time, and if any of you have an interest in understanding our experience, we would love to speak with you.

Thank you,
Kelly Kozlowski + Erik Koehler
1376 E. Lincoln St.

Jana Ecker <Jecker@bhamgov.org> Sun, Apr 19, 2026 at 8:39 PM
To: Clinton Baller <cmballer@avidpays.com>
Cc: "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Alex Bingham <abingham@bhamgov.org>

Will do.

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

[Quoted text hidden]

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Alex Bingham <abingham@bhamgov.org>

City Commission rules regarding selecting a replacement

1 message

'Bloom, David (D.M.)' via City Commission <city-commission@bhamgov.org> Sun, Apr 19, 2(
Reply-To: "Bloom, David (D.M.)" <dbloom4@ford.com>
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>
Cc: Jana Ecker <jecker@bhamgov.org>

Hello Commissioners,

There is an apparent discrepancy between the information communicated last Monday night on the selection of a new commissioner and their term. At Monday's meeting the Mayor s new commissioner selected would serve for 18 months until the next city election. This appears to contradict what is written in the Commission's Rules of Procedure & Principles of Co

In this document, it states that an appointed commissioner will only serve until the next general election, which happens to be this November. It also states that the commission only ne a vote to replace a resigning commissioner within 30 days. It does not state that a commissioner must be appointed, which means that if the deadlock continues, the selection of a new commissioner is not required until November.

Please reference the attached screenshot.

Regards,

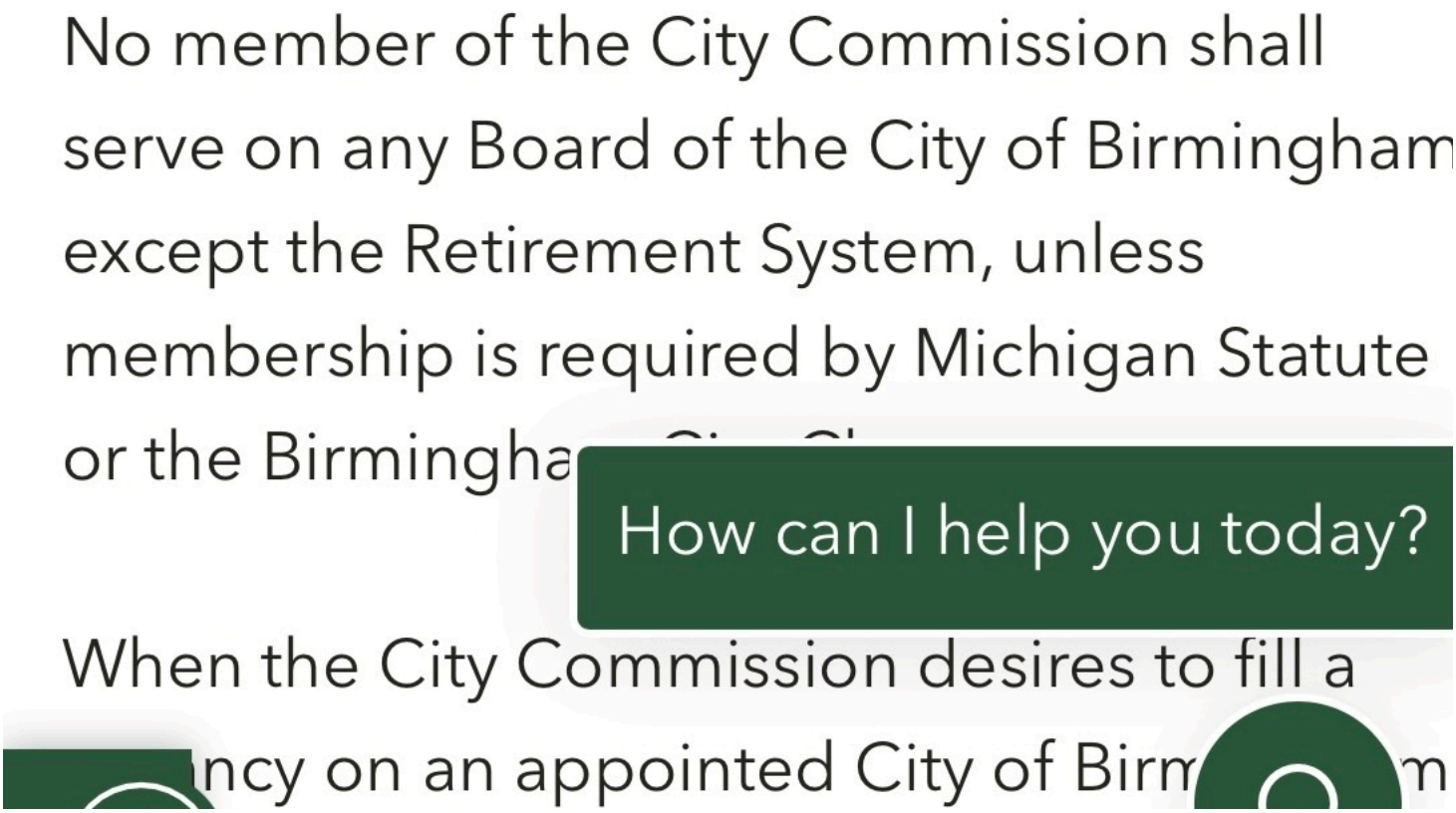
David Bloom
Birmingham, MI resident

Commission Vacancies

If a vacancy occurs on the City Commission, it shall be filled by a vote of the remaining Commissioners (not including the member who is vacating his or her seat). The vote to fil a vacancy shall be taken during a public meeting held within the time prescribed by State Law. Candidates for a vacant seat need not have previously served on, nor sought election to, the Commission.

The person selected to fill a vacancy shall serve only until the next following general election, at which time any remaining unexpired term shall be filled by the voters.

Appointment Procedures



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Horner best choice for city commission seat

Birmingham City Commissioners are currently faced with a rare and unique opportunity – choosing a new colleague to sit alongside them at the commission table. The commission is comprised of seven commissioners, and Anthony Long, who was elected in 2023 after narrowly losing by only six votes in 2021, resigned on March 13 as he is moving out of the city after a marriage last year. We thank Long for his service and wish him well on his move.

The vacancy at the commission table became effective on Monday, April 13, the same night city commissioners first held a workshop to interview candidates who had applied for the position, and then voted for one of the eight finalists chosen. In an unusual occurrence, the six remaining commissioners split into two voting blocs, ending with a 3-3 tie over two of the finalists, Debra Horner and Mary Jaye.

Both women have lived in Birmingham for many years; Horner for 34 years and Jaye for 33 years, and have been active on city boards. Horner works at University of Michigan Center for Local, State and Urban Policy at Gerald Ford School of Public Policy and is currently a member of the Birmingham Environmental Sustainability Committee. Jaye is a retired product and commercial development executive for Chrysler/Stellantis and is on the city's Historic District Committee.

Clearly, either would be an asset to a commission which often gets tangled in minutia and dissension over the best path to take for the long-term goals representing all city constituencies, not just one faction or another which may have a commissioner's ear.

As city commissioner Therese Longe pointed out during the discussion, Horner's professional experience working with dozens of municipalities would be a "godsend" for the city of Birmingham. She would help the commission and staff develop fact-based and best-practices policies and her experience with budgeting, zoning, sustainability and engagement, among other things, would be a great benefit. We agree that Horner would absolutely be the wiser choice and admire her 18 years of government experience, having co-written over 100 municipal policy reports. Horner's years working with the Michigan Municipal League, of which Birmingham belongs, will be a tremendous asset.

Which is why we are so perplexed by commissioner Andrew Haig's vote against her, as he always professes to be a fact-based and data-driven individual, and someone who seeks out best practices.

We dismissed suggestions by some observers that Haig has some issues with a couple of other commissioners and sees an opportunity to flex his political muscle by thwarting them by voting against Horner. We don't see Haig as someone who would play games at the expense of residents, although others might.

But we do wonder if his vote, along with commissioner Brad Host, is driven by Jaye's platform of seeing the Master Plan 2040, and maintaining the "charm" of the neighborhoods and concern about rising home prices, as her chief concern. We know from the last several years that has been a concern by some. However, we must point out that improvements, renovations and knockdowns of older Birmingham homes is nothing new, and the horse is long out of the barn. Horner's more practical advocacy on zoning recommendations mirror a majority of residents' rather than a vocal minority who seek a flashback to the "good ol' days."

While Haig and Host said they preferred Jaye because of her experience in making decisions in her past job, we remind them both that being a member of the city commission means you are just one of seven when it comes to deciding on issues. Host also mentioned that the city does not need any more policies, which would be part of Horner's strengths. That says to us that Host is out of touch.

As for commissioner Kolb – we give. He gave no reason for his vote against Horner which is simply not acceptable. Maybe that is how, prior to his recent retirement, he operated as the top dog at an international advertising and marketing agency, but residents here deserve to hear his logic.

All that said, when the Birmingham City Commission returns on Monday, April 27, we urge they put aside parochial differences and vote for Debra Horner to fill Anthony Long's vacant commission seat. While the overall field of applicants was strong, we see Horner as the gold standard. The commission, the city and its residents would benefit most if she can bring her government knowledge to the table. DT

Can we please put pool issue finally to rest?

We can just imagine a collective eye-roll by a few members of the Birmingham City Commission because we are again visiting, hopefully for the last time, the issue of a pool in the new home for Next on E. Lincoln in the city.

We bring this issue up once again because it was the subject of a recent letter to the commission from the YMCA which reaffirmed that it is leaving the city and has decided against the offer from the city to have the outgoing nonprofit continue to operate the existing pool in the lower level of the Next building. We can't recall the offer to operate the pool as part of a recent public discussion or decision by the city commission. We do know that at least a couple members of the city commission met in recent months at the DAC in Detroit with at least one member of the YMCA, so we can only assume that the letter was an outgrowth of that non-public meeting.

We know from correspondence and citizen comment at city commission meetings that there is still a small but vocal lobbying group which bemoans the loss of the YMCA and more specifically the pool.

In this space earlier this year we said the following:

City officials spent over two years attempting to delve into a proposal that would have turned the E. Lincoln building into a community center, then the efforts shifted and the city considered building a new center at the site with a price tag of $30 million and most likely more, paid off by taxpayers over 20-25 years. A prime example of wasted time and considerable taxpayer funds.

Commissioners finally, last October, came to their senses and refocused their attention on a new home for Next, with incremental changes and improvements to the building, much like the library board has done over the last several years with the Baldwin Public Library.

Then we heard that special interests in the city and on the commission wanted to make one last attempt to alter the plan for the Next home by keeping the pool in the basement level still operating. The faulty logic was that Next won't be using the lower level of the building when they first move in, so why not put it to use.

Sorry. We say to the special interests (including some rogue members of the commission who may personally use the very aged pool) and political gadflies who cannot let this project proceed as it should – no one expected the lower level of the building to be transformed on day one.

Voters were asked and gladly approved a three-year millage – worth about $3.5 million – to fix up the existing building for use primarily by Next. In fact, a Memorandum of Understanding (MOU) in May of 2023 was entered into by the city and Next that provided that 75 percent of the building would be used by the senior services group.

When the building was first purchased, unofficial plans called for the pool to be filled in, and then changes could be made on an incremental basis.

So to those still insisting that a pool must be part of the Next building, we say – give it a rest. That train has left the station. Move ahead with what voters were told was going to happen to the E. Lincoln building. A new home for Next. And a home unencumbered with issues like the pool. DT

BIRMINGHAM
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Alex Bingham <abingham@bhamgov.org>

Re: Birmingham YMCA

1 message

Clinton Baller <cmballer@avidpays.com> Mon, Apr 13, 2026 at 10:38 AM
To: Nancy LaBella <nlgtennis@gmail.com>
Cc: Jana Ecker <Jecker@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Cris Braun <cbraun@birmingham.k12.mi.us>, City Commission <city-commission@bhamgov.org>

Nancy,

The operating expenses for Next are estimated to be less than half what you suggest -- in the range of $200,000-$250,000 per year. But I caution, that is just an estimate. Next's expenses will be offset by income from memberships, fees and contributions of communities that are part of the interlocal agreement. Next will cover expenses for its portion of the building after it occupies it. Expenses for portions of the building not occupied by Next will be covered by the city after the Y fulfills its obligation to cover expenses through the end of August. Birmingham taxpayers will foot that bill because Birmingham taxpayers own the building. With regard to making health and fitness of residents a priority: Government has many responsibilities. Police, fire, EMS, roads, sewers and watermains come to mind as probably our top priorities. There are no private-sector service providers who are going to step in and take care of that stuff. By contrast, innumerable private-sector companies locally provide health and wellness services. That is not to say that the city would never build a center that serves that purpose. In fact, we recently hired Plante Moran Realpoint to help the city evaluate proposals for public/private partnerships that bring benefit to the city. Such a center might be considered in that context. For now, the city commission decided that 400 E. Lincoln was a bargain at $2 million ($500,000 of which was put up by Next), that it should serve as a home for Next, that we should ask for voter approval (which we received) for $3 million to renovate the building, that a new building was too expensive given our other priorities, that Next should occupy the first floor, and that we need to consider what to do with the pool and upstairs, taking into account compliance with some pretty strict (and costly) ADA requirements.

I hope I've answered some of your questions. I know it may not satisfy you or be the answers you are hoping to hear. I'm just trying to be straightforward with you about where we are and the many considerations in play.

I hope you don't mind that I copy several city officials, as well as Cris Braun, on this exchange of ideas.

Best,

Mayor Baller

cc. City Manager Jana Ecker, City Attorney Mary Kucharek, City Commission, Next Director Cris Braun

On Sun, Apr 12, 2026 at 7:49 PM Nancy LaBella <nlgtennis@gmail.com> wrote:

> You indicate that you can “assure” me
> that NEXT can cover their operating expenses but you do so without indicating just what those operating expenses are expected to be. Are they $500,000 a year? This is an operating expense estimate I have seen before. Is NEXT covering that? That doesn’t seem likely. If they are not covering the full operating costs for the building, please say so and tell me who is? Birmingham taxpayers? I hope not. Why would Birmingham taxpayers pay any share of operating expenses for a building that we apparently have no plans to fully utilize? To subsidize a tenant whose membership is less that 40% Birmingham residents? As a Birmingham taxpayer, I respectfully decline.
>
> I did support the senior millage as I would have supported a bond to build new. As I recall the estimated annual cost per household was roughly $200 annually. We can afford it.
>
> I have zero expertise in leading capital campaigns but I believe the City should be taking the lead in identifying public/private funding sources for an amenity that I assumed was well within the means of this community when I moved here five years ago.
>
> My big question now is why the health and fitness of Birmingham residents is not a higher priority to our City Commission.

Thank you,

Nancy LaBella
989.615.7986
nlgtennis@gmail.com

> Nancy LaBella
> 989.615.7986
> nlgtennis@gmail.com
>
> On Apr 11, 2026, at 6:04 AM, Clinton Baller <cmballer@avidpays.com> wrote:
>
> Nancy,
>
> Thanks for writing.
>
> I can assure you that Next can afford to uphold its end of the agreement on 400 E. Lincoln. What is your basis for suggesting otherwise?
>
> As to plans for the remainder of the building, we are exploring options. To suggest that we have settled on a firm plan would be incorrect.
>
> Voters approved raising and spending roughly $3 million to get Next into the building, and at long last, that's what we're doing. You may recall that we delayed the work for nearly two years as we explored the idea of a new building. It would have cost nearly $40 million, and the commission decided that was too high a price. Did you support the senior millage to renovate the Y?
>
> As for a capital campaign, we would welcome anyone willing to help lead a capital campaign to raise funds for a future new building, which is not out of the question. Is that something you'd be willing to do?
>
> Finally, if you are an engaged member of Next, then you understand its urgent need for a new home. That is our focus now as we consider possible next steps.
>
> Best regards,
>
> Clinton Baller
> Mayor
>
> On Sat, Apr 11, 2026 at 1:37 AM Nancy LaBella <nlgtennis@gmail.com> wrote:
>
> > Hello City Commissioners,
> >
> > I am Birmingham resident, member of the YMCA, and a member of NEXT. I enjoy living in Birmingham, enjoy being a member of the YMCA and a member of NEXT. I am concerned about what appears to be the plan for 400 Lincoln. The building is over 70 years old and in poor condition. The location is wonderful for the community and I feel the plan that is going to be put in place is unsustainable.
> >
> > NEXT cannot afford the utilities and upkeep on that building. I propose to cut losses and NOT put good money into a very old rundown building and use dollars from the city of Birmingham's resources to build a new building.
> > I also feel you could raise significant funds from foundations and members of the community at large.
> >
> > Thank you for your consideration in this urgent matter.
> >

> Nancy LaBella
> 989.615.7986
> 723 Oakland Avenue
> Birmingham MI
>
> nlgtennis@gmail.com

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Alex Bingham <abingham@bhamgov.org>

Use of YMCA facility by NEXT

1 message

'Linda Bloch' via City Commission <city-commission@bhamgov.org> Fri, Apr 10, 2026 at 3:02 PM
Reply-To: Linda Bloch <lindabloch@comcast.net>
To: city-commission@bhamgov.org

Honorable Commissioners, my name is Linda Bloch and I reside at 484 West Maple Road, the historic former residence of Martha Baldwin, in Birmingham. I am 81 years young and have been fortunate enough to have lived in Birmingham at 3 different locations for more than 50 years. My last move was to my present location adjacent to downtown over 25 years ago. I am hopeful that I can age in place at this walkable location for the rest of my life. Integral to my continued health is being able to walk in downtown for the many goods and services including the library, restaurants and movie theaters and the ability to call on community transportation services when the time comes that I can no longer drive. Also integral to my continued heath and mobility is my dependence on the senior wellness exercise programs provided by the YMCA. My health insurance recognizes the importance of these programs to my continued good health and vitality by providing free membership to the YMCA. Although I recognize that NEXT provides some good programs and a good source of community, I have found the physical fitness programs not only limited and inadequate but expensive for anyone on a fixed income. I shall sadly miss the broad range of fitness classes provided by the Y and have not given up hope that somehow the New Next will provide some accommodation for including the fitness classes that have provided a sense of community and belonging as well as an important resource for the continued health and vitality of the ‘aging in place’ senior population of Birmingham. I can be reached at 248-321-2973 by phone or text and by the address above by email. Thank you for your time and attention to my concerns in this matter.
Sincerely, Linda Bloch
Sent from my iPhone

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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/C5943BE9-DDE4-4D93-BA95-29B757F20DB1%40comcast.net.

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Alex Bingham <abingham@bhamgov.org>

400 E. Lincoln Development

2 messages

'Michael Clift' via City Commission <city-commission@bhamgov.org> Wed, Apr 8, 2026 at 2:43 PM
Reply-To: Michael Clift <inkamike@icloud.com>
To: city-commission@bhamgov.org

The city's purchase of 400 E. Lincoln to serve as a home for NEXT is becoming a bigger fiasco for Birmingham taxpayers with each passing day.

Recent email responses from city commissioners have dismissed continued operation of the pool as unlikely to be financially feasible. One commissioner doesn't see enough revenue from the projected user community. Another estimated "$6 million of capital improvements to make the pool usable going forward." (I wonder if that is actually the number to make the lower and second levels accessible?) At any rate, this begs the question - just what is the plan if we don't fully utilize the building? NEXT plans to use 15,000 SF. What about the remaining 29,000 SF? Who pays the operating expenses? As a solo tenant, I know NEXT doesn't expect to cover the cost. Am I missing something?

One of the same responses went on to indicate "It will take several million just to make the ground floor usable." Lots of zeroes there. Who is picking up the tab for those modifications?

Less than 40% of the NEXT members reside in Birmingham but it looks like Birmingham taxpayers are going to end up on the hook for both the modifications needed to make the ground floor usable and a majority of the operating expenses going forward. Are the long promised interlocal agreements going to make up the difference? I doubt it.

So maybe the $2 million purchase was not the bargain we once envisioned it to be. Short of putting the 400 E. Lincoln property back on the auction block, there is no way that the City of Birmingham avoids putting several million dollars of additional investment into the property.

That being the case, I think that the 96% of Birmingham residents that are not members of NEXT should get something out of it.

In addition to serving as the home for NEXT, we need to come up with a plan for the building to serve as a community fitness center (including an aquatic facility) open to all residents. Will this facility generate sufficient revenue to cover the costs? While the facility will produce revenue, the short answer is no. But Birmingham residents will enjoy fitness and recreation options that would not otherwise be available. And as I look at the math, I don't think city taxpayers will come out any worse than they can expect to in the current NEXT-only option. If I am wrong, maybe you can show me your math?

I think it is time to concede that we need a better plan for 400 E. Lincoln. Let's develop a fitness and recreation center that serves all residents.

Sincerely,

Michael Clift
Birmingham, MI

Sent from my iPad

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'Michael Clift' via City Commission <city-commission@bhamgov.org> Tue, Apr 14, 2026 at 10:41 AM
Reply-To: Michael Clift <inkamike@icloud.com>
To: Kevin Kozlowski <kkozlowski@bhamgov.org>
Cc: city-commission@bhamgov.org

Kevin,

Thank you for responding to my email.

Let me begin by addressing the question posed in the last paragraph of your response.

What I have in mind is developing 400 E. Lincoln in a way that meets the needs of Birmingham seniors while ensuring that the existing facilities are fully utilized to also serve as a fitness and recreational center for all residents.

Under the current plan as I understand it, NEXT will utilize substantially less than half of the available square footage and their responsibility for building operating expenses will be proportional to their usage. Birmingham residents will be asked to pick up the tab for the unused square footage. A pretty sweet deal for NEXT, an organization whose membership is less than 40% Birmingham residents.

Of course, the operating expenses would be less in the building if the pool was decommissioned. How much less? I don't know. But all a pool concessionaire needs to do is cover the marginal cost of the pool operating expenses to leave the city no worse off financially than they are planning to be under the current plan. My bet is that can be done.

The counter argument might be that accessibility of the lower level will entail additional one-time expenses. True, but as you point out, we really don't know what expenses will be required.

We also need to acknowledge that, pool or no pool, the city will eventually need to bite off the lower (and upper level) accessibility expenses anyway. The alternative is asking Birmingham taxpayers to permanently absorb the operating expense of the unused space. I believe the taxpayers will resoundingly reject that prospect.

We bought the building. We may as well use it to meet the needs of Birmingham residents.

Sincerely,

Michael Clift
Birmingham

> On Apr 11, 2026, at 3:54 PM, Kevin Kozlowski <kkozlowski@bhamgov.org> wrote:
>
> Hi Michael,

I know how important this is to you and how much you want to see the City provide a fitness center and a public indoor pool. First, I should apologize. I was the one who replied to some other residents with the $6 million number, but that wasn't totally accurate. This was indeed the cost estimate the Y gave us to make it feasible for them to operate in the remaining space, but it included more renovations than simply making the pool accessible. I should have corrected my earlier statement sooner.

However, making the pool accessible is still going to be difficult. My understanding is that there is currently elevator access, but the elevator is not ADA compliant, the shaft is not large enough to make it ADA compliant, and it's not clear where another shaft could be placed. The City is trying to figure out if there's some way to bypass ADA compliance if we are using the same building for the same purpose, but as of yet I don't think we know.

I was surprised by some of your other questions. Other communities provide senior facilities and programming paid for (at least in part) by property taxes. There are, I believe, even special carveouts so senior millages do not contribute to a municipality's Headlee limit. Rather than providing this programming "in-house", we contract with Next to supply it, but the net result seems the same to me. Do you feel that Birmingham should expect Next to fund most or all of its operating expenses from member fees? In terms of renovating the first floor, a senior millage was placed on the ballot several years ago to raise funds to perform capital improvements for a senior center in Birmingham. This millage passed handily, and that is what is funding this work. This feels like the most appropriate use of this money to me. Do you disagree or feel that we should be using it in some other way?

To clarify your last paragraph, suppose the City just copied the Y's plans. We spend $6 million on renovations and then operate the rest of the building as a public fitness center (probably with some kind of membership fees). Is that more or less what you have in mind?

Thanks for your continued engagement. I hope to talk again soon.

Best,
Kevin

[Quoted text hidden]

[Quoted text hidden]

To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/F0FA09C7-2218-4866-AEFC-7AF34DA75D42%40icloud.com.

BIRMINGHAM
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Alex Bingham <abingham@bhamgov.org>

Bham Y

1 message

Joan Krempel <joankrempel@gmail.com> Thu, Apr 9, 2026 at 3:07 PM
To: City-commission@bhamgov.org

WE are VERY disappointed the Bham Y is closing. Many of us have been going there to exercise, swim, etc., for decades!
Joan Krempel

--
You received this message because you are subscribed to the Google Groups "City Commission" group.
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To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAL4ffWZNn0WdBCx67oFVU0sZ99%3DXNbv3tQ3w59hZaOWEyWUUxw%40mail.gmail.com.

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Bham Y

1 message

Joan Krempel <joankrempel@gmail.com> Thu, Apr 9, 2026 at 3:07 PM
To: City-commission@bhamgov.org

WE are VERY disappointed the Bham Y is closing. Many of us have been going there to exercise, swim, etc., for decades!
Joan Krempel

--
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Next
Your Place to Stay Active & Connected

Cris Braun
Executive Director
CBraun@birmingham.k12.mi.us
248.203.5270

Proudly Serving the 50+ population of Birmingham, Bingham Farms, Beverly Hills, Franklin and surrounding areas.

Ms. Jana Ecker
City Manager - City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

March 30, 2026

Dear Ms. Ecker,

With the City of Birmingham's support, Next continues to grow and thrive, reaching more seniors than ever before.

Next serves Birmingham seniors with a wide variety of opportunities for socialization, enrichment, and life-long learning, as well as health and wellness presentations, fitness classes and creative art offerings.

Beyond our membership, Next serves hundreds of additional Birmingham residents through our Support Service Department. Last year, Next had over 9,000 interactions with Birmingham residents by providing Meals on Wheels, reliable transportation, home and yard maintenance, liaising with area agencies, and providing referrals and information with the goal of allowing seniors to remain safely in their homes.

We know the demand for critical resources will continue to grow and costs continue to rise. Forecasting for the new fiscal year, we would like to respectfully ask the City of Birmingham to continue to support Next at its current level of $126,632.00. With this support, we are positioned to meet the needs of Birmingham residents with uninterrupted services and enriching programs while ensuring accessibility to all who wish to participate.

We are proud of what we've built together for Birmingham's seniors and are grateful for your continued confidence in Next. We know our success depends on community partners like Birmingham in order to deliver the programs and services your residents require to retain an engaged, healthy and independent lifestyle.

Thank you for your consideration.

Cris Braun

APR 21 2026
2:51 PM
RECEIVED
CLERK'S OFFICE

Richard Nodel
455 Aspen Rd.
Birmingham, MI 48009

April 17,2026

Dear City Officials,

I am writing to respectfully request that the City of Birmingham consider amending the current ordinance that prohibits placing trash at the street before 4:00 p.m. on the day prior to scheduled pickup. For reference, it is Chap 90 Sec 90-28 CollectionSchedule.

I am nearly 80 years old, and my wife has undergone two hip replacement surgeries. Due to our physical limitations, we rely on our housekeeper to assist with taking our trash from the garage to the street. She typically leaves our home between 1:00 and 2:00 p.m.on the day before our scheduled pick up. Unfortunately this falls outside the permitted time window. As a result, we have received violation notices.

When I received the notice, it occurred to me that we may not be alone in this situation. There are likely other residents, particularly seniors or individuals with mobility challenges, who depend on third-party assistance for tasks like trash placement.

I know that the City has a concern for its senior citizens and is looking for ways to help residents "age in place" . What better way to support residents that wish to remain in their homes as they grow older. Allowing reasonable exceptions to this ordinance for senior citizens or those with documented needs would be a meaningful way to align city policy with the goals of that program.

I kindly ask that the City consider revising the ordinance or implementing an exception or permit system for residents in circumstances similar to ours.

Thank you for your time and consideration.

Sincerely,

Richard Nodel

richard@nodelparks.com

248 318-7505

MEMORANDUM

Police Department

DATE: April 27, 2026

TO: Jana Ecker, City Manager

FROM: Scott Grewe, Chief of Police

SUBJECT: Flock Safety Staff Report

In the summer of 2023, the Police Department entered into an agreement with Flock Safety to strengthen its ability to prevent and investigate crime. The Department utilizes only License Plate Reader (LPR) technology from Flock, deploying eight strategically placed cameras at high traffic entry and exit points, along with one portable unit that can be used as situations demand. This targeted approach ensures maximum effectiveness while limiting unnecessary data collection.

The system is deliberately narrow in scope. It captures only vehicle related information such as license plate number, make, model, and the color. It does not collect biometric or facial recognition data. All information is stored securely by Flock Safety and automatically deleted after 30 days. Access is controlled by the Police Department and restricted exclusively to legitimate law enforcement purposes.

Birmingham's LPR data is accessible only to in-state law enforcement agencies that have been authorized by our Department. Federal and out of state agencies cannot access this data. Every search conducted within the system is permanently logged, including the user, search criteria, date, time, and justification. The Department conducts annual audits to ensure compliance, and for the purpose of this report, conducted three-month review which confirmed zero unauthorized access. This level of oversight ensures the system is used responsibly, transparently, and in alignment with community expectations.

Flock technology can also provide officers with real time alerts tied to serious public safety concerns, such as stolen vehicles, wanted or missing persons, hit-and-run incidents, and human trafficking cases. In rapidly evolving situations, the system can instantly notify officers if a suspect vehicle enters the city, allowing for faster, safer, and more coordinated responses. Alerts for known suspects, like our continued retail fraud thefts from local downtown businesses, have dramatically increased our ability to safely take suspects into custody before they are able to get into their vehicles and create a dangerous flee and elude type situation.

The following are a few success stories from Birmingham in the past three years:

- Located a missing 89-year-old who was lost while driving.
- Assisted in the capture of the chronic porch thief from the last holiday season.
- Located a missing person with dementia.
- Assisted in locating a possible suicidal person.
- Assisted in the recovery of several stolen vehicles.
- Assisted in changing the search for a missing / endangered woman from the metro Detroit area to Chicago, where she was successfully discovered.
- Successfully developed several suspects of a large organized vehicle theft ring involving several stolen vehicles in Birmingham.

These are just a few examples of how the department has utilized this new technology to assist in a variety of ways. Prior to having Flock cameras, it was routine for our department to take a report of a crime that occurred, only to have a suspect vehicle description with no way to identify the vehicle. Flock has enabled us to locate some of these suspects. The use of these cameras has led to an increased capture/conviction rate by all agencies utilizing them.

As can be seen in the Police Department's 2025 Annual Report, since the use of Flock cameras, adult arrests have increased from 2023 to 2025 by 29%, and crime during the same time period has dropped by 24%. While there are certainly other factors involved, there is no doubt that Flock cameras have had a significant impact on these statistics, not only locally but across the state as well.

Flock cameras enable the Police Department to act faster, operate smarter, and protect the community more effectively, all while maintaining strict safeguards on privacy and data use. The Police Department continues to monitor and review new and emerging technology to ensure we are doing our best to keep Birmingham a safe and walkable community.



HOME DESIGN + DECOR FOOD + DRINK WHERE TO STAY

REALTORS DISCOVER BIRMINGHAM ABOUT US

NEWS + FEATURES BY DESIGN CONTACT US



Apr 21, 2026

Every Empty Storefront Is An Opportunity

Every empty storefront has a story to tell. Sometimes it's a happy story – the business grew and needed a larger space. Sometimes it's a sad story – sales didn't keep up with the rent. Sometimes it's happy and sad all at once – retirement or some other life change convinced the owner to move on from the business.

Downtown Birmingham has seen all these stories – and others – unfold in the first third of 2026.

Part 1: Who's Leaving Downtown Birmingham?

You might not have noticed, but ten retail spaces that were filled a year ago are now empty or will be empty in very short order. That's because the businesses in those spaces either moved or closed. In alphabetical order, they are:

- **B. May** (576 North Old Woodward)
- **Barbara Boz** (266 East Maple)
- **Cristions Fine Line & Down** (205 North Old Woodward)

- **Rotate Boutique** (361 East Maple)
- **St Croix** (268 West Maple)
- **Untied** (223 South Old Woodward)

Also, there are other empty spaces around Downtown. By "empty" I mean spaces that do not have an apparent tenant slated to move in. These include:

- 303 East Maple, between Touch of India and Jaus. Most recently it was Supernatural Lingerie.
- 369 North Old Woodward, a first floor space at the swank Brookside Residences. This may not end up being a retail space, but I suppose it could be, so it's on the list.
- 458 South Old Woodward, between CVS and Cicchini Custom Clothier, which used to be a dry

cleaner.

- 532 North Old Woodward, which until recently was a dental office.
- 784 South Old Woodward, longtime home to Tiffany Florist before it moved further south on Old Woodward. One expects the property will be developed.

Each of these spaces is somewhere between 800 and 2,000 square feet. In aggregate, that's a good chunk of retail square footage. And all those "FOR LEASE" signs don't create a good impression ... even if there's not too much to be concerned about, Downtown-wide.

There's always churn when it comes to retail. Some spaces can see a new tenant every few years. Others have tenants that stay for decades. But there will always be some businesses going and other businesses coming.

What matters most for Downtown Birmingham is what kind of businesses will be coming and what the Downtown marketplace can support.

Because every empty storefront is also an opportunity.

Part 2: What Does Birmingham Want?

Every month, the Birmingham Shopping District – the folks who oversee Downtown Birmingham and support it with social media, events and promotions – holds a meeting. They post an agenda and a meeting packet of various pertinent documents pertinent. A couple months ago, that packet included the results of a survey conducted last year. The report is dated January 2026 and titled, "Downtown

survey, which is what you do when you don't have a big market research budget.

- The questionnaire included both closed-ended and open-ended items.
- There were 1,401 responses.
- A majority (59%) of respondents identified themselves as Birmingham residents, 26% as visitors, 10% as employees in Downtown Birmingham, 3% as business owners or managers. Two-thirds (65%) reported living in Michigan's greatest zip code, 48009.
- Women were 75% of respondents.
- Of those who identified their age cohort (3% did not), 52.6% were over the age of 50 (all respondents reporting an age were 19 or over). Compared to Birmingham, that's a little younger – 54% of adults 20+ living in Birmingham are in the 50 or older cohorts Compared to America, it

skews five points older – 47.8% of U.S. adults 20+ are in the 50 or older cohorts;.

Yes, the respondent base leans very heavily more female. That's not a surprise. Many, many of Downtown's businesses serve an audience dominated by women. When it comes to age, I was a little surprised the respondent base didn't come in even older: Self-administered surveys often have the challenge of oversampling retirees.

Anyway, what was on the minds of these 1,401 folks?

Overall, they were fairly satisfied with what Downtown Birmingham has to offer. Four-fifths (81%) answered yes to the question, "Is the assortment of restaurants in Downtown Birmingham" desirable. Nearly two-thirds (64%) said yes to the same question about the assortment of retail shops.

What thoughts did they have about the dining situation? Themes on Downtown's room for improvement included: More availability (more restaurants open on Mondays and longer hours at casual and breakfast/lunch spots); more casual and affordable options; more diversity of ethnic cuisines; more family-friendly options; more quick-service/grab-and-go options.

On the shopping side, thoughts on improvements included: Longer business hours (later evenings, earlier mornings, more Sundays); more affordable stores (too many furniture stores, too many stores "not geared towards the average consumer," not enough "practical, moderately priced clothing," too many services like salons, spas, jewelers and realtors); more local conveniences, like a food market, drug store, hardware store, shoe repair shop).

Some of these complaints I agree with. Primarily about business hours. When I moved here 23 years

Though I do reject the "too many furniture stores" thing. I kind of have to: Birmingham By Design is premised on a love of Downtown's businesses focused on home design, décor and household furnishings. So screw those people!

Part 3: So What About Those Empty Storefronts?

And what's my answer to a dozen or so empty storefronts across Downtown? I've got four thoughts:

- Plenty of the things people say they want from Downtown Birmingham already exist in Downtown Birmingham. Gift shops? Lori Karbal, Found Objects, The Good Day, Greene & Company – and for that matter Paper Source, CB2 and West Elm – have plenty to offer at a wide range of price points. Looking for good quality but reasonably affordable takeout? You've got Bakehouse 46, Bo

points. Looking for good quality but reasonably affordable takeout? You've got Bakehouse 46, Be Well, Beyond Juice, Birmingham Roast, Brooklyn Pizza, Café Origins, Commonwealth, Greek Islands, La Pecora Nera, Leo's, Pure Green, Sweetgreen and The Taco Stand Taqueria. The problem isn't what's available; it's either ignorance or bias. Maybe the Birmingham Shopping District needs more budget to hammer home to the local audience just how much is available here.

- From where I stand, any good business moving into Downtown is a good thing for Downtown. That includes the RH Detroits, Vuoris and Design Within Reaches (for instance). But there needs to remain a healthy foundation of locally owned businesses. Sometimes I suspect people forget the majority of Downtown businesses are local businesses. I have no clue what kind of incentives the city of Birmingham or the Birmingham Shopping District can offer local business owners to fill those empty spaces – maybe it's up to landlords to steal the best of the businesses currently in Royal Oak, Ferndale and Rochester – but keeping the Michigan's-best-collection-of-shops vibe going is important.

- One way to ameliorate the complaint that Downtown is too expensive is making better use of – and promoting – the footprint outside the central part of Downtown. To the north, the charming stretch of shops on Old Woodward (from 526 to 588) has three empty spaces. The retail action there now includes Metals In Time, The Good Day, Birmingham Psychic Crystal Gallery, Lori Karbal, Greene & Company, Lola B., Chrysalis Couture, Lil' Rascals and Arm Candy – with Lost And Found Vintage on the way (plus some salon and spa-type businesses). Three more clothing

- Also look south. Too many people believe Downtown ends at Brown Street. Maybe because almost every Downtown event happens in the central part of Downtown. More events in the South Old Woodward chunk of Downtown (leveraging the green space south of the 555 building) can do for that end of Downtown what the Farmer's Market and Booth Park do for the other end. Right now, the only thing out of the ordinary going on south of Brown Street is the Dream Cruise event/Chevrolet display staging in mid-August. Downtown south of Brown has sufficient activity of both the retail and restaurant kind – plus a good number of wellness businesses – that can give that micro neighborhood more of a persona.

- One other thing: It's important to take the criticisms that come out of the survey with a skeptical eye. Destination branding needs buy in from locals. But it fails if locals are the only audience. Or have a veto on cultivating other audiences. I did destination marketing work in the Upper Peninsula; there's a significant population up there that doesn't want tourists coming around. Because they don't want the U.P. to change. There's a lesson in that.

Those who pine for the days when there were two shoe repair shops in the heart of Downtown Birmingham – one just 20 paces from Maple and Old Woodward – simply have to get over it. Smalltown Birmingham is gone and ain't coming back.

The sit down restaurants, the boutiques, the salons, the spas – and so on – are what bring visitors and their money to Downtown Birmingham ... and keep the local economy turning. The expensive restaurants, shops, salons, spas and hotels are what gives Downtown Birmingham a public profile beyond our city limits and make it a unique and valuable destination.

The people who criticize Downtown Birmingham for not having enough stores "geared towards the average consumer" are missing the reality of things: There are plenty of places they can get that. Just not here. Having businesses "geared toward the average consumer" would be the death of Downtown Birmingham.

Part 4: A Last Thought

As I said earlier, every empty storefront has a story to tell. And every empty storefront is an opportunity.

community around it – and to people beyond the city limits of Birmingham, Michigan.

As the retail spaces listed above started going empty early this year, my first reaction was not positive. Maybe it was just the fact it was the depth of winter. But, now, in the light of spring, I'm excited about the opportunity these empty storefronts offer – to the entrepreneurs who will fill them, the Downtown landscape and the economy of Birmingham.

Some of the stores that fill these spaces will come and go. But others will be here for a very long time and become valued fixtures in the Birmingham landscape. They'll add another chapter to the story of what Downtown Birmingham is all about – and what it's becoming.

Thanks for reading.

Mark Lantz

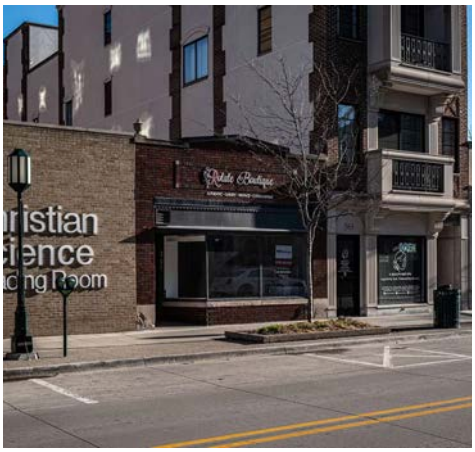
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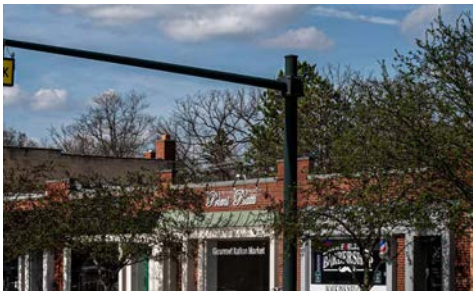
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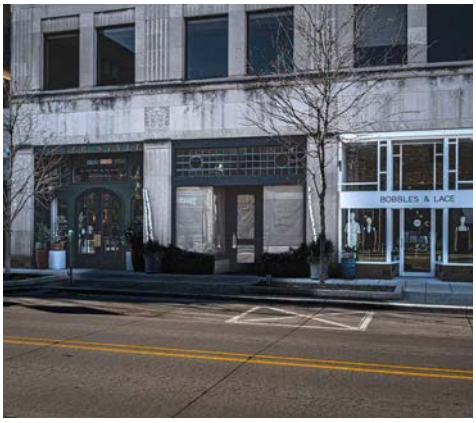












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Apr 21, 2026

Every Empty Storefront Is An Opportunity



Apr 12, 2026

My Wish List: A Sculpture Park For Downtown



Mar 27, 2026

5 Lessons From Rag & Bone's Arrival In Downtown Birmingham

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STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-21595

- DTE Electric Company requests Michigan Public Service Commission approval for reconciliation of its power supply cost recovery plan (Case No. U-21594) for the twelve months ending December 31, 2025.

- The information below describes how a person may participate in this case.

- You may call or write DTE Electric Company, 1 Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: https://mi-psc.my.site.com/s/.

- A pre-hearing will be held:

DATE/TIME:	**Thursday, May 7, 2026 at 9:00 AM**
BEFORE:	**Administrative Law Judge Theresa A.G. Staley**
LOCATION:	Video/Teleconference
PARTICIPATION:	Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge's secretary at (517) 284-8130 or by email at LARA-MOAHR-PSC@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) March 31, 2026 application requesting the Commission to: 1) approve it's 2025 Power Supply Cost Recovery (PSCR) reconciliation, as proposed; 2) authorize DTE Electric to reconcile its total PSCR under-recovery at year-end 2025 of $109,166,402 including interest and the impacts from nuclear production tax credits and Financial Compensation Mechanism earnings, from all PSCR customers via a roll-over of such under-recovery as the January 2026 starting balance for the 2026 PSCR Reconciliation; and 3) grant DTE Electric such further additional relief and authority as the Commission may deem necessary, suitable and appropriate.

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All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: https://mi-psc.my.site.com/s/. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in PDF format, as an attachment to an email sent to: LARA-MPSC-edockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: LARA-MPSC-edockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by April 30, 2026. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Jon P. Christinidis, 1 Energy Plaza, 688 WCB, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process for participating in the hearing.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of their wish to make a statement of position. Mich Admin Code, R 792.10413 (Rule 413).

Any person wishing to file a public comment may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21595**. Statements may be emailed to: LARA-MPSC-edockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917.

All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Executive Secretary at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, and R 792.10401 through R 792.10448.

U-21595

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STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-22067

- DTE Electric Company requests Michigan Public Service Commission's approval for reconciliation of its Electric Infrastructure Recovery Mechanism for the 12 months ended December 31, 2025.

- The information below describes how a person may participate in this case.

- You may call or write DTE Electric Company 1 Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: https://mi-psc.my.site.com/s/.

- A pre-hearing will be held:

DATE/TIME:	**Thursday, May 14, 2026 at 9:00 AM**
BEFORE:	**Administrative Law Judge Lesley C. Fairrow**
LOCATION:	Video/Teleconference
PARTICIPATION:	Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge's secretary at (517) 284-8130 or by email at LARA-MOAHR-PSC@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) March 27, 2026 application requesting the Commission to: 1) approve DTE Electric's 2025 Infrastructure Recovery Mechanism (IRM) reconciliation, as proposed; 2) approve DTE Electric's $0.09M over-recovery and proposal to return this amount to customers through the recording of a regulatory liability to be amortized in a future DTE Electric general rate case; and 3) grant DTE Electric such further additional relief and authority as the Commission may deem necessary, suitable and appropriate.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: https://mi-psc.my.site.com/s/. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in PDF format, as an attachment to an email sent to: LARA-MPSC-edockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: LARA-MPSC-edockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by May 7, 2026. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Carlton D. Watson, One Energy Plaza, 1650 WCB, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process for participating in the hearing.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of their wish to make a statement of position. Mich Admin Code, R 792.10413 (Rule 413).

Any person wishing to file a public comment may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-22067**. Statements may be emailed to: LARA-MPSC-edockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917.

All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Executive Secretary at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Administrative Hearing Rules of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106(2), (3), (4), (5), (6), and (7); R 792.10121; and R 792.10401 through R 792.10448.

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BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-21595

- DTE Electric Company requests Michigan Public Service Commission approval for reconciliation of its power supply cost recovery plan (Case No. U-21594) for the twelve months ending December 31, 2025.

- The information below describes how a person may participate in this case.

- You may call or write DTE Electric Company, 1 Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: https://mi-psc.my.site.com/s/.

- A pre-hearing will be held:

DATE/TIME:	**Thursday, May 7, 2026 at 9:00 AM**
BEFORE:	**Administrative Law Judge Theresa A.G. Staley**
LOCATION:	Video/Teleconference
PARTICIPATION:	Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge's secretary at (517) 284-8130 or by email at LARA-MOAHR-PSC@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) March 31, 2026 application requesting the Commission to: 1) approve it's 2025 Power Supply Cost Recovery (PSCR) reconciliation, as proposed; 2) authorize DTE Electric to reconcile its total PSCR under-recovery at year-end 2025 of $109,166,402 including interest and the impacts from nuclear production tax credits and Financial Compensation Mechanism earnings, from all PSCR customers via a roll-over of such under-recovery as the January 2026 starting balance for the 2026 PSCR Reconciliation; and 3) grant DTE Electric such further additional relief and authority as the Commission may deem necessary, suitable and appropriate.

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All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: https://mi-psc.my.site.com/s/. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in PDF format, as an attachment to an email sent to: LARA-MPSC-edockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: LARA-MPSC-edockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by April 30, 2026. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Jon P. Christinidis, 1 Energy Plaza, 688 WCB, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process for participating in the hearing.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of their wish to make a statement of position. Mich Admin Code, R 792.10413 (Rule 413).

Any person wishing to file a public comment may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21595**. Statements may be emailed to: LARA-MPSC-edockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917.

All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Executive Secretary at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, and R 792.10401 through R 792.10448.

U-21595