I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
   Pierre Boutros, Mayor

II. ROLL CALL
   Cheryl Arft, Acting City Clerk

III. PUBLIC COMMENTS
The City of Birmingham welcomes public comment limited at the Mayor’s discretion on items that do not appear in the printed agenda in order to allow for an efficient meeting. 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 step to the microphone, state your name for the record, and direct all comments or questions to the presiding officer.

IV. NEW BUSINESS
A. To authorize the agreement with DRV Contractors to replace the existing barrier façade system surrounding the N. Old Woodward parking structure and install a new cable barrier system for an amount not to exceed $591,000 from account #585-538.005-977.0000. Further, to direct the City Mayor and City Clerk to sign the agreement on behalf of the City.

   AND

To authorize the agreement with WJE Engineers and Architects, PC to design the barrier cable system for the N. Old Woodward parking structure and to provide construction observation services for an amount not to exceed $25,000 from account #585-538.005-977.0000. Further to direct the City Mayor and City Clerk to sign the agreement on behalf of the City.

V. ADJOURN

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk’s Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).
DATE: February 1, 2020
TO: Joseph A. Valentine, City Manager
FROM: Tiffany J. Gunter, Assistant City Manager
SUBJECT: Emergency Repair – N. Old Woodward Parking Structure Façade Repair Work

INTRODUCTION:

On Tuesday, January 28, 2020 a portion of the concrete façade surrounding the N. Old Woodward structure fell from the first floor and damaged the hood a vehicle that was attempting to exit the structure at the gates on the north side of the structure. Staff worked with engineers and contractors throughout the week to establish a plan and proposal to address this issue comprehensively to ensure no further incidents occur at this site. The area surrounding the structure has been secured to mitigate that chance of further incidents until the repair work can be completed. The engineers and contractors have confirmed that the façade system provides no support for the concrete slabs within the structure that handle vehicle traffic. The existing façade system serves the purpose of being both a design feature and vehicle barrier system.

The Commission is being asked to authorize contracts with the engineering firm WJE Engineers and Architects, PC to design the vehicle barrier cable system that will surround the structure and with DRV Contractors to remove the existing façade and install the new vehicle barrier system for the N. Old Woodward garage. Given approval, the contractor is prepared to mobilize on Monday, February 3, 2020 and can be completed within two to three months.

The current occupancy at N. Old Woodward garage is nearly 95-100% during the week. The work would begin on the north side of the structure and approximately 140 parking spaces will be lost. Staff has been in communication with an employer with the highest number of monthly permits to determine their willingness to relocate their regular 120 parkers to Chester for the duration of the project. We know that approximately half of them will relocate and are continuing discussion to increase that number. Chester has consistent available capacity and can handle the increased traffic.

BACKGROUND:

In July 2019, a preliminary visual observation of the façade system was conducted by WJE Engineers and Architects, PC. They identified pillars that had excessive corrosion
and identified 13 pillars that required “immediate attention.” The pillar that failed on Tuesday, January 28 was not one of those pillars that had been identified. WJE was on-site Wednesday, January 29 to inspect the fallen pillar and the location from which it fell. They determined that the failure occurred due to corrosion of the steel components embedded within the precast panel that are not visible from the outside. It is not possible to know the extent of the corrosion without assessing each individual pillar by testing samples of the concrete. As such, there is not an intermediate repair step short of full replacement that would provide the City with the assurance that no further incidents would occur.

LEGAL REVIEW:

The City Attorney’s office has reviewed and approved the terms of the proposed agreements.

FISCAL IMPACT:

The cost to remove the existing façade and install the vehicle barrier system at N. Old Woodward garage is $591,000 and can be paid from account #585-538.005-977.0000. This is the buildings account for N. Old Woodward that has line item sufficient to cover this amount given the project that was planned for a full demolition that did not advance.

The cost to design the vehicle barrier cable system for the structure and to provide construction observation services to confirm that the installation is consistent with the design is $25,000 to also be paid from account #585-538.005-977.0000.

PUBLIC COMMUNICATIONS:

Emails and notifications regarding the proposed façade work will be emailed to our monthly parkers in the garage and posted on the elevator stairwells to provide information.

SUMMARY:

The façade and vehicle barrier system at the N. Old Woodward garage is failing and needs replacement. Staff has worked with engineers and contractors throughout the week to establish a plan and proposal to address this issue comprehensively to ensure no further incidents occur at this site due to falling concrete. The area surrounding the structure has been secured to mitigate that chance of further incidents until the repair
work can be completed. The overall structural and safety assessment program of all vertical parking infrastructure is on-going and is expected to be completed in mid-spring.

**ATTACHMENTS:**

WJE Engineers and Architects, PC proposal for vehicle barrier design  
WJE Proposed Agreement for Services  
DRV Contractors proposal for façade system removal and installation of vehicle barriers  
DRV Proposed Agreement for Services

**SUGGESTED RESOLUTIONS:**

To authorize the agreement with DRV Contractors to replace the existing barrier façade system surrounding the N. Old Woodward parking structure and install a new cable barrier system for an amount not to exceed $591,000 from account #585-538.005-977.0000. Further, to direct the City Mayor and City Clerk to sign the agreement on behalf of the City.

AND

To authorize the agreement with WJE Engineers and Architects, PC to design the barrier cable system for the N. Old Woodward parking structure and to provide construction observation services for an amount not to exceed $25,000 from account #585-538.005-977.0000. Further to direct the City Mayor and City Clerk to sign the agreement on behalf of the City.
January 31, 2020

Ms. Tiffany J Gunter
Assistant City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Re: North Old Woodward Garage
Engineering Design Services Proposal for New Vehicle Barrier System
WJE No. 2019.6318.1

Dear Ms. Gunter:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal for professional services to design a new vehicle barrier system for the North Old Woodward parking garage located at 333 North Old Woodward Avenue in Birmingham, Michigan. This letter presents our understanding of the project objectives, summarizes our scope of services and provides our terms and conditions to do the work.

BACKGROUND

It is our understanding that the existing precast concrete panels that comprise the facade for the parking structure are going to be removed. Currently, the facade panels serve as the vehicle barrier system for the perimeter of each above-ground level. Thus, the City of Birmingham has requested that WJE design a new vehicle barrier system to be installed in order to maintain the existing level of safety within the garage as the facade panels are removed. It is our understanding that a steel cable-based barrier system is the method preferred by the City of Birmingham for this application.

SCOPE OF SERVICES

WJE proposed the following scope of services to perform the engineering design of the new vehicle barrier system:

Initial Site Visit

WJE will perform a half-day (4 hour) site visit to observe the existing conditions and take dimensional measurements of the structural elements that will be affected by the new vehicle barrier system. If, at the conclusion of our site visit, it is determined that installation of a cable-based barrier system is not feasible, WJE will consult with the City of Birmingham regarding an alternative approach.

Structural Analysis and Design

WJE will design a steel barrier cable system to replace the facade panels. This design will include performing structural calculations to determine the required design forces in the barrier cables, cable
supports, and the resultant forces on the structure. The design will provide a barrier system that complies with the requirements of the 2015 Michigan Building Code.

Construction Documents

WJE will prepare construction documents for the new vehicle barrier system in sufficient detail that the City of Birmingham can obtain bids to implement the new guardrail system by qualified contractors. At this time, we envision the construction documents will include a cover page, Technical specification in the form of general notes, typical plan drawings, a typical elevation drawing and sections/details, as necessary to depict the scope of work.

We understand that the City of Birmingham will provide the form of the contract between the Owner and Contractor and therefore WJE has not budgeted any time for preparing a contract or reviewing bids.

Construction Observations

During construction of the new vehicle barrier system, WJE will provide up to five, half-day (4 hour) site visits to observe and document the construction to verify conformance with the contract documents and to address contractor questions. A site visit report will be provided following each site visit.

TERMS AND CONDITIONS

WJE will perform the above described scope of service for a fixed fee of $20,000 inclusive of all time charges and expenses associated with our work. The above assumes up to five site visits will be required as part of the construction observations services. An additional $5,000 contingency is recommended to account for additional site visits during construction as needed, which will be billed against on a time and expense basis, if necessary. All of WJE’s services will continue to be performed in accordance with the terms agreed upon for our ongoing Parking Garage Structural Assessment Program project with the City of Birmingham.

We understand that time is of the essence on this project and are prepared to begin work on the design immediately after being provided notice to proceed.

CLOSURE

Thank you for the opportunity to provide this proposal to the City of Birmingham. Please feel free to contact me if you have any questions or require further information.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Matthew E. Lewis, P.E.
Senior Associate
ATTACHMENT A - AGREEMENT
For NORTH OLD WOODWARD PARKING STRUCTURE:
ENGINEERING FOR NEW VEHICLE BARRIER SYSTEM

This AGREEMENT, made this_______day of____________, 2020, by and between
CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and WJE Engineers and Architects, PC, having its principal office 30700 Telegraph Road, Suite 3580, Bingham Farms, MI 48025(hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham has heretofore solicited for quotes for the procurement and performance of services required to perform professional engineering services to conduct a full structural safety assessment of the five parking garages contained within the Parking Assessment District, which includes certain instructions to firms regarding specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and have offered a quote in accordance with such the request to perform the requested parking professional engineering services as described in the scope of work.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Engineering Design Services Proposal for New Vehicle Barrier System dated January 31, 2020 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $25,000, as set forth in the Contractor's January 31, 2020 proposal.

3. This Agreement shall commence upon execution by both parties.

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

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing
contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. **Workers' Compensation Insurance**: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. **Commercial General Liability Insurance**: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $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 Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

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

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

E. **Professional Liability**: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. **Cancellation Notice**: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-
Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

G. **Proof of Insurance Coverage:** Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

   1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
   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;
   5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

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

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which are 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, to the extent caused by Contractor's negligent or wrongful conduct in performing this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

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

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

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

**CITY OF BIRMINGHAM**
Ms. Tiffany J. Gunter  
Assistant City Manager  
151 Martin Street  
Birmingham, MI 48009  
Phone: 248.530.1827

**CONTRACTOR**
Matthew E. Lewis, PE  
Senior Associate and Project Manager  
Wiss, Janney, Elstner Associates, Inc.  
30700 Telegraph Road – Suite 3580  
Bingham Farms, MI 48025  
Phone: 248.593.0900

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

18. **FAIR PROCUREMENT OPPORTUNITY:** Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.
IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

CONTRACTOR

By: Matthew E. Lewis

Its: Senior Associate

CITY OF BIRMINGHAM

By: Pierre Boutros

Its: Mayor

By: Cheryl Arft

Its: City Clerk

Approved:

Tiffany J. Gunter, Assistant City Manager
(Approved as to substance)

Timothy J. Currier, City Attorney
(Approved as to form)

Mark Gerber, Director of Finance
(Approved as to financial obligation)

Joseph A. Valentine, City Manager
(Approved as to substance)
**VENDOR CERTIFICATION**
**THAT IT IS NOT AN**
**"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, *(the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.)*, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS, as defined by law.

<table>
<thead>
<tr>
<th>Vendor</th>
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<tbody>
<tr>
<td>Legal Name</td>
</tr>
<tr>
<td>Street Address</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>State, Zip</td>
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<tr>
<td>Corporate I.D.</td>
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<tr>
<td>Taxpayer I.D. #</td>
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The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Vendor's Authorized Agent: ____________________________

Printed Name of Vendor's Authorized Agent: ____________________________

Witness Signature: ____________________________

Printed Name of Witness: ____________________________
January 31, 2020

Ms. Tiffany J Gunter
Assistant City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Re: North Old Woodward Garage
Engineering Design Services Proposal for New Vehicle Barrier System
WJE No. 2019.6318.1

Dear Ms. Gunter:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal for professional services to design a new vehicle barrier system for the North Old Woodward parking garage located at 333 North Old Woodward Avenue in Birmingham, Michigan. This letter presents our understanding of the project objectives, summarizes our scope of services and provides our terms and conditions to do the work.

BACKGROUND

It is our understanding that the existing precast concrete panels that comprise the facade for the parking structure are going to be removed. Currently, the facade panels serve as the vehicle barrier system for the perimeter of each above ground level. Thus, the City of Birmingham has requested that WJE design a new vehicle barrier system to be installed in order to maintain the existing level of safety within the garage as the facade panels are removed. It is our understanding that a steel cable-based barrier system is the method preferred by the City of Birmingham for this application.

SCOPE OF SERVICES

WJE proposed the following scope of services to perform the engineering design of the new vehicle barrier system:

Initial Site Visit

WJE will perform a half-day (4 hour) site visit to observe the existing conditions and take dimensional measurements of the structural elements that will be affected by the new vehicle barrier system. If, at the conclusion of our site visit, it is determined that installation of a cable-based barrier system is not feasible, WJE will consult with the City of Birmingham regarding an alternative approach.

Structural Analysis and Design

WJE will design a steel barrier cable system to replace the facade panels. This design will include performing structural calculations to determine the required design forces in the barrier cables, cable
supports, and the resultant forces on the structure. The design will provide a barrier system that complies with the requirements of the 2015 Michigan Building Code.

**Construction Documents**

WJE will prepare construction documents for the new vehicle barrier system in sufficient detail that the City of Birmingham can obtain bids to implement the new guardrail system by qualified contractors. At this time, we envision the construction documents will include a cover page, Technical specification in the form of general notes, typical plan drawings, a typical elevation drawing and sections/details, as necessary to depict the scope of work.

We understand that the City of Birmingham will provide the form of the contract between the Owner and Contractor and therefore WJE has not budgeted any time for preparing a contract or reviewing bids.

**Construction Observations**

During construction of the new vehicle barrier system, WJE will provide up to five, half-day (4 hour) site visits to observe and document the construction to verify conformance with the contract documents and to address contractor questions. A site visit report will be provided following each site visit.

**TERMS AND CONDITIONS**

WJE will perform the above described scope of service for a fixed fee of $20,000 inclusive of all time charges and expenses associated with our work. The above assumes up to five site visits will be required as part of the construction observations services. An additional $5,000 contingency is recommended to account for additional site visits during construction as needed, which will be billed against on a time and expense basis, if necessary. All of WJE’s services will continue to be performed in accordance with the terms agreed upon for our ongoing Parking Garage Structural Assessment Program project with the City of Birmingham.

We understand that time is of the essence on this project and are prepared to begin work on the design immediately after being provided notice to proceed.

**CLOSURE**

Thank you for the opportunity to provide this proposal to the City of Birmingham. Please feel free to contact me if you have any questions or require further information.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**

Matthew E. Lewis, P.E.
Senior Associate
## PROJECT INFORMATION

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>North Old Woodward Emergency Facade Repairs</th>
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<tbody>
<tr>
<td>Customer Name:</td>
<td>City Of Birmingham</td>
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<tr>
<td>Attn:</td>
<td>Tiffany Gunter, Assistant City Manager</td>
</tr>
<tr>
<td>Contract #/PO #</td>
<td></td>
</tr>
<tr>
<td>Quote/Job ID</td>
<td>DRVQ20-114</td>
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<tr>
<td>Quote Date</td>
<td>1/30/2020</td>
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<tr>
<td>Published By:</td>
<td>Derek Vetor</td>
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## PRICING

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<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
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<td>LS</td>
<td>North Old Woodward Parking Structure Emergency Façade Repairs</td>
<td>$576,000.00</td>
<td></td>
</tr>
</tbody>
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- Mobilize Site with Equipment and materials - barricade and install signage at interior and exterior parking/sidewalks
- Remove and Dispose of 1,054 Exterior Precast Members
- Utilize crane for removals of levels 2, 3, and 4 - 263 members on 2 - 274 on 3 and 276 on level 4
- Utilize fork truck for level 1 removals - 241 members total
- During Removals of precast members install barrier cable system at perimeters prior to reopening parking to patrons
- Fabricate and install new barrier cable posts at exterior perimeter of parking stalls (WJE) to provide details on posts - Posts to be spaced 10 LF apart (approx 250 Posts)
- Install 9 cables at 4" apart per level per elevation (Approx. 25,000 lf of cable) includes all anchors, doweling, and stressing of cables
- Remove all debris and materials from job site upon completion

Contingency Allowance: $15,000.00

**Notes:**

1) Excludes Permits - Parking Permit Closures - Sidewalk Protection

2) Includes sidewalk closures and signage - capturing of all parking stalls

3)
AGREEMENT

Emergency Repair and Replacement of N. Old Woodward Parking Garage Façade

This AGREEMENT, made this _______ day of ____________, 2020, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and DRV Contractors, having its principal office at 51667 Oro Drive, Shelby Township MI (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the municipal parking structure located at 333 N. Old Woodward requires an emergency replacement of the existing façade surrounding the structure to address and solve safety concerns associated with falling concrete.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has submitted a proposal to begin the work immediately and has decades of experience in working on repair and rehabilitation projects on structures throughout the parking system.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the proposal to provide the emergency services necessary to remove the existing façade and replace the surrounding edges of the structure with a cable barrier system and the Contractor's cost proposal dated January 30, 2020 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence.

2. The Contractor agrees to provide the labor, material, supplies, and equipment necessary to perform the façade repair services in accordance with the specifications and conditions contained in the proposal documents for a period of three (3) months, commencing on February 3, 2020 and ending on or before May 1, 2020.

3. The City shall have the right to terminate this Agreement prior to the end of the initial term or any of the renewal terms without cause. If the City terminates this Agreement prior to the end of any term, the City shall provide Contractor with 10 days written notice of the early termination. Any claims or fees that Contractor is working on collecting on behalf of the City, and Contractor shall continue to collect such fees and process same pursuant to the terms and conditions of this Agreement through the date of notice of early termination.
4. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $591,000 as set forth in the Contractor’s January 30, 2020 cost proposal.

5. The Contractor agrees that it will apply for and secure all permits and approvals as may be required from the City in accordance with the provisions of applicable laws and ordinances of the City, State of Michigan and/or Federal agencies. The Contractor is not responsible for parking permit closures or permits for sidewalk protection.

6. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement.

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

8. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor’s role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

9. 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.
10. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

12. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect. 

13. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor’s employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

14. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

15. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. **Workers’ Compensation Insurance:** Contractor shall procure and maintain during the life of this Agreement, Workers’ Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. **Commercial General Liability Insurance:** Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $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 Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
C. **Motor Vehicle Liability**: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

E. **Professional Liability**: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. **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.

G. **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.

H. **Cancellation Notice**: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

I. **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;
   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;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

K. **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.

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

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

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

19. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:
City of Birmingham:  
Attn: Tiffany J. Gunter,  
Assistant City Manager  
151 Martin Street  
Birmingham, MI 48012

Contractor:  
Attn: __________________________  
______________________________  
______________________________

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

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

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:  
______________________________

CONTRACTOR

By: ________________________________

Its: ________________________________

CITY OF BIRMINGHAM

By: ________________________________

Pierre M. Boutros
Its: Mayor
Approved:

Tiffany J. Gunter, Assistant City Manager
(Approved as to substance)

Mark Gerber, Director of Finance
(Approved as to financial obligation)

Timothy J. Currier, City Attorney
(Approved as to form)

Joseph A. Valentine, City Manager
(Approved as to substance)

By: ________________

Cheryl Arft
Its: Acting City Clerk
**PROJECT INFORMATION**

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>North Old Woodward Emergency Façade Repairs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name:</td>
<td>City Of Birmingham</td>
</tr>
<tr>
<td>Attn:</td>
<td>Tiffany Gunter, Assistant City Manager</td>
</tr>
<tr>
<td>Contract #/PO #</td>
<td></td>
</tr>
<tr>
<td>Quote/Job ID</td>
<td>DRVQ20-114</td>
</tr>
<tr>
<td>Quote Date</td>
<td>1/30/2020</td>
</tr>
<tr>
<td>Published By:</td>
<td>Derek Vedor</td>
</tr>
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**PRICING**

**Project Pricing:**

<table>
<thead>
<tr>
<th>QTY.</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LS</td>
<td>North Old Woodward Parking Structure Emergency Façade Repairs</td>
<td>$ 576,000.00</td>
<td></td>
</tr>
</tbody>
</table>

- Mobilize Site with Equipment and materials - barricade and install signage at interior and exterior parking/sidewalks
- Remove and Dispose of 1,054 Exterior Precast Members
- Utilize crane for removals of levels 2, 3, and 4 - 263 members on 2 - 274 on 3 and 276 on level 4
- Utilize fork truck for level 1 removals - 241 members total
- During Removals of precast members install barrier cable system at perimeters prior to reopening parking to patrons
- Fabricate and install new barrier cable posts at exterior perimeter of parking stalls (W/E) to provide details on posts) - Posts to be spaced 10 LF apart (approx 250 Posts)
- Install 9 cables at 4" apart per level per elevation (Approx. 25,000 lf of cable)
- Includes all anchors, doweling, and stessing of cables
- Remove all debris and materials from job site upon completion

**Contingency Allowance**

|                                           | $ 15,000.00 |

**Notes:**

1) Excludes Permits - Parking Permit Closures - Sidewalk Protection

2) Includes sidewalk closures and signage - capturing of all parking stalls

3)
VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

<table>
<thead>
<tr>
<th>Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Name</td>
</tr>
<tr>
<td>Street Address</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>State, Zip</td>
</tr>
<tr>
<td>Corporate I.D. Number / State</td>
</tr>
<tr>
<td>Taxpayer I.D. #</td>
</tr>
</tbody>
</table>

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Vendor’s Authorized Agent: ____________________________

Printed Name of Vendor’s Authorized Agent: ____________________________

Witness Signature: ____________________________

Printed Name of Witness: ____________________________