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**RULE OF THE CHAMBER**

Any person wishing to address City Council shall step up to the lectern, state their name and address in an audible tone of voice for the record, and unless further time is granted by the presiding officer, shall limit their address to three (3) minutes. A person may not give up or relinquish all or a portion of their time to the person having the floor or another person in order to extend a person's time limit in addressing the Council.

Any person who does not wish to address Council from the lectern, may print their name, address and comment/question which he/she would like brought before Council on a card provided by the Clerk/Treasurer and return the card to the Clerk/Treasurer before the meeting begins. The Clerk/Treasurer will address the presiding officer at the start of Citizen Comments on the Agenda, notifying him of the card comment, and read the card into the record for response.

Those who want to use audio and image recording equipment in Council Chambers that requires a monopod, tripod or other auxiliary equipment for the audio and image devices shall notify the City Clerk before the meeting begins. Arrangements will be made to accommodate the request in a manner that minimizes the possibility of disrupting the meeting. No additional illuminating lights may be used in Council Chambers unless a majority of City Council members consent. Additionally, cell phones and pagers should be set to vibrate or silent mode when inside Council Chambers.

Should any person fail or refuse to comply with any Rules of the Chamber, after being informed of such noncompliance by the presiding officer, such a person may be deemed by the presiding officer to have committed a breach of the peace by disrupting the public meeting, and the presiding officer may then order such person excluded from the public meeting under Section 3 (6) of Open Meetings Act, Act 267 of 1976.

You will notice a numbering system under each heading. There is significance to these numbers. Each agenda Item is numbered consecutively beginning in January and continues through December of each calendar year.

The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon one weeks' notice to the City Clerk/Treasurer. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by writing or calling: City of Monroe, City Clerk/Treasurer, 120 E. First St., Monroe, MI 48161, (734) 384-9136. The City of Monroe website address is [www.monroemi.gov](http://www.monroemi.gov).

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**AGENDA - CITY COUNCIL REGULAR MEETING  
MONDAY, AUGUST 4, 2008**

**I. CALL TO ORDER.**

**II. ROLL CALL.**

**III. INVOCATION/PLEDGE OF ALLEGIANCE.**

**IV. PUBLIC HEARINGS.**

183 Public hearing to review the special assessment roll for S.A.D #230, on the necessity of installing a new public storm sewer relief outlet to alleviate drainage problems between Roessler and John L Drive. There are no comments on file in writing in the Clerk-Treasurer's Office.

211 Public hearing to hear public comments on Ordinance No. 08-012, an Ordinance to amend Chapter 296, Municipal Employees' Retirement System to revise Section 296.48(b)(2)A, Hybrid Pension retirement window. There are no comments on file in writing in the Clerk-Treasurer's Office.

**V. COUNCIL ACTION.**

211 Proposed Ordinance No. 08-012, an Ordinance to amend Chapter 296, Municipal Employees' Retirement System to revise Section 296.48(b)(2)A, Hybrid Pension retirement window, up for it's final reading.

**VI. CONSENT AGENDA.** (All items listed under the Consent Agenda are considered to be routine by Mayor and Council and will be approved by one motion, unless a Council member or citizen requests that an item be removed and acted on as a separate agenda item)

A. Approval of the Minutes of the Regular Meeting held on Monday, July 21, 2008.

B. Approval of payments to vendors in the amount of \$\_\_\_\_\_.  
Action: Bills be allowed and warrants drawn on the various accounts for their payment.

212 Demolition Bid - 523 West Front Street.

1. Communication from the Building Official, reporting back on bids received for the demolition of a property located at 523 West Front Street, and recommending that the award be made to Erie Demolition & Salvage Inc., for a total cost of \$7,000.00, and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

213 Appointments Resolution.

1. Communication from the Mayor's Office, submitting a proposed resolution for appointments to various City Boards and Commissions whose terms have expired and/or where there is a vacancy, and recommending the proposed resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

214 East Front Street Reconstruction Funding Contract with MDOT.

1. Communication from the Director of Engineering, Public Services, and Planning, submitting a proposed resolution approving Contract Number 08-5278 with the Michigan Department of Transportation (East Front Street between Conant Avenue/East First Street and I-75), and recommending that the attached resolution be approved, and the local share of the costs be appropriated as detailed in the financial information.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

215 2008 Concrete Paving Program (4 Project Locations).

1. Communication from the Director of Engineering, Public Services and Planning, submitting a Change Order to the 2007 Concrete Paving Program for the reconstruction of the following projects (Hollywood Drive – Cul-de-sac north of Maywood; Noble Avenue – Telegraph to Bentley; Huron Street – ½ block west of Woodville; and Lavender Street – Hendricks to McCormick), and recommending that Council award a change order to the 2007 Concrete Paving Program to Dominic Gaglio Construction, Inc. for the reconstruction of the above four projects in the amount of \$218,001.12, and that a total of \$251,000 be encumbered to include a 15% project contingency, and further recommending that the City Engineer be authorized to sign the change order on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

216 Alley Paving and Aesthetic Improvements – Contract Award.

1. Communication from the Director of Engineering, Public Services and Planning, reporting back on bids received for the concrete paving and aesthetic improvements for the alley east of South Monroe Street between East First and East Front Streets, and recommending that the City award a contract for the project to Andrews Construction Company, Inc. in the amount of \$210,760.85 and that a total of \$242,000 be encumbered to include a 15% project contingency, subject to the written approval of an extension by the MEDC sufficient to

complete the project, and further recommending that the Mayor and Clerk-Treasurer be authorized to execute the contract on behalf of the City, and further recommending that a purchase order in the amount of \$5,000.00 be issued to Monroe Bank and Trust for the purchase of six (6) Washington post lights to be used on the project.

2. Supporting documents.
3. Action: Accept, place on file and that the recommendation be carried out.

217 Installation of New Public Storm Sewer Relief Outlet – St. Mary’s Gardens – S.A.D. #230.

1. Communication from the Director of Engineering, Public Services and Planning, submitting Resolution #5, confirming the special assessment roll for the installation of a new public storm sewer relief outlet to alleviate drainage problems between Roessler and John L Drive, and recommending that the resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

**VII MAYOR'S COMMENTS.**

**VIII. CITY MANAGER COMMUNICATION.**

**IX. COUNCIL COMMENTS.**

**X. CITIZEN COMMENTS.**

**XI. ADJOURNMENT.**



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Bids for demolition of 523 West Front Street

**DISCUSSION:** Bids were opened on Monday, July 21, 2008, for the demolition of a property located at 523 West Front Street, Monroe. Bids were received from Erie Demolition & Salvage Inc (\$7,000.00) and Homrich Inc (\$13,900.00).

It is recommended that City Council award Erie Demolition & Salvage Inc the project at the total cost of \$7,000.00. It is further recommended that the Mayor and Clerk Treasure be authorized to sign the contract on the behalf of the City of Monroe.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:** Monday, August 4, 2008

**REASON FOR DEADLINE:** Council meeting on this date

**STAFF RECOMMENDATION:** X For  Against

**REASON AGAINST:** N/A

**INITIATED BY:** Building Department

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$ 7,000.00
Cost of This Project Approval	\$ 7,000.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

**SOURCE OF FUNDS:**

City

Account Number

Amount

Demolition Service

10165805 818030

\$ 7,000.00

Other Funds

\$ N/A

\$ N/A

\$ N/A

\$ N/A

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Joseph A. Lehmann, Building Official

**DATE:** 07/28/08

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:**



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Appointments

**DISCUSSION:** The attached Resolution recommends appointments to various City Boards and Commissions whose terms have expired and/or where there is a vacancy.

**Therefore, it is recommended,** that City Council approve the proposed Resolution making appointments to various City Boards and Commissions.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:** N/A

**REASON FOR DEADLINE:** N/A

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

**INITIATED BY:**

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Operations

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$ N/A
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

<b><u>SOURCE OF FUNDS:</u></b>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Mayor's Office

**DATE:** 7/29/08

**REVIEWED BY:** Mark G. Worrell

**DATE:**

**COUNCIL MEETING DATE:** 8/04/08

## **R E S O L U T I O N**

WHEREAS, there are terms on various Boards, Commissions, and Committees which have vacancies; and

WHEREAS, a diligent effort has been made to fill these appointments;

THEREFORE BE IT RESOLVED that the following people are hereby appointed to the office and the term hereinafter indicated, August 4, 2008

### **DOWNTOWN DEVELOPMEN AUTHORITY**

Kimberle Daniels

4 year term to June 30, 2012



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** East Front Street Reconstruction Funding Contract with MDOT

**DISCUSSION:** The City of Monroe annually receives a share of Federal dollars specifically dedicated for use on our busiest roadways, known as Federal-Aid routes. The Michigan Department of Transportation (MDOT) is the administering agency for these funds, and as such, an agreement is necessary between the City of Monroe and MDOT to enable them to be used for this project. For the state fiscal year that runs from October 1, 2007 through September 30, 2008, the City has approximately \$425,000 in Federal obligational authority, and must provide at least a 20% local match. To take advantage of the State's Jobs Today Program, the Engineering Department advanced the Cooper Street Reconstruction project to October 2007, and by doing so, the State of Michigan paid the local share of approximately \$50,000. As such, we now have \$195,000 left in Federal authority, all of which will be allocated to this project.

East Front Street between Conant Avenue / East First Street and I-75 is in poor condition, though the condition of all four (4) lanes varies somewhat. The northernmost lane was rebuilt in 1999, and thus is in generally good shape. The remaining portions of the roadway are the original paving that was performed in the late 1960s when the roadway was widened in anticipation of the construction of Detroit Edison's power plant. The middle lanes require extensive patching, though not complete replacement, whereas the southernmost lane is nearly impassible. In lieu of rebuilding this southernmost lane, the Engineering Department recommends that the roadway be reconfigured to replace this lane with a terrace area, and that the roadway be re-striped as one lane in each direction with a shared center turn lane, following patching of the middle lanes and removal of the southernmost lane. In such a fashion the City would not be responsible for over-matching the Federal funds and paying an additional \$160,000 to rebuild a lane that is no longer justified, if it ever was, based on existing and projected future traffic volumes. The Engineering Department strongly feels that this is an appropriate way to "right-size" our infrastructure, minimize maintenance and future replacement costs, and maintain good environmental stewardship by returning this area to a previous state. Should the City decide in the future, the greenbelt area could accommodate non-motorized facilities, or simply landscaped to provide a more beautiful entryway into the City. The reduction in the number of lanes was discussed and approved by both the Citizens Planning Commission (CPC) and the City Council as a part of the 2008-09 Capital Improvements Program. One lane of traffic in each direction will be maintained throughout the project.

Attached to this memorandum is a resolution delineating the terms of the agreement, and the actual agreement itself. The language of the agreement is standard for MDOT Local Agency Program agreements, and is essentially unchanged from those approved in previous years. The dollar share for each entity is based on the project cost estimate, and bids were due on August 1. The 2007-08 and 2008-09 Capital Improvements Programs (CIP) have budgeted a total of \$273,000 for the local share of this project in City Major Street Funds, including \$23,000 in Engineering costs, leaving \$250,000 remaining to cover the City's share of construction, plus any overruns that may occur. Based on the current construction cost estimate, which is illustrated on page 8 of the contract, Federal funds will provide \$195,000 of the total costs, and the City share of expected costs will be \$135,000, leaving \$115,000 (85%) for a project contingency, obviously more than enough to cover any project overruns.

**IT IS RECOMMENDED** that the attached resolution be approved, and that the local share of the costs be appropriated as detailed in the financial information detail below.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** MDOT award of the contract cannot occur until after the City approves the funding contract.

**STAFF RECOMMENDATION:** X For  Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering, Public Services, and Planning

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Engineering Department, adjacent property owners, traveling public at large

## FINANCES

### COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$330,600
Cost of This Project Approval	\$330,600
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

### SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
E. Front St. Reconstruction	202-60.451-818.020 08M02	\$135,600
<u>Other Funds</u>		
Federal Urban Area Funds		\$195,000

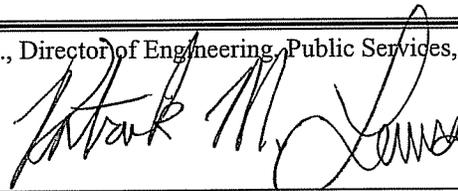
Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering, Public Services, and Planning **DATE:** 07/29/08

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** August 4, 2008



## RESOLUTION

WHEREAS, East Front Street between Conant Avenue and Interstate 75 is under the jurisdiction of the City of Monroe; and

WHEREAS, the roadway surface and other related elements are in poor condition, and

WHEREAS, East Front Street between Conant Avenue and Interstate 75 is on the Federal Aid system of roadways, said roadways being eligible projects for the use of Federal funds; and

WHEREAS, the City of Monroe desires to remove the southernmost lane, and to reconstruct portions of the middle two lanes in 9-inch concrete as necessary, along with any and all incidental and ancillary work including but not limited to replacement and / or reconstruction of drainage structures within the roadway; and

WHEREAS, Federal Funding in the amount of \$195,000 is available to the City of Monroe for use on this project; and

WHEREAS, the City of Monroe and the Michigan Department of Transportation 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, BE IT RESOLVED, that the Monroe City Council hereby approves Contract Number 08-5278 with the Michigan Department of Transportation; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.

STP

DAB

Control Section	STU 58171
Job Number	103167
Project	STP 0858(014)
Federal Item No.	HH 5469
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	08-5278

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MONROE, 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 the City of Monroe, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 16, 2008, attached hereto and made a part hereof:

Concrete paving work along East Front Street from Conant Avenue to approximately 500 feet west of Highway I-75; including pavement removal, subgrade modification, and slope restoration work; 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:

SURFACE TRANSPORTATION 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.

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.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$195,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. 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.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. 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.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.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 Department of Environmental Quality, 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.

10. 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 Department of Environmental Quality, 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.

11. 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 Department of Environmental Quality 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.

12. 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, MSA 3.996(102).

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; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. 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; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. 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.

15. 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.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as

the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. 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 the day and year first above written.

CITY OF MONROE

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:

FORM APPROVE  
7/16/08  
*JCS*  
ASSISTANT  
ATTORNEY  
GENERAL

*JCS*  
7-8-08  
CERTIFICATION

June 16, 2008

EXHIBIT I

CONTROL SECTION	STU 58171
JOB NUMBER	103167
PROJECT	STP 0858(014)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$330,600
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$330,600
Less Federal Funds*	<u>\$195,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$135,600

\*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

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 twenty percent (20%) 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 \$25,000 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

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, P.L. 98-502.

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 \$300,000 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 Transportation  
Bureau of Highways Technical Services  
425 W. Ottawa, P.O. Box 30050  
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 Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an 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 shall 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 insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a 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, 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 will, 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 his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will 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 himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which 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, and including the governing boards of institutions of higher education, until the contractor complies with said order of the 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 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 Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention 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 contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this 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 its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has 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 Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials 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 Michigan Department of Transportation or the Federal Highway Administration 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 with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 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.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** 2008 CONCRETE PAVING PROGRAM (4 PROJECT LOCATIONS) – CHANGE ORDER TO 2007 CONCRETE PAVING PROGRAM CONTRACT

**DISCUSSION:** On June 4, 2007, the City Council awarded a contract for the 2007 Concrete Paving Program to Dominic Gaglio Construction, Inc. in the amount of \$413,941.71, as the result of public bidding. Their bid at the time was 30 percent below the original Engineer’s Estimate, and 3 percent below the second low bidder. 2007 prices were, in general, the lowest seen in over a decade by the Engineering Department, and it is believed that this is mostly due to the poor economy. Subsequent Change Orders by the City Council brought the total contract amount to \$504,043.09, and all 2007 work was completed satisfactorily and on time. Based on this outstanding performance, the City Council also awarded a change order for the reconstruction of Harbor Avenue in the amount of \$178,306.01 on April 7, 2008. This work has not yet begun due to delays on the water main replacement that is to precede this work, but is expected to begin sometime in August.

On July 7, 2008, the City Council authorized the expenditure of additional funds for five (5) additional street projects, two (2) of which are bituminous (asphalt) resurfacing and are bid separately, and the other three (3) of which are concrete reconstruction projects. In addition, the City Council authorized funding for the Hollywood Drive reconstruction project as a part of the 2008-09 Capital Improvements Program (CIP). As with the Harbor Avenue Reconstruction project, the Engineering Department feels that it is appropriate to solicit a quote from Dominic Gaglio Construction for these projects, due to their excellent performance and pricing. Dominic Gaglio Construction has met our Labor Harmony requirements as a part of the 2007 project, and they have provided evidence that these requirements continue to be met through the 2008 construction season.

The four (4) projects for which a quote was requested, the resulting price, and original engineer’s estimate (construction costs only) are as follows. The written proposals from the contractor for each project have been attached with this Fact Sheet.

<u>Project</u>	<u>Estimated Cost</u>	<u>Contractor Quote</u>
Hollywood Drive – Cul-de-sac north of Maywood	\$100,500.00	\$ 83,308.86
Noble Avenue – Telegraph to Bentley	\$ 57,000.00	\$ 57,583.25
Huron Street – ½ block west of Woodville	\$ 35,400.00	\$ 25,059.01
<u>Lavender Street – Hendricks to McCormick</u>	<u>\$ 66,000.00</u>	<u>\$ 52,050.00</u>
Total Costs of all projects	\$258,900.00	\$218,001.12

Although for one of the projects the contractor quote is slightly higher than the Engineer’s Estimate, for the overall list of projects, the quoted price of \$218,001.12 is 15.8% under the Engineer’s Estimate. It is highly unlikely that public bidding these projects separately will yield a lower price from a qualified contractor, and if bids are sought, construction could not commence until late September at the earliest.

**IT IS RECOMMENDED** that the City Council award a Change Order to the 2007 Concrete Paving Program to Dominic Gaglio Construction, Inc. for the reconstruction of the above four (4) projects in the amount of \$218,001.12, and that a total of \$251,000 be encumbered to include a 15% project contingency. **IT IS FURTHER RECOMMENDED** that the City Engineer be authorized to sign the change order on behalf of the City of Monroe.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** In order to ensure completion prior to cold weather, work should commence as soon as the Contractor is available.

**STAFF RECOMMENDATION:**           X For                    Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering, Public Services, and Planning

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Engineering Department, adjacent residents and property owners, traveling public

## FINANCES

### **COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$251,000*
Cost of This Project Approval	\$251,000*
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

\*Includes 15% contingency.

### **SOURCE OF FUNDS:**

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Hollywood Reconstruction	203-60.451-818.020 08L07	\$96,000
Noble Reconstruction	203-60.451-818.020 09L01	\$66,000
Huron Reconstruction	203-60.451-818.020 09L04	\$29,000
Lavender Reconstruction	203-60.451-818.020 09L05	\$60,000
<u>Other Funds</u>		

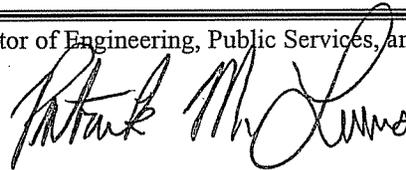
Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering, Public Services, and Planning   **DATE:** 07/30/08

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** August 4, 2008



# Dominic Gaglio Construction, Inc

15347 Drysdale  
Southgate, Michigan 48195

# PROPOSAL

Contact: Dominic Gaglio  
Telephone 734-281-7453  
Fax 734-789-9771  
Email: dgaglio@sbcglobal.net

NAME / ADDRESS
City of Monroe 120 East First Street Monroe, MI 48161-2169 Attn: Bradley Smith

DATE	PROPOSAL NO.
7/17/2008	185

JOB LOCATION				
Hollywood Drive Concrete Paving				
DESCRIPTION	QUANTITY	UNIT OF MEASURE	COST	TOTAL
R & D CONCRETE PAVEMENT, INTEGRAL CURB, & APPROACH (SAW CUT INCLUDED)	1,704.2	SYD	12.36	21,063.91
R & D 4" SIDEWALK	13.2	SYD	11.02	145.46
SUBGRADE MANIPULATION (DEPTH VARIES)	1,615.6	SYD	4.59	7,415.60
SUBGRADE UNDERCUTTING (INCLUDES MDOT 21-A STONE BACKFILL C.I.P. 95%)	25	CYD	15.30	382.50
ADJUST, CLEAN, & PLASTER STRUCTURE	3	EA	225.00	675.00
RECONSTRUCT STRUCTURE	1	EA	500.00	500.00
F & I CASTING	2,020	LBS	1.30	2,626.00
F & I 6" CONCRETE PAVEMENT & APPROACH (HOT-POURED JOINT SEALER AND HOOK BOLTS INCLUDED)	88.6	SYD	23.69	2,098.93
F & I 8" CONCRETE PAVEMENT WITH INTEGRAL CURB GUTTER (HOT-POURED JOINT SEALER AND HOOK BOLTS INCLUDED)	1,615.6	SYD	25.24	40,777.74
FL & I 4" CONCRETE SIDEWALK	119	SFT	1.88	223.72
TRAFFIC CONTROL	1	LS	4,500.00	4,500.00
RESTORATION	1	LS	2,700.00	2,700.00
F & I 36A HAND PATCH	1	TONS	200.00	200.00
If you have any questions please contact Dominic Gaglio at (734) 216-2051			<b>TOTAL</b>	\$83,308.86
<b>ACCEPTANCE OF PROPOSAL</b> The above prices, specifications, and conditions are satisfactory and are hereby accepted. We authorize Dominic Gaglio Construction, Inc. to complete work as described. Payments will be made within 30 days of completion.				
Date: _____		By: _____ Signature and Title		

# Dominic Gaglio Construction, Inc

15347 Drysdale  
Southgate, Michigan 48195

# PROPOSAL

Contact: Dominic Gaglio  
Telephone 734-281-7453  
Fax 734-789-9771  
Email: dgaglio@sbcglobal.net

NAME / ADDRESS
City of Monroe 120 East First Street Monroe, MI 48161-2169 Attn: Bradley Smith

DATE	PROPOSAL NO.
7/17/2008	186

JOB LOCATION				
West Noble Avenue Reconstruct ALT "B" Concrete Pavement (North Telegraph to Bentely Drive)				
DESCRIPTION	QUANTITY	UNIT OF MEASURE	COST	TOTAL
R & D CURB & GUTTER (SAWCUT INCLUDED)	18	LF	15.45	278.10
R & D PAVEMENT & APPROACH (SAWCUT INCL.)	1,018.5	SYD	12.36	12,588.66
R & D SIDEWALK	37.7	SYD	11.02	415.45
EARTH EXCAVATION UNDER EXISTING CONCRETE PAVEMENT (DEPTH 0" TO 4")	1,025	SYD	6.00	6,150.00
EARTH EXCAVATION FOR ADA RAMPS OR SIDEWALK	6.2	SYD	6.18	38.32
SUBGRADE UNDERCUTTING (INCLUDES MDOT 21-A STONE BACKFILL C.I.P. 95%)	20	CYD	15.30	306.00
ADJUST, CLEAN, & PLASTER STRUCTURE	3	EA	225.00	675.00
RECONSTRUCT STRUCTURE	1	EA	500.00	500.00
ADJUST VALVE BOX	2	EA	150.00	300.00
F & I CASTING	1,742	LBS	1.30	2,264.60
F & I F-4 CURB & GUTTER	18	LFT	18.54	333.72
F & I 6" CONC. DRIVEWAY / APPROACH / SIDEWALK (HOT-POURED JOINT SEALER & HOOK BOLT INCLUDED)	87	SYD	23.69	2,061.03
F & I 8" CONC. PAVEMENT W/INTEGRAL CURB & GUTTER (HOT-POURED JOINT SEALER & HOOK BOLT INCLUDED)	931.5	SYD	25.24	23,511.06
F & I 4" CONCRETE SIDEWALK	173	SFT	1.88	325.24
F & I ADA RAMPS	221	SFT	2.27	501.67
F & I HAND PATCHING	3	TON	200.00	600.00
F & I MDOT 21-A STONE SUBBASE	60	TON	12.24	734.40
SITE RESTORATION	1	LS	2,800.00	2,800.00
If you have any questions please contact Dominic Gaglio at (734) 216-2051			<b>TOTAL</b>	
<b>ACCEPTANCE OF PROPOSAL</b> The above prices, specifications, and conditions are satisfactory and are hereby accepted. We authorize Dominic Gaglio Construction, Inc. to complete work as described. Payments will be made within 30 days of completion.				
Date: _____		By: _____ Signature and Title		

# Dominic Gaglio Construction, Inc

15347 Drysdale  
Southgate, Michigan 48195

# PROPOSAL

Contact: Dominic Gaglio  
Telephone 734-281-7453  
Fax 734-789-9771  
Email: dgaglio@sbcglobal.net

NAME / ADDRESS
City of Monroe 120 East First Street Monroe, MI 48161-2169 Attn: Bradley Smith

DATE	PROPOSAL NO.
7/17/2008	186

JOB LOCATION				
West Noble Avenue Reconstruct ALT "B" Concrete Pavement (North Telegraph to Bentely Drive)				
DESCRIPTION	QUANTITY	UNIT OF MEASURE	COST	TOTAL
TRAFFIC CONTROL	1	LS	3,200.00	3,200.00
If you have any questions please contact Dominic Gaglio at (734) 216-2051			<b>TOTAL</b>	\$57,583.25
<b>ACCEPTANCE OF PROPOSAL</b> The above prices, specifications, and conditions are satisfactory and are hereby accepted. We authorize Dominic Gaglio Construction, Inc. to complete work as described. Payments will be made within 30 days of completion.				
Date: _____		By: _____ Signature and Title		

# Dominic Gaglio Construction, Inc

15347 Drysdale  
Southgate, Michigan 48195

# PROPOSAL

Contact: Dominic Gaglio  
Telephone 734-281-7453  
Fax 734-789-9771  
Email: dgaglio@sbcglobal.net

NAME / ADDRESS
City of Monroe 120 East First Street Monroe, MI 48161-2169 Attn: Bradley Smith

DATE	PROPOSAL NO.
7/17/2008	187

JOB LOCATION				
Huron - West of Woodville 1/2 Block				
DESCRIPTION	QUANTITY	UNIT OF MEASURE	COST	TOTAL
R & D PAVEMENT & APPROACH	303.3	SYD	12.36	3,748.79
EARTH EXCAVATION UNDER EXST'G CONC. PAV'T (DEPTH 0" TO 4")	375	SYD	6.00	2,250.00
SUBGRADE UNDERCUTTING (INCLUDES MDOT 21A BACKFILL C.I.P.)	375	SYD	15.30	5,737.50
F & I 6" CONCRETE PAVEMENT	15.1	SYD	23.69	357.72
F & I 8" CONCRETE PAVEMENT W/INT. CURB	375	SYD	25.24	9,465.00
TRAFFIC CONTROL	1	LS	2,000.00	2,000.00
SITE RESTORATION	1	LS	1,500.00	1,500.00
If you have any questions please contact Dominic Gaglio at (734) 216-2051			<b>TOTAL</b>	\$25,059.01
<b>ACCEPTANCE OF PROPOSAL</b>				
The above prices, specifications, and conditions are satisfactory and are hereby accepted. We authorize Dominic Gaglio Construction, Inc. to complete work as described. Payments will be made within 30 days of completion.				
Date: _____		By: _____ Signature and Title		

# Dominic Gaglio Construction, Inc

15347 Drysdale  
Southgate, Michigan 48195

# PROPOSAL

Contact: Dominic Gaglio  
Telephone 734-281-7453  
Fax 734-789-9771  
Email: dgaglio@sbcglobal.net

NAME / ADDRESS
City of Monroe 120 East First Street Monroe, MI 48161-2169 Attn: Bradley Smith

DATE	PROPOSAL NO.
7/17/2008	184

JOB LOCATION				
Laverder - Hendricks to McCormick				
DESCRIPTION	QUANTITY	UNIT OF MEASURE	COST	TOTAL
R & D PAVEMENT & APPROACH (INCLUDING CURB)	917	SYD	12.36	11,334.12
R & D SIDEWALK	11.4	SYD	11.02	125.63
EARTH EXCAVATION UNDER EXST'G CONC. PAV'T. (DEPTH 0" TO 4")	690	SYD	6.00	4,140.00
SUBGRADE UNDERCUTTING (INCLUDES MDOT 21A BACKFILL C.I.P.)	690	SYD	15.30	10,557.00
F & I CASTING	750	LBS	1.30	975.00
ADJUST VALVE BOX	2	EA	150.00	300.00
ADJUST, CLEAN & PLASTER STRUCTURE	2	EA	225.00	450.00
F & I ADA RAMP	102.6	SFT	2.27	232.90
F & I 6" CONC. PAVE.	93.7	SYD	23.69	2,219.75
F & I 8" CONC. PAVE. W/INT. CURB	690	SYD	25.24	17,415.60
TRAFFIC CONTROL	1	LS	2,500.00	2,500.00
SITE RESTORATION	1	LS	1,800.00	1,800.00
If you have any questions please contact Dominic Gaglio at (734) 216-2051			<b>TOTAL</b>	\$52,050.00
<b>ACCEPTANCE OF PROPOSAL</b> The above prices, specifications, and conditions are satisfactory and are hereby accepted. We authorize Dominic Gaglio Construction, Inc. to complete work as described. Payments will be made within 30 days of completion.				
Date: _____		By: _____ Signature and Title		



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** ALLEY PAVING AND AESTHETIC IMPROVEMENTS – CONTRACT AWARD

**DISCUSSION:** The City was awarded a Community Development Block Grant (CDBG) from the Michigan Economic Development Corporation (MEDC) of \$400,000 in 2004, for infrastructure work related to the construction of the new Monroe Bank and Trust headquarters building. The original infrastructure projects identified were primarily the burying of the primary overhead power, phone, and cable lines in the alley east of Monroe Street, the block between Front and First Streets, and the subsequent reconstruction of the alley pavement. Subsequent cost estimates revealed that burying the primary wiring was well beyond the budgeted funding. After being scaled down to include only the burial of secondary service wiring, only one bid was received on December 10, 2007, for \$347,000 for this work alone. It is clear that all originally programmed activities cannot now be completed within the budgeted funding, and thus we have now scaled back the project to replacement of the alley pavement with 8" concrete to accommodate future design needs. In addition, due to the need to scale back the electrical portions of the project, we have expanded the paving scope to include more aesthetic improvements. This "alleyscape" project will include items such as colored stamped concrete, shrubbery where appropriate to hide existing dumpsters, Washington Post style lighting, and even several archways that will serve to focus attention away from the utility poles and wiring. Also, the storm sewer to serve the alley will be replaced as a part of this project. Beckett and Raeder, Inc. has served as the design consultant on the project as per City Council award on April 21, 2008, and the Engineering Department bid the project and will provide construction inspection and surveying activities.

The Engineering Department opened bids for this project on Monday, July 28, 2008, and two bids were received. The low bidder is Andrews Construction Company, Inc. of Manchester, Michigan. Their low bid of \$210,760.85 is 12.1% below the Engineer's Estimate of \$239,813.00. Andrews Construction is MDOT Pre-qualified for work of this type, and is currently employed as the 2008 ADA Ramp Program Contractor. They have served as a prime or subcontractor in at least one street project for the City of Monroe in each of the last five (5) years, and are more than capable to complete this type of work as well, with the assistance of subcontractors for specialty work such as landscaping, irrigation, and electrical work.

The current grant deadline through the MEDC is July 31, 2008. However, with all of the difficulties that we have had in developing a project that can be completed within the budgeted funding, we have asked for another extension to December 31, 2008. The MEDC has still not formally ruled on this request, but we have been given reasonable verbal assurances that this can be granted. The award of this construction contract will be contingent on this extension, and a Notice to Proceed will not be given to the contractor until this extension has been received in writing.

Lastly, an email has been attached to this fact sheet detailing the availability of six (6) Washington Post-style lights that Monroe Bank and Trust has salvaged from their parking lot when their new facility was built, and they are willing to offer them to us for \$5,000 total, which is a substantial savings from the typical cost of around \$3,000 per pole if they were purchased new. Five (5) of them are to be incorporated into this project, with the sixth (shorter) pole to be reserved for future use. They are all currently being stored at the Public Services yard at 222 Jones Avenue.

**IT IS RECOMMENDED** that the City award a contract for concrete paving and aesthetic improvements for the alley east of South Monroe Street between East First and East Front Streets to Andrews Construction Company, Inc. in the amount of \$210,760.85 and that a total of \$242,000 be encumbered to include a 15% project contingency, subject to the written approval of an extension by the MEDC sufficient to complete the project. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to execute the contract on behalf of the City. **IT IS FURTHER RECOMMENDED** that a purchase order in the amount of \$5,000.00 be issued to Monroe Bank and Trust for the purchase of six (6) Washington post lights to be used on the project.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** Grant expires July 31, 2008, even with requested extension to December 31, we will have tight schedule to complete project in specified time period.

**STAFF RECOMMENDATION:** X For  Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering, Public Services, and Planning

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Engineering Department, adjacent property owners, Downtown Development Authority

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$300,000*
	Cost of This Project Approval	\$247,000**
	Related Annual Operating Cost	\$2,000***
	Increased Revenue Expected/Year	\$ N/A

\*Includes contract award, contingencies, previous professional service contracts, and estimated City engineering inspection costs.

\*\*Includes contract award plus contingencies, and light pole purchase costs.

\*\*\*Estimated cost includes irrigation of plantings, lighting costs, other maintenance items. Some costs may accrue to Downtown Development authority.

<b>SOURCE OF FUNDS:</b>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Downtown Bus. Dist. Impr.	401-95.449-818.020 06C18	\$242,000
	<u>Other Funds</u>		

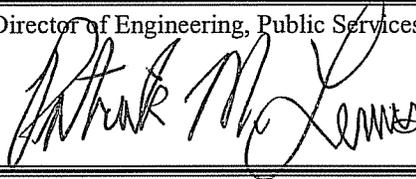
Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering, Public Services, and Planning **DATE:** 07/29/08

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** August 4, 2008



City of Monroe Alleyway Improvements  
 BIDS DUE: Monday, July 28, 2008  
 Bid Tabulation - As Checked

No.	Item	# units	Units	Engineer's Estimate		Andrews Construction		Peter A. Basile Sons	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	Sawcut Pavement	370.0	LFT	5.00	1,850.00	2.00	740.00	3.00	1,110.00
2	Remove Concrete Pavement & Base (16" depth)	5300.0	SFT	2.00	10,600.00	2.00	10,600.00	6.40	33,920.00
3	Remove Bituminous Pavement & Base (16" depth)	850.0	SFT	2.00	1,700.00	3.00	2,550.00	2.50	2,125.00
4	Remove Storm Sewer Pipe	200.0	LFT	25.00	5,000.00	5.00	1,000.00	8.00	1,600.00
5	Remove Storm Structures	2.0	EA	300.00	600.00	500.00	1,000.00	350.00	700.00
6	Inlet Protection	3.0	EA	200.00	600.00	25.00	75.00	125.00	375.00
7	Planter Excavation (Beyond 16" Depth)	8.0	CYD	15.00	120.00	75.00	600.00	250.00	2,000.00
8	Planter Excavation (Beyond 18" Depth, Type C)	6.0	CYD	15.00	90.00	150.00	900.00	325.00	1,950.00
9	Rough Grading	4500.0	SFT	1.00	4,500.00	0.50	2,250.00	1.00	4,500.00
10	HD Colored Concrete Pavement Type A, 8" / 8" Agg.	2750.0	SFT	8.00	22,000.00	13.15	36,162.50	11.50	31,625.00
11	HD Colored Concrete Pavement Type B, 8" / 8" Agg.	1625.0	SFT	8.00	13,000.00	13.15	21,368.75	11.25	18,281.25
12	Concrete Patch (Match Existing)	265.0	SFT	8.00	2,120.00	12.15	3,219.75	6.25	1,656.25
13	Bituminous Patch (Match Existing)	200.0	SFT	4.00	800.00	12.50	2,500.00	12.50	2,500.00
14	Concrete Gutter Pan (Match Existing)	10.0	LFT	20.00	200.00	25.00	250.00	35.00	350.00
15	Entry Archway	2.0	EA	10,000.00	20,000.00	1,500.00	3,000.00	9,200.00	18,400.00
16	Trellis Archway	2.0	EA	25,000.00	50,000.00	1,250.00	2,500.00	21,000.00	42,000.00
17	Metal Dumpster Screen	8.0	EA	1,800.00	14,400.00	750.00	6,000.00	3,250.00	26,000.00
18	Planting Pots	5.0	EA	250.00	1,250.00	200.00	1,000.00	1200.00	6,000.00
19	Concrete Planter Curb	675.0	LFT	20.00	13,500.00	35.00	23,625.00	37.25	25,143.75
20	8" RCP Storm Sewer	6.0	LFT	35.00	210.00	100.00	600.00	80.00	480.00
21	15" RCP Storm Sewer	187.0	LFT	55.00	10,285.00	85.00	15,895.00	86.00	16,082.00
22	4" Diameter Storm Structure	4.0	EA	2,500.00	10,000.00	2,500.00	10,000.00	1,750.00	7,000.00
23	2" Water Service, Type K Copper	200.0	LFT	30.00	6,000.00	40.00	8,000.00	52.00	10,400.00
24	2" Corporation Stop	1.0	EA	500.00	500.00	500.00	500.00	400.00	400.00
25	2" Tap of City Water Main	1.0	EA	1,000.00	1,000.00	1,500.00	1,500.00	1,500.00	1,500.00
26	2" Irrigation Main Line, PVC SDR 21, CL 200	245.0	LFT	25.00	6,125.00	3.65	894.25	3.10	759.50
27	Automatic Controller, Toro TS-612, 12 Sta. OD Mt.	1.0	EA	1,000.00	1,000.00	800.00	800.00	1,698.00	1,698.00
28	4" Schedule 40 PVC Sleeves	170.0	LFT	25.00	4,250.00	45.00	7,650.00	10.00	1,700.00
29	2" Schedule 40 PVC Sleeves	95.0	LFT	15.00	1,425.00	40.00	3,800.00	10.00	950.00
30	Sprinkler Heads, 12" Pop-Up Spray Toro 570 Series	50.0	EA	150.00	7,500.00	6.15	307.50	40.00	2,000.00
31	Sprinkler Heads, Bubblers Toro 500 Series	4.0	EA	150.00	600.00	485.00	1,940.00	17.00	68.00
32	1-1/2" Valves & Assoc. Lateral Lines	6.0	EA	150.00	900.00	80.00	480.00	465.00	2,790.00
33	2" Backflow Preventor, Febco Model 765	1.0	EA	1,100.00	1,100.00	110.00	110.00	1,828.00	1,828.00
34	Quick Coupler Valve, Toro QCV 100-2SLLC	1.0	EA	300.00	300.00	450.00	450.00	284.00	284.00

City of Monroe Alleyway Improvements  
 BIDS DUE: Monday, July 28, 2008  
 Bid Tabulation - As Checked

No.	Item	# units	Units	Engineer's Estimate		Andrews Construction		Peter A. Basile Sons	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
35	Valve Boxes, Ametek Standard Box, 12" Depth	6.0	EA	100.00	600.00	60.00	360.00	50.00	300.00
36	Irrigation Control & Ground Wiring, UF 600 V AWG	240.0	LFT	10.00	2,400.00	1.50	360.00	5.70	1,368.00
37	Handhole, Traffic 13" x 24" x 11"	2.0	EA	700.00	1,400.00	1,500.00	3,000.00	775.00	1,550.00
38	Duplex Receptacles, 120 V Waterproof w/ GFI	5.0	EA	300.00	1,500.00	625.00	3,125.00	349.00	1,745.00
39	Irrigation Electrical Conduit, 1" PVC Schedule 40	10.0	LFT	10.00	100.00	20.00	200.00	20.25	202.50
40	Duplex Receptacle & Lighting Elec. Con., 1" PVC	245.0	LFT	10.00	2,450.00	20.00	4,900.00	8.00	1,960.00
41	Irrigation Wiring (to Controller), 3-#8 Wires	160.0	LFT	10.00	1,600.00	2.25	360.00	7.50	1,200.00
42	Duplex Receptacles & Lighting, 4-#8 Wires	410.0	LFT	10.00	4,100.00	7.00	2,870.00	10.00	4,100.00
43	Light Poles, Relocated, inc. Conc. Footing & Conn.	5.0	EA	700.00	3,500.00	2,000.00	10,000.00	2,337.00	11,685.00
44	Circuit Breakers (lrr. & DR/LTS) & Conn. To Panel	2.0	EA	300.00	600.00	250.00	500.00	1,277.00	2,554.00
45	Planter Soil Mix	55.0	CYD	30.00	1,650.00	61.00	3,355.00	80.00	4,400.00
46	Class II Sand	15.0	CYD	20.00	300.00	40.00	600.00	60.00	900.00
47	Princeton Sentry Ginkgo, 2-1/2"	2.0	EA	400.00	800.00	275.00	550.00	665.00	1,330.00
48	Hummingbird Clethra, 3 Gal.	4.0	EA	40.00	160.00	52.00	208.00	35.00	140.00
49	Low Gro Sumac, 3 Gal.	25.0	EA	30.00	750.00	50.00	1,250.00	42.00	1,050.00
50	Anthony Waterer Spiraea, 3 Gal.	4.0	EA	30.00	120.00	145.00	580.00	42.00	168.00
51	Fall Bloomin Feather Reed Grass, 2 Gal.	22.0	EA	28.00	616.00	30.00	660.00	35.00	770.00
52	Black Flowering Fountain Grass, 2 Gal.	7.0	EA	28.00	196.00	30.00	210.00	35.00	245.00
53	Mary's Gold Daylily, 2 Gal.	46.0	EA	20.00	920.00	30.00	1,380.00	35.00	1,610.00
54	Rocket City Daylily, 2 Gal.	49.0	EA	20.00	980.00	30.00	1,470.00	35.00	1,715.00
55	Minnesota Red Trumpet Vine, 2 Gal.	20.0	EA	25.00	500.00	35.00	700.00	35.00	700.00
56	Boston Ivy, 2 Gal.	20.0	EA	20.00	400.00	31.00	620.00	35.00	700.00
57	Dutch Master Daffodil, Bulb	314.0	EA	1.50	471.00	2.15	675.10	2.65	832.10
58	2" Shredded Bark Mulch	7.0	CYD	25.00	175.00	80.00	560.00	80.00	560.00
				239,813.00		210,760.85		309,960.35	
<b>Total Bid</b>									

## Lewis, Patrick

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**From:** Chaffin, Doug [doug.chaffin@mbandt.com]  
**Sent:** Tuesday, December 04, 2007 8:51 AM  
**To:** Lewis, Patrick  
**Cc:** Lieto, Donald M.; LaVergne, Michelle; Skibski, John  
**Subject:** DNE: RE: Light Poles

Pat: We currently have a total of 6 light poles in our inventory, which the City has been storing. All of the poles are of the traditional style now used in the Central Business District. Five of the six are the standard height, with the sixth pole a shorter version (it was mounted on a concrete base). We would be willing to sell all six to the City of Monroe for \$5,000. Please let me know if you need additional information. Thank you for your consideration.

Doug Chaffin  
President & CEO  
Monroe Bank & Trust

To provide secure communications with our customers, Monroe Bank & Trust and MBT Credit Company, Inc. will be implementing encryption on all of our email correspondence. This encryption will allow us to communicate with you securely concerning your existing account information as well as future products and services in which you may be interested. Simple instructions to allow you to authenticate and unencrypt the message will accompany each email.

The encryption of all email correspondence from Monroe Bank and Trust and MBT Credit Company, Inc. will begin on March 1, 2005. If you have any questions or comments, please don't hesitate to contact me directly at the numbers listed below.

Doug Chaffin  
President & CEO  
Monroe Bank & Trust  
MBT Financial Corp  
Phone: 734-384-8123  
FAX: 734-242-1822  
www.MBandT.com

Privileged/Confidential Information may be contained in this message.  
If you are not the addressee indicated in this message you may not use, or rely upon in any way this information. In such case, you should destroy this message and kindly notify the sender by reply e-mail.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** INSTALLATION OF NEW PUBLIC STORM SEWER RELIEF OUTLET – ST. MARY’S GARDENS  
SUBDIVISION – SPECIAL ASSESSMENT RESOLUTION NUMBER 5 – PROJECT CONFIRMATION

**DISCUSSION:** The Engineering Department received a petition on November 29, 2007 “to begin the steps necessary to alleviate the drainage problems between Roessler St. and John L Drive.” This project relates to a private drainage system that is failing at the rear of homes located in the block bounded by Calgary Drive on the north, North Roessler Street on the east, and John L Drive on the west and south. Various investigations by City Engineering and Public Services staff have been somewhat inconclusive as to the exact point or points along this system that may be causing this failure, however, since the line appears to be only a 6” clay tile, it is apparent that it is also undersized for this purpose, as there are up to 29 homes that may use this for surface drainage and sump pump connections. This line is believed to flow from a location behind 1318 John L and 1323 North Roessler, southward down the rear lot lines in an easement to John L Drive, where it outlets into a 15” storm sewer that eventually connects to Mason Run Drain via a 15” storm sewer on Roessler Street.

During periods of heavy rains, especially during cold weather months when the ground is frozen, the north (dead) end of the private line will back up through the catch basin, and flood adjacent homes, even over 18 inches in depth in some places. It is unclear exactly how far south this ponded water occurs on a regular basis, but property owners at 1318 and 1330 John L, 1368 Calgary, and 1323 North Roessler have all reported problems in the past. It should be noted that if this subdivision were built by today’s standards, there would have been provisions made for public rear yard storm drainage to each property, to alleviate precisely this issue.

Persons representing five (5) properties affected have submitted a petition asking for this issue to be resolved, which was accepted by the City Council on December 17, 2007. Based on the fact that all five properties lie at the site of the present flooding, the intent appears to be the construction of a relief sewer line at the north end of the block, rather than replacement of the entire rear yard line to the south. Two (2) of the five (5) properties on the petition form are represented by only one of the persons named on the title. Strictly speaking, this is less than a majority of what is believed to be the seven (7) affected properties, so any action would have to be by 5-2 vote of City Council, but it appears that a majority of property owners do indeed support this project. Also attached for your reference is a map, illustrating the proposed project area.

As is typical within the Special Assessment process, an informational meeting was held with the property owners on June 9, 2008, where the Engineering Department presented its proposed design for the relief sewer, which will include assessments for the seven (7) properties that are likely affected by, and / or whose back yards are contributing the greatest amount of runoff into the flooded area. While ordinarily the City would solicit bids for the work, since the City already has a qualified sanitary sewer contractor employed on other projects, Schumaker Brothers Construction, a quote was solicited from them for the work. We are pleased to report that the pipe size appears to be able to be reduced to a 12” PVC pipe from the original 15” concrete design, and Schumaker Brothers feels that they can install this pipe on one side of the 12-foot-wide easement without removing the existing fence line, resulting in a decrease in costs for the project. It should be noted that the proposed assessments are proposed to be distributed equally between the seven properties, at an estimated cost of \$2,851 per property. While the lot sizes are not exactly the same, it is very difficult to determine exactly how much runoff each one of these properties contributes to the rear yard, especially given that some of them may have sump pump leads that also discharge to the collective rear yard area, hence the proposed assessment district is on a “per lot” basis.

Resolution 4 was passed on July 7, 2008, and the required public hearing on the distribution of the assessment roll is scheduled for the August 4, 2008 City Council meeting. Thus far, two letters of objection to the project have been submitted, one from 1335 North Roessler, who did not sign the petition, and one from 1368 Calgary who would like to rescind her earlier support of the petition.

**IT IS RECOMMENDED** that the attached Resolution 5 be adopted, and that Storm Sewer Special Assessment District Number 230 be confirmed. **IT IS FURTHER RECOMMENDED** that the Director of Engineering, Public Services, and Planning be authorized to execute a change order in the amount of \$17,946.80 to Schumaker Brothers Construction for the storm sewer installation, and that a total of \$20,946.80 be encumbered to include a \$3,000 project contingency, with an additional \$3,000 appropriated for engineering costs.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended



## RESOLUTION NUMBER 5

WHEREAS, August 4, 2008 was the meeting set for the hearing of objections or suggestions on the assessment roll for the installation of a of a storm sewer of adequate size to service the rear yards and sump pump lines of the properties located at 1316 John L Drive, 1318 John L Drive, 1330 John L Drive, 1338 Calgary Drive, 1368 Calgary Drive, 1323 North Roessler Street, and 1335 North Roessler Street, known and designated as Storm Sewer Special Assessment Number 230, in which there is levied against the benefiting properties, the sum of \$19,955.67, and

WHEREAS, prior to this hearing, the City Clerk-Treasurer has reported two objections to the necessity of the project, representing 28.6% of the assessable properties; and

WHEREAS, four property owners representing 57.1% of the assessable properties originally signed the petition for this public improvement that have not yet rescinded their support for it; therefore, be it

RESOLVED, that said roll be and hereby is confirmed in all aspects, and be it further;

RESOLVED, that said roll be divided into ten (10) equal annual installments, the first installment being due and payable now; the second installment due and payable One (1) year from the date; the third installment due and payable in Two (2) years from the date; the fourth installment due and payable in Three (3) years from the date; the fifth installment due and payable in Four (4) years from the date; the sixth installment due and payable in Five (5) years from the date; the seventh installment due and payable in Six (6) years from the date; the eighth installment due and payable Seven (7) from the date; the ninth installment due and payable Eight (8) years from the date; and the tenth installment due and payable in Nine (9) years from the date together with interest on such installment at the rate of 4.96% per annum, payable therefrom, from the date of confirmation of said special assessment roll, and be it further;

RESOLVED, the City Clerk-Treasurer be and hereby is directed to attach his warrant to said roll, pursuant to the provisions of the Charter, and that the City Clerk-Treasurer be instructed in said

warrant to make his return upon each installment within Sixty (60) days from the time the same shall be delivered for his collection.

ST. MARY'S GARDENS STORM RELIEF

ST. MARY'S GARDENS STORM RELIEF				ENGINEER'S ESTIMATE			SCHUMAKER BROTHERS QUOTE		
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST	UNIT PRICE	COST		
1	R&D EXST'G. PAVEMENT & APPROACH	20.2	SYD	\$ 13.00	\$ 262.60	\$ 20.00	\$ 404.00		
2	R&D CURB & GUTTER	6.0	LFT	\$ 10.00	\$ 60.00	\$ 20.00	\$ 120.00		
3	R&D SIDEWALK	4.4	SYD	\$ 12.00	\$ 53.28	\$ 20.00	\$ 88.80		
4	F&I 4' DIA. STORM MANHOLE & CASTING	1.0	EA	\$ 2,250.00	\$ 2,250.00	-	-		
4B	F & I 2' DIA. STORM MANHOLE & CASTING	1.0	EA	-	-	\$ 2,000.00	\$ 2,000.00		
5	F&I 15" RCP STORM SEWER	211.0	LFT	\$ 50.00	\$ 10,550.00	-	-		
5B	F & I 12" PVC SDR 35 STORM SEWER	211.0	LFT	-	-	\$ 40.00	\$ 8,440.00		
6	F&I F-4 CURB & GUTTER	6.0	LFT	\$ 25.00	\$ 150.00	\$ 60.00	\$ 360.00		
7	F&I 4' CONCRETE SIDEWALK	40.0	SFT	\$ 3.25	\$ 130.00	\$ 10.00	\$ 400.00		
8	F&I CONTROL DENSITY BACKFILL	14.0	CYD	\$ 80.00	\$ 1,120.00	\$ 100.00	\$ 1,400.00		
9	F&I 6" CONCRETE BASE PAVEMENT	4.7	SYD	\$ 32.00	\$ 150.40	\$ 70.00	\$ 329.00		
10	F&I 6" CONCRETE APPROACH	11.5	SYD	\$ 32.00	\$ 368.00	\$ 70.00	\$ 805.00		
11	RE-INSTALL EXISTING FENCE MATERIAL	154.0	LFT	\$ 10.00	\$ 1,540.00	-	-		
12	F&I MDOT 13A OR 13C BIT. PAVEMENT PATCH	2.0	TONS	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00		
13	TRAFFIC CONTROL	1.0	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00		
14	SITE RESTORATION	1.0	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00		
			CONSTRUCTION COST	\$	\$ 20,034.28		\$ 17,946.80		
			CONSTRUCTION COST	\$	\$ 20,034.28		\$ 17,946.80		
			CONTINGENCIES	\$	\$ 3,005.14		\$ 3,000.00		
			ENGINEERING (15%)	\$	\$ 3,005.14		\$ 3,000.00		
			PROJECT TOTAL	\$	\$ 26,044.56		\$ 23,946.80		

\*Original estimate assumes 15" concrete, 4' diameter structures, and fence removal, quote assumes 12" PVC, 2' diameter structure, and no fence removal

\*\*Used fixed contingencies and engineering cost - smaller construction cost does not necessarily mean lower engineering costs on small project.

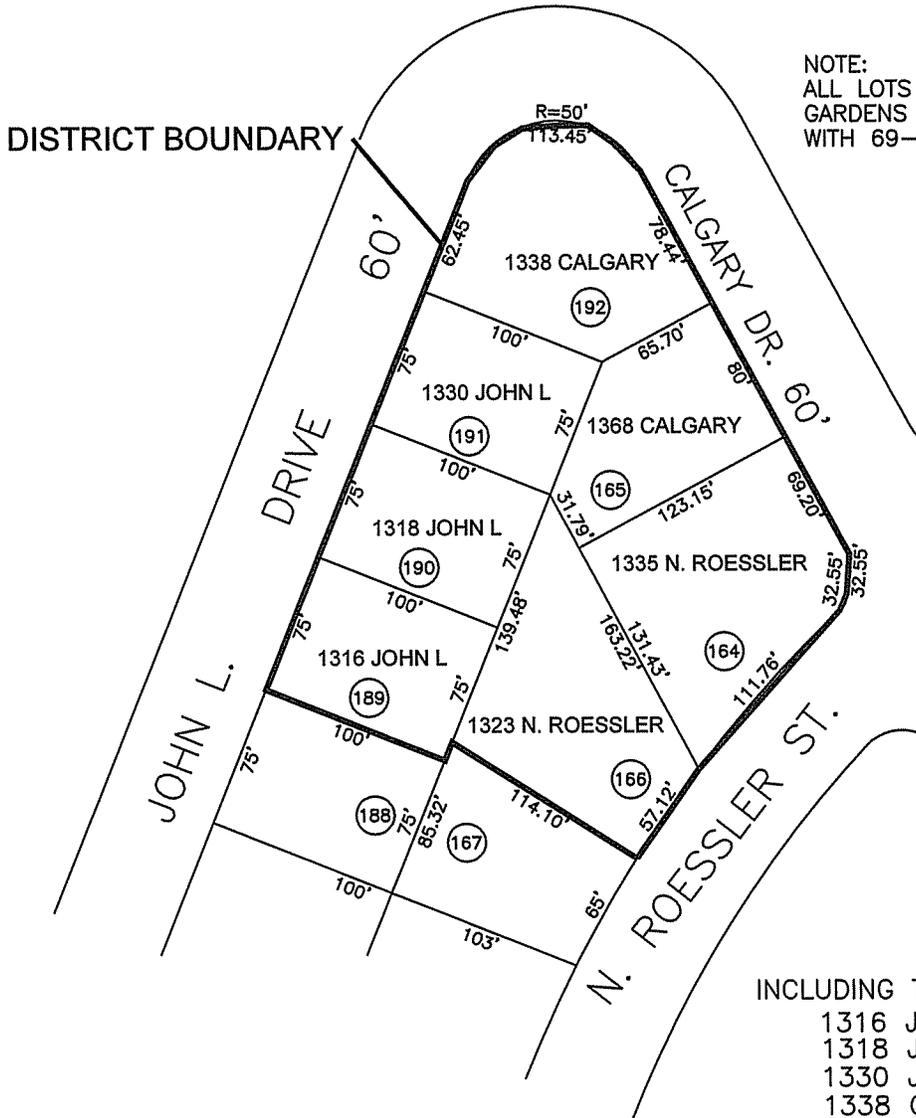
ST. MARY'S GARDENS STORM RELIEF SPECIAL ASSESSMENT DISTRICT NO. 230

PARCEL ID	PROPERTY ADDRESS	OWNER NAME	OWNER MAILING ADDRESS	OWNER CITY, STATE, ZIP	REU'S ASSESSMENT
69-00544-166	1323 N. Roessler St.	Thomas & Susan Rosenberger	1323 N. Roessler St.	Monroe, MI 48162	\$2,850.81
69-00544-164	1335 N. Roessler St.	Clarence & Diana Monday	1335 N. Roessler St.	Monroe, MI 48162	\$2,850.81
69-00544-165	1368 Calgary Drive	Lillian Raymo	1368 Calgary Drive	Monroe, MI 48162	\$2,850.81
69-00544-192	1338 Calgary Drive	James & Loretta Terrasi	1338 Calgary Drive	Monroe, MI 48162	\$2,850.81
69-00544-191	1330 John L Drive	Gary & Karen Jenkins	1330 John L Drive	Monroe, MI 48162	\$2,850.81
69-00544-190	1318 John L Drive	William & Virginia Pierce	1318 John L Drive	Monroe, MI 48162	\$2,850.81
69-00544-189	1316 John L Drive	James & Donna Johnson	1316 John L Drive	Monroe, MI 48162	\$2,850.81
<b>TOTAL FOR ALL PARCELS</b>					<b>7</b>

COST PER RESIDENTIAL EQUIVALENT UNIT (REU) = \$3,100.54

**\$19,955.67**

# STORM SEWER SPECIAL ASSESSMENT DISTRICT NO. 230



NOTE:  
ALL LOTS IN ST. MARY'S  
GARDENS SUBDIVISION START  
WITH 69-544-(LOT NUMBER)

INCLUDING THE FOLLOWING PROPERTIES:

- 1316 JOHN L DRIVE
- 1318 JOHN L DRIVE
- 1330 JOHN L DRIVE
- 1338 CALGARY DRIVE
- 1368 CALGARY DRIVE
- 1323 NORTH ROESSLER STREET
- 1335 NORTH ROESSLER STREET

REVISIONS		
NO.	DRAWN BY:	DATE:
DWG. OF RECORD		
DATE: _____		

CITY OF MONROE, MICHIGAN  
ENGINEERING DEPARTMENT  
STORM SEWER S.A.D. #230  
ST. MARY'S GARDENS SUBDIVISION  
NEW PUBLIC STORM SEWER

SCALE: 1"=100'

FILE NO. A-

DATE: JUNE, 2008

SHEET NO. 1 OF 1

APPROVED: \_\_\_\_\_

CITY ENGINEER