
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 week's 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.

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 16, 2010**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Joseph Mominee, Fire Chief of the Carnegie Heroism Medal to Monroe Police Officer's Chad Tolstedt and Paul Marks.

V. 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 Work Session held on Monday, August 2, 2010 and the Minutes of the Regular Meeting held on Monday, August 2, 2010.

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

172 Additional Emergency Repairs – Centrifuge #2 Rehabilitation – Wastewater Department.

1. Communication from the Director of Water & Wastewater Utilities, submitting a quotation to do emergency repairs to rehabilitate Centrifuge #2, and recommending that Council confirm the administrative decision to complete the additional emergency repairs by making a direct purchase for completing the over rehabilitation of Centrifuge #2 in the amount of \$108,774 and that a total of \$115,000 be encumbered to include a 5% project contingency and that the purchase be allowed to proceed as scheduled.

2. Supporting documents.

3. Action: Accept, place on file and the recommendation be carried out.

173 Agreement with Oakland County for disbursement of Homeland Security Grant funds for 2007.

1. Communication from the Fire Chief, submitting an agreement with Oakland County for disbursement of Homeland Security grant funds for 2007, and recommending that the

- agreement with Oakland County be approved to facilitate faster processing of the Homeland Security grant funds as they are used.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 174 Agreement with Oakland County for disbursement of Homeland Security Grant funds for 2008.
1. Communication from the Fire Chief, submitting an agreement with Oakland County for disbursement of Homeland Security grant funds for 2008, and recommending that the agreement with Oakland County be approved to facilitate faster processing of the Homeland Security grant funds as they are used.
 2. Supporting documents.
 3. Action: Accept, place on file and recommendation be carried out.
- 175 Water Department – Replacement of a Mini Excavator, Trailer & Buster Bids.
1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received to replace an existing Water Department Mini Excavator, Trailer and Buster, and recommending that a purchase order be issued to AIS Construction Equipment & Supplies out of Lenox, MI in the amount of \$64,790 to replace an existing Water Department Mini excavator, Trailer, and Buster in accordance with the bid specifications.
 2. Supporting documents.
 3. Action: Accept, place on file and recommendation be carried out.
- 176 City Policies and Procedures – Policy No. 20 – City of Monroe Municipal Employees’ Retirement System Educational Conferences, Seminars and Workshops.
1. Communication from the Director of Human Resources, submitting a revised policy to establish procedures for trustees on the Monroe Municipal Employees’ Retirement System to attend educational conferences, seminars and workshops, and recommending that Council approve the attached policy and direct City administration to proceed with implementation.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 177 Water Department – Raw water Pump Station Roofing Renewal Project Bids.
1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the Raw Water Pump Station Roofing Renewal Project, and recommending that a purchase order in the amount of \$21,121 for the Raw Water Pump Station Roofing Renewal Project be issued to M.W. Morss Roofing, Inc out of Romulus, MI in accordance with the bid specifications.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 178 Wastewater Department – Replacement of Sanitary Sewer Inspection Equipment Bids.
1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received to replace existing wastewater department Sanitary Sewer Inspection Equipment, and recommending that a purchase order be issued to Great Lakes Service & Supplies, Inc out of

- Petersburg, MI in the amount of \$48,900 to replace the existing Wastewater Department Sanitary Sewer Inspection Equipment in accordance with the bid specifications.
2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 179 Mason Run 2 Infrastructure Bond Release Approval.
1. Communication from the Director of Engineering & Public Services, submitting a bond release request from Lexon Insurance Company for the Mason Run 2 Infrastructure paving project, and recommending that the attached General Release be approved and that the City Manager or his designee be authorized to execute it on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 180 4th Annual River Raisin Labor Day Festival – Monroe County Convention & Tourism Bureau.
1. Communication from the City Manager, submitting a request from the Monroe County Convention & Tourism Bureau for permission to hold the 4th annual River Raisin Labor Day BBQ Festival on September 4, 2010 and to close E. Front Street between S. Monroe & S. Macomb Street, W. Front Street between Cass & Monroe Street, and Washington Street between Front and First Street on September 4th, 2010, from 12noon – 11:00 p.m., and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to cost recovery & fee waivers in accordance with City Council adopted policy, insurance requirements being met, Fire Department guidelines to be followed: 1. MFD SOG 5017, 2 International Fire Code 2403 & 2404, Tents and Canopies, 3. International Fire Code D103.1 Fire Apparatus Access Road, minimum of 20', and 4. Allow for Fire Department inspection prior to event, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 181 2010 Downtown Sidewalk Replacement Program – Final Balancing Change Order.
1. Communication from the Director of Engineering & Public Services, submitting a Change Order to the contract awarded for the 2010 Downtown Sidewalk Replacement Program on June 21, 2010, and recommending that Council award a change order in the amount of \$3,642.93 for the 2010 Downtown Sidewalk Replacement Program to Dominic Gaglio Construction, and further recommending that the Director of Engineering and Public Services 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.
- 182 Monroe Street/Third Street Intersection Repairs Bid Award.
1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the Monroe Street / Third Street intersections repairs, and recommending that Council award the above contract to the low bidder, G.V. Cement Contracting Co., in the amount of \$22,567.02, and that a total of \$25,000 be encumbered to include an 11% project contingency, and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.

2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 183 Winchester Street Bridge Rehabilitation – Consultant Inspection Contract Extension.
1. Communication from the Director of Engineering & Public Services, submitting a request for an extension to the consultant inspection contract for the Winchester Street Bridge rehabilitation, and recommending that the City award a contract extension for construction inspection, testing, and project administration for the rehabilitation of the Winchester Street Bridge to the Mannik & Smith Group in the amount of up to \$49,700, and that the Director of Engineering & Public Services be authorized to execute the agreement on behalf of the City.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 184 Munson Park Ball Diamond Concession Operations.
1. Communication from the Finance Director, submitting proposals for the operation of the Munson Park ball diamond concession stand, and recommending that Council approve entering into an agreement with Cravings, Inc for the operation of the Munson Park Ball Field Concession Stand beginning August 26, 2010 and ending at the end of the 2011 operating season with the agreement to be approved by the City Attorney, and the agreement will include compensation to the City of Monroe in the amount of 10% of gross sales.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 185 Riverwalk Entry Signage.
1. Communication from the Executive Director, Main Street Monroe/DDA, submitting a design drawing and list of locations for the Riverwalk Entry Signage, and recommending that Council approve the locations and attached design for the Riverwalk Entry Signage with the understanding that minor revisions may be needed to ensure sound installation and longevity..
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 186 Elm / Dixie / Winchester Intersection Reconstruction MDOT Funding Contract.
1. Communication from the Director of Engineering & Public Services, submitting a proposed resolution delineating the terms of the reconstruction of the intersection at Elm / Dixie / Winchester to allow for extension of the bicycle pathway, and recommending that the attached resolution be approved, and that the local share of the costs be appropriated as detailed in the financial information attached.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 187 Elm / Dixie / Winchester Intersection Reconstruction – Professional Services Award for Construction Engineering.
1. Communication from the Director of Engineering & Public Services, submitting a contract for construction engineering services for the reconstruction of the Elm / Dixie / Winchester intersection and recommending that Council award a contract for construction engineering

services for the Elm / Dixie / Winchester Intersection Reconstruction project to the Mannik & Smith Group in the amount of up to \$29,988, and further recommending that the Director of Engineering & Public Services be authorized to sign the attached proposal on behalf of the City of Monroe.

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

VI. MAYOR'S COMMENTS.

VII. CITY MANAGER COMMUNICATION.

VIII. COUNCIL COMMENTS.

IX. CITIZEN COMMENTS

X. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: ADDITIONAL EMERGENCY REPAIRS - CENTRIFUGE #2 REHABILITATION - WASTEWATER DEPARTMENT

DISCUSSION: The Wastewater Treatment Plant (WWTP) has two centrifuges which are an integral function to the facilities secondary treatment process. The centrifuges process liquid sludge 8 hours a day, five days a week. Due to the materials and environment the machines are exposed to, keeping the equipment in optimal operating condition allows the WWTP to process sludge efficiently. Loss of either machine due to equipment failure leaves the WWTP without redundancy that is needed to insure all plant processes continue to function properly to maintain compliance with our NPDES permit. Once sludge is de-watered, lime is added to stabilize the sludge and it is then hauled to a landfill for disposal. Centrifuge #2 was installed in 2001 and is currently being rehabilitated as part of the approved 2010-2011 Capital Improvement Program. At the June 21, 2010 Monroe City Council Meeting, an emergency purchase to rehabilitate Centrifuge #2 was approved due to equipment failure based on a budgetary estimate of \$91,770 provided from B&P Process Equipment and Systems (B&P).

Since the approval was provided the equipment parts were shipped, dismantled, and evaluated by B&P such that it was determined that the centrifuge is in worse condition than originally estimated. Per the attached revised quotation, it is recommended to complete the extra items listed in an effort to restore the centrifuge to an optimal level of operation. Additional items include repairing / welding several areas of the centrifuge due to material erosion, replacing damaged equipment tiles, repairing / replacing various discharge rings, grinding & coating material surfaces, repairing / replacing bearings, disc sets, spacers & keys to OEM specifications. The additional emergency repairs will restore the centrifuge to an optimal operating level as was intended so as to allow the WWTP process redundancy. In order to rehabilitate Centrifuge #2 so as to provide WWTP process redundancy as soon as possible, the City Manager granted permission to make a direct emergency purchase to complete the additional emergency repairs to rehabilitate Centrifuge #2. Once the rehabilitated parts are received back, they will be reassembled / installed by WWTP staff so as to place Centrifuge #2 back into service ASAP. B&P has worked for the City previously including the 2008 rehabilitation of Centrifuge #1 in which they performed excellently. The additional emergency repairs for the rehabilitation of Centrifuge #2 are again considered an emergency direct purchase where further delay would vitally affect the public health, safety, or welfare of the facility by not meeting compliance requirements with our NPDES permit. The revised quotations are attached for your reference such that in order to complete all repairs to complete the rehabilitation the revised quotation is \$108,774.00. Note, the electrical controller conversions will occur at the WWTP (onsite) in which a full evaluation will be completed once the rehabilitated parts are reassembled / installed by WWTP staff.

IT IS RECOMMENDED that the City Council confirm the administrative decision to complete the additional emergency repairs by making a direct purchase for completing the overall rehabilitation of Centrifuge #2 in the amount of \$108,774.00 and that a total of \$115,000.00 be encumbered to include a 5% project contingency and that the purchase be allowed to proceed as scheduled.

CITY MANAGER RECOMMENDATION:

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

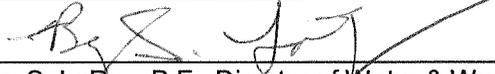
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Rehabilitate Centrifuge #2 so as to place the equipment back into service to maintain WWTP process redundancy.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Wastewater Department and Customers

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 120,000.00
Cost of This Project Approval	\$ 115,000.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Maintenance-Equipment	590-75.527-977.000 11Z04	\$ 115,000.00
<u>Other Funds</u>		

Budget Approval: 

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** August 6, 2010

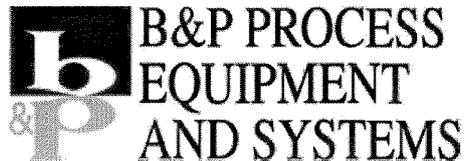
REVIEWED BY:

DATE:

COUNCIL MEETING DATE: August 16, 2010

QUOTATION NOTE

INVENTORY LEVELS ARE SUBJECT TO PRIOR SALES.
\$100 MINIMUM ORDER IS REQUIRED FOR ALL ORDERS.
PLEASE REFERENCE QUOTE NUMBER WHEN ORDERING.



1000 Hess Street
Saginaw, MI 48601
(989) 757-1300 Fax: (989) 757-1301
www.bpprocess.com

QUOTATION

QUOTE NO. CA-755
QUOTE DATE 8/4/10
QUOTE EXPIRES 9/4/2010
FREIGHT TERMS
SHIP VIA BEST WAY
TERMS NET 30

QUOTED TO: CITY OF MONROE
WASTEWATER TREATMENT PLANT
120 E. FIRST STREET
MONROE, MI 48161-2169
U.S.A.

CUSTOMER #: 01289

CONTACT: RANDY SUMMER
PHONE:
FAX:

<u>PART NO</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED</u>
	CA-755 DECANTER		1	75,004.00 USD\$	\$75,004.00
TOTAL					75,004.00 USD\$

COMMENTS

B&P PROCESS EQUIPMENT AND SYSTEMS IS PLEASED TO PROVIDE THE FOLLOWING QUOTATION FOR YOUR REVIEW.

CA-755 DECANTER

CONVEYOR:

- 1) WELD REPAIR FEED ZONE AREA DUE TO EROSION (WELD REPAIR EXTRA).
- 2) REPLACE 15 TILES TOTAL (5 EXTRA).
- 3) BALANCE CONVEYOR AND 10 TILES.

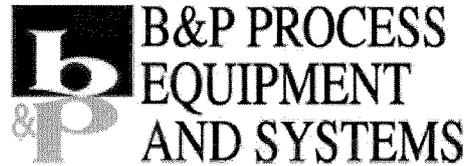
BOWL:

- 1) REMOVE OLD CALK STRIPS AND REPLACE WITH NEW.
- 2) WELD REPAIR SOLID DISCHARGE RINGS AND MACHINE (EXTRA).
- 3) ADD ACCELERATION BLOCKS TO SOLID DISCHARGE RINGS (EXTRA).

PRIMARY GEAR:

QUOTATION NOTE

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QUOTATION

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QUOTE EXPIRES 9/4/2010
FREIGHT TERMS
SHIP VIA BEST WAY
TERMS NET 30

QUOTED TO: CITY OF MONROE
WASTEWATER TREATMENT PLANT
120 E. FIRST STREET
MONROE, MI 48161-2169
U.S.A.

CUSTOMER #: 01289

CONTACT: RANDY SUMMER
PHONE:
FAX:

<u>PART NO</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED</u>
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1) BEARINGS, SEALS AND O-RINGS OVERHAUL.

2) INPUT SHAFT SEALING SURFACE WEAR. COAT AND GRIND TO OEM SPEC (EXTRA).

3) REPAIR BEARING FIT ON INPUT SHAFT TO OEM SPEC (EXTRA).

SECONDARY GEAR:

1) OVERHAUL USING ALL NEW BEARINGS, SEALS AND O-RINGS.

2) MACHINE INPUT SHAFT TO REPAIR BEARING FAILURE (EXTRA).

3) COAT AND GRIND INPUT SHAFT TO OEM SPEC (EXTRA).

4) REPLACE CYCLO DISC SET OF 2 (EXTRA).

5) REPLACE DISC SPACER AND KEY (EXTRA).

BUBBA WILLIAMS
DECANTER AFTERMARKET BUSINESS UNIT MANAGER
HOUSTON SERVICE CENTER
13135 SOUTH FREEWAY
HOUSTON, TX 77047

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QUOTATION

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PH: 713-433-3304
FX: 713-433-3211
bwilliams@bpprocess.com

Quality System Registered to
ISO 9001:2000

Visit us at www.bpprocess.com

QUOTATION NOTE

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QUOTATION

QUOTE NO. MONROE UPGRAD
QUOTE DATE 8/4/10
QUOTE EXPIRES 9/4/2010
FREIGHT TERMS
SHIP VIA BEST WAY
TERMS NET 30

QUOTED TO: CITY OF MONROE
WASTEWATER TREATMENT PLANT
120 E. FIRST STREET
MONROE, MI 48161-2169
U.S.A.

CUSTOMER #: 01289

CONTACT: GARY SAUL
PHONE:
FAX:

<u>PART NO</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED</u>
	2 CONTROL CONVERSION CA-755		2	16,885.00 USD\$	\$33,770.00
TOTAL					33,770.00 USD\$

COMMENTS

B & P PROCESS EQUIPMENT AND SYSTEMS IS PLEASED TO PROVIDE THE FOLLOWING WORK SCOPE AND QUOTATION FOR YOUR REVIEW.

THIS CONVERSION IS TO REPLACE THE SJM CONTROLLER WITH AN AUTO-TORQUE CONTROL SYSTEM AND ADD AN ALLEN BRADLEY PANEL VIEW PLUS TOUCH SCREEN. TO DO THE CONVERSION WE WILL HAVE TO CHANGE OUT THE THREE SPEED PICKUPS AND ADD AN ANALOG INPUT CARD TO THE PLC RACK. ALSO, EXCHANGE OF THE 5/04 PROCESSOR TO A 5/05 PROCESSOR WILL BE NEEDED.

THE AUTO TORQUE PROGRAM WILL STILL GIVE THE CUSTOMER DIFFERENTIAL AND LOAD CONTROL OPTIONS ON THE SCROLL MOTOR. THE PANEL VIEW PLUS ALARM SCREEN WILL BE SET UP WITH ALARMS THAT ARE CURRENTLY INPUTS TO THE PLC.

B & P WILL PROVIDE ALL LABOR, PROGRAMMING AND MATERIALS TO COMPLETE THIS CONVERSION AND IS TURN KEY TO THE CITY OF MONROE.

AFTER THE CONVERSION IS COMPLETE THE CITY WILL BE PROVIDED WITH AN UPDATED SET OF DRAWINGS AND A COPY

QUOTATION NOTE

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QUOTATION

QUOTE NO.	MONROE UPGRAD
QUOTE DATE	8/4/10
QUOTE EXPIRES	9/4/2010
FREIGHT TERMS	
SHIP VIA	BEST WAY
TERMS	NET 30

QUOTED TO: CITY OF MONROE
WASTEWATER TREATMENT PLANT
120 E. FIRST STREET
MONROE, MI 48161-2169
U.S.A.

CUSTOMER #: 01289

CONTACT: GARY SAUL
PHONE:
FAX:

<u>PART NO</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED</u>
	OF THE NEW PROGRAM FOR THEIR RECORDS.				

NOTE: TO GET THE TWO UNIT PRICE BOTH UNITS MUST BE DONE ON THE SAME TRIP. THE PLC PRICES IS WITH THE EXCHANGE OF THE 5/04 WITH A 5/05 PROCESSOR.

BUBBA WILLIAMS
DECANTER AFTERMARKET BUSINESS UNIT MANAGER
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Quality System Registered to
ISO 9001:2000

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CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Agreement with Oakland County for disbursement of Homeland Security grant funds for 2007.

DISCUSSION: Oakland County acts as the Fiduciary to the Southeast Michigan Urban Area Security Initiative (UASI). Under the UASI agreement, funding is appropriated to each of the 6 Counties (Monroe, Washtenaw, Wayne, Macomb, Oakland, and St. Clair) and the City of Detroit. To receive reimbursement for expenses incurred under this grant, proper documentation has to be presented to the State of Michigan for approval. After approval, Oakland County, acting as the Fiduciary issues reimbursement checks back to the City of Monroe for their allowable expenses relating to the grant.

The agreement was sent to the city attorney for review and there were no objections.

I recommend approving this agreement with Oakland County to facilitate faster processing of the Homeland Security grant funds as they are used.

CITY MANAGER RECOMMENDATION:

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

**2007 HOMELAND SECURITY GRANT PROGRAM
INTERLOCAL FUNDING AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CITY OF MONROE**

This Interlocal Funding Agreement ("the Agreement") is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("Fiduciary"), and the **City of Monroe**, a Michigan Municipal Corporation ("Political Subdivision"). In this Agreement the Fiduciary and the Political Subdivision may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, the Fiduciary and the Political Subdivision enter into this Agreement for the purpose of delineating the relationship and responsibilities between the Fiduciary, the Political Subdivision, and the Region 2 Planning Board regarding the 2007 Homeland Security Grant Program ("Grant Program") and use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or overtime with Grant Program funds.

Oakland County, Michigan was elected and appointed Fiduciary for the 2007 Homeland Security Grant Program by Region 2 Planning Board via a resolution dated November 15, 2007.

Oakland County accepted the position of Fiduciary and as a result entered into the 2007 Homeland Security Grant Program Agreement with the State of Michigan and became the Subgrantee for the Grant Program.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

- 1.3. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.4. **Fiduciary** means Oakland County, a Constitutional Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons successors.
 - 1.5. **Political Subdivision** means the City of Monroe, a Michigan Municipal Corporation including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons successors.
 - 1.6. **Region** means the area comprised of the City of Detroit and Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties. This Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.
 - 1.7. **Region 2 Homeland Security Planning Board (“Region 2 Planning Board”)** means the Regional Homeland Security Planning Board for Region 2, as created by the Michigan Homeland Protection Board, and is comprised of the City of Detroit and Macomb, Monroe, Oakland, St Clair, Washtenaw, and Wayne Counties. The Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.
 - 1.8. **2007 Homeland Security Grant Program (“Grant Program”)** means the grant program described and explained in Exhibit B which began July 1, 2007 and ends March 31, 2010. The purpose of the Grant Program is to prevent, deter, respond to, and recover from incidents of national significance including, but not limited to, threats and incidents of terrorism.
2. **AGREEMENT EXHIBITS.** The Exhibits listed below and their properly promulgated amendments are incorporated and are part of this Agreement.
 - 2.1. **Exhibit A** – Region 2 Homeland Security Planning Board Resolution; re: 2007 Homeland Security Grant Program Fiduciary;
 - 2.2. **Exhibit B** – 2007 Homeland Security Grant Program Agreement between Fiduciary and the State;
 - 2.3. **Exhibit C** – Transfer of Ownership Agreement/Equipment Receipt and Acceptance; and
 - 2.4. **Exhibit D** – Request for Reimbursement Forms.
 3. **FIDUCIARY RESPONSIBILITIES.**
 - 3.1. The Fiduciary shall comply with all requirements set forth in the Grant Program Agreement between the Fiduciary and the State of Michigan.

- 3.2. The Fiduciary shall comply with all requirements set forth in the 2007 Homeland Security Grant Program Guidance.
- 3.3. The Fiduciary shall purchase equipment with the Grant Program funds in accordance with the Fiduciary's purchasing policies and procedures. The Region 2 Planning Board shall determine what type of equipment will be purchased and who shall receive such equipment.
- 3.4. The Fiduciary shall create, maintain, and update a list/inventory of all equipment purchased with Grant Program funds beginning at the time the Grant Program Agreement is executed and ending three (3) years after the Grant Program is closed. The list/inventory shall include the following: (1) the equipment purchased; (2) the cost for each piece of equipment; (3) what Political Subdivision the equipment is transferred to; and (4) the physical location of the equipment.
- 3.5. The Fiduciary shall transfer ownership and legal title to the equipment purchased with Grant Program funds to Political Subdivisions, designated by the Region 2 Planning Board, via the Transfer of Ownership Agreement attached as Exhibit C. The Fiduciary's Emergency Response and Preparedness Administrator shall execute the Transfer of Ownership Agreement on behalf of the Fiduciary and the City of Monroe shall execute the Transfer of Ownership Agreement on behalf of the Political Subdivision.
- 3.6. The Fiduciary shall notify each Political Subdivision at the end of the Fiduciary's fiscal year of the dollar amount of equipment that has been transferred to the Political Subdivision.
- 3.7. The Fiduciary shall reimburse or purchase services for the Political Subdivision with Grant Program funds, as directed by the Region 2 Planning Board. Such funds shall only be transferred or services purchased after the applicable Request for Reimbursement Forms, attached as Exhibit D, are properly executed by the Parties. The Fiduciary's Emergency Response and Preparedness Administrator shall execute the Forms on behalf of the Fiduciary and the City of Monroe shall execute the Forms on behalf of the Political Subdivision.
- 3.8. The Fiduciary shall reimburse the Political Subdivision, as directed by the Region 2 Planning Board, with Grant Program funds for salaries and overtime for Political Subdivision employees and/or agents. Such funds shall only be transferred after the applicable Request for Reimbursement Forms, attached as Exhibit D, are properly executed by the Parties. The Fiduciary's Emergency Response and Preparedness Administrator shall execute the Forms on behalf of the Fiduciary and the City of Monroe shall execute the Forms on behalf of the Political Subdivision.
- 3.9. The Fiduciary shall file this Agreement pursuant to law and provide executed copies of this Agreement to the Region 2 Planning Board Secretary and the applicable Political Subdivision.

4. **POLITICAL SUBDIVISION RESPONSIBILITIES.**

- 4.1. Upon receipt of equipment purchased with Grant Program funds, the Political Subdivision shall execute the Transfer of Ownership Agreement, attached as Exhibit C, for each piece of equipment. The Political Subdivision will not obtain title to the equipment and will not be permitted to use the equipment until the Fiduciary receives an executed Transfer of

Ownership Agreement. The Political Subdivision agrees to be bound by all terms and conditions of the Transfer of Ownership Agreement, attached as Exhibit C

- 4.2. Upon execution of the Transfer Ownership Agreement, Exhibit C, the Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
 - 4.2.1. Operation of the equipment;
 - 4.2.2. Maintenance and repair of the equipment;
 - 4.2.3. Replace or repair equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
 - 4.2.4. Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
 - 4.2.5. Insurance for the equipment if required by law or if the Political Subdivision deems it appropriate in its discretion;
 - 4.2.6. Training for use of the equipment, if training is not included with the purchase of the equipment; and
 - 4.2.7. Liability for all Claims arising out of the Political Subdivision's use of the equipment.
- 4.3. The Political Subdivision shall comply with and shall use the equipment in accordance with the 2007 Homeland Security Grant Program Guidance.
- 4.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home-base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon execution of the Transfer Ownership Agreement and continue until three (3) years after the close of this Grant Program.
- 4.5. The Political Subdivision shall list all equipment transferred to it pursuant to the Transfer Ownership Agreement on its Schedule of Expenditures of Federal Awards.
- 4.6. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues associated with disposal of the equipment.
- 4.7. The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- 4.8. The Political Subdivision shall make the equipment available to the Fiduciary and State and Federal Auditors upon request.

- 4.9. Prior to reimbursement for the purchase of services and/or for salaries or overtime, the Political Subdivision shall properly execute the applicable Request for Reimbursement Forms, attached as Exhibit D. The Political Subdivision shall not receive reimbursement for services, salaries, and/or overtime until all applicable Request for Reimbursement Forms are properly executed. The Fiduciary, in its sole discretion, shall determine if the Request for Reimbursement Forms are properly executed.
5. **REGION 2 PLANNING BOARD RESPONSIBILITIES.** The Parties agree and acknowledge that the Region 2 Planning Board shall have the following responsibilities:
 - 5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;
 - 5.2. Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;
 - 5.3. Hold public meetings, subject to the Michigan Open Meetings Act;
 - 5.4. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State homeland security program requirements;
 - 5.5. Establish sub-committees to carry out its work;
 - 5.6. Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and
 - 5.7. Determine what type of equipment will be purchased with the Grant Program funds, determine what equipment each Political Subdivision will receive, and convey this information to the Fiduciary immediately after such determinations are made.
6. **DURATION OF INTERLOCAL AGREEMENT.**
 - 6.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party and shall end three (3) years from the date the Grant Program is closed. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.
7. **ASSURANCES.**
 - 7.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
 - 7.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 7.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement, attached as Exhibit B and the 2007 Homeland Security Grant Program Guidance.
8. **TERMINATION OR CANCELLATION OF AGREEMENT.** Either Party may terminate and/or cancel this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the Parties' duties and obligations regarding equipment transferred to the Political Subdivision and the Parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and/or cancellation.
9. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
10. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
11. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
12. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

16. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 17.1. If Notice is sent to the Fiduciary, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Emergency Response and Preparedness, Administrator, 1200 N. Telegraph Dept 410, Building 47 West, Pontiac, Michigan 48341.
- 17.2. If Notice is sent to the Political Subdivision, it shall be addressed to: The City of Monroe 120 East First Street Monroe, MI 48161
- 17.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
18. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by both Parties.
20. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Bill Bullard, Jr., Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
 Chairperson
 Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
 Clerk/Register of Deeds

County of Oakland

IN WITNESS WHEREOF, _____ hereby acknowledges to execute this Agreement on behalf of the City of Monroe, and hereby accepts and binds the City of Monroe to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

WITNESSED: _____

DATE: _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Agreement with Oakland County for disbursement of Homeland Security grant funds for 2008.

DISCUSSION: Oakland County acts as the Fiduciary to the Southeast Michigan Urban Area Security Initiative (UASI). Under the UASI agreement, funding is appropriated to each of the 6 Counties (Monroe, Washtenaw, Wayne, Macomb, Oakland, and St. Clair) and the City of Detroit. To receive reimbursement for expenses incurred under this grant, proper documentation has to be presented to the State of Michigan for approval. After approval, Oakland County, acting as the Fiduciary issues reimbursement checks back to the City of Monroe for their allowable expenses relating to the grant.

The agreement was sent to the city attorney for review and there were no objections.

I recommend approving this agreement with Oakland County to facilitate faster processing of the Homeland Security grant funds as they are used.

CITY MANAGER RECOMMENDATION:

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

**2008 HOMELAND SECURITY GRANT PROGRAM
INTERLOCAL FUNDING AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CITY OF MONROE**

This Interlocal Funding Agreement ("the Agreement") is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("Fiduciary"), and the **City of Monroe**, a Michigan Municipal Corporation ("Political Subdivision"). In this Agreement the Fiduciary and the Political Subdivision may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, the Fiduciary and the Political Subdivision enter into this Agreement for the purpose of delineating the relationship and responsibilities between the Fiduciary, the Political Subdivision, and the Region 2 Planning Board regarding the 2008 Homeland Security Grant Program ("Grant Program") and use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or overtime with Grant Program funds.

Oakland County, Michigan was elected and appointed Fiduciary for the 2008 Homeland Security Grant Program by Region 2 Planning Board via a resolution dated October 17, 2007.

Oakland County accepted the position of Fiduciary and as a result entered into the 2008 Homeland Security Grant Program Agreement with the State of Michigan and became the Subgrantee for the Grant Program.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

- 1.3. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.4. **Fiduciary** means Oakland County, a Constitutional Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons successors.
 - 1.5. **Political Subdivision** means the City of Monroe, a Michigan Municipal Corporation including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons successors.
 - 1.6. **Region** means the area comprised of the City of Detroit and Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties. This Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.
 - 1.7. **Region 2 Homeland Security Planning Board (“Region 2 Planning Board”)** means the Regional Homeland Security Planning Board for Region 2, as created by the Michigan Homeland Protection Board, and is comprised of the City of Detroit and Macomb, Monroe, Oakland, St Clair, Washtenaw, and Wayne Counties. The Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.
 - 1.8. **2008 Homeland Security Grant Program (“Grant Program”)** means the grant program described and explained in Exhibit B which began September 1, 2008 and ends May 31, 2011. The purpose of the Grant Program is to prevent, deter, respond to, and recover from incidents of national significance including, but not limited to, threats and incidents of terrorism.
2. **AGREEMENT EXHIBITS.** The Exhibits listed below and their properly promulgated amendments are incorporated and are part of this Agreement.
 - 2.1. **Exhibit A** – Region 2 Homeland Security Planning Board Resolution; re: 2008 Homeland Security Grant Program Fiduciary;
 - 2.2. **Exhibit B** – 2008 Homeland Security Grant Program Agreement between Fiduciary and the State;
 - 2.3. **Exhibit C** – Transfer of Ownership Agreement/Equipment Receipt and Acceptance; and
 - 2.4. **Exhibit D** – Request for Reimbursement Forms.
3. **FIDUCIARY RESPONSIBILITIES.**
 - 3.1. The Fiduciary shall comply with all requirements set forth in the Grant Program Agreement between the Fiduciary and the State of Michigan.

- 3.2. The Fiduciary shall comply with all requirements set forth in the 2008 Homeland Security Grant Program Guidance.
- 3.3. The Fiduciary shall purchase equipment with the Grant Program funds in accordance with the Fiduciary's purchasing policies and procedures. The Region 2 Planning Board shall determine what type of equipment will be purchased and who shall receive such equipment.
- 3.4. The Fiduciary shall create, maintain, and update a list/inventory of all equipment purchased with Grant Program funds beginning at the time the Grant Program Agreement is executed and ending three (3) years after the Grant Program is closed. The list/inventory shall include the following: (1) the equipment purchased; (2) the cost for each piece of equipment; (3) what Political Subdivision the equipment is transferred to; and (4) the physical location of the equipment.
- 3.5. The Fiduciary shall transfer ownership and legal title to the equipment purchased with Grant Program funds to Political Subdivisions, designated by the Region 2 Planning Board, via the Transfer of Ownership Agreement attached as Exhibit C. The Homeland Security Division Manager shall execute the Transfer of Ownership Agreement on behalf of the Fiduciary and the City of Monroe shall execute the Transfer of Ownership Agreement on behalf of the Political Subdivision.
- 3.6. The Fiduciary shall notify each Political Subdivision at the end of the Fiduciary's fiscal year of the dollar amount of equipment that has been transferred to the Political Subdivision.
- 3.7. The Fiduciary shall reimburse or purchase services for the Political Subdivision with Grant Program funds, as directed by the Region 2 Planning Board. Such funds shall only be transferred or services purchased after the applicable Request for Reimbursement Forms, attached as Exhibit D, are properly executed by the Parties. The Fiduciary's Homeland Security Division Manager shall execute the Forms on behalf of the Fiduciary and the City of Monroe shall execute the Forms on behalf of the Political Subdivision.
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- 3.9. The Fiduciary shall file this Agreement pursuant to law and provide executed copies of this Agreement to the Region 2 Planning Board Secretary and the applicable Political Subdivision.

4. POLITICAL SUBDIVISION RESPONSIBILITIES.

- 4.1. Upon receipt of equipment purchased with Grant Program funds, the Political Subdivision shall execute the Transfer of Ownership Agreement, attached as Exhibit C, for each piece of equipment. The Political Subdivision will not obtain title to the equipment and will not be permitted to use the equipment until the Fiduciary receives an executed Transfer of

Ownership Agreement. The Political Subdivision agrees to be bound by all terms and conditions of the Transfer of Ownership Agreement, attached as Exhibit C

- 4.2. Upon execution of the Transfer Ownership Agreement, Exhibit C, the Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
 - 4.2.1. Operation of the equipment;
 - 4.2.2. Maintenance and repair of the equipment;
 - 4.2.3. Replace or repair equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
 - 4.2.4. Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
 - 4.2.5. Insurance for the equipment if required by law or if the Political Subdivision deems it appropriate in its discretion;
 - 4.2.6. Training for use of the equipment, if training is not included with the purchase of the equipment; and
 - 4.2.7. Liability for all Claims arising out of the Political Subdivision's use of the equipment.
- 4.3. The Political Subdivision shall comply with and shall use the equipment in accordance with the 2008 Homeland Security Grant Program Guidance.
- 4.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home-base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon execution of the Transfer Ownership Agreement and continue until three (3) years after the close of this Grant Program.
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- 4.8. The Political Subdivision shall make the equipment available to the Fiduciary and State and Federal Auditors upon request.

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 - 5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;
 - 5.2. Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;
 - 5.3. Hold public meetings, subject to the Michigan Open Meetings Act;
 - 5.4. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State homeland security program requirements;
 - 5.5. Establish sub-committees to carry out its work;
 - 5.6. Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and
 - 5.7. Determine what type of equipment will be purchased with the Grant Program funds, determine what equipment each Political Subdivision will receive, and convey this information to the Fiduciary immediately after such determinations are made.
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 - 6.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party and shall end three (3) years from the date the Grant Program is closed. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.
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 - 7.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
 - 7.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 7.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement, attached as Exhibit B and the 2008 Homeland Security Grant Program Guidance.
8. **TERMINATION OR CANCELLATION OF AGREEMENT.** Either Party may terminate and/or cancel this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the Parties' duties and obligations regarding equipment transferred to the Political Subdivision and the Parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and/or cancellation.
9. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
10. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
11. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
12. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

16. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 17.1. If Notice is sent to the Fiduciary, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Homeland Security Division, Manager, 1200 N. Telegraph Dept 410, Building 47 West, Pontiac, Michigan 48341.
- 17.2. If Notice is sent to the Political Subdivision, it shall be addressed to: The City of Monroe 120 East First Street Monroe, MI 48161
- 17.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
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20. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Bill Bullard, Jr., Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
 Chairperson
 Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
 Clerk/Register of Deeds

County of Oakland

IN WITNESS WHEREOF, _____ hereby acknowledges to execute this Agreement on behalf of the City of Monroe, and hereby accepts and binds the City of Monroe to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

WITNESSED: _____

DATE: _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE REPLACEMENT OF A MINI EXCAVATOR, TRAILER & BUSTER – WATER DEPARTMENT

DISCUSSION: Three (3) bids were received on August 9, 2010 to replace an existing Water Department Mini Excavator, Trailer, and Buster. The low bidder meeting all bid specifications and who will provide a product most advantageous to the City is from AIS Construction Equipment & Supplies out of Lenox, MI for \$64,790.00. Attached is bid tabulation for reference. Note that the Mini Excavator bid by Buck & Knobby Equipment Company does not meet the project specifications.

The replacement of the Water Department Mini Excavator, Trailer & Buster are included in the approved Water Department FY 2010-2011 Capital Improvement Program where the overall bid is within the budgeted amount. The Mini Excavator, Trailer, & Buster will be used in the Water Department Distribution Division for use in maintaining the water distribution system, installing new water services, and for other tasks such as site restorations. We are recommending replacement of the existing trailer via purchase of a new trailer instead of a used trailer due to the extended service life a new trailer will provide as an asset and the desire for low maintenance on said equipment.

IT IS RECOMMENDED that a purchase order be issued to AIS Construction Equipment & Supplies out of Lenox, MI in the amount of \$64,790.00 to replace an existing Water Department Mini Excavator, Trailer, and Buster in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Replace equipment to maintain efficient water distribution division services.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Water Department, Water Staff & Customers

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 70,000.00
	Cost of This Project Approval	\$ 64,790.00
	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>
	Operating Equipment	591-40.538-977.000 11W02	\$ 64,790.00
	<u>Other Funds</u>		

Budget Approval: _____

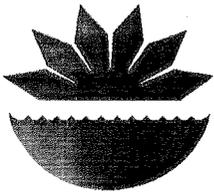
FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** August 9, 2010

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: August 16, 2010

BIDS RECEIVED LIST FOR MINI EXCAVATOR, TRAILER & BUSTER. BID REQUESTS MAILED 7/23/10. BIDS DUE MONDAY, AUGUST 9, 2010.

	<u>BID AMOUNT</u>
MICHIGAN CAT 19500 DIX TOLEDO RD BROWNSTOWN TWP MI 48183-1040	I. \$57,994.00 \$10,000.00 TRADE-IN II. \$13,543.00 III. <u>\$13,850.00</u> \$75,387.00 TOTAL (CASHIER'S CHECK)
MICHIGAN CAT 24800 NOVI RD NOVI MI 48375-2414	NO BID
AIS CONSTRUCTION EQUIPMENT 3600 N GRAND RIVER AVE LANSING MI 48906	NO BID
AIS CONSTRUCTION EQUIPMENT 65809 GRATIOT AVE LENOX MI 48050	I. \$62,400.00 \$15,000.00 TRADE-IN II. \$ 6,890.00 III. \$10,500.00 OR \$ 6,100.00 \$64,790.00 ← OR \$60,390.00 TOTAL (CASHIER'S CHECK)
BUCK & KNOBBY EQUIPMENT CO. 6220 STERNS RD OTTAWA LAKE MI 49267	I. \$61,300.00 ← DOES NOT MEET SPEC \$20,000.00 TRADE-IN II. \$ 7,650.00 III. <u>\$ 10,700.00</u> \$ 59,650.00 TOTAL (CHECK)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CITY POLICIES AND PROCEDURES

DISCUSSION: The purpose of the following policy is to establish procedures to effectively communicate the City's expectations for allowing City employed Pension Board trustees the opportunity to attend educational conferences, seminars and workshops, and to balance that activity with department budget and staffing limitations and other professional training requirements or opportunities.

After review and input from the Appointed Staff and the Pension Board, I am recommending that the Mayor and City Council approve the attached policy and direct City administration to proceed with implementation.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: August 16, 2010

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

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

SOURCE OF FUNDS:

City

Account Number

Amount

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

Other Funds

\$ N/A

\$ N/A

\$ N/A

\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard, Human Resources Director *P.A.H.*

DATE: 8/9/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 8/16/10



Section Name: Employee Relations Effective Date: August 16, 2010
Section Number: 400 Date of Revision:
Policy Number: 020
Page: 1 of 2

Subject: City of Monroe Municipal Employees' Retirement System
Educational Conferences, Seminars and Workshops

1. Purpose: The purpose of this policy is to establish a uniform system for allowing City employed Pension Board trustees the opportunity to attend educational conferences, seminars and workshops, and to balance that activity with departmental budget and staffing limitations and other professional training requirements or opportunities.
2. Statement of Policy: The City recognizes that for development purposes, employees who volunteer to serve as a trustee on the board of the City of Monroe's Municipal Employees' Retirement System should receive a reasonable amount of training related to their responsibilities and duties as a trustee. While the City encourages the Pension Board to schedule training programs in conjunction with their regularly scheduled meetings when feasible, it is recognized that some relevant training opportunities may be held at locations outside of the City, during the employee-trustee's regularly scheduled work hours.
3. Definitions: None.
4. Application: This policy shall apply to all employees of the City of Monroe.
5. Responsibility: The Human Resources Director and all Appointed Officials shall be responsible for implementing and overseeing the administration of this policy.
6. Administrative Procedure: The City has adopted this procedure to outline the approval process.
 - (a) All regular full-time employees are eligible for professional development training while volunteering to serve as a trustee on the board of the City of Monroe Municipal Employees' Retirement System.
 - (b) Employees must request permission from their immediate supervisor to attend educational conferences, seminars and workshops during their regular work hours. For work scheduling purposes, the employee's request for attendance

must be received at least thirty (30) days in advance of the event, and is subject to the approval or denial of the department head. In determining whether to approve or deny the request, the department head shall consider factors such as whether scheduling the employee's absence for training would be the cause for overtime, the amount of paid work absences the employee has incurred and/or will incur to attend other professional training programs and whether the employee's proposed absence will cause significant public-service impacts.

- (c) Employees will be permitted to attend pension-related conferences, seminars or workshops that involve up to two (2) work days of paid, regularly scheduled work time annually, provided overtime does not have to be incurred and the time off does not conflict with other high priority City business.

7. Legislative History of Authority for Creation or Revision:

Adopted pursuant to action of the Monroe City Council, dated August 16, 2010.

Revised pursuant to action of the Monroe City Council,
dated _____.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE RAW WATER PUMP STATION ROOFING RENEWAL PROJECT – WATER DEPARTMENT

DISCUSSION: The Water Department received two (2) bids on August 9, 2010 for the Raw Water Pump Station Roofing Renewal Project. The bidder meeting all bid specifications is M.W. Morss Roofing, Inc out of Romulus, MI for \$21,121.00. Attached is bid tabulation for reference. The existing roofs scheduled to be renewed are over the 1948 Pump House, 1979 Generator Building, & the 1994 Pump Station / Garage. The roofs are original, have had several repairs, and have reached their expected service life. A fifteen (15) year limited labor and material warranty comes with the newer technology membrane roof system which will be installed over the existing roof. The low bidder has installed similar roofing systems over three other water plant buildings with excellent results such that we are confident they will perform satisfactorily. Adequate funding has been budgeted for this approved Raw Water Partnership FY 2010-2011 Capital Improvement Program project.

IT IS RECOMMENDED that a purchase order in the amount of \$21,121.00 for the Raw Water Pump Station Roofing Renewal Project be issued to M.W. Morss Roofing, Inc out of Romulus, MI in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: November 7, 2010

REASON FOR DEADLINE: Bid is good for a minimum ninety (90) days.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Water Department, Water Staff & Customers

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 65,000.00
Cost of This Project Approval	\$ 21,121.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Bldgs & Bldg Improvements	59940521 975000 11W07	\$ 4,224.00
Bldgs & Bldg Improvements	59940521 975000 11W08	\$ 4,506.00
Bldgs & Bldg Improvements	59940521 975000 11W09	\$ 12,391.00
Total		\$ 21,121.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** August 9, 2010

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: August 16, 2010

BIDS RECEIVED LIST FOR RAW WATER PUMP STATION ROOFING RENEWAL. BID REQUESTS MAILED 7/20/10. BIDS DUE MONDAY, AUGUST 9, 2010.

	<u>BID AMOUNT</u>
MW MORSE ROOFING 15423 OAKWOOD DR ROMULUS MI 48174	\$ 21,121.00 (BID BOND) ←
BARNETT ROOFING 41700 MICHIGAN AVE CANTON MI 48188	NO BID
MACDERMOTT ROOFING 11770 BELDEN COURT LIVONIA MI 48150-1428	NO BID
JD CANDLER ROOFING 8060 WHEELER ST DETROIT MI 48210-1599	NO BID
ESKO ROOFING & SHEET METAL 14000 SIMONE SHELBY TWP MI 48315	\$ 28,900.00 (BID BOND)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE REPLACEMENT OF SANITARY SEWER INSPECTION EQUIPMENT – WASTEWATER DEPARTMENT

DISCUSSION: One bid was received on August 9, 2010 to replace existing Wastewater Department Sanitary Sewer Inspection Equipment. The low bidder meeting all bid specifications is from Great Lakes Service & Supplies, Inc out of Petersburg, MI for \$48,900.00. Attached is bid tabulation for reference.

The replacement of the Wastewater Department Sanitary Sewer Inspection Equipment is included in the approved Wastewater Department FY 2010-2011 Capital Improvement Program where the overall bid is within the budgeted amount. The low bidder has performed similar City sanitary sewer inspection equipment retrofits, replacements, and repairs with excellent results such that we are confident they will perform satisfactorily.

The Sanitary Sewer Inspection Equipment will be used in the Wastewater Department Collection System Division for use in checking the condition of the sewer system via use of camera equipment. The camera is placed on a transporter and put into the sewer and then moved through the sewer pipe to evaluate / inspect the condition of the pipe. A pole camera will be utilized for efficiently inspecting manholes.

IT IS RECOMMENDED that a purchase order be issued to Great Lakes Service & Supplies, Inc out of Petersburg, MI in the amount of \$48,900.00 to replace the existing Wastewater Department Sanitary Sewer Inspection Equipment in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

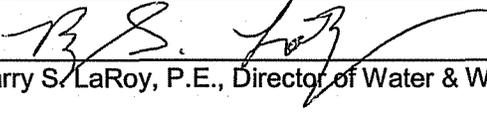
APPROVAL DEADLINE: November 7, 2010

REASON FOR DEADLINE: Bid is good for ninety (90) days.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Wastewater Department, Wastewater Staff & Customers

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 75,000.00
Cost of This Project Approval	\$ 48,900.00
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>
Operating Equipment	590-75.529-977.000 11Z05	\$ 48,900.00
<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** August 9, 2010

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: August 16, 2010

BIDS RECEIVED LIST FOR WASTEWATER SANITARY SEWER INSPECTION
EQUIPMENT REPLACEMENT. BID REQUESTS MAILED 7/20/10. BIDS DUE
MONDAY, AUGUST 9, 2010.

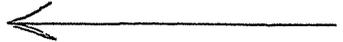
BID AMOUNT

**JACK DOHENY SUPPLIES INC
777 DOHENY COURT
PO BOX 609
NORTHVILLE MI 48167
ATTN: DAVE SNYDER**

NO BID

**GREAT LAKES SERVICE & SUPPLIES INC
5520 SCHOOL RD
PETERSBURG MI 49270**

**\$ 48,900.00
(BID BOND)**





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: MASON RUN 2 INFRASTRUCTURE BOND RELEASE APPROVAL

DISCUSSION: The Mason Run Development was begun in the late 1990s as part of a Brownfield Redevelopment project, and in general, this project has been successful in establishing a traditional neighborhood keeping with the historic character of the City of Monroe. The overall development area is roughly bounded by Elm Avenue on the south, East Lorain Street extended on the north, the Norfolk Southern railroad on the east, and the homes on the east side of Michigan Avenue on the west. The developer, Creative Land Design Inc. (CLD), is the development arm of Crosswinds Communities, a firm that has done substantial "traditional neighborhood" design throughout the state. Like most other residential projects within Michigan, work has stopped on outstanding infrastructure and home-building due to the extremely poor economy, and the portions of the site lying north of Noble Avenue were left in a state of limbo by the developer. In order to facilitate completion of the final paving of the roadways to enable proper maintenance and acceptance as public streets, the City Council approved Paving Special Assessment District Number 331 on October 19, 2009 and the work was completed last Fall. The total cost to complete all work was \$55,875.52, and the assessment was spread among the private property owners (including many lots still owned by the developer) and the City of Monroe for parks and a share of corner lots. In addition to the street paving work, there were two other fairly substantial infrastructure items planned that have not been completed but are not essential to the public health and welfare, though desirable for the eventual development of the area. One is the extension of East Lorain Street across the Mason Run Drain, and the other is the raising of East Noble Avenue by roughly a foot to match the DTE Energy vault lids, which cannot be modified due to OSHA requirements including one that presently affects Baptiste Avenue to the south. Ultimately, the Noble Avenue project could be funded through the City's Federal Aid program, and likely will be done when the roadway is next scheduled for resurfacing in approximately 5 years.

The Engineering Department, in conjunction with the City Attorney's Office, has been pursuing compensation from the project performance bond, which unfortunately was fairly narrowly described to include only the Noble Avenue work. After review of the files and a site visit by the bonding company, Lexon Insurance Company, they have offered to compensate the City and its property owners the full amount of the paving costs (\$55,875.52) in exchange for a full release of the obligations of the bond. It is the opinion of the City Attorney and City Engineer that we are highly unlikely to be able to claim any additional compensation from the bonding company as they feel they are only obligated to compensate for work actually completed, and that our first responsibility is to make the property owners whole for their participation in the Special Assessment District. As a result, the attached release is being presented for your review, and if approved, once the proceeds are received by the City, all property owners will be reimbursed for any costs paid, and the remainder of the Special Assessment will be cancelled.

IT IS RECOMMENDED that the attached General Release be approved and that the City Manager or his designee be authorized to execute it 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: Some property owners have already paid portions of the Special Assessment and should be reimbursed as soon as possible.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering and Public Services Department, adjacent property owners and residents

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$N/A*
	Cost of This Project Approval	\$(55,875.52)*
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

*Net cost to the City for the overall project is zero, but approval of this release will offset costs already incurred.

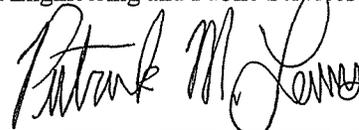
SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: August 11, 2010

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: August 16, 2010

General Release

To all to whom these Presents shall come or may Concern,

Know That

CITY OF MONROE, MICHIGAN

as RELEASOR,

A municipal corporation organized under the laws of the State of Michigan, in consideration of the sum of FIFTY FIVE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS and 52/100 (\$55,875.52), and other good and valuable consideration,

received from

LEXON INSURANCE COMPANY,

as RELEASEES,

receipt whereof is hereby acknowledged, releases and discharges

LEXON INSURANCE COMPANY

the RELEASEE, and the RELEASEES' employees, officers, agents, successors, assigns and transferees from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEES, the RELEASOR and the RELEASOR'S successors, assigns and transferees, ever had, now have, or hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing arising out of or relating to Bond No. 1012036 executed by RELEASEE on behalf of Creative Land Design, as Principal, and RELEASOR as obligee, and the subdivision commonly known as Mason Run Phase 3B.

Whenever the text hereof requires, the use of the singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR has caused this RELEASE to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the _____ day of _____, 2010.

In presence of

CITY OF MONROE, MICHIGAN

By: _____

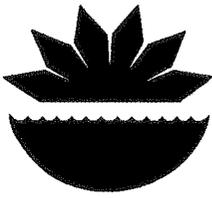
Name: _____

Title: _____

STATE OF MICHIGAN)
COUNTY OF _____) ss:

On the _____ day of _____ in the year 2010 before me, the undersigned, personally appeared _____, the _____ (Title) of the City of Monroe, State of Michigan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the company or person upon behalf of which the individual acted, executed the instrument.

Notary Public



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE COUNTY CONVENTION & TOURISM BUREAU FOR PERMISSION TO HOLD THE 4TH ANNUAL RIVER RAISIN LABOR DAY FESTIVAL ON SEPTEMBER 4, 2010

DISCUSSION: The City received a request from the Monroe County Convention & Tourism Bureau for permission to hold the 4th annual River Raisin Labor Day BBQ Festival on September 4, 2010, and to close the affected streets. Specifically the request is to close E. Front between S. Monroe & S. Macomb Street, W. Front Street between Cass & Monroe Street, and Washington Street between Front and First Street on September 4th from 12 noon – 11:00 p.m.,

The event is a family type affair with local restaurants serving BBQ items. The event’s entertainment includes music and horse drawn carriage rides.

The request was reviewed by the administrative staff and there were no objections to the request subject to emergency vehicle access being maintained, inspection of tents prior to event opening by the Fire Department (contact FD for inspection), and that insurance requirements are met. Also, if there is any special electrical equipment it will have to be approved by the electrical inspector.

The additional street closure of Washington Street between First and Front Streets will make the area much safer for pedestrians attending this event.

The Department of Public Services reports that while theoretically the department could place barricades during straight time on Friday and pick up on straight time on Tuesday; past experience indicates that same day support is desirable due to the amount of disruption to adjacent area. DPS estimate to staff the event is expected to be in the \$400-\$500 range. Police Department estimate to staff event with an officer is \$434.61.

Therefore, it is recommended, that City Council approve the request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waivers in accordance with City Council adopted policy, insurance requirements being met, Fire Department guidelines to be followed:: 1. MFD SOG 5017, 2. International Fire Code 2403 & 2404, Tents and Canopies, 3. International Fire Code D103.1 Fire Apparatus Access Road, minimum of 20’, and 4. Allow for Fire Dept. inspection prior to event, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

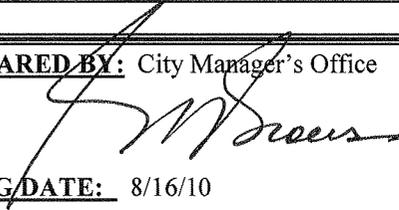
Cost of Total Project	\$
Cost of This Project Approval	\$
Related Annual Operating Cost	\$
Increased Revenue Expected/Year	\$

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 8/11/10

REVIEWED BY: 

DATE:

COUNCIL MEETING/DATE: 8/16/10

SPECIAL EVENT APPLICATION

Processing Fee \$150

Name of Applicant (Organization): Monroe County Council, 5 Town Square

Contact Person: John Patten

Address: 103 W. Front St.

Phone: 734.457.1030 Fax: 734 457.1097

Dates Requested: September 4, 2010

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): W. Front St. & E. Front St.

PROPERTY OWNER INFORMATION

Name: _____

Address: _____

Phone: _____ Fax: _____

EVENT DESCRIPTION:

24th Annual River Raisin Labor Day BBQ Festival
CLOSE W. Front Between CASI & Monroe E. Front Monroe to McComb

TYPE OF BUSINESS ON SITE: Food Vendors - Entertainment

SPECIAL EVENT ACTIVITIES: (check all activities that will be provided at the event)

- Hawker/Peddler/Handbills
- Charitable Solicitation
- Sidewalk/Street Occupancy
- Horse Drawn Carriage
- Fireworks Display
- Parade
- Demonstrations/Picketing/Exhibitions
- Temporary Structures / TENTS
- Circus, Carnival, Open Air Exhibit

EACH EVENT ACTIVITY WILL REQUIRE A PERMIT AND AN ADDITIONAL FEE.

SIGNATURES (I/we hereby apply for a temporary use/special event permit in accordance with Section 3.35 of the City of Monroe Zoning Ordinance. The information, plans and materials submitted herewith in support of this application are, to the best of my/our knowledge, true and correct):

OWNER: John Patten

DATE: 7.15.10

APPLICANT: _____

DATE: _____



THE CORNERSTONE OF MICHIGAN

The Honorable Mark Worrell, Mayor
George Brown, City Manager
City Council Members
Department Heads & Staff
City of Monroe
Sent Via Fax: 734.243.8683

October 23, 2009

Dear Mayor, City Council & Mr. Brown,

The Monroe County Convention & Tourism Bureau would like to request the following dates, with permission to hold the following events in the City of Monroe, Downtown Monroe and St. Mary's Park, for the Calendar Year 2010:

February 26 – 28, 2010 – The 4th Annual River Raisin Ice Harvest Festival

July 4, 2010 – The 13th Annual River Raisin Independence Festival & 5th Annual Freedom Walk

August 14 – 15, 2010 – The 9th Annual River Raisin Jazz Festival *Banner Application 11.05.09*

September 4, 2010 – The 4th Annual River Raisin Labor Day Bar-B-Q Festival & Labor Walk *Banner Application 11.05.09*

October 4 – 10, 2010 – The 12th Annual Custer Week Celebration & Custer Run *Banner Application 11.05.09*

October 23, 2010 – The 7th Annual River Raisin Halloween Festival

Thank you for your consideration and support of the Monroe County Convention & Tourism Bureau and our line-up of quality community events in our city! In the interest of our community I remain

Sincerely yours,

John Patterson
President/CEO

A handwritten signature in black ink, appearing to read "John Patterson". The signature is fluid and cursive, written over a horizontal line.

THE MONROE COUNTY CONVENTION & TOURISM BUREAU PRESENTS THE 4TH ANNUAL

RIVER RAISIN LABOR DAY BAR-B-QUE FESTIVAL

LIVE MUSIC. GOOD EATS.

DOWNTOWN MONROE

SATURDAY, SEPT 4, 2010

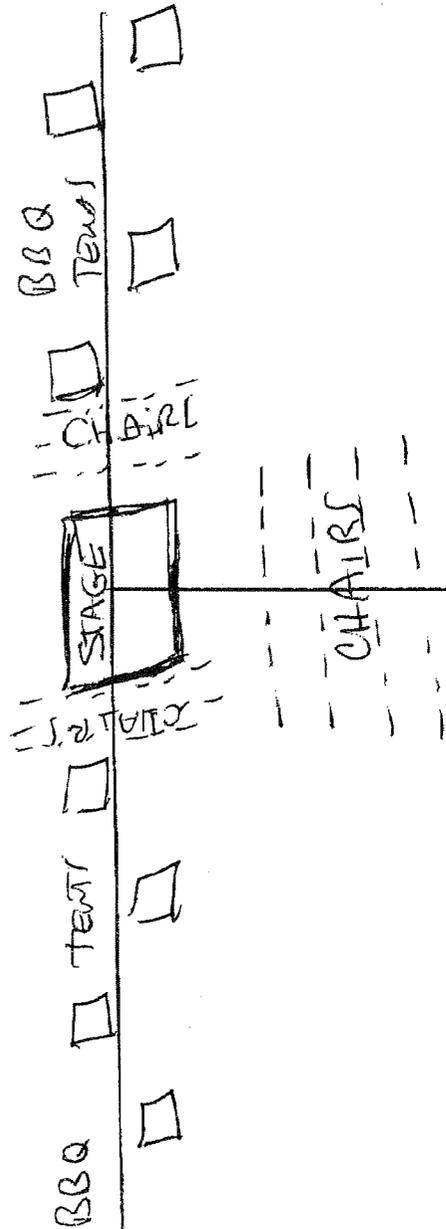
NOON-11 PM



FREE FUN FOR THE FAMILY!
TO A LABOR WALK
SHOPPING, ART & CULTURE
ALL DAY CONCERTS
OUTDOOR VENDORS
FRONT STREET FOOD COURT

PERFORMING
POLKA FLOYD
LOOKING UP
THE JAMM
FEATURING JESSIE
HOZZIER
JUSTINE BROWN

CLOSED



* ALLEYS WILL BE OPEN FOR EMERGENCY ROUTER

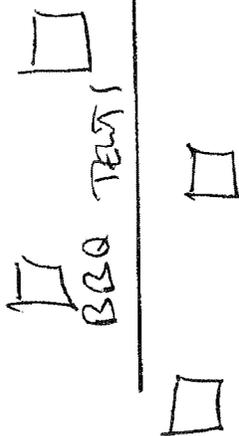
* CLOSE EAST & WEST FRONT STREET MACOMB TO THE POINT AT FRONT & FIRST.

* WASHINGTON ST. BETWEEN FRONT & FIRST.

WASHINGTON ST.

TENTS PLACED WITH APPROPRIATE BYPASS DISTANCES & FIRE EXTINGUISHERS!

CLOSED



Monroe St.

STAGE PLACED AT WASHINGTON & FRONT INTERSECTION WITH APPROPRIATE BYPASS DISTANCES

Administrative Billing Confirmation

Monroe County Order Receipt

Order Number: 1091214-33094
 Order Date: Monday, December 14, 2009



Shipping: Standard

Bill To: John Patterson
 Monroe County Convention & Tourism Bureau-Labor Day Bar-B-Q
 Festival & Labor Wal
 103 West Front Street
 Monroe, MI 48161

Description	Quantity	Price
Park Pavilion Reservation (Loranger Square, Pavilion A - 9/4/2010)	1@	\$0.00 \$0.00

Subtotal \$0.00
 Shipping & Handling \$0.00
 Convenience Fee \$0.00
 Total \$0.00

- The use of the park must comply at all times with the Monroe County Park Rules. The County of Monroe reserves the right to grant or cancel reservations at anytime.
- The applicant who reserves a shelter must be 18 years of age and shall accept full responsibility for the orderly conduct of the persons who attend the function and for any damage to the park property. Further, the applicant assumes responsibility for damages/injury to persons who are part of the group and hold the County of Monroe harmless in the event any damage/injury claim is made.
- Each applicant is responsible for cleaning the shelter after use. This includes depositing all paper, bottles, cans, debris, etc. into the trash receptacles provided. If the receptacles become full the balance of the debris must be bagged in trash bags, securely closed and placed alongside the trash receptacles. Failure to leave the shelter area in a clean condition will subject applicant to denial of future park reservations.
- We request that no glass containers of any type be used in the park for safety reasons. Plastic and aluminum cans are preferred.
- The park opens at 8:00 a.m. and closes at dusk but no later than 10:00 p.m. Please adhere to these operating times.
- If a conflict develops at the park during your use, please contact the Monroe County Sheriff Department at (734)-243-7070.

Memorandum

To: Thomas C. Moore III, Chief of Police
From: Lt. Gregory N. Morgel
CC: Patricia Weaver, Executive Secretary to the Mayor/Manager City of Monroe
Date: August 4, 2010
Re: Staff Study –River Raisin Labor Day BBQ

EVENT DETAILS:

The “Monroe County Convention & Tourism Bureau” is once again requesting to have a Downtown BBQ on Saturday September 4, 2010 from 12:00 pm -11:00 pm. The event is a family type affair with local restaurants serving BBQ specialties. Entertainment will include some bands as well as horse drawn carriage rides. The various bands will play on a stage that will be set up on E. Front Street at Washington Street.

STREET CLOSURES:

The organizers have requested the closure of E. Front between (S. Monroe & S. Macomb streets) as well as W. Front Street between Cass & Monroe Streets. It appears that this year a request was made to close Washington Street, which will make the area safer for pedestrians.

EVENT HISTORY:

This is the fourth annual event. The past events have gone well and were sparsely attended the first few years but attendance increased significantly the last couple of years. The original events were concentrated near Loranger Square, however for the past two years; the stage was moved a block north to Washington & Front Streets which allows for bigger crowds and better acoustics echoing off the buildings.

RECOMMENDATIONS:

This event's turnout is largely dependent on the weather. The potential for a large crowd, with the mentioned street closures, in my opinion necessitates a dedicated officer be assigned to the event. The officer can assure that the street closures are not compromised; address any police related issues that may arise at the event, as well as provide a PR benefit. The cost to staff this event with an officer for the duration would be approximately \$434.61.

Please contact me for any additional questions and/or clarifications regarding this event.

EVENT COORDINATOR: John Patterson 457-1030



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2010 DOWNTOWN SIDEWALK REPLACEMENT PROGRAM – FINAL BALANCING CHANGE ORDER

DISCUSSION: On June 21, 2010, the City Council awarded a contract to Dominic Gaglio Construction of Southgate for the 2010 Downtown Sidewalk Replacement Program in the amount of \$62,310.25, and funded a total of \$72,000 including contingencies. This work consisted of replacement of the existing brick corners with new stamped concrete at the southeast corner of Front and Washington Streets, the southwest corner of Monroe and Front Streets, the southwest corner of Cass and Front Streets, and the southeast corner of Cass and Front Streets. Work has now been essentially completed, and was completed on time and is, in the opinion of the Engineering Department, of very high quality.

This contract was designed and let for construction in May. At the time of bidding, the contract called for removal of the existing tree grates, and re-installation of the frames only, with the intention that the tree grate pits would be filled with mulch only, as some of them in the downtown area have been for the past year and a half. At the May meeting of the Downtown Development Authority (DDA) board, it was determined that their preference was to keep the tree grates in future projects. As a result, we solicited a quote from the contractor following bid opening, and determined that the budgeted funding would allow the purchase of new grates and frames. While some of the existing grate areas had frames, three decades of frost heave had made it unlikely that the grates could be re-installed in the outside frames, and the previous diameter was also unavailable. The total cost to furnish and install six (6) grates and frames came to \$12,344.94, and the Engineering Department did verbally authorize their installation in order to keep the project on its tight time frame, which allowed for the essential completion of the project before the Monroe County Fair Parade. One additional item that we would also like to consider that was not in the original contract is a sealer for the stamped concrete area, which should help to darken the color and provide additional protection against weather conditions. The additional cost to apply over all areas is \$2,500, and this has not yet been undertaken. When these items, additional structure adjustments and new casting purchases, and the balancing of the initial pay items are considered, the total project cost will be \$75,642.93, which is \$3,642.93 over the previously encumbered amount. Per the City's Purchasing Ordinance, the City Council must approve a change order in this amount before final payment can be made. Since \$80,000 in total was funded in this project account, there is still adequate funding for these changes.

IT IS RECOMMENDED that the City Council award a change order in the amount of \$3,642.93 for the 2010 Downtown Sidewalk Replacement Program to Dominic Gaglio Construction. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services 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: Most work has been completed, and we would like to authorize the contractor to place the sealer relatively soon.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Engineering Department, Downtown Development Authority, downtown merchants and patrons, citizens at large

FINANCES

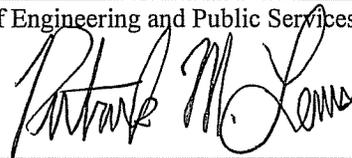
COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$75,642.93
	Cost of This Project Approval	\$3,642.93
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Downtown Brick Paver Repl.	401-95.449-818.020 09C07	\$3,642.93
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** August 11, 2010

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: August 16, 2010

CHANGE ORDER

Date: August 17, 2010	No: 1
Project: 2010 DOWNTOWN SIDEWALK REPLACEMENT PROGRAM	
Contractor: Dominic Gaglio Construction Co., 15347 Drysdale, Southgate, MI 48195	
Contract for: SAME	Contract Date: 07/06/10

TO: DOMINIC GAGLIO CONSTRUCTION CO., 15347 DRYSDALE, SOUTHGATE, MI 48195
 (Contractor)

You are directed to make the changes noted below in the subject Contract:

CITY OF MONROE
 Owner

By Eric R. Straub, Engineering Technician

Nature of Changes:

Balancing Change Order for all project work on line items 1 through 11 as in original bid, plus addition of items 12-15 as directed by the City of Monroe Engineering Department during construction. Work is presently complete except for installation of inner tree grate frame pieces, which are on back order.

Total Additional Cost this Change Order: \$13,332.68

These changes result in the following adjustment of Contract Price & Contract Time:

Contract price prior to this change order	\$62,310.25
Net (increase) (decrease) resulting from this change order	\$13,332.68
Current contract price including this change order	\$75,642.93
Contract time prior to this change order	Days or Date: 07/31/10
Net (increase)(decrease) resulting from this change order	Days: 31
Current contract time including this change order	Days or Date: 08/31/10

Above Changes Are Approved:

Above Changes are Accepted:

CITY OF MONROE

 Contractor

By: _____
 City Engineer

By: _____

Date _____, 20__

Date _____, 20__

BALANCING CHANGE ORDER

NO.	DESCRIPTION	ORIGINAL QUANTITY			CHANGE		FINAL QUANTITY	
		UNIT	QTY.	UN. PRICE	QTY.	AMOUNT	QTY.	AMOUNT
1	R & S Existing Tree Grate	EA	3.00	150.00	0.00	0.00	3.00	\$450.00
2	R & D Existing Brick Pavers	SFT	7845.00	0.80	0.00	0.00	7,845.00	\$6,276.00
3	R & D Concrete Sidewalk	SFT	470.00	1.50	17.50	26.25	487.50	\$731.25
4	R & D Curb & Gutter	LFT	24.00	20.00	75.00	1,500.00	99.00	\$1,980.00
5	F & I Curb & Gutter, Modified MDOT C4	LFT	24.00	20.00	75.00	1,500.00	99.00	\$1,980.00
6	F & I MDOT E2 Curb (Retaining Wall)	LFT	40.00	35.00	-22.50	(787.50)	17.50	\$612.50
7	Subgrade Manipulation	SFT	8315.00	0.40	0.00	0.00	8,315.00	\$3,326.00
8	F & I 6" Concrete Sidewalk, ADA Compliant	SFT	2507.00	4.55	147.50	671.13	2,654.50	\$12,077.98
9	F & I 6" Stamped Colored Conc. Sidewalk	SFT	5808.00	5.80	-1088.30	(6,312.14)	4,719.70	\$27,374.26
10	Reset Tree Grate Frame	EA	6.00	100.00	-6.00	(600.00)	0.00	\$0.00
11	Traffic Control	LS	1.00	3,500.00	0.00	0.00	1.00	\$3,500.00
12	F&I Tree Grate Frame	EA	0.00	2,057.49	6.00	12,344.94	6.00	\$12,344.94
13	F&I #5080 C.B Inlet Casting	LBS	0.00	1.30	300.00	390.00	300.00	\$390.00
14	Sealer for Stamped Brick Areas	LS	0.00	2,500.00	1.00	2,500.00	1.00	\$2,500.00
15	Adjust Structures as needed	EA	0.00	150.00	14.00	2,100.00	14.00	\$2,100.00
TOTAL						13,332.68		75,642.93



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: MONROE STREET / THIRD STREET INTERSECTION REPAIRS BID AWARD

DISCUSSION: As you may be aware, each year the City of Monroe receives funds through the Michigan Department of Transportation (MDOT) to provide various maintenance services on their behalf along M-125 and M-50 within the City limits. For the 2010 Fiscal Year (October 1, 2009 through September 30, 2010), the City will receive in total \$67,900 that can be used to perform winter maintenance, general roadway surface maintenance, sign maintenance, signal energy and maintenance, forestry services, street sweeping, and other minor tasks as needed. While in a way these funds are simply a "pass through", they do help us spread out our overhead costs among a broader pool of work, and allow MDOT to service their trunklines in a more efficient manner.

In many years, we will utilize the surface maintenance portion of these funds to crack seal and patch roadway surfaces, and replace curbs as needed. However, M-50 was micro-surfaced in 2009, and MDOT tentatively plans to resurface M-125 in 2013, which makes spending surface maintenance money on either of these roadway surfaces somewhat of a waste at this time, except for regular pothole filling and similar activities. As a result, the City still has between \$25,000 and \$30,000 left to spend for the last quarter (July-September). To prepare for resurfacing by minimizing the necessary ancillary work on the eventual M-125 resurfacing program, we have agreed to work on items such as reconstructing drainage structures, replacing some sections of pipe, and other minor work over the next 3 years. For 2010, we requested permission from MDOT to address a long-standing issue on the east approach of Third Street at M-125 (South Monroe Street), where roughly 50 feet of the approach needs to be re-graded to prevent standing water, some drainage structures need substantial work, and multiple depressions need to be addressed. We have prepared a contract to completely remove all pavement and curb, plaster all structures, and to install new 8" concrete pavement over a roughly 250 square yard area. The entire approach will be closed during construction, which should not last longer than 2-3 weeks, and traffic can be detoured on Washington / Second / Monroe Streets. Since the drainage structures in this section serve M-125 drainage as well as that on Third Street, MDOT agreed that the costs were eligible expenses.

The Engineering Department opened bids for this project on Monday, August 9, 2010. There were six (6) bidders for this project and a bid tabulation is attached for your review. Please note that line items 9 and 16 were originally included in the contract, but the City will be arranging these separately, hence the zero quantity listed. This was deemed necessary to attempt to lower bid costs to under \$25,000 to circumvent having to have the project approved through the MDOT Administrative Board, which could not have been done until September 14. The low bidder is G.V. Cement Contracting Co., Inc. of Brownstown Township, with a bid amount of \$22,567.02, which is 13.3% below the Engineer's Estimate. They were also awarded the 2010 Sidewalk Replacement Program by the City and are expected to commence work activities in the next week or two. Since this contract is under \$50,000, the City's Labor Harmony requirements do not apply, though they already have submitted satisfactory documentation to this effect for their concurrent contract for sidewalks. We are requesting that the City Council also award a contingency with this project, but since MDOT requires us to cap the work at \$25,000, only an 11% contingency will be allocated instead of the more customary 15%.

IT IS RECOMMENDED that the City Council award the above contract to the low bidder, G.V. Cement Contracting Co., in the amount of \$22,567.02, and that a total of \$25,000 be encumbered to include an 11% project contingency. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: August 16, 2010

REASON FOR DEADLINE: MDOT requires that all work be completed within the fiscal year that ends September 30.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, traveling public, MDOT

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$25,000.00*
	Cost of This Project Approval	\$25,000.00*
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes 11% contingency

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	M-125 Surf. Main.	202-61.464-818.020	\$25,000.00*

*Requires transfers from multiple line items within the MDOT trunkline budget.

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering & Public Services

DATE: 08/10/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: August 16, 2010



Monroe Street / Third Street Intersection Repairs

BID TABULATION

BIDS DUE: Monday, August 9, 2010

Page 1 of 1

No.	Item	# units	Units	0 - Engineer's Estimate		1 - G.V. Cement Contr. Co.		2 - Dominic Gaglio Constr.		3 - Andrews Constr. Co.	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	R & D Pavement & Approach	264.9	SYD	10.00	2,649.00	5.00	1,324.50	12.00	3,178.80	13.50	3,576.15
2	R & D Curb & Gutter	142.5	LFT	10.00	1,425.00	5.00	712.50	15.00	2,137.50	8.00	1,140.00
3	R & D Sidewalk	32.3	SYD	12.00	387.60	1.25	40.38	10.80	348.84	18.00	581.40
4	Subgrade Manipulation	244.7	SYD	5.00	1,223.50	10.00	2,447.00	3.60	880.92	2.00	489.40
5	Subgrade Undercutting	20.0	CYD	25.00	500.00	18.00	360.00	15.00	300.00	50.00	1,000.00
6	Adjust, Clean, and Plaster Structure	5.0	EA	500.00	2,500.00	200.00	1,000.00	250.00	1,250.00	225.00	1,125.00
7	F & I 12" Concrete Storm Sewer	25.0	EA	50.00	1,250.00	40.00	1,000.00	40.00	1,000.00	50.00	1,250.00
8	F & I 4-Foot Diameter Structure	1.0	EA	1,500.00	1,500.00	1,400.00	1,400.00	3,050.00	3,050.00	2,250.00	2,250.00
9	F & I Casting	0.0	LBS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	F & I Controlled Density Backfill	10.0	CYD	75.00	750.00	15.00	150.00	85.00	850.00	100.00	1,000.00
11	F & I 8" Concrete Pavement w/ Integral Curb	244.7	SYD	35.00	8,564.50	36.00	8,809.20	32.50	7,952.75	45.50	11,133.85
12	F & I 6" Concrete Pavement	20.2	SYD	30.00	606.00	3.20	64.64	25.00	505.00	35.00	707.00
13	F & I 6" Concrete ADA Compliant Sidewalk	290.6	SFT	7.50	2,179.50	9.00	2,615.40	9.00	2,615.40	8.00	2,324.80
14	F & I MDOT F-4 Curb & Gutter	24.7	LFT	20.00	494.00	22.00	543.40	18.00	444.60	30.00	741.00
15	F & I Bituminous Hand Patching	10.0	TON	150.00	1,500.00	110.00	1,100.00	300.00	3,000.00	200.00	2,000.00
16	Traffic Control	0.0	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	Site Restoration	1.0	LS	500.00	500.00	1,000.00	1,000.00	1,000.00	1,000.00	2,000.00	2,000.00
	Total				26,029.10		22,567.02		28,513.81		31,318.60

No.	Item	# units	Units	0 - Engineer's Estimate		4 - Century Cement Co. Inc.		5 - S.T. Constr. & Son		6 - S & M Vitale Cement Cont.	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	R & D Pavement & Approach	264.9	SYD	10.00	2,649.00	18.00	4,768.20	29.39	7,785.41	54.00	14,304.60
2	R & D Curb & Gutter	142.5	LFT	10.00	1,425.00	10.00	1,425.00	7.80	1,111.50	7.00	997.50
3	R & D Sidewalk	32.3	SYD	12.00	387.60	9.00	290.70	18.00	581.40	27.00	872.10
4	Subgrade Manipulation	244.7	SYD	5.00	1,223.50	6.00	1,468.20	13.00	3,181.10	6.13	1,500.01
5	Subgrade Undercutting	20.0	CYD	25.00	500.00	20.00	400.00	50.00	1,000.00	50.00	1,000.00
6	Adjust, Clean, and Plaster Structure	5.0	EA	500.00	2,500.00	600.00	3,000.00	800.00	4,000.00	500.00	2,500.00
7	F & I 12" Concrete Storm Sewer	25.0	EA	50.00	1,250.00	60.00	1,500.00	60.00	1,500.00	120.00	3,000.00
8	F & I 4-Foot Diameter Structure	1.0	EA	1,500.00	1,500.00	1,800.00	1,800.00	2,300.00	2,300.00	2,000.00	2,000.00
9	F & I Casting	0.0	LBS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	F & I Controlled Density Backfill	10.0	CYD	75.00	750.00	80.00	800.00	200.00	2,000.00	150.00	1,500.00
11	F & I 8" Concrete Pavement w/ Integral Curb	244.7	SYD	35.00	8,564.50	42.00	10,277.40	53.00	12,969.10	81.00	19,820.70
12	F & I 6" Concrete Pavement	20.2	SYD	30.00	606.00	38.00	767.60	44.00	888.80	63.00	1,272.60
13	F & I 6" Concrete ADA Compliant Sidewalk	290.6	SFT	7.50	2,179.50	10.00	2,906.00	6.60	1,917.96	7.00	2,034.20
14	F & I MDOT F-4 Curb & Gutter	24.7	LFT	20.00	494.00	28.00	691.60	20.00	494.00	26.00	642.20
15	F & I Bituminous Hand Patching	10.0	TON	150.00	1,500.00	200.00	2,000.00	200.00	2,000.00	192.00	1,920.00
16	Traffic Control	0.0	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	Site Restoration	1.0	LS	500.00	500.00	5,000.00	5,000.00	1,500.00	1,500.00	1,500.00	1,500.00
	Total				26,029.10		37,094.70		43,229.27		54,863.91



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WINCHESTER STREET BRIDGE REHABILITATION – CONSULTANT INSPECTION CONTRACT EXTENSION

DISCUSSION: As you are aware, the City is approximately halfway through the rehabilitation of the Winchester Street bridge over the River Raisin, which commenced in late April and is scheduled to be completed in November. The project consists primarily of jacking up the bridge through the use of temporary supports, removal of deteriorated portions of the beam ends, pier caps, and abutments, replacement of the bearing plates and all expansion joints, and re-casting of the beam ends, abutments, and pier caps. The contractor is E.C. Korneffel of Trenton, and the project is being funded through a voter-approved Charter Amendment allowing the City to levy up to 0.52 mils per year for up to 20 years for repairs and rehabilitation of the Winchester, Macomb, and Roessler Street bridges. The awarded contract amount was \$1,361,236.48 to E.C. Korneffel. In addition, the Mannik and Smith Group was employed by the City for professional services including project design (\$60,530 approved on 1/5/09), a mussel relocation study (\$7,226 approved on 6/1/09), and construction management and inspection services (\$70,700 approved on 7/6/09) for a total of \$138,456 to date.

Through the June monthly billing, \$47,844.52 has been billed against Mannik and Smith's construction management and inspection contract of \$70,700, including \$14,519.65 for May and \$17,674.24 for June. While the July billing has not yet been prepared, it is likely that given the intensity of work activities in July the contractual total of \$70,700 will be reached any time. As a result, the City Council will need to authorize an additional contract amount to continue these activities on our behalf, and the Engineering Department solicited another proposal with an estimated amount to finish the project. It should be noted that the proposal from the Mannik and Smith Group approved on July 6, 2009 estimated the project construction time at 12 weeks (based on the completion date in the original 2009 bid that was not awarded), and the \$70,700 amount was based on this time frame. When this project was re-bid in 2010, the available construction window was expanded to over seven (7) months to allow for better bids, though we continued to work off of the Mannik and Smith contract awarded in 2009. The Mannik and Smith Group has been making a concerted effort to minimize project expenses and has staffed the project only as needed, typically 30 hours per week or less. As a result, the original estimate of \$70,700 appears to be sufficient for 17 weeks, more than a month beyond their original estimate. In addition, they have assisted us very intensely with at least two significant contractor extra claims, one that alone could have cost over \$80,000 more than the settled amount, so it is likely that the "back end" of this construction contract will be much less intense than the beginning.

The proposal from the Mannik and Smith Group has been attached for your review. They have estimated that their further services through project completion will be \$49,700, for a total of \$120,400 for all construction management, surveying, inspection, and testing, representing 9% of the construction costs. We feel this amount is reasonable, as the Michigan Department of Transportation (MDOT) Construction Manual generally assumes 11% for inspection and testing plus 2-3% for surveying activities. It should be further noted that even with this extension, their total contracts for the project will equal \$188,156, which is still only 14% of the construction costs, well below MDOT standards of approximately 20%. They have performed very well in all aspects, have negotiated intensely on our behalf to lower extra costs, and have enabled the Engineering Department to focus on other projects by handling nearly all aspects of the construction management. The hourly rates from their original proposal (attached here as well for your information) will continue to be in effect through project completion.

IT IS RECOMMENDED that the City award a contract extension for construction inspection, testing, and project administration for the rehabilitation of the Winchester Street bridge to the Mannik and Smith Group in an amount of up to \$49,700, and that the Director of Engineering and Public Services be authorized to execute the agreement on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: It is likely that the original contract authorization will be reached by the end of August.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, traveling public at large

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$1,756,476*
	Cost of This Project Approval	\$49,700
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes \$58,850 already expended on design, \$7,226 for mollusk survey, and \$70,700 for original inspection services contract awarded to The Mannik and Smith Group on July 6, 2009, plus \$1,570,000 in contractual costs and contingencies, and finally including this contract award of \$49,700.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Winchester Street Bridge	401-95.449-818.020 11C01	\$49,700
	<u>Other Funds</u>		

Budget Approval: _____

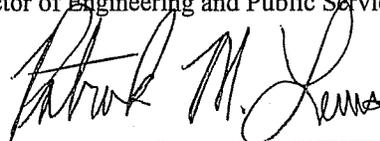
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: August 11, 2010

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: August 16, 2010



August 10, 2010

Mr. Patrick Lewis, PE
City of Monroe
120 East First Street
Monroe, Michigan 48161

Re: Winchester Street Bridge Rehabilitation
Amendment Request

Dear Mr. Lewis:

The Mannik & Smith Group, Inc. (MSG) is submitting this amendment request to the City of Monroe for continuing to provide Full Construction Engineering and Inspection services for the Winchester Street Bridge rehabilitation project. MSG has been providing construction engineering services for the past 17 weeks and we have reached our original budget. Our original budget was based on a 12 week construction schedule, however during the bidding process, following our original authorization, the construction schedule in the contract was revised to a 26 week schedule, which has subsequently been extended to 29 weeks. Our contract with the City has not been amended to reflect this longer construction schedule.

In addition to the revised schedule, MSG has expended portions of our original construction engineering budget on the following items that were not outlined in our original scope:

- Review of extensively deteriorated Beam End on Pier 1 and provide an engineered solution. This included field reviews by our structural engineer, time for design and drafting of proposed detail, and review of contractor's detailed shop drawings.
- Field review and proposed solution for the "cupped" sole plates by our structural engineer following the lifting of the southern span of the bridge.
- Field review and revised reinforcement details for existing steel resulting from variations from as-built drawings.
- Multiple claim review meetings with the contractor and City staff. These meetings have resulted in a cost savings to the City of \$96,000.00

MSG has been involved in the survey and design and construction phases of this project to date and we look forward to assisting the City with construction support to ensure a successful completion to this project.

Fee Schedule

MSG proposes to continue providing the required tasks as listed above on a time and materials basis in accordance with the original Construction Engineering services fee schedule. Based on an additional 12 weeks remaining in the contractor's schedule we are estimated a time and materials fee of \$49,700.

Thank you for providing The Mannik & Smith Group (MSG) with the opportunity to continue to work on this project and we look forward to continuing our relationship with The City of Monroe.

To indicate your approval of this amendment, please sign at the designated location on the following page and return one (1) copy to this office as our notice to proceed.

Should you have any questions or require additional information, please do not hesitate to contact me at (734) 289-2200.

Sincerely,

Aric R. Bennett
Construction Services Group Manager

Enclosures

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: August 10, 2010

Proposal Number: OP090659

CITY OF MONROE

THE MANNIK & SMITH GROUP, INC.

Signature

Signature

Name Printed

Barry A. Buschmann, PE

Name Printed

Title

Senior Vice President

Title

Date

August 10, 2010

Date

Original award



1771 North Dixie Highway • Monroe, MI 48162 • Tel 734 289 2200 • Fax 734 289 2345
www.manniksmithgroup.com

June 26, 2009

Mr. Patrick Lewis, PE
City of Monroe
120 East First Street
Monroe, Michigan 48161

**Re: 2009 As-Needed Construction Inspection and Testing Services
Winchester Street Bridge Rehabilitation**

Dear Mr. Lewis:

The Mannik & Smith Group, Inc. (MSG) is pleased to submit this proposal to the City of Monroe for providing Full Construction Engineering and Inspection services for the Winchester Street Bridge rehabilitation project. MSG is familiar with The City of Monroe and the Michigan Department of Transportation's (MDOT) standard specifications for construction and has completed inspection, testing and contract administration services on past projects for the City. MSG has been involved in the survey and design phases of this project and we look forward to assisting the City with construction support to ensure a successful completion to this project.

Project Understanding & Qualifications

This proposal is to provide Full Construction Engineering for the Winchester Street Bridge Rehabilitation project. This project is utilizing Federal Aide Urban funding, and as such, must comply with the MDOT minimum Construction Engineering and Inspection requirements. It is a MDOT requirement that Field Manager software be utilized for Daily Inspection reports and the tracking of materials based upon the general summary and special provisions approved by MDOT. The contract shall be administered following the MDOT minimum requirements. This includes maintaining a construction file per the MDOT project file guidelines. At the conclusion of the project an administrative and materials file audit will be completed by MDOT personnel. MSG will provide the following services; attend the pre-construction meeting, review and approval of testing orders and shop drawings, review and process monthly pay applications in Field Manager, lead progress meetings, provide daily inspection logs with progress photos. In addition, construction materials testing will be completed as needed to maintain compliance with MDOT requirements and to ensure quality workmanship.

As demonstrated on the enclosed "Staff Training and Certifications Table", MSG technicians are MDOT trained and certified in a wide range of construction services. The columns highlighted identify the individuals who are currently trained and certified to administer MDOT contracts, utilize FieldManager and FieldBook for daily reports, and complete materials testing as required by MDOT.

Fee Schedule

MSG proposes to provide the required tasks as listed above on a time and materials basis in accordance with the attached Construction Engineering services fee schedule. Based on an anticipated 12 week construction schedule the estimated time and materials fee for the project is \$70,700.

The following rates are for equipment utilized to complete QA/QC Materials Testing:

Equipment Rates:	<u>Rate/Day</u>
Nuclear Moisture/Density Gauge	\$30.00
Michigan Cone (In field proctor kit)	\$30.00
Concrete Field Testing Equipment	\$15.00

Standard Expenses:	<u>Rate</u>
Mileage	\$0.55 / Mile (while on job sites)

Mileage and travel time to and from the jobsite will not be charged. A two (2) hour minimum will be charged for all site visits.

Many of MSG technicians have a value-added service to a project as they can provide both construction inspection and materials testing as outlined above if needed. This can reduce The City of Monroe's overall construction phase cost by having an individual on-site to complete the day-to-day inspection of the work while being trained and qualified to complete the materials testing as needed as opposed to having an individual for each task. MSG will attempt to utilize dually trained staff whenever possible to assist in an overall cost savings.

Thank you for providing The Mannik & Smith Group (MSG) with the opportunity to quote this project. We look forward to continuing our relationship with The City of Monroe.

To indicate your approval of this proposal, please sign at the designated location on the following page and return one (1) copy to this office as our notice to proceed.

Should you have any questions or require further clarification regarding this proposal, please do not hesitate to contact me at (734) 289-2200.

Sincerely,



Aric R. Bennett
Construction Services Group Manager

Enclosures

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

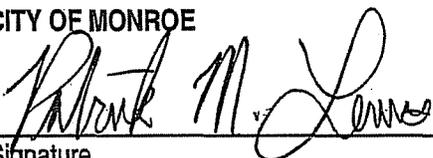
APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: June 26, 2009

Proposal Number: OP090659

CITY OF MONROE



Signature

Patrick M. Lewis

Name Printed

Director of Engineering & Public Services

Title

07/09/09

Date

THE MANNIK & SMITH GROUP, INC.



Signature

Barry A. Buschmann, PE

Name Printed

Senior Vice President

Title

June 26, 2009

Date

Aric Bennett

Education: BS Construction Management, numerous certifications

Experience: 8 plus years

Employment Classification: Engineer III

Mr. Bennett has over 8 years of experience in the design and construction of local and federally funding projects for local municipalities, road commissions, drain commissioners, and MDOT. He has been involved in the construction and rehabilitation of water and sewer systems as well as roadways. Mr. Bennett has been involved in several large projects containing individual resident coordination. He provides a wide variety of management services from overseeing project budgets, maintaining construction schedules, communicating with clients, contractors and local residents and providing construction engineering and inspection. His responsibilities include: Michigan Construction Group Manager, project management, engineering, plan and specification preparation, construction engineering and inspection.

Michael Balent

Education: Highway Tech classes, MDOT Course work, Storm Water Management, Concrete Field Testing

Experience: 35 plus years

Employment Classification: Technician V

Mr. Balent has over 40 years of experience in construction inspection including 11 years with MSG and 30 years with the Michigan Department of Transportation. Specific areas of expertise include bridge inspection on superstructure/substructure concrete, steel & prestressed concrete beams, foundation piling, latex overlays, expansion dams, steel reinforcement, new signal installation, temporary signal installation, traffic loop work and construction staking. Grade inspection on trunklines, ramps, secondary routes. Slab/box culverts, culverts, sanitary and watermain inspection. Mr. Balent has MDOT Field Manager Training and is a NPDS- MDEQ storm water operator for management at construction site.

Cheryl Young

Education: BS Civil Engineering, Lawrence Tech. University

Experience: 6 years

Employment Classification: Technician III

Ms. Young is a Construction Inspector experienced with many types of construction including roadway, bridge and utility construction. Ms. Young's responsibilities and experience include inspection and material testing on MDOT and County Road Commission and other local agency projects. Ms. Young is experienced in MDOT documentation procedures including proficiency with the FieldManager system, wage rate interviews, daily review of the MOT, materials testing, and other necessary computer software utilized to perform and document her daily inspection.

Jasmine Sisson, P.E.

Education: BS Civil Engineering, University of Michigan, National Highway Institute (NHI) Course No. 13055

Experience: 9 plus years

Employment Classification: Engineer IV

Ms. Sisson has more than 9 years of experience as a bridge design engineer, with experience in both public and private projects. Ms. Sisson is very knowledgeable in bridge inspection, bridge scoping, designing bridge rehabilitation, bridge replacement, and new structure projects, as well as project coordination, shop drawing review, and construction engineering assistance. Her responsibilities include: structural analysis and design of superstructures, substructures and foundations; preparation of final construction drawings and specification documents; review of shop drawings; field inspections of bridges including rating analyses and inspection report preparation; construction engineering and inspection. Ms. Sisson's designs have encompassed both conventional and prestressed concrete members and rolled beam and plate girder steel members. Ms. Sisson also has experience in the design and analysis of various forms of retaining wall systems (including concrete cantilever, concrete counterfort, and MSE walls). Ms. Sisson is very knowledgeable with the national AASHTO and AREMA specifications and MDOT standards and procedures for the design of bridges. She also implements Quality Assurance and Quality Control processes, develops inspection reports, estimates work hours and expenses, and

prepares cost estimates. Ms. Sisson remains current in the area of bridge engineering by regularly attending conferences and workshops.

Christopher Zangara, P.E.

Education: BS Civil Engineering, University of Toledo,

Experience: 14 plus years

Employment Classification: Engineer IV

Mr. Zangara is experienced in the design and construction of highway and railroad bridges. His work has covered both new and rehabilitation projects. His responsibilities include: structural analysis and design of superstructures, substructures and foundations; preparation of final construction drawings and specification documents; review of shop drawings; field inspections of bridges including rating analyses and inspection report preparation; construction engineering & inspection. Mr. Zangara's designs have encompassed both conventional and prestressed concrete members (slabs, box beams, and I-beams), steel members (both rolled beams and plate girders) and timber members. Mr. Zangara also has experience in the design and analysis of various forms of retaining wall systems (including concrete cantilever, concrete counterforted, and soldier pile & lagging walls). His experience also includes hydrologic and hydraulic analyses associated with backwater computation for bridge design. He is well versed in and routinely uses state-of-the-art structural and hydraulic modeling software in his engineering practice. Mr. Zangara is very knowledgeable with the national AASHTO and AREMA specifications and MDOT standards and procedures for the design of bridges. .

Construction Services Staff Training and Certifications Table

 Employees:	Administration & Field				Field										Lab				Safety						
	Materials Acceptance Process (ACEC)	MDOT Contract Administration	FieldBook (Informal)	Field Manager Update	Highway Construction & Work Zone	MDOT Bituminous Paving Operations	Concrete Pavement Workshop (MCPA)	MDOT Certified Training: Concrete Paving: Bridge Module	MDOT Concrete Paving Bridge Structures	MCA/MCPA (ACI) Conc Field Technician Level I	MCA/MCPA Conc Field Technician Level II	ACI Concrete Field Testing & Grade	MDEQ Storm Water Management Operator	MDEQ Soil Erosion & Sedimentation Control (Part 91)	(MS) Nuclear Gauge Operator	MDOT Density Technology	MDOT Certified Bituminous Laboratory Technician	MDOT Certified Bituminous QA/QC Technician	MDOT Certified Aggregate Technician	ACI Certified Concrete Laboratory Testing Technician	ACI Certified Concrete Compressive Strength Laboratory Testing	OSHA 30 Hour Construction Safety and Health	OSHA 40 Hour Hazardous Waste Training	OSHA 8 Hour Refresher	Safety Work Safety Training
Johnny C.	x		x	x		x			x		x	x	x	x	x										
Ibrahim H.	x	x	x	x	x	x			x		x	x	x	x	x								x	x	x
Phil D.	x	x	x	x		x					x	x	x	x	x			x							
Mike S.	x	x	x	x																					
Cheryl Y.			x								x			x	x										
Alan V.			x	x					x		x			x	x										
Mick B.			x									x													
Aric B.	x	x	x	x					x		x	x		x	x							x			
Matt M.															x										
John R.			x			x			x		x	x	x	x	x										
Jim W.		x	x	x								x													
David W.	x	x	x	x	x	x								x											
Lee B.														x									x		
Frank B.						x						x		x									x	x	x
Mike F.														x									x	x	
Tom P.														x										x	
Kerry S.														x									x	x	x
Rose G.									x	x	x			x	x								x		
Brent K.														x										x	
Kaz L.									x		x			x				x					x	x	x
Jerry M.														x											



Fee Schedule

Effective January 1, 2009

City of Monroe Construction Engineering Services

EMPLOYEE CLASSIFICATION	BILLABLE RATE (\$ PER HOUR)
Administrative Assistant I	39.50
Engineer I	63.84
Engineer II	68.20
Engineer III	79.52
Engineer IV	105.00
Technician III	58.70
Technician IV	65.07
Technician V	69.66

The above rates represent all of The Mannik & Smith Group, Inc. direct salary costs; overhead and profit. These rates are subject to periodic adjustment for merit and cost of living increases after one year from the date of the original contract signature. The time charged for services performed will be according to the actual number of hours worked.

Travel and subsistence expenses, long distance telephone calls, materials and supplies, other direct costs, and out-of-pocket expenses will be charged at cost. For use of automobiles, outside the City of Monroe on City business, the existing approved IRS mileage rate will be charged.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Munson Park Ball Diamond Concession Operations

DISCUSSION: The Munson Park ball diamond concession stand has been operated by the company that manages the multi-sports complex for many years. Currently, that company is Canlan Ice Sports, but JRV Management had also operated it prior to Canlan. As a part of the elimination of the subsidy for the multi-sports complex for the 2011 fiscal year, Canlan felt that it would be necessary to stop its management of the Munson concession stand primarily because the staff member that was in charge of its supervision would be reduced to part-time status. They did agree to continue its operation until the City could find another operator.

Proposals have been requested for the operation of the concession stand two times. The first time the proposals were due on June 2, 2010. No proposals were submitted related to that request. The second time, based on some input from someone that showed interest in the first request, the request for proposal was revised and it was direct mailed to a few more local businesses. Responses to this second request were due on July 2, 2010 and one proposal was received. The proposal was received from Cravings, which is located in downtown Monroe. A copy of the proposal and the request for proposal are attached.

Based on the proposal submitted, I needed to clarify that the terms and conditions in the proposal could be met. I corresponded with Shaun McGowan to get clarification on many items that were included in the request for proposal. Loretta Lapointe of the Recreation Department and I also met with Shaun McGowan to review the proposal and discuss his plans. All of the terms in the request for proposal will be met, except for a requirement to have employees bonded. That requirement can be waived based on the proposal. A dishonesty bond would only be required if all the funds generated at the site were city funds. This proposal calls for paying the City a 10% commission on gross sales.

The proposed menu and pricing at the concession stand to begin with are as follows:

Hot Dog	\$2.00
Nachos	\$2.00
Jumbo Soft Pretzel	\$1.75 w/cheese \$2.00
Chips	\$1.00
Popcorn	\$1.00
Candy Bars	\$1.00
Small Candy	\$0.10 to \$0.75
Ice Cream	\$1.00 - \$2.50
Bottled/Can Pop	\$1.00 - \$1.50
Water	\$1.00 - \$1.25
Gatorade	\$1.00 - \$1.50
Ice Tea/Lemonade	\$1.00 - \$2.00
Coffee/Hot Chocolate	\$1.00 - \$1.50

Chocolate and fudge from the Cravings menu may also be offered, and if customers request particular items, they will consider offering them.

The fall ball season will begin in early September 2010. If this item is approved, Cravings would begin operating for that season and the agreement would also cover the full 2011 season. The agreement is yet to be drafted and it would need to be approved by the City Attorney, but it would follow the terms included in the request for proposal.

It is recommended that the Mayor and City Council approve entering into an agreement with Cravings, Inc. for the operation of the Munson Park Ball Field Concession Stand beginning August 26, 2010 and ending at the end of the 2011 operating season with the agreement to be approved by the City Attorney. The agreement will include compensation to the City of Monroe in the amount of 10% of gross sales.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 8/16/2010

REASON FOR DEADLINE: Fall Operating Season begins September 1, 2010

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Recreation Department

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

SOURCE OF FUNDS:

City

Account Number

Amount

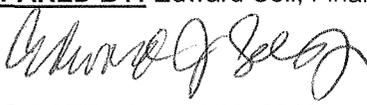
Other Funds

\$ N/A
\$ N/A
\$ N/A
\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Edward Sell, Finance Director

DATE: August 11, 2010

REVIEWED BY: 

DATE: 8-11-10

COUNCIL MEETING DATE: August 16, 2010

REQUEST FOR PROPOSALS
FOR FOOD CONCESSION
OPERATIONS AT MUNSON PARK
RFP-DM-2010-01
VENDOR QUESTIONNAIRE

Date: 7/2/10

Firm Name: CRAVINGS

Address: 31 E. FRONT ST.

City/State/Zip Code: MONROE, MI 48161

Telephone Number: 734-612-7283 734-755-1020 (cell)

Fax Number: N/A

E-mail Address: g00000@ameritech.net

Firm Established: Years in Business: 2009 : 8 MONTHS

Type of Organization: (Circle One)

a. Individual

b. Partnership

c. Corporation

d. Joint Venture

e. Other (Specify) _____

How many years has your company been providing food concession services? Provide historical narrative of experience and qualifications. 8 MONTHS

OUR BRIEF EXPERIENCE HAS BEEN LIMITED TO THE PAST 8 MONTHS IN ESTABLISHING AN ICE CREAM & SWEET SHOPPE IN DOWNTOWN MONROE.

How many public sector (governmental) clients has your company served? Please provide listing. ZERO

How many clients does your company currently serve with the type of services described? ZERO
Explain the capacity of the services being provided.

Provide a list of clients served within the last three (3) years (at least 5). Include name, address, phone number, contact person and briefly describe scope of services performed. ZERO

How many employees does your company employ?

Full-time employees: 0 Part-time employees: 0

EXPECTED TO HIRE 2 PART TIME EMPLOYEES IF PROPOSAL ACCEPTED.

Submit profiles of staff to be assigned to this project and examples of similar work performed by each staff member. INDEPENDENT CONTRACTOR

- TWO SISTERS ICE CREAM CO-OWNER
- CSS HEAD START FOOD SERVICE

Describe methods of communication with your clients.

VERBAL, PHONE, EMAIL

Describe in detail your work plan or methodology to meet the needs of the City.

PROVIDE USERS & VISITORS OF 11 MUNSON PARK FRIENDLY & VALUE BASED CONCESSIONS, TO MAKE THEIR OVERALL EXPERIENCE AT THE CITY PARK AN ENJOYABLE ONE.

Have you been involved in any litigation during the past five years? If so, provide an explanation. *NO*

Please attach a copy of your standard contract.

AS WE HAVE JUST OPENED OUR BUSINESS 8 MONTHS AGO IN THE CITY OF MONROE, WE HAVE NOT HAD THE OPPORTUNITY TO PROVIDE OFF SITE CONCESSIONS. THEREFORE, IF THE CITY WOULD HAVE AN EXISTING CONTRACT THAT WOULD BE AMICABLE TO BOTH OUR BUSINESS & THE CITY WE WOULD BE AGREEABLE.

OUR EXPECTED COMPENSATION TO THE CITY WOULD BE 10% OF GROSS SALES.

THANK YOU,

SHAUN MCGOWAN

CRAVINGS

**REQUEST FOR PROPOSALS FOR FOOD CONCESSION
OPERATIONS AT THE MUNSON PARK BALL DIAMONDS**

RFP-DM-2010-01

The City of Monroe wishes to establish a contract with qualified firm(s) to provide food concession operations for the Munson Park Ball Diamonds. The concession stand that is located at the soccer fields at the park is not included in this request for proposal. Proposals will be received by the City of Monroe, at the Clerk's Office, 120 East First Street, Monroe, MI 48161-2169 until **3:00 p.m. local time, on Friday, July 2, 2010** at which time and place the names of proposers will be publicly read aloud.

The City of Monroe officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.monroemi.gov, click on Bids and link to MITN website. Final proposal results will be posted on the MITN website after award.

**THE CITY OF MONROE RESERVES THE RIGHT TO REJECT ANY AND ALL
PROPOSALS.**

Any deviation from the specifications must be noted on the proposal.
Please submit proposal on or before the date and time given above to:

Charles D. Evans
City Clerk/Treasurer
120 East First Street
Monroe, Michigan 48161-2169

All proposals (**3 copies**) must be submitted in a Sealed Envelope marked: **“RFP – FOOD
CONCESSION OPERATIONS MUNSON PARK”**.

With a view to obtaining the most acceptable services, these specifications cover the general requirements. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interests of the City. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

Background

The City of Monroe wishes to establish a contract with qualified firm(s) to provide food concession operations for Munson Park. The City is interested in entering into a contract for one (1) year, and will consider options for additional years of service under the contract. Munson Park is located on the extreme west side of the city on North Custer Road. It is a 212.07-acre park adjacent to Monroe Custer Airport. Munson Park is the only true regional park available in the city. It includes both active and passive areas although the emphasis is on the active pursuits. Four lighted regulation adult softball diamonds with spectator seating, two youth sized ball diamonds, twelve soccer fields, a soccer concession/restroom building, four tennis courts, a large community built playscape, a storage shelter, a jogging/exercise trail, walking/biking trail through the woods at the north end of the property, approximately 80 acres of restored native prairie grass, a skate park for skateboarding and inline skating, a pond with a spray fountain, and two sand volleyball courts are found on the developed part of the park. The ball diamonds are serviced by a two-story concession building with a food concession and restrooms on the lower level and a scorekeeping loft on the upper level. Drinking fountains are available at the picnic shelter area, and at the ball diamond concession and soccer concession areas.

The City of Monroe's overall linear park system, located primarily along the banks of the River Raisin, encompass nearly 400 acres. Additional information regarding City of Monroe Parks can be found at www.monroemi.gov.

Specifications/Scope of Work

THIS CONTRACT SPECIFICALLY PROHIBITS ANY SALE OF ALCOHOLIC BEVERAGES WITHIN THE PARKS.

The City of Monroe wishes to establish a contract with a qualified Concessionaire to operate the Munson Park food concessions located at the ball diamonds. This proposal covers the operation of food and beverage concessions (excluding coin-operated beverage machines) at Munson Park in accordance with the following specifications and general conditions. The contract for Munson Park Concessions would begin in July 2010 and continue through mid-October 2010. Options for multi-year contracts will be considered.

At this time there is one concession area at Munson Park that is located at the ball diamonds. Currently, the City operates the full-service concession area providing hot food, snacks, beverages and ice cream. Munson Park concessions shall be open whenever there are City of Monroe

organized youth or adult games scheduled in the summer and fall. The schedule of games will be available approximately three weeks prior to the start of the season.

Summer Schedule - Adult softball leagues and youth ball leagues occur in the summer. The adult summer leagues run for approximately 3.5 months from May to August for 3-4 evenings per week. Some youth games take place in June and July. During that time period, games are normally held four nights a week and last approximately four hours.

Fall Schedule – Adult softball leagues have traditionally occurred two nights a week during the month of September and into early October. Games can last for up to four hours per night.

Gross Sales

This information is to be used only as a guide in the bid process and should not be considered a guarantee as to the sales that will be expected from this contract. Gross sales for the past two (2) seasons at the Munson Park Ball Diamond Concessions are as follows:

2008 - \$6,793.00

2009 - \$7,203.00

Menu

Foods and beverages offered for sale shall be sold at reasonable prices. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service. It is agreed that all articles sold or used under this Agreement will be pure and of good quality.

The successful vendor shall keep at all times on public display, the prices, rates and charges which may be made for the sale of goods and services to the public. Concession signage shall be attractive and professional.

The items offered for sale at the concession stand during the 2009 season included the following:

Hot dogs	\$2.00
Nachos	\$2.50
Pretzels	\$2.25
Chips	\$1.00
Popcorn	\$1.50
Candy bars	\$1.25
Ice Cream	\$1.50-\$2.50
Small Candy	\$.05-.25
Fountain pop	\$1.50-1.75
Gatorade	\$2.00
Water	\$1.75
Ice Tea (bottled)	\$2.00
Coffee	\$1.00-1.25
Hot Chocolate	\$1.75

Quality

The Concessionaire shall operate, serve and dispense quality foods and beverages with adequate portions. Such operations shall be in an environment of complete cooperation with City personnel.

The Concessionaire shall, at all times, comply with the Federal Pure Food and Drug Laws and other applicable laws and regulations of the United States, the State of Michigan, the local County, and the municipalities wherein the facilities are located, and all applicable health rules and regulations. All foods must be fresh and of best quality at all times.

Supervisor

The concessionaire shall at all times provide an active, qualified and competent supervisor of the facility who shall be authorized to represent and act for the Concessionaire in matters pertaining to the day to day operation of the facility. The Concessionaire further agrees to have at all times sufficient attendants on duty to render adequate service to the public.

Employees

All employees of the Concessionaire shall be clean, courteous, efficient and neat in appearance. The Concessionaire shall not employ any person or persons in or about any facility who are known to use improper language or act in a loud or boisterous or otherwise improper manner. The Concessionaire shall employ such help and personnel as it may deem reasonable and necessary for its operation hereunder and all such help and personnel shall be admitted to the park(s) free of charge. The Concessionaire shall comply with all applicable State and Federal Employment laws and regulations.

Qualifications of Contractor’s Employees

The contractor shall supply fully trained, competent concession staff. Any inability by the contractor to maintain a regular and consistent work force may result in default of contract. All employees shall be bonded under the contractor’s company name.

Work Requirements – The contractor is not allowed to employ illegal aliens to perform concession services or any services in City facilities.

Language Skills – All employees and representatives of the contractor’s company must be fluent enough in the English language to read and understand ingredient labels and signs as well as converse understandably with City management, other personnel and the general public. The contractor’s supervisor must be fluent in the English language. The contractor shall not employ or allow to work in or around the building any person under the legal working age.

Discrimination Prohibited

The contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Agency shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964 as amended.

Prohibition of Political and Religious Activity

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity,

including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

These general requirements shall be incorporated in the entire agreement between the City of Monroe and the Contractor. The contract shall be binding upon the parties hereto and their respective successors and assigns.

Facilities

The City will provide for the use of the successful proposer such refreshment stands, buildings, rooms and locations as are now existing and being used for the purpose of providing the services herein specified.

Garbage Disposal

The vendor is responsible to ensure that all garbage generated from the operation is placed into designated trash or recycling containers. Disposal costs shall be the responsibility of the City of Monroe. The vendor is accountable and responsible for cleaning and trash removal of immediate area adjacent to concession location(s).

Utilities

The City shall provide for lights, power, gas, and water used and consumed in connection with the operation of the food service operation of this agreement.

Telephone

The Concessionaire shall be financially responsible for providing phone service at facilities if desirable by the Concessionaire.

Accounting Procedures

All commission payments due the City shall be paid monthly on or before the 15th day of the month, covering the receipts of the previous month, and shall be accompanied by a statement in duplicate showing detailed receipts. The Concessionaire's gross sales shall be evidenced by cash register readings and must reflect all sales made by the Concessionaire. The Concessionaire shall provide the cash register to be used. The Concessionaire shall furnish the Recreation Department a daily sales report showing gross receipts. The Concessionaire agrees to keep the books of accounts and records of all operations and to establish a system of bookkeeping and accounts in a manner satisfactory to the City and to permit inspection of said books and records by the City.

Condition and Surrender of Property

The concession stand, buildings, rooms, locations, and equipment, or all parts thereof, which are the property of the City shall remain the property of the City upon termination of the contract by expiration or otherwise, the successful bidder shall surrender possession of all said premises and all parts thereof in as good condition as said premises were when first occupied by the successful proposer, under the terms of the contract, ordinary wear and tear, and damages caused by casualty or acts beyond the control of the successful proposer are damaged or destroyed by fire, act of God or otherwise so that same cannot be repaired or replaced within sixty (60) days, that at the option of the City, the contract shall terminate and each party shall be released from further obligations.

Repairs and Maintenance

The City shall provide for the repair and maintenance, other than routine daily cleaning/maintenance procedures, of all City owned fixed and non fixed food service equipment during the operating season. The Concessionaire shall not make any alterations in the concession premises without the written approval of the City. Repair costs resulting in abuse or neglect of daily routine cleaning and maintenance of the equipment shall be paid by the Concessionaire.

The vendor shall repair any damages resulting from negligence on his/her part or on the part of any of his employees or agents, to City property or equipment. Failure to make said repairs after receiving written notice from the City will result in City repair, the reimbursement of which shall be paid by the vendor within fifteen (15) days after notice. Failure to make such payment shall place the vendor in default of their contract and subject to termination of the contract, at the discretion of the City.

Equipment

Equipment furnished by the City under the contract will be maintained by the Concessionaire. Equipment that breaks during the contract where the break is not due to the actions of the Concessionaire will be replaced at the City's expense and will become property of the City of Monroe. The Concessionaire may bring in their own equipment at the Concessionaire's expense if required for food offerings and equipment will remain property of vendor. Miscellaneous cooking utensils shall be provided by the concessionaire.

The following equipment is owned by the City. The proposer will need to include in its proposal if it would like to use any of the City owned equipment.

Hot dog boiler
Microwave
Hot Plate
Coffee Maker
Chest freezer
Double door freezer
Pop corn machine
Hot Plate
Warmer
Ice freezer
Pretzel warmer

Advertising

The Concessionaire agrees not to advertise in any manner or form, on or about the premises, buildings or space licensed to him. The Concessionaire shall not employ or use any persons known as "criers" or other noise makers or means of attracting attention to the Concessionaire's business, not approved by the City, or to the extent of creating a nuisance.

Exclusive Clause

The City warrants to contract exclusively with a single successful proposer to perform the described services herein. The successful proposer shall have exclusive rights to the park concessions during special events.

Selection Criteria/Evaluation Factors

Proposals will be evaluated and ranked. The City of Monroe reserves the right to reject any and all proposals to make an award based directly on the proposals or to negotiate further with one or more firms. The City reserves the right to reject all bids and request new proposals. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. Qualifications and Experience

The firm shall have experience in food concessions for similar projects. Outline why the City should select your firm to provide the required services. Provide a profile of your firm, including history. Clearly identify who shall be assigned to this project. Identify the role he/she will play and include a resume and a brief overview of his/her involvement (include experience with public sector clients).

2. Comparable Projects

Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.

3. Methodology/Work Program

Provide the firm's method of approach or work plan summary to meet the City's objectives and components identified in the Request for Proposal. Include type and variety of concession items offered, to include affordability to the public.

4. Capacity

Firm's availability to provide the services outlined to meet the City's needs.

5. Cost/Commission Proposal

Present a cost or commission proposal.

General Conditions

All proposals will be evaluated and ranked. The City of Monroe reserves the right to reject any and all proposals or to make an award based directly on the proposals. The City of Monroe reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the City. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Monroe.

The City of Monroe reserves the right to interview any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the selection criteria outlined in this document and as determined in the evaluation process. Meetings with short listed proposers will provide additional information and criteria upon which the City will base its selection decision. The City of Monroe reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Monroe upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of award of the contract shall be voidable at the discretion of the City of Monroe.

No proposal may be withdrawn after it has been deposited with the City of Monroe, except as provided by law.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever; shall be wholly absorbed by the prospective firm. All supporting documentation will become the property of the City of Monroe unless requested otherwise at the time of submission. Ownership of all data, materials and documentation originated and prepared for the City of Monroe pursuant to the Request for Proposals and the subsequent contract shall belong exclusively to the City of Monroe. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

Municipalities are exempt from Michigan State Sales and Federal Excise Taxes. Prices quoted shall not include Federal or State taxes. The City will furnish the successful bidder with tax exemption certificates when requested.

All correspondence or inquires from interested firms regarding this proposal shall be directed to the attention of Edward Sell, Finance Director, City of Monroe, 120 East First Street, Monroe, Michigan 48461-2159; 734-384-9133; edward.sell@monroemi.gov.

Only those persons designated above are authorized to seek additional information from prospective firms regarding their proposals. Correspondence or inquiries made directly to firms regarding their proposals from all other persons are to be directed to those City employees designated above for appropriate review and response.

The City of Monroe shall reserve the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for any reason deemed to be in the City's best interest. A designated representative of the City of Monroe will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Monroe's best interest and will be final. The City of Monroe reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract, or do whatever is deemed to be in its best interest.

The contractor shall represent that all tasks will be performed in accordance with generally acceptable professional standards and further represents that advice and consultation provided will be within its authority and capacity as a professional. The firm will comply with the regulations, laws, ordinances and requirements of all levels of government applicable to the requested services. It shall be the contractor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all contractors shall be bound by such changes or addenda.

Proposers are advised that the proposals received as a result of this request are considered to be under evaluation from the close date until contract award. City staff is restricted from giving any information relative to the proposals or “progress” of the evaluation during this time, except as described in this Request for Proposals and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website.

Insurance Regulations

The contractor shall not commence work, nor will the City sign a Contract, until vendor has obtained and delivered to the City of Monroe the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. A new certificate of insurance shall be provided to the City each year at the time of policy renewal. Failure of the Firm to maintain the required insurance shall be grounds for contract cancellation.

1. Workers’ Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers’ Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$200,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability with limits of liability not less than \$200,000; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. Additional Insured. Commercial General Liability, as described above, shall include an endorsement stating that the City of Monroe is an additional insured for the duration of the contract.
4. Cancellation Notice. Workers’ Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following “It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Monroe, 120 East First Street, Monroe, Michigan 48161.”
5. If any of the above coverage’s expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City of Monroe at least ten (10) days prior to the expiration date.

Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Monroe, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Monroe against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Monroe, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Monroe by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Instructions to Proposers

o The following pages include a vendor questionnaire to be completed and submitted with **three (3) copies** of your proposal. Each item must be completed with a response. Bidders not responding to any of the specifications or questions may be classified as unresponsive. The response must follow the format outlined in this proposal. Supplemental information may be attached.

- o Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or an addendum to the RFP, if such information would be of significance to uninformed proposers. The City shall make the sole determination as to the significance to uninformed proposers. **Questions regarding the proposal must be made in writing prior to Tuesday, June 29, 2010, at 4:30 p.m.**, at which time a response will be prepared in the form of an Addendum and posted on the MITN website.
- o The proposal is to be completed in legible form, preferably with computer word processing software.
- o **NO FAXED OR E-MAILED PROPOSALS WILL BE ACCEPTED.** All information requested herein must be submitted with the proposal prior to the due date; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete. The City reserves the right to postpone the due dates for its own convenience. Proposals are considered received when in the possession of the Clerk's Office at the due date and time.
- o **TIMELY SUBMITTAL:** Proposals are accepted until **FRIDAY, JULY 2, 2010 at 3:00 P.M.**
- o All information requested herein shall be submitted with the Request for Proposals (RFP); failure to do so may result in rejection of the RFP as non-responsive and/or incomplete.
- o If your firm uses a standard contract, please provide a copy with your submittal.

**REQUEST FOR PROPOSALS
FOR FOOD CONCESSION
OPERATIONS AT MUNSON PARK
RFP-DM-2010-01
VENDOR QUESTIONNAIRE**

Date: _____

Firm Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Firm Established: Years in Business: _____

Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other (Specify) _____

How many years has your company been providing food concession services? Provide historical narrative of experience and qualifications.

How many public sector (governmental) clients has your company served? Please provide listing.

How many clients does your company currently serve with the type of services described?

Explain the capacity of the services being provided.

Provide a list of clients served within the last three (3) years (at least 5). Include name, address, phone number, contact person and briefly describe scope of services performed.

How many employees does your company employ?

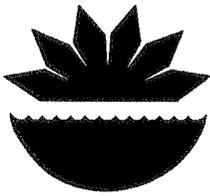
Full-time employees: _____ Part-time employees: _____

Submit profiles of staff to be assigned to this project and examples of similar work performed by each staff member.

Describe methods of communication with your clients.

Describe in detail your work plan or methodology to meet the needs of the City.

Have you been involved in any litigation during the past five years? If so, provide an explanation.
Please attach a copy of your standard contract.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Riverwalk Entry Signage

DISCUSSION: I have attached a drawing of the design that is recommended by the Main Street Monroe/Downtown Development Authority's Design Committee (and was reviewed by the MSM/DDA) for archway signs that will highlight the entries of the Riverwalk. I have been in communication with the City of Monroe Planning and Building Departments about the process for getting the signs approved since they will be on City property and are not specifically described in the Sign Code. As a result, I was directed to get City Council approval on the locations and design. The signs will likely be located in the right of way, though exact placing is yet to be determined. I was also told to follow-up (after City Council approval) with the Building Department by submitting a sign application so that they can review the details of the signs.

The MSM/DDA will be purchasing four signs that are archways over the sidewalk and will highlight entrances to the Riverwalk. These archway signs will be located at:

- Soldiers and Sailors Park
- Veteran's Parking Lot (Macomb and East Front Streets)
- Pedestrian Alley at Washington and East Front Streets
- Lauer Finzel Parking Lot (installation timeframe to be determined by parking lot renovation plan)

The signs will be painted black and I have been assured that the painting and clearcoat process will provide minimum maintenance for the signs.

At this point, the Design Committee is ready to move forward with a private contractor to fabricate and install the signage once needed approvals are granted.

It is recommended that the City Council approve the locations and attached design for the Riverwalk Entry Signage with the understanding that minor revisions may be needed to ensure sound installation and longevity.

CITY MANAGER RECOMMENDATION:

- For *[Signature]*
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Main Street Monroe/Downtown Development Authority

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Main Street Monroe/Downtown Development Authority

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Andrea Jones, Executive Director, Main Street Monroe/DDA  **DATE:** 8/11/10

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: 8/16/10





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: ELM / DIXIE / WINCHESTER INTERSECTION RECONSTRUCTION MDOT FUNDING CONTRACT

DISCUSSION: The intersection of East Elm Avenue, North Dixie Highway, and Winchester Street is one of the more prominent intersections within the City of Monroe, and handles an average of approximately 16,000 vehicles per day. Unfortunately, due to the proximity of the intersection to the northbound Norfolk Southern rail line that runs parallel to North Dixie Highway, both the horizontal and vertical alignment of Elm Avenue is very deficient, particularly with respect to the fact that both westbound and eastbound drivers often “bottom out” when passing through the intersection, given the more than 2 foot grade differential from the railroad to the east curb line of Dixie / Winchester. Further, westbound vehicles desiring to turn northbound onto Dixie Highway have a very difficult time doing so without jumping the curb, as the radius is less than 10 feet. Because of this very acute grade differential and the lack of pedestrian signals, non-motorized users also have a very difficult time crossing the railroad from the east and crossing the intersection safely. In fact, even the current sidewalk ramp at the northeast corner had to be specifically exempted by the Federal Court in the City’s Americans with Disabilities Act (ADA) Consent Decree, as it approaches a 12% grade but cannot be flattened without altering the entire intersection. This non-motorized deficiency is a major reason the bicycle pathway constructed to the State Park in 2009 terminated at the Battlefield Visitor Center at the time rather than at this intersection as would have been logical.

Based on the overall geometric deficiencies cited and the inability to properly connect the new bicycle pathway westward from the Battlefield Visitor Center, this appears to be an opportune time to consider reconstructing the intersection of Elm / Dixie / Winchester to allow for extension of the pathway and further connectivity to our existing system. As was reported to the City Council in February as a part of a professional services award for design, the City of Monroe was attempting to program this project with Federal funds that had been previously earmarked in SAFETEA-LU, the Federal Highway Bill that expired as of September 30, 2009. These Federal funds had originally been earmarked for the cancelled Monroe Area Rail Consolidation project in 2005 and approximately \$940,000 of this amount was re-appropriated in 2008 for the “Monroe Area Greenways” program, which was intended to link Monroe High School, Monroe County Community College, and other areas to the City’s existing pathway on North Custer Road. Since it has become apparent the original scope of that project will not be met for multiple reasons, the City aggressively pursued this project to utilize a portion of the funds. Through the diligent efforts of City staff and The Mannik and Smith Group, our design consultant, plans were completed on schedule, the necessary Federal Funds were obligated, and bids were opened for the project on August 6.

In order to utilize any Federal Funds, the City of Monroe must enter into a funding agreement with the Michigan Department of Transportation (MDOT). Page 8 of the attached agreement details the cost participation based on the construction estimate, which was \$363,100 in total. Attached to this fact sheet 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 projects, and is essentially unchanged from those approved in previous years. The dollar share for each entity is based on the project cost estimate. As is standard for Federally-funded projects, the City must pay at least a 20% local share for the remaining work items, as well as all costs for design and construction engineering and any overruns. Based on the above, the expected City share was \$72,600 in construction costs. However, we are pleased to report that the actual low bid amount from C & D Hughes, Inc. for this project was \$346,513.61, which was 6% below the project estimate. While MDOT requires us to approve the funding agreement based on the original project costs to ensure our commitment to the project, the financial detail on the next page of this fact sheet illustrates only the actual costs that will be required based on the low bid amount. Unlike typical Federal Aid projects that the City undertakes, however, it appears that on this project any overruns may also be funded at 80% Federal participation (Page 3, Section 5), so we will not need to fund the full amount of project contingencies as we typically would, but rather 20% of any expected contingency amount.

Due to the fact that the City Engineering Department is already planning to manage three (3) other Federal Aid roadway projects, plus our own resurfacing, sidewalk, and bituminous maintenance programs during the next three (3) months, it is impractical for us to manage, survey, and inspect this relatively complicated project on our own during Fall 2010. A request to award a professional services contract for this project is being presented as a separate fact sheet on this agenda as well.

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 below.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: August 16, 2010

REASON FOR DEADLINE: MDOT cannot issue a contractor award until this funding contract is received.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, non-motorized users, traveling public at large, tourists visiting future River Raisin Battlefield National Park

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$463,102*
	Cost of This Project Approval	\$398,514**
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes \$34,600 in design costs previously awarded, \$346,514 in actual low bid contract costs, \$52,000 in project contingencies, and \$29,988 in construction management costs (submitted under separate Fact Sheet)

**Does not include \$34,600 previously awarded, and construction engineering costs to be assigned on separate Fact Sheet.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Major Street Fund Balance	TBD by Finance Director	\$79,703*

*Includes \$69,303 in base construction costs (20% of low bid) plus \$10,400 in contingencies (15% of project construction cost, 20% Local share of this amount)

<u>Other Funds</u>	
Federal High Priority Funds	\$318,811**

**Includes \$277,211 in base construction costs (80% of low bid) plus \$41,600 in contingencies (15% of project construction cost, 80% Federal share of this amount)

Budget Approval: _____

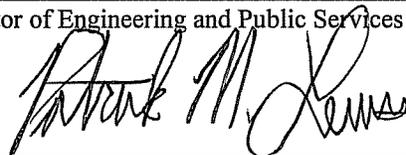
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: August 11, 2010

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: August 16, 2010



RESOLUTION

WHEREAS, East Elm Avenue, North Dixie Highway, and Winchester Street are all under the jurisdiction of the City of Monroe; and

WHEREAS, there are significant geometric deficiencies in this intersection that affect vehicular traffic and prevent establishment of proper non-motorized transportation through this area, and

WHEREAS, the City of Monroe has developed plans and specifications for reconstruction work along Elm Avenue from Dixie Highway easterly to approximately 500 feet west of Detroit Avenue, including concrete pavement storm sewer, hot mix asphalt non-motorized pathway, concrete sidewalk traffic signals, and pavement marking work, together with all necessary work to completely reconstruct the intersection and install a new non-motorized pathway; and

WHEREAS, this roadway is eligible for the use of Federal High Priority Projects Program funds through The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005 under the Monroe Area Greenways program; and

WHEREAS, Federal Funding in the amount of \$290,500 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 10-5581 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.

HPSL

DAB

Control Section HPSL 58416
Job Number 110741
Project HPSL 1058(036)
Federal Item No. RR 7327
CFDA No. 20.205 (Highway
Research Planning &
Construction)
Contract No. 10-5581

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 July 13, 2010, attached hereto and made a part hereof:

Reconstruction work along Elm Avenue from Dixie Highway easterly to approximately 500 feet west of Detroit Avenue; including concrete pavement, storm sewer, hot mix asphalt non-motorized pathway, concrete sidewalk, traffic signals, and pavement marking 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:

HIGH PRIORITY PROJECTS PROGRAM - SAFETEA LU

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 from the Federal High Priority Project Program – SAFETEA LU.

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Subtitle G - High Priority Projects, authorizes Federal High Priority Project funding and establishes the maximum amount of funding for the PROJECT and associated phases under SAFETEA-LU Number 3643 to be \$940,000. It is understood that this amount is subject to obligational authority limitation and after applying that estimated limitation only \$817,800 may be available for the PROJECT and associated phases.

Federal High Priority Project – SAFETEA LU Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 80 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

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)(1); 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 and 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 and 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 and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and 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 and 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) rest 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 resolution 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:

JRM APPROVE
7/21/10
JRM
ASSISTANT
ATTORNEY
GENERAL

WCT
REVIEWED
7-14-10
CONTRACT ADMIN

July 13, 2010

EXHIBIT I

CONTROL SECTION	HPSL 58416
JOB NUMBER	110741
PROJECT	HPSL 1058(036)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$363,100
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COST PARTICIPATION

Grand Total Estimated Cost	\$363,100
Less Federal High Priority Project – SAFETEA LU Funds	<u>\$290,500</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 72,600

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

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 \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60)-day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed-cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, 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 \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of 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: ELM / DIXIE / WINCHESTER INTERSECTION RECONSTRUCTION – PROFESSIONAL SERVICES
AWARD FOR CONSTRUCTION ENGINEERING

DISCUSSION: Earlier on this meeting's agenda, a funding contract was placed for City Council approval for the reconstruction of East Elm Avenue / North Dixie Highway / Winchester Street, which will also include construction of a non-motorized pathway to connect to the west end of the pathway constructed in 2009. The contractual costs are being funded through a Federal earmark with a 20% local match, though the City is responsible for all design and construction management costs.

Due to the fact that the City Engineering Department is already planning to manage three (3) other Federal Aid roadway projects, plus our own resurfacing, sidewalk, and bituminous maintenance programs during the next three (3) months, it is impractical for us to manage, survey, and inspect this relatively complicated project on our own during Fall 2010. As a result, we have sought assistance from the private sector to meet this need, as we have done over the past two years to handle spikes in workload to avoid retaining an excessive large in-house staff for normal operations. This project can certainly be considered an "add on" to our normal workload, particularly given that it was not even identified until February 2010 as being a possibility, and it has only been through aggressive effort on the part of our Engineering Department and design consultant, The Mannik and Smith Group, that we were able to secure funding and should be able to construct all of the roadway portion of the work in 2010.

Ordinarily, the Engineering Department feels that it is fair and proper to solicit proposals from multiple engineering firms to provide professional services when needed, and we have done this a variety of times for inspection and design. However, at certain times in the past we have also recommended sole source proposals, and these are typically requested when a particular firm has a unique set of qualifications, have completed earlier activities on the same project, or can provide an inherent cost savings that other firms cannot provide. For this particular project, it is the recommendation of the Engineering Department that The Mannik and Smith Group be utilized to assist us with construction engineering activities, which would include on-site inspection, surveying activities, and contract management and coordination with the Michigan Department of Transportation (MDOT). Their proposal for services is attached for your review, and they have held their billable rates to 2009 levels, which have been approved on previous contracts. We feel strongly that, besides their solid track record of providing the same full scope of services to the City of Monroe in past years (most recently on the two ARRA-funded roadway projects in 2009 and the Winchester Street bridge), they are also able to offer unique cost savings on this project specifically. As their proposal notes, due to the fact that this project is immediately adjacent to the Winchester Street bridge, the same inspector can be used (with some increase in hours) in most cases, and further, the fact that they were the project designer and surveyor should serve to minimize research time when field layout and field changes become necessary.

Their estimated cost of services is \$29,988, which represents 8.7% of the construction cost. According to the MDOT Construction Manual, construction engineering would generally represent 11% of the construction costs, plus 2-3% for surveying activities, so it is clear that the proposal is below industry standards. The fact that this is an MDOT project with railroad work further demonstrates that although the project type is fairly uncommon, this is not reflected in higher costs to the City. For this reason, the Engineering Department is requesting that this contract be awarded to The Mannik and Smith Group per the attached proposal.

IT IS RECOMMENDED that the City Council award a contract for construction engineering services for the Elm / Dixie / Winchester Intersection Reconstruction project to The Mannik and Smith Group in the amount of up to \$29,988. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to sign the attached proposal 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: The pre-construction meeting will likely be held in the next few weeks, and would like to begin engaging our professional staff as soon as possible.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, non-motorized users, traveling public at large, tourists visiting future River Raisin Battlefield National Park

FINANCES

COST AND REVENUE PROJECTIONS:		
	Cost of Total Project	\$463,102*
	Cost of This Project Approval	\$29,988
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes \$34,600 in design costs previously awarded; \$346,514 in actual low bid contract costs and \$52,000 in project contingencies (submitted under separate Fact Sheet), and \$29,988 in construction engineering costs

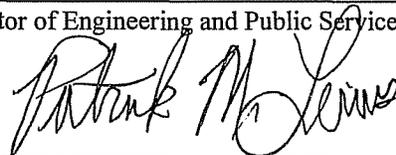
SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Major Street Fund Balance	TBD by Finance Director	\$29,988
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: August 11, 2010

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: August 16, 2010

August 10, 2010

Mr. Patrick Lewis, PE
City of Monroe
120 East First Street
Monroe, Michigan 48161

Re: Elm Avenue Greenway and North Dixie Highway Intersection Improvements
As Needed Construction Engineering and Construction Layout Services

Dear Mr. Lewis:

The Mannik & Smith Group, Inc. (MSG) is pleased to submit this proposal to the City of Monroe to provide Full Construction Engineering and Inspection services for the Elm Avenue Greenway and North Dixie Highway Intersection Improvements project. MSG has been involved during the design phase of this project and we look forward to assisting the City with construction support to ensure a successful completion to this project. MSG is familiar with The City of Monroe and the Michigan Department of Transportation's (MDOT) standard specifications for construction and has completed inspection, testing, construction staking and contract administration services on past projects for the City and MDOT.

MSG is currently providing construction inspection and material testing services for the Winchester Street Bridge Rehabilitation project that is located immediately adjacent to the above mentioned project. MSG proposes to provide the Construction Engineering services for the Elm Avenue Greenway project in conjunction with the services being provided for the Winchester Street Bridge project. MSG will utilize the same field inspection and material testing staff as have been a part of the Winchester Street Bridge project which will allow for many efficiencies in addition to supplying the coordination between multiple contractors and two separate construction projects that will be connecting to one another.

Project Understanding & Qualifications

This proposal is to provide Full Construction Engineering and Construction Staking services for the Elm Avenue Greenway and North Dixie Highway Intersection Improvements project. This project is utilizing Federal funds, and as such, must comply with the MDOT minimum Construction Engineering and Inspection requirements. It is a MDOT requirement that Field Manager software be utilized for Daily Inspection reports and the tracking of materials based upon the general summary and special provisions approved by MDOT. The contract shall be administered following the MDOT minimum requirements. This includes maintaining a construction file per the MDOT project file guidelines. At the conclusion of the project an administrative and materials file audit will be completed by MDOT personnel. MSG will provide the following services; attend the pre-construction meeting, review and approval of testing orders and shop drawings, review and process monthly pay applications in Field Manager, lead progress meetings, provide daily inspection logs with progress photos. In addition, construction materials testing will be completed as needed to maintain compliance with MDOT requirements and to ensure quality workmanship.

As demonstrated on the enclosed "MDOT Transportation Pre-Qualifications Table" and the "Staff Training and Certifications Table", MSG and our technicians are MDOT trained and certified in a wide range of construction services. The columns highlighted on the "Staff Training and Certifications Table" identify the individuals who are currently trained and certified to administer MDOT contracts, utilize FieldManager and FieldBook for daily reports, and complete materials testing as required by MDOT.

Fee Schedule

MSG proposes to provide the required tasks as listed above on a time and materials basis in accordance with the attached Construction Engineering services fee schedule. Based on an anticipated 12 week construction schedule and the efficiencies available by utilizing the same staff as on other adjacent projects the estimated time and materials fee for the project is **\$29,988**.

The following rates are for equipment utilized to complete QA/QC Materials Testing:

Equipment Rates:	<u>Rate/Day</u>
Nuclear Moisture/Density Gauge	\$30.00
Michigan Cone (In field proctor kit)	\$30.00
Concrete Field Testing Equipment	\$15.00

Standard Expenses:	<u>Rate</u>
Mileage	\$0.50 / Mile (while on job sites)

Mileage and travel time to and from the jobsite will not be charged. No minimum show up time will be billed for this work.

Thank you for providing The Mannik & Smith Group (MSG) with the opportunity to quote this project. We look forward to continuing our relationship with The City of Monroe.

To indicate your approval of this proposal, please sign at the designated location on the following page and return one (1) copy to this office as our notice to proceed.

Should you have any questions or require further clarification regarding this proposal, please do not hesitate to contact me at (734) 289-2200.

Sincerely,

Aric R. Bennett
Construction Services Group Manager

Enclosures

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: August 10, 2010

Proposal Number: OP100895

CITY OF MONROE

THE MANNIK & SMITH GROUP, INC.

Signature

Signature

Name Printed

Barry A. Buschmann, PE

Name Printed

Title

Senior Vice President

Title

Date

August 10, 2010

Date