
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
TUESDAY, SEPTEMBER 7, 2010**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

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

A. Approval of the Minutes of the Special City Council Meeting and Regular City Council Meeting held on Monday, August 16, 2010, the Minutes of the Special Meeting held on Monday, August 19, 2010, and the Minutes of the Special Meeting held on Monday, August 23, 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.

195 Change in Voting Precincts Location.

1. Communication from the City Clerk-Treasurer, submitting a resolution to request a change in polling locations for Precinct 3 North and Precinct 4 because of the conditions of the current facility, and recommending that the attached resolution be adopted authorizing a change in the location of the polling place for Precinct 3 North and Precinct 4, From the Monroe Public Schools Warehouse, 1275 N. Macomb Street to Grace Lutheran Church located at 630 N. Monroe Street.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

196 St. Mary Catholic Central High School – Annual Homecoming Parade Request.

1. Communication from the City Manager's Office, submitting a request from St. Mary's Catholic Central High School to hold their annual Homecoming Parade on October 15, 2010 at 5:45 p.m., and to close the affected streets, and recommending that Council approve this request contingent upon items being met as outlined by the administration, subject to insurance requirements being met, a parade permit, 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.
- 197 Suicide Vigil in Loranger Square.
1. Communication from the City Manager's Office, submitting a request from Rusty Davis, United Way of Monroe County, Inc., Program Manager on behalf of the Suicide Prevention Committee for permission to hold their annual Suicide Vigil in Loranger Square on September 14, 2010 and to close East First Street and Washington Street from 5:30 p.m. – 7:30 p.m., and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to no additional overtime or other costs to the city, 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 recommendation be carried out.
- 198 Chopper Pump Purchase – Wastewater Department.
1. Communication from the Director of Water & Wastewater Utilities, submitting a request to purchase one Vaughn Submersible Chopper Pump (model SE4L-070) to replace an existing pump at the Carrington Pump Station, and recommending that a purchase order in the amount of \$12,472 be issued to JGM Valve Corporation for providing one Vaughn Submersible Chopper Pump (model SE4L-070) in accordance with their quote dated 7/9/10.
 2. Supporting documents.
 3. Action: Accept, place on file and recommendation be carried out.
- 199 Traffic Committee Minutes and Traffic Control Order.
1. Communication from the Director of Engineering & Public Services, submitting the minutes of the Traffic Committee meeting held on August 18, 2010, and recommending that Council accept and place on file the minutes from the August 18, 2010 Mayor's Traffic Committee meeting, and approve Traffic Control Order 167-007.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 200 Michigan Municipal League Annual Meeting – September 22, 2010.
1. Communication from the City Manager's Office, submitting a request, by provisions of the League Bylaws, to designate an official to attend the annual meeting and to cast a vote of the municipality, and recommending that Council chose an official representative and alternate representative.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 201 Leaf Bag Purchase – Bid Award.
1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the purchase of biodegradable paper compost bags for distribution to City residents for fall leaf collection, and recommending that the award for 72,000 bags be awarded to the Pabco Industries LLC, and that the Director of Engineering & Public Services be authorized to execute a purchase order in the amount of \$22,802.40.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.

202 City of Monroe Bridge Inspection – Consultant Selection.

1. Communication from the Director of Engineering & Public Services, submitting proposals for the City of Monroe 2010 Bridge Inspections Consultant, and recommending that Council award the attached contract for inspection services to The Mannik & Smith Group, in the amount of \$3,050, and that the Director of Engineering & Public Services be authorized to execute the agreement.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

203 West Side Fire Station Renovations – Design Professional Services Award.

1. Communication from the Director of Engineering & Public Services, submitting proposals for the West Side Fire Station renovations, and recommending that Council award a contract for the design and construction administration for the West Side Fire Station Renovations project to James S. Jacobs Architects, PLLC in the amount of \$4,600, as per the attached proposal, and further recommending that the Director of Engineering & Public Services be authorized to sign the contract on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

204 City Hall Window Replacement and Masonry Restoration Professional Services.

1. Communication from the Director of Engineering & Public Services, submitting a Change Order to the Design Professional Services Contract for the City Hall window replacement and masonry restoration, and recommending that Council award an amendment to the original design contract to James S. Jacobs Architects, PLLC in the amount of \$4,800, as per the attached agreement, and further recommending that the Director of Engineering & Public Services or the Building Official 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.

205 Paving Special Assessment District 331 Reimbursement.

1. Communication from the Director of Engineering & Public Services, submitting a resolution to utilize the release and settlement from Lexon Insurance Company, in the amount of \$55,875.52, to reimburse property owners who have already paid their assessments for road paving in Mason Run II, and recommending that the attached resolution be adopted and that the City Manager and / or his designee(s) be authorized to utilize the bond proceeds as delineated therein.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

V. MAYOR'S COMMENTS.

VI. CITY MANAGER COMMUNICATION.

VII. COUNCIL COMMENTS.

VIII. CITIZEN COMMENTS.

IX. CLOSED EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION.

X. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Change in Voting Precincts Location

DISCUSSION: :

As you know, for several years the City of Monroe has used the Monroe Public Schools Warehouse located at 1275 N. Macomb Street as a polling location for Precinct 3 North and Precinct 4. We have received many complaints from voters as well as election workers concerning the overall condition of the facility. Rev. Ron Schultz from Grace Lutheran Church located at 630 N. Monroe Street, graciously offered his facility as a voting precinct.

Therefore, I recommend, that the attached resolution be adopted authorizing a change in the location of the polling place for Precinct 3 north and Precinct 4, from the Monroe Public Schools Warehouse, 1275 N. Macomb Street to Grace Lutheran Church located at 630 N. Monroe Street.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: City Clerks Office

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:	<u>City</u>	Account Number	Amount
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

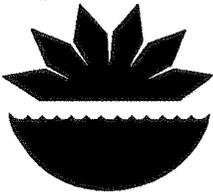
FACT SHEET PREPARED BY: Charles D. Evans, City Clerk/Treasurer

DATE:

REVIEWED BY:

DATE:

COUNCIL MEETING DATE:



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM ST. MARY CATHOLIC CENTRAL HIGH SCHOOL FOR PERMISSION TO HOLD THEIR ANNUAL HOMECOMING PARADE ON OCTOBER 15, 2010

DISCUSSION: The City received a request from St. Mary Catholic Central High School for permission to hold their annual Homecoming Parade on October at 5:45 p.m. Specifically the request is to use the modified parade route selected by the Police Department in 2009 which is as follows: assemble at rear of school on Willow Street, proceed east on Willow, to south on Macomb, to west on Third, to south on Washington to east on Jones Avenue to Navarre Field.

The request was reviewed by the administrative staff and there were no objections to the request subject to insurance requirements being met and a parade permit.

After City Council approval, advance notification will be sent to MDOT.

Therefore, it is recommended, that City Council approve this request contingent upon items being met as outlined by the administration, subject to insurance requirements being met, a parade permit, 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

St. Mary Catholic Central High School
A Tradition of Excellence in Education and Faith

July 30, 2010

Dear Mayor Robert E. Clark and City Officials,

As you know, Saint Mary Catholic Central High School has a tradition of holding a Homecoming parade, which runs from the SMCC parking lot to Navarre Field. This year, we would like to continue these festivities, but to do so we need your assistance.

Traditionally, we have requested the use of Monroe Street from Noble Avenue to Jones Street as well as Jones Street from Monroe Street to Navarre Field from 5:30 p.m. to 7:00 p.m. This year, the parade will leave the SMCC parking lot on Willow Street promptly at 5:45 p.m. on Friday, October 15, 2010. Last year, the police department changed our parade route. We are open to using last year's modified route or whatever streets the city of Monroe decides are the safest for all those involved.

Your agreement to this proposal will be greatly appreciated. Full cooperation will be given by both the students and the faculty of SMCC to ensure a safe and enjoyable parade. Please let me know what streets you would like us to use this year.

I would like to thank you in advance for your time. If you have any questions or concerns, please contact me at 241-0663 extension 223.

Sincerely,

Denise Wiederhold

Mrs. Denise Wiederhold
Student Council Moderator
Language Department Chair
French Teacher

*Reviewed
R. Clark
8-3-10*

RECEIVED

AUG - 3 2010

MAYOR'S OFFICE

Memorandum

To: Thomas C. Moore III, Chief of Police
From: Lt. Gregory N. Morgel
CC: file
Date: August 23, 2010
Re: Staff Study: 2010 St. Mary Catholic Central High School Homecoming Parade

The annual St. Mary Catholic Central High School Homecoming Parade is scheduled for Friday, October 15, 2010 at 5:45 pm. The St. Mary Catholic Central High School Student Council Moderator (Mrs. Denise Wiederhold) has requested to use the traditional parade route which travels southbound on Monroe Street. Because of safety concerns that are necessary to ensure a safe parade, especially with a near rush hour starting time. I am recommending that the parade route be the same as last year's modified route where the majority of the parade travels southbound on Macomb Street. In her letter to the Mayor and City Officials requesting permission for the parade, the Student Council Moderator stated that the school is open to last year's modified route or whatever streets the City of Monroe decides are the safest for all those involved

I believe that department and the City should continue using the modified parade route. My reasons for this recommendation are as follows. A main street route during rush hour is not an ideal time for a parade. The few spectators along the route do not seem to justify this type of expense or temporary road closure of such a major State Highway. The safety of the participants and officers is my primary concern. The current route and starting day (weekday) and time (rush hour) is far from ideal. In past years, several officers have complained to me about the route and the amount of vehicular traffic they encounter.

Previous parades have incurred police related expenditures of approximately \$1000.00 This figure includes a minimum two hours pay for each officer, as well as the afternoon shift premium for all the assigned officers, and one hour of planning time. The actual cost may vary slightly. This event requires a minimum of twelve officers as the parade route is quite lengthy.

EVENT COORDINATOR: Mrs. Denise Wiederhold 241-0663 extension 223 or 241-7622.

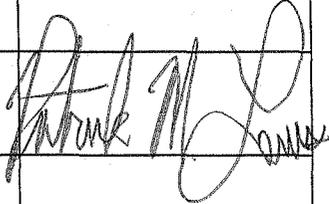
CITY OF MONROE INTERDEPARTMENT ACTIVITY FORM

ADMINISTRATIVE ACTIVITY: Request from SMCC for permission to hold their annual Homecoming Parade on October 15, 2010 at 5:45 p.m., and to close the affected streets

INITIATING DEPARTMENT: City Manager's Office

DATE: 8/13/10 **SUSPENSE:** A.S.A.P.

DEPARTMENT ROUTING:

DEPARTMENT	ACTIVITY REQUIRED	DATE RECEIVED	DATE TRANSMITTED	DEPARTMENT SIGNATURE
J. Green Cc: L. LaPointe	Review and Comment			
B. LaRoy	Review and Comment			
✓ P. Lewis	Review and Comment	08/13/10	08/16/10	
J. Mominee	Review and Comment			
T. Moore	Review and Comment			
E. Sell	Review and Comment			
G. Brown	Review / Approve			

SUMMARY: The "new" route used and proposed by the Police Department in 2009 closed the affected streets (assemble at rear of school on Willow Street, proceed east on Willow, to south on Macomb, to west on Third, to south on Washington to east on Jones Avenue to Navarre Field.

No objections, public Services will plan to staff event, approximately 2-4 hours of overtime likely from a 2-person crew, total out of pocket approximately \$250-\$500.

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: City Manager's Office

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: D.P.S., Police, Engineering, Fire, Finance, Planning, and Manager

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: 8/19/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 9/7/10



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: SUICIDE VIGIL IN LORANGER SQUARE

DISCUSSION: The City received a request from Rusty Davis, United Way of Monroe County, Inc. Program Manager, on behalf of the Suicide Prevention Committee, for permission to close East First Street on September 14, 2010. Specifically the request is to close East First Street between Monroe Street and Washington Street from 5:30 p.m. – 7:00 p.m. for their annual vigil.

The request was reviewed by the administrative staff and there were no objections to the request subject to emergency vehicle access being maintained.

DPS personnel will place and pick up barricades on normal hours, residents can place in street.

The Police Department does not foresee any traffic issues as long as D.P.S. provides barricades to prevent motor vehicle traffic within the requested area. The Afternoon Shift Commanders will be made aware of the event so their shifts can make periodic checks.

It is also suggested that the United Way of Monroe County contact the County Purchasing Department to reserve the pavilion.

Therefore, it is recommended, that City Council approve the request contingent upon items being met as outlined by the administration, **subject to no additional overtime or other costs to the city**, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: City Manager's Office

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: D.P.S., Police, Engineering, Fire, Finance, and Manager

FINANCES

<u>COST AND REVENUE PROJECTIONS:</u>	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: 8/19/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 9/7/10



United Way
of Monroe County

Executive Director
Connie L. Carroll

Board President
Donald Spencer, ED.D

1st Vice President
Linda McCormick

2nd Vice President
Lucina DeWalt

3rd Vice President
Fredrick Walker

Treasurer
Thomas Myers

David Abalos

Paul F. Assenmacher

Michael Baker

Steven Beachum

Dr. Martin Drozdowicz

Gerald Hesson

Laura Keehn

Patricia Kosanovich

Dustin Leach

Molly Luempert-Coy

John Manor

James McDevitt

Patricia Poupard

David J. Taylor

Jane Wolfenbarger

Campaign Chair
Diane Kamprath

George Brown, City Manager
120 E. First Street,
Monroe, MI 48161

Dear George,

I am writing on behalf of the Suicide Prevention Committee, a sub-committee of the Human Services Collaborative Network.

We are planning a Suicide Vigil in Loranger Square for September 14th from 5:30 pm until 7 pm. Suicide is a bigger problem in our community than most know and this is the sixth year we have conducted this vigil. It is a very sobering commemoration. Surviving family members, support staff and other supportive community members attend.

We usually have an opening musical presentation, two or three presentations by families of suicide, information about services and available help in the community followed by a closing musical piece and candle lighting. Our attendance is usually around 100 people.

We are requesting the closure of First Street between Monroe Street and Washington Street during our Vigil.

Please let us know if you have any questions. Your favorable consideration is appreciated. If you have questions, I can be reached at 734-242-1331.

Rusty Davis



Program Manager
United Way of Monroe County
Phone: 734-242-1331
Fax: 734-242-3378

RECEIVED

AUG 13 2010

CITY MANAGER'S OFFICE





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CHOPPER PUMP PURCHASE – WASTEWATER DEPARTMENT

DISCUSSION: The Wastewater Department requests to purchase one Vaughan Submersible Chopper Pump (model SE4L-070) from JGM Valve Corporation to replace an existing pump at the Carrington Pump Station. Attached are a quote from JGM Valve Corporation and a letter from Vaughan Company, Inc, manufacturer of Vaughan pumps and parts, indicating JGM Valve Corporation as being the sole authorized representative for Michigan & Northern Ohio to pursue sales of Vaughan Company, Inc pumps and parts. The quoted price from JGM Valve Corporation and letter from Vaughan Company, Inc are current. The Wastewater Department requests that JGM Valve Corporation be considered the sole source provider to sell this product and for this purchase to be made without bids.

The Carrington Pump Station was installed in 1992 and it provides sanitary service to the majority of the Carrington Subdivision residences. The station fails often due to the amount and type of debris that the station is required to pump coupled with the antiquated electrical components installed at the station. The current layout of the station also does not allow for the safest and efficient operations.

The overall rehabilitation project of the station includes: Replacing a pump with a “chopper” style pump which will chop debris and reduce clogging; Upgrading the station’s electrical components and service to current standards so as to avoid system failures; and Revising the station’s access / layout to provide for safer and more efficient staff working conditions. Purchase of a fiberglass enclosure was awarded by City Council at the March 15, 2010 meeting and rehabilitation of the station’s electrical service was awarded by City Council at the May 17, 2010 meeting. The enclosure was installed by Wastewater staff which retrofits the station’s layout to improve wetwell access. The electrical service is currently being completed such that the electrical panel and components are being relocated within it. All project specifications have been developed by Wastewater staff where the pump replacement will also be completed by staff. Based on the quote, the cost for the pump equipment, appurtenances, 1 day of start-up service, and freight cost is estimated to be \$12,472.00. Adequate funding has been budgeted for this fiscal year 2009-2010 Capital Improvement Program (CIP) project.

IT IS RECOMMENDED that a purchase order in the amount of \$12,472.00 be issued to JGM Valve Corporation for providing one Vaughan Submersible Chopper Pump (model SE4L-070) in accordance with their quote dated 7-9-10.

CITY MANAGER RECOMMENDATION:

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

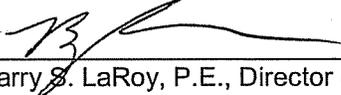
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Complete last remaining task of CIP project after electrical service rehabilitation.

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	\$ 70,000.00
Cost of This Project Approval	\$ 12,472.00
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>
Wastewater System	59075530 973000 10Z03	\$ 12,472.00
<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** August 30, 2010

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: September 7, 2010



Chopper Pumps



Quote # 25011
Dated: 07/09/10
Page 1

1155 Welch Road – Suite D
Commerce, Michigan 48390
Phone: 248-926-6200 / Fax: 248-926-6290
Email: contact@jgmvalve.com
Attn: Randy Sommers
Customer: Monroe – Replacement for S/N 87003

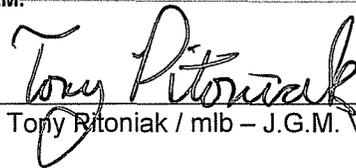
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	EA	VAUGHAN MODEL SE4L-070 SUBMERSIBLE CHOPPER PUMP, RATED FOR 300 GPM @ 38' TDH, CONSISTING OF:		

- CASING AND BACK PULL-OUT PLATE, cast ductile iron.
- IMPELLER, CUTTER NUT AND UPPER CUTTER, cast steel, heat treated to minimum 60 Rockwell C Hardness. Impeller dynamically balanced.
- CUTTER BAR, plate steel, heat treated to minimum 60 Rockwell C Hardness.
- SHAFT, heat treated steel.
- ELASTOMERS, BUNA N.
- DRIVE, 7.5 HP, 1750 RPM, 230 volt, 3 phase, 60 Hz, 1.15 SF, Explosion Proof (Class 1, Group D) submersible motor with tandem mechanical seals, moisture sensors, internal thermostats, and 25 ft of power cable, manufactured by Reliance.
- FINISH, Sandblasted and single coat of Tnemec Zinc-filled Primer and finish coat of Tnemec 27WB Epoxy.

TOTAL PRICE:	\$ 10,472
Start-up, Per Day (if required):	\$ 1,000

SALES TAX IS NOT INCLUDED IN THIS QUOTATION

NOTE: CUSTOMER TO REUSE EXISTING GUIDE RAIL SYSTEM.



Tony Pitoniak / mlb – J.G.M. Valve Corporation

SHIPMENT:	4 TO 8 WEEKS AFTER RECEIPT OF ORDER & REQUIRED DRAWING APPROVAL
FOB:	MONTESANO, WASHINGTON VIA BEST WAY, PLUS FREIGHT
TERMS:	NET 30 DAYS, O.A.C., QUOTATION VALID FOR 60 DAYS

KPH

“Solids Handling Specialists”

Vaughan Co., Inc. | 364 Monte-Elma Road | Montesano, WA. USA 98563 | Phone 360-249-4042 | Fax 360-249-6155
info@chopperpumps.com | www.chopperpumps.com



August 20, 2010

Attention: To Whom It May Concern

Regarding: Authorized Vaughan Representative

This letter is to document that JGM Valve Corporation is the sole Authorized Representative for Michigan and Northern Ohio. As such they are the only company, which may pursue sales of Vaughan pumps and parts. Please feel free to contact me at the below number if you have any questions or would like to discuss this.

JGM Valve
1155 Welch Road
Commerce, MI. 48390
248-926-6200 Phone
248-926-6290 Fax
contact@jgmvalve.com

Sincerely,

Kevin Hauser
Regional Manager

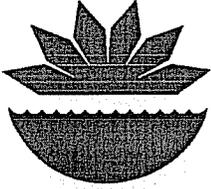
Vaughan Co., Inc.

364 Monte Elma Road
Montesano, WA. 98563
888.249.CHOP Toll Free
360.249.4042 x:727 Office
360.249.6155 Fax
360.561.3561 Cell
www.chopperpumps.com

Celebrating 50 Years of Excellence ~ 1960-2010

This message and any attached files might contain confidential information. The information is intended only for the use of the individual(s) or entities originally named as addressees. The improper disclosure of such information may be subject to civil or criminal penalties. If this message reached you in error, please contact the sender and destroy this message. Disclosing, copying, forwarding, or distributing the information by unauthorized individuals or entities is strictly prohibited by law.

"Solids Handling Specialists"



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Traffic Committee Minutes of August 18, 2010 meeting and Traffic Control Order 167-007

DISCUSSION: The Mayor's Traffic Committee meeting was held on August 18, 2010, and the minutes are attached for your review and approval. There is one (1) traffic control order for approval at this time as a result of the meeting.

Traffic Control Order 167-007 extends an existing Residential Parking District on East Second Street between South Macomb Street and Scott Street. Previously, the Residential Parking District did not include the area on the north side of the roadway adjacent to the City employee parking lot. A public hearing was held, and the Traffic Committee approved adding this frontage such that both sides of the roadway on the entire block are now a part of the Residential Parking District.

IT IS RECOMMENDED that the City Council accept and place on file the minutes from the August 18, 2010 Mayor's Traffic Committee meeting, and approve Traffic Control Order 167-007.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Engineering Department, Department of Public Services, Police Department, traveling public, adjacent residents

FINANCES

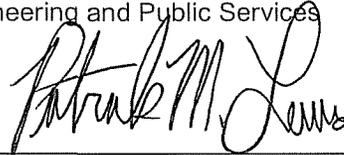
COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$N/A
	Cost of This Project Approval	\$N/A
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

SOURCE OF FUNDS:	City	Account Number	Amount
	Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering and Public Services **DATE:** 08/19/10

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: September 7, 2010

CITY OF MONROE
MAYOR'S TRAFFIC COMMITTEE MINUTES
August 18, 2010

Meeting was called to order by Mayor Clark on Wednesday, August 18, 2010 at 5:05 P.M. in the City Council Chambers.

Members Present: Mayor Clark, Councilman Hensley, Police Chief Moore, James Crammond, Scott Davidson, Dennis Polczynski

Members Absent: Councilman Beneteau

Members Excused: Michael Milette, Anthony Webb

Clerk / Staff: Patrick Lewis, Director of Engineering and Public Services

Citizens Commenting: None present

1. Public Hearing on a proposed extension of the existing Residential Parking District on East Second Street, north side, for the entire block between South Macomb Street and Scott Street.

There were no citizens present commenting, and Patrick Lewis passed along one comment of support he received verbally from an adjacent resident.

Motion: It was moved by Councilman Hensley and supported by Chief Moore to extend the Residential Parking District for the entire block on the north side.

Action: The motion passed unanimously.

2. Request from citizen Les Lukacs to place an all-way stop on Riverview Avenue at either Linwood Avenue or Greenwood Avenue.

Motion: It was moved by Councilman Hensley and supported by Dennis Polczynski to deny this request.

Action: The motion passed unanimously.

3. Request from Gerdau / MacSteel to authorize the right lane of eastbound Front Street to be for standing trucks, and to further restrict this activity within the vicinity of Borchert Park Drive.

Action: Chief Moore and Patrick Lewis provided an update on efforts to reach a resolution on this issue, and will report back at a future meeting.

4. Request from Dennis Polczynski to review the issue of truck route and weight regulations.

Action: The committee discussed background materials on the issue as presented from Patrick Lewis and Dennis Polczynski. Chief Moore discussed future departmental efforts on enforcement of weight restrictions. No action was taken at this time.

5. Motion: It was moved by Chief Moore and supported by Councilman Hensley to adjourn the meeting.

Action: The motion was passed and the meeting was adjourned at 5:45 P.M.



CITY OF MONROE

TRAFFIC CONTROL ORDER

ORDER NO. 167-007

EFFECTIVE DATE: September 2010

When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to East Second Street:

PAGE TWO

Parking

13. Residential Parking District, with enforcement times of 7:00 A.M. to 6:00 P.M., Monday through Friday, from Scott Street to Wadsworth Street, north side.
14. "No Parking" from Scott Street to Half Street, south side.
15. Permitted parking, with no time restrictions, from Half Street to a location 225 feet east of Half Street, south side.
16. "No Parking" from 7:00 A.M. to 4:00 P.M., School Days, from a location 225 east of Half Street to Kentucky Avenue, south side.
17. Permitted parking, with no time restrictions, from Half Street to Eastchester Street, north side.
18. Specifically post "No Parking in Driveway" in front of 917 East Second Street.
19. Permitted parking, with no time restrictions, from Kentucky Ave. to Eastchester St., south side.

Intersection Control

20. Traffic signals with pedestrian signals shall be placed at the intersection of East Second Street and South Monroe Street.
21. "Four-way STOP" at Washington Street.
22. East Second Street shall STOP at South Macomb Street.
23. East Second Street shall STOP at Scott Street.
24. East Second Street shall STOP at Winchester Street.
25. East Second Street shall STOP at Eastchester Street.

The following Traffic Control Orders shall hereby be rescinded: 167-005

City Traffic Engineer

City Clerk-Treasurer

Date

Date



CITY OF MONROE
TRAFFIC CONTROL ORDER

ORDER NO. 167-007

EFFECTIVE DATE: September 2010

When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to East Second Street:

PAGE ONE

Parking

1. "No Parking" from the alley east of South Monroe Street to a location 50 feet east of said alley, north side.
2. Metered 2-hour parking at the rate of \$0.50 per hour, with enforcement times of 8:00 A.M. to 5:00 P.M., Monday through Friday, between South Monroe Street and Washington Street, all other spaces, both sides.
3. "Sheriff Department Parking Only", back-in angle parking, the first two spaces east of Washington Street, south side.
4. "City Police Parking Only", the fifth and sixth back-in angled spaces east of Washington Street, south side.
5. "State Police Parking Only", the third and fourth back-in angled spaces east of Washington Street, south side.
6. 30-minute metered angled parking for "Police Visitors Only" at the rate of \$0.25 per 30 minutes, with enforcement times of 8:00 A.M. to 5:00 P.M., Monday through Friday, the seventh back-in angled spaces east of Washington Street, south side.
7. Designated "Disabled Parking" back-in angled parking, the eighth space east of Washington Street, south side.
8. Designated "Vehicle Inspection Parking", the second space east of Washington Street, north side.
9. Metered 2-hour angled parking at the rate of \$0.50 per hour, with enforcement times of 8:00 A.M. to 5:00 P.M., Monday through Friday, all remaining spaces between Washington Street and South Macomb Street, both sides. The spaces on the north side of this block shall be head-in angled parking, while the spaces on the south side shall be back-in angled parking.
10. Residential Parking District, with enforcement times of 7:00 A.M. to 6:00 P.M., Monday through Friday, from South Macomb Street to Scott Street, ~~south side~~ **both sides**.
11. Residential Parking District, with enforcement times of 7:00 A.M. to 6:00 P.M., Monday through Friday, from ~~South Macomb Street to the east line of 211 East Second Street~~, north side.
12. Permitted parking, with no time limitations, all remaining spaces between ~~South Macomb Street and Scott Street~~, north side.



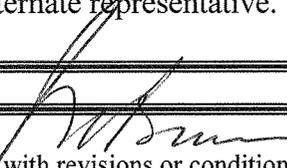
CITY COUNCIL AGENDA FACT SHEET

RELATING TO: MICHIGAN MUNICIPAL LEAGUE ANNUAL MEETING – SEPTEMBER 22, 2010

DISCUSSION: Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the annual meeting as your official representative to cast the vote of the municipality at the annual meeting, and also choose an alternate.

It is recommended that you chose an official representative and alternate representative.

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: City Manager's Office

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: 8/17/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 9/7/10



michigan municipal league

Better Communities. Better Michigan.

August 12, 2010

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Annual Convention of the Michigan Municipal League will be held in Dearborn, September 21-24, 2010. The annual meeting is scheduled for 11:00 am on Wednesday, September 22, at the Hyatt Regency Hotel. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see page 2).
2. Policy. To vote on Core Legislative Principles document and resolutions properly brought before the annual meeting. All member municipalities planning on submitting resolutions for consideration at the annual meeting are reminded that under the Bylaws, the deadline for League trustees to receive resolutions for their review is August 23, 2010. (please see page 2).
3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the annual meeting, and, if possible, to designate one other official to serve as alternate. After taking this action, please return the enclosed reply card no later than September 8, 2010.

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

RECEIVED

AUG 17 2010

MAYOR'S OFFICE www.mml.org

1. Election of Trustees

Regarding election of officers, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions *

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus the deadline this year for the League to receive resolutions is August 23.

"Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof."

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership are available on the League website*, to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the annual meeting.

The Board of Trustees will meet on Tuesday, September 21 at the Hyatt Regency Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

* The proposed League Core Legislative Principles document is available on the League website at <http://www.mml.org>. If you would like to receive a copy of the proposed principles by fax, please call Susan at the League at 800-653-2483.

Sincerely,



Jeff Jenks
President



Daniel P. Gilmartin
Executive Director & CEO

Enc.

OFFICIAL VOTING DELEGATES
ANNUAL BUSINESS MEETING
Michigan Municipal League

In accordance with the accompanying MML Annual Meeting Notice, each member municipality is to appoint one Official Voting Delegate and one Official Alternate Voting Delegate to represent the municipal at the Annual Business Meeting of the Michigan Municipal League.

The purpose of these instructions is to familiarize the voting delegate, especially those officials serving in this capacity for the first time, with the procedure to be followed during the Annual Business Meeting.

1. Prior to entering the Business Meeting, Official Voting Delegates should check-in at the registration desk located just outside of the meeting room. Official Voting Delegates will then be given a pass to enter in the reserved seating area for Voting Delegates. If the Official Voting Delegate is not present, the Official Alternate Voting Delegate should check-in at the registration desk to be given the Voting Delegate pass.

Only the Official Voting Delegate will be seated in the area reserved for Voting Delegates. If the Official Voting Delegate is not present, the Official Alternate Voting Delegate will take the Delegate's place in the reserved area as the Voting Delegate. Therefore, each member municipality will have only one person seated in the reserved area. All other municipal officials, and all other Alternate Voting Delegates, may be seated outside the reserved area.

2. In general, Robert's Rules of Order, Newly Revised, will govern the conduct of the Annual Business Meeting. Parliamentary decisions will be made by the President of the League who will preside at the Annual Business Meeting. The President will be assisted by a Parliamentarian. Parliamentary decisions by the Chair, if challenged from the floor, are subject to be sustained or overturned by a majority of the voting delegates.

3. The Bylaw governing the submission of policy resolutions provides:

Section 4.5 - Resolutions

- A. No resolution or motion shall be submitted to debate or vote at the annual meeting or any special meeting unless it is germane to the functions and purposes of the League.
- B. No resolution or motion, excepting procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either: 1) submitted to the meeting by the Board of Trustees; or 2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting**.

- C. Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof. If time permits, each such resolution with the recommendation of the Board shall be printed in the *Michigan Municipal Review*.

** The deadline for receiving resolutions this year is August 23, 2010.

4. If a Voting Delegate wishes to speak, the Delegate should rise and proceed to one of the microphones available in the reserved area and after recognition by the Chair, may then speak. Since the Annual Business Meeting is being recorded, each Voting Delegate who wishes to speak for any reason, after being recognized by the Chair, should first announce the Delegate's name, title and municipality slowly and clearly into the microphone.

A member of the Board of Trustees, an Honorary Life Member, or a Chair or a designated member of a League Standing or Special Committee may speak on a question, but may not vote unless serving also as a Voting Delegate. If a question is raised about a proposed policy or resolution, or an amendment is offered and seconded, the Chair or designated member of the proper League Standing or Special Committee or a member of the Board of Trustees will be called upon to speak at an appropriate time to explain the Committee's views before the vote is put on the question. In addition, upon request of the Chair, a member of the League staff may speak on a question. Any other person present may speak only with the approval of the Voting Delegate body.

5. If a Voting Delegate who has been seated wishes to have the Alternate Voting Delegate from the Delegate's municipality speak on an issue, the Voting Delegate should request, after being recognized by the Chair, to be excused from the reserved area and that the other person be permitted to take the Delegate's place temporarily or for the balance of the meeting. Upon being excused by the Chair, the Alternate Voting Delegate may then take the Voting Delegate's place in the reserved seating area and may speak and vote as the Official Voting Delegate.
6. The above procedure is necessary to assure that, in the event of a vote on a question by show of hands or by voice vote of the Delegates, no municipality will have more than one person seated in the reserved area.

PLEASE RETURN BY SEPTEMBER 8, 2010

Our official representative at the Annual Business Meeting of the Michigan Municipal League will be:

Name _____

Title _____

Our alternate official representative will be:

Name _____

Title _____

Official action of governing body on _____
(date)

Submitted by _____

Municipality _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: LEAF BAG PURCHASE – REPORT ON BIDS RECEIVED

DISCUSSION: The Department of Public Services has solicited bids for the purchase of biodegradable paper compost bags for distribution to City residents for fall leaf collection. As they were in 2009, bids were formally let through the Finance Department.

Six (6) bids were received this year, as opposed to a lone bid that was received in 2009. The low bidder is Pabco Industries LLC of Newark, New Jersey. They bid \$0.31375 per bag with no imprinting, and \$0.3167 per bag with the City of Monroe imprint, which we generally prefer. For a total bid of 72,000 bags, the overall costs are \$22,590 for bags with no imprint, and \$22,802.40 for imprinted bags. For the imprinted bags, this represents an increase of \$194.40, or 0.9% over last year's prices. Bid information is attached with this fact sheet for your review.

In the past, the Department of Public Services building on Jones Avenue has served as the primary distribution point for these bags, with assistance from the Police Department in 2009 during some off hours. However, since the DPS building has been closed to the public except for limited public dumping on Fridays (which has not yielded more than 1 or 2 individuals per session), we are not presently configured to allow for this type of citizen traffic. While we could temporarily relocate the DPS Clerk back to the Jones Avenue building during leaf bag distribution, it is likely that this would send mixed signals to the public, which appears to have become accustomed to the new customer service arrangement that is also working well for the Engineering and Public Services staff. Other locations that have been suggested include the Multi-Sports Complex, Central Fire Station, City Hall, and even Custer Airport's main hangar, all of which may include rotation of clerical staff for shift coverage to avoid excessive impacts to any one department. Prior to the expected distribution start on October 4, a decision will be made and City Council and the public will be given adequate notice.

IT IS RECOMMENDED that the award for 72,000 bags be awarded to the Pabco Industries LLC, and that the Director of Engineering and Public Services be authorized to execute a purchase order in the amount of \$22,802.40.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Citizens typically request large quantities of bags beginning in early October.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Public Service activities in general, impacts on street sweeping and refuse collection, benefit accrues to all City property owners and residents

FINANCES

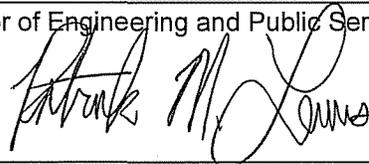
COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 22,802.40
	Cost of This Project Approval	\$ N/A
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Refuse Fund Oper. Supplies	226-60.529-750.000	\$ 22,802.40
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 09/01/10

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: September 7, 2010



CITY OF MONROE

Department of Finance

M E M O R A N D U M

DATE: August 30, 2010

TO: Patrick Lewis, Director of Engineering and DPS

FROM: Dan Malotky, Accountant

RE: Bids for LEAF BAGS

Patrick,

Six responses were opened yesterday for the Leaf Bags for the Department of Public Services. The apparent low bid is from Pabco Industries LLC at \$.31375/bag and \$.3167/bag (alternate bid). A bid tabulation sheet is attached.

Review all the bids for compliance with your specifications. Make your written recommendation to the City Manager using the shared file "Council Agenda Items". Thank you.

Sincerely,

Daniel P. Malotky
Accountant

cc: Bill Walters

**BIDS RECEIVED LIST FOR LEAF BAGS FOR THE DEPARTMENT OF
PUBLIC SERVICES. BID REQUESTS MAILED 8/12/10. BIDS DUE MONDAY,
AUGUST 30, 2010.**

	<u>BID AMOUNT</u>
DANO ENTERPRISES 76 PROGRESS DR STAMFORD CT 06902 ATTN: JOEL EPHRAIM	\$.322/BAG \$.327/BAG (ALTERNATE) (BID BOND)
ACE-ST PIERRE 1490 STEWART RD MONROE MI 48162	NO BID
AMPAC PACKAGING LLC 12025 TRICON RD CINCINNATI OH 45246 ATTN: MICK LANDIS	NO BID
BEAR PACKAGING & SUPPLY INC 4265 CORPORATE DR MT PLEASANT MI 48858	NO BID
DURO BAG 7600 EMPIRE DR FLORENCE KY 41042	NO BID
ACO 23333 COMMERCE DR FARMINGTON HILLS MI 48333 ATTN: RICH HUNZICKER	NO BID
ROBERT DEGRAER 1555 HOLLYWOOD DR MONROE MI 48162	NO BID
SUN VALLEY FOODS PO BOX 38368 DETROIT MI 48238	\$.37/BAG \$.41/BAG (ALTERNATE) (BID BOND)
APPLIED INDUSTRIAL TECHNOLOGIES 6020 BENORE RD TOLEDO OH 43612-3906	\$.40/BAG \$.42/BAG (ALTERNATE) (OFFICIAL CHECK)
ELAR INC 1981 S COCHRAN CHARLOTTE MI 48813	\$.366/BAG \$.3697 (ALTERNATE) (OFFICIAL CHECK)

**ATLAS SPECIALTY BAGS INC
4282 13TH ST
WYANDOTTE MI 48192**

**\$.33/BAG
\$.36/BAG (ALTERNATE)
(NO BID BOND)**

**PABCO INDUSTRIES LLC
166 FRELINGHUYSEN AVE
NEWARK NJ 07114-1694**

**\$.31375/BAG
\$.3167/BAG (ALTERNATE)
(BID BOND)**

166 FRELINGHUYSEN AVENUE, NEWARK, NEW JERSEY 07114-1694
973-242-2200 • 800-832-BAGS (2247) • FAX 973-242-1044

BID FOR LEAF BAGS
DUE: MONDAY AUGUST 30TH, 2010 – 3PM

TO: CITY OF MONROE
CHARLES D. EVANS – CITY CLERK
120 EAST FIRST STREET
MONROE, MI 48161

SPECIFICATIONS:

Type: PSOS – Paper Self-Opening Style

Size: 30 Gallon Capacity: (16"x12"x35")

Construction: 2 Ply, 50lb Natural Kraft Wet Strength Paper

Packaging: 5 Bags Tri-folded & Single Strapped.
12 5-packs double strapped per master bdl. (60 bags/bdl)

Pallets: 27 Master Bundles per full pallet (324 5-packs)

Qty: 72,000 bags

Price: \$.31375 Per Bag

Alternate Bid: With imprint of "CITY OF MONROE" on one line and "2010" on next line below in minimum 2" high lettering. Print color to be red, green, blue or black per bid specifications.

Alternate Bid Price: \$.3167 Per Bag

Contact: Todd Sherman

PROPOSAL FORM

8/20/10
(date)

LEAF BAG PURCHASES

Bids due no later than 3:00 PM (local time) on Monday, August 30, 2010, in the City Clerk's office.

Honorable Mayor and City Council
120 E First St
Monroe MI 48161-2169

Dear Mayor and Council Members,

We, the undersigned, propose to furnish leaf bags in accordance with your specifications dated August 11, 2010, at the following price:

Lump Sum Bid Amount: *See attached Spec/Prices Page.*
Unprinted @ \$ 22,590.00 alternate w/print @ \$ 22,802.40

A Bid Bond, cashier's check, official check, certified check or money order in the amount equal to five percent (5%) of the total bid amount is enclosed herewith.

We will complete delivery (full shipment) of the leaf bags no later than September 24, 2010.

The City reserves the right to reject any or all bids, to waive any informalities and to make award in the best interest of the City. Bids sent through facsimile machines or e-mail are not acceptable.

The contractor agrees to indemnify and hold harmless the City of Monroe, Michigan from any possible liability.

Respectfully submitted,

Name of Bidder: Fabro Industries, Inc

Address: 166 Felmsbury Ave

Newark, NJ 07114

Phone: 973-272-2200

Signed By: Gilda Helma

Title: Managing Member

(Bidder may retain one copy of this form for his/her files.)



International Fidelity INSURANCE COMPANY

One Newark Center, 20th flr. Newark, New Jersey 07102-5207 1-800-333-4167 / (973) 624-7200 / WWW.IFIC.COM

Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____

Pabco Industries, LLC

as Principal, and **THE INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation of the State of New Jersey, as Surety, are hereby held and firmly bound unto

City of Monroe

in the penal sum of Five Percent (5%) of Amount Bid (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 30th day of August, 2010

The condition of the above obligation is such that whereas the Principal has submitted to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for Leaf Bag Bid

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said Contract, and for the payment of the persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid;

THEN, THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the said bid may be accepted; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals, to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, sealed and delivered in the presence of:

ATTEST:

ATTEST:

Bid Bond Date

August 30, 2010

Pabco Industries, LLC

Principal

INTERNATIONAL FIDELITY INSURANCE CO.

By:

Deborah L. Seretis

Attorney-In-Fact



International Fidelity
INSURANCE COMPANY

One Newark Center, 20th fl. Newark, New Jersey 07102-5207 1-800-333-4167 / (973) 624-7200 / WWW.IFIC.COM

The **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, hereby guarantees the proposal of
Pabco Industries, LLC

to City of Monroe

for Leaf Bag Bid

and further guarantees that if the contract is awarded to the said

Pabco Industries, LLC

that the said Pabco Industries, LLC

will execute said contract within the period of time required after its delivery for that purpose;

and further guarantees that if the contract is so awarded to the said

Pabco Industries, LLC

that it will become surety on bond guaranteeing the faithful performance of said contract.

In **Witness Whereof**, the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**

has caused this agreement to be signed by proper officers and its corporate seal to be hereunto

affixed, this 30th day of August, 2010

INTERNATIONAL FIDELITY INSURANCE COMPANY

By: Deborah L. Seretis
Deborah L. Seretis
Attorney-in-Fact

Bond No. _____

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

JOHN FORRESTER, DEBORAH L. SERETIS, DANIEL P. REGAN, ROBERT LAUDATI

Chatham, NJ.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY
[Signature]
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of August, 2010.

[Signature]
Assistant Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2009

ASSETS

Bonds (Amortized Value)	\$55,044,308
Common Stocks (Market Value)	52,514,550
Mortgage Loans on Real Estate	183,000
Cash & Bank Deposits	100,651,263
Short Term Investments	33,926
Other Invested Assets	4,000,000
Unpaid Premiums & Assumed Balances	5,820,812
Reinsurance Recoverable from Reinsurers	385,409
Electronic Data Processing Equipment	227,201
Investment Income Due and Accrued	479,074
Current Federal & Foreign Income Tax Recoverable & Interest Thereon...	1,331,490
Net Deferred Tax Assets	5,100,000
Other Assets	<u>2,151,913</u>
TOTAL ASSETS	<u>\$227,922,945</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$19,061,512
Loss Adjustment Expenses	4,934,305
Contingent Commissions & Other Similar Charges	3,494,103
Other Expenses (Excluding Taxes, Licenses and Fees)	3,790,080
Taxes, Licenses & Fees (Excluding Federal Income Tax)	864,178
Unearned Premiums	30,125,567
Dividends Declared & Unpaid: Policyholders	484,708
Ceded Reinsurance Premiums Payable	2,340,573
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	73,268,661
Provisions for Reinsurance	4,173
Other Liabilities	<u>3,816</u>
TOTAL LIABILITIES	<u>\$138,372,707</u>

Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Note	16,000,000
Unassigned Funds (Surplus)	<u>71,675,639</u>
Surplus as Regards Policyholders	<u>\$89,550,239</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$227,922,946</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2009, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24th day of February, 2010.

INTERNATIONAL FIDELITY INSURANCE COMPANY

Malotky, Daniel

From: Malotky, Daniel
Sent: Wednesday, August 11, 2010 9:30 AM
To: Malotky, Daniel
Subject: FW: Leaf Bag Bids

-----Original Message-----

From: Lewis, Patrick
Sent: Monday, July 06, 2009 5:55 PM
To: Malotky, Daniel
Cc: Walters, William; Wilson, Deborah
Subject: Leaf Bag Bids

Hi Dan,

As per our discussion this morning, the Public Services Department would like to work through your office for soliciting bids for our annual leaf bags for distribution to our residents. Here is the bid information:

Sealed bids due: Monday, August 30, 2010 at 3:00 P.M. in the Clerk-Treasurer's office.

Specifications:

1. Type: PSOS Paper, self-opening style
2. Size: 16" x 12" x 35", 30-gallon capacity
3. Construction: 2-ply, 50 pound Natural Kraft Wet Strength Paper
4. Packaging: 5 bags per double-strapped package, shipped on pallets
5. Delivery: Must be delivered to Public Services, no later than September 24, 2010 (full shipment)

Bidders should bid per bag for a total of 72,000 bags. (set up your line item however you would like)

Bid alternate: Imprint "CITY OF MONROE" on one line with "2010" below in, either red, green, blue, or black lettering, minimum 2" letter height. Bid alternate should also be for printing, per bag, 72,000 bags.

I have copied this to Bill and Deb, hopefully one of them will correct any problems they see with this, but please let me know when this is ready to go. Deb, can you also provide Dan with the names and addresses of previous bidders we may have on file? Thanks!

Patrick M. Lewis, P.E.
Director of Engineering and Public Services City of Monroe 120 East First Street Monroe, MI
48161 patrick.lewis@monroemi.gov
(734) 384-9124 phone
(734) 384-9108 fax



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CITY OF MONROE 2010 BRIDGE INSPECTIONS – CONSULTANT SELECTION

DISCUSSION: Every even-numbered year, the City of Monroe is mandated through the State of Michigan to inspect all bridges with a span length of more than 20 feet. Currently this includes three bridges over the River Raisin (Roessler Street, Macomb Street, and Winchester Street), the Kentucky Avenue bridge over Plum Creek, the East Elm Avenue bridge over Mason Run Drain, and the railroad underpass structure at North Dixie Highway. These inspections must include all elements that can be accessed, including, but not limited to, the deck surface, underside of the deck, any beam ends, abutments, piers, sidewalks, railings, roadway approaches, and slope protection. In 2000, 2002, 2004, and 2006, these required inspections were performed by the Engineering Department, and in 2008, they were performed by the Mannik and Smith Group. As you are likely aware, these very comprehensive inspections in 2008 uncovered a number of major deficiencies with the Winchester, Roessler, and Macomb bridges that led to passage of a 0.52 mil, 20-year bond issue for major repairs to these structures. The Winchester Street project to address these deficiencies is more than 50% complete, and the others are programmed for work in 2012 (Macomb) and 2013 (Roessler).

In 2008, large-scale inspections were performed, including the use of a “snooper” truck to readily access all beam ends and normally hidden elements, and “chain drag” on the bridge decks to reveal any hollow areas, as well as the typical visual inspections and minor non-destructive testing. As a result, the Engineering Department does not feel that any additional work is required beyond basic State-required inspection and reporting activities in 2010, especially given that all known major deficiencies are funded and scheduled to be addressed in the next few years. Since this is a service that can be provided by multiple firms, the City solicited proposals from all firms in southeastern Michigan that are pre-qualified through the Michigan Department of Transportation (MDOT) for this work. The Request for Proposals is attached to this Fact Sheet. It should be noted that since the Winchester Street bridge is undergoing extensive repairs this year, we will have the report forms filled out by the site inspector, as all elements are continuously being inspected and improved as we speak. In addition to the base proposal, we did solicit a request for additional work to determine if any scour is present under piers and abutments under water, which should be done every 5 years according to MDOT. The following firms submitted proposals:

<u>Firm</u>	<u>Base Price</u>	<u>Scour Inspection</u>
1. The Mannik and Smith Group (Frenchtown Twp., MI)	\$1,625	\$1,425 (not incl. E. Elm over Mason Run)
2. Great Lakes Engineering Group (Lansing, MI)	\$2,750	\$9,000
3. Spaulding DeDecker Associates (Detroit, MI)	\$2,960	\$11,600
4. Wade Trim Associates (Taylor, MI)	\$4,485	Not provided
5. Northwest Consultants (Canton, MI)	\$4,943	Not provided
6. Rowe Professional Services Company (Flint, MI)	\$6,200	\$2,160 (underwater camera)
7. NTH Consultants (Detroit, MI)	\$14,175	\$12,500

Upon review of the proposals, all seemed to be more than capable of performing our project inspections. The City has continued to be pleased with the performance of The Mannik and Smith Group in general, and particularly with the structural group that has been assisting us with the Winchester Street bridge project. Obviously, based on their work as the consultant in the 2008 inspections where initial base reporting and identification of most likely major defects has already been established, they have a built-in advantage in pricing over other firms, and that seems to be reflected in their quotation. In the opinion of the Engineering Department, we would continue to be well-served in continuing this relationship for this year’s inspections as well, particularly since their condition assessment and maintenance recommendations for the Winchester Street Bridge from 2008 have proven in the field to have been absolutely correct, and they submitted the lowest price for 2010 work. However, if the City Council should have some concerns about multiple inspection cycles without a “second opinion” from another firm, the Engineering Department would not object to any of the remaining firms as well. Given the relatively low price, we also recommend awarding the optional underwater work as well.

IT IS RECOMMENDED that the City award the attached contract for inspection services to The Mannik and Smith Group, in the amount of \$3,050, and that the Director of Engineering and Public Services be authorized to execute the agreement.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Inspections must be completed by November 2010.

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$3,050.00
Cost of This Project Approval	\$3,050.00
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>
Major Street Bridge Maint.	202-60.473-818.020	\$3,050.00

Other Funds

Budget Approval: _____

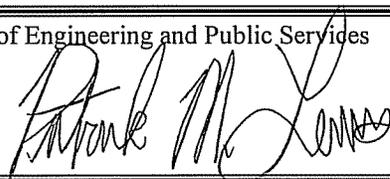
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: 09/01/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: September 7, 2010



**CITY OF MONROE
REQUEST FOR PROPOSALS
2010 BRIDGE INSPECTIONS**

1. Purpose of Work:

The City of Monroe is soliciting a Request for Proposals for the purpose of obtaining the services of a consulting firm to perform its biennial bridge inspections. Proposals will be accepted from only those firms that are pre-qualified through the Michigan Department of Transportation (MDOT) in the category "Bridge Safety Inspection". The City of Monroe is required to complete all inspections and reporting to MDOT no later than November 30, 2010.

2. Work to be Performed by Consultant:

Selected firm must be able to perform all inspection work using own personnel, vehicles, equipment, and complete all reporting through MDOT on behalf of the City of Monroe by November 30, 2010. Both the "Bridge Safety Inspection Report" (Form P2502) and the "Structure inventory and Appraisal" (Form 1717A) should be completed for each of the bridges subject to inspection. As each of the structures had a very thorough inspection performed in 2008 using a "snooper" vehicle, this is not necessary for 2010 work. However, inspection activities should be comprehensive enough to correctly ascertain the appropriate ratings and note any defects that are readily apparent without use of "snooper" type vehicle. All testing shall be non-destructive (other than the use of items such as small chipping hammers, chain drags, etc.). The City of Monroe has five (5) bridges that will require inspection in 2010 as follows:

1. East Elm Avenue over Mason Run Drain (Fed. ID 584450600040B01)
2. Roessler Street over River Raisin (Fed. ID 584450600062B01)
3. Macomb Street over River Raisin (Fed. ID 584450600081B01)
4. Kentucky Avenue over Plum Creek (Fed. ID 584450600096B01)
5. NS / CN Railroads over North Dixie Highway (Fed. ID 584450600087X01)

It should be noted that a sixth bridge, Winchester Street over the River Raisin, is NOT included in the above listing, as it is under-going extensive rehabilitation and the reporting will be done by the firm managing that project.

2008 inspection reports are available upon request and can be scanned to .pdf format.

3. Optional Work to be Performed by Consultant:

Depending on the available funds, the City of Monroe may wish to have underwater water inspections performed for one or more of the above bridges, to determine if scour is present. If able and willing to perform such work, firms should provide this as a separate price broken down for each location separately (does not apply to location #5).

4. Proposal Submission:

The proposal shall consist of as few pages as possible, and shall include, at a minimum, a listing of available project personnel with resumes and listing of qualifications, certifications, and general experience, statement of experience on similar projects, and any other relevant information. A complete listing of all fees for service shall be provided, including hourly employee rates (including overtime if applicable), mileage charges, testing equipment rates, and a description of any additional fees. As the City plans to use the respective professional services agreements forms provided by the consultant(s) in lieu of a standard form of its own, consultant shall provide this with the submittal as well. Liability insurance must be provided by the consultant, and evidence of this should be submitted in the proposal. Fuel surcharges should not be included, but should be considered a part of the mileage rate that will be charged if applicable.

Since the City wishes to ascertain the total required budget for these work activities, a "Not to Exceed" price should be listed for the total of all five (5) locations. As this is a professional services selection, the City reserves the right to award to any firm in its sole best interest, though the total "Not to Exceed" cost will be considered in determining the selected vendor. As noted in Section 3 above, interested vendors should also indicate if they are willing and able to perform the optional services, and the cost for each location separately. The optional services should not be included in the "Not to Exceed" base cost.

This Request for Proposals is being direct mailed to all Prequalified Vendors in the MDOT database in the "local area" as defined by having primary firm office telephone area codes of 734, 313, 517, 248, and 810, but the city will accept proposals from other firms as well. In order to allow for questions to be answered uniformly to all parties, vendors should indicate their intent to submit a proposal, and any questions, no later than 4:30 P.M. on Monday, August 23. Questions will be answered via fax or email by 4:30 P.M. on Tuesday, August 24.

Three (3) original submittals are due by 3:00 P.M. on Monday, August 30, 2010. The Engineering Department plans to award a contract at the September 7, 2010 City Council meeting, but submitting firms should be aware that it is possible this award could be delayed until the September 20 City Council meeting if additional time is desired to review proposals.

Proposal should be submitted to:
Patrick M. Lewis, P.E.
Director of Engineering and Public Services
City of Monroe
120 East First Street
Monroe, MI 48161
(734) 384-9124
(734) 384-9108 (fax)
patrick.lewis@monroemi.gov

5. Costs:

All prices shall be quoted in U.S. dollars. If any uncertainty exists, quote estimated costs or a range of costs. Unless respondents specifically note otherwise, any and all quoted prices will be considered firm through the duration of the contract term.

6. Selection Process:

Selection of the consultant(s) shall be based on the qualifications and past experience of all firms submitting proposals for the work, and costs, where a substantial difference exists. At the discretion of the Engineering Department, formal numerical ratings may or may not be released to the general public or submitting firms.

August 27, 2010

Mr. Patrick Lewis, PE
Director of Engineering & Public Services
City of Monroe
120 East First Street
Monroe, Michigan 48161

**Re: Request for Proposal
City of Monroe - 2010 Bridge Inspections**

Dear Mr. Lewis:

The Mannik & Smith Group, Inc. (MSG) is pleased to submit a proposal to perform the 2010 Bridge Inspections of five bridges located within the City of Monroe. Our proposal is based on information contained within your RFP provided on August 16, 2010.

Our understanding of this project is that the City of Monroe requires five bridges located within the City to be inspected in conformance with the current National Bridge Inspection Standards (NBIS), and all associated forms need to be completed. Information from the inspections will be used to update MDOT's Michigan Bridge Inspection System (MBIS).

The five structures to be inspected are as follows:

1. Macomb Street Bridge over the River Raisin
2. Roessler Street Bridge over the River Raisin
3. Kentucky Avenue Bridge over Plum Creek
4. East Elm Avenue Bridge over Mason Run Drain (east of I-75)
5. Norfolk Southern / Canadian National Railroad Bridge over North Dixie Highway (NS/CN)

The staff at MSG (Christopher Zangara, PE and Matt Mikolajczyk, PE) performing the inspections have completed the NHI Course No. 130055A "Safety Inspection of In-Service Bridges". In addition, MSG bridge engineers routinely perform bridge safety inspections and bridge design for MDOT, various local municipalities and other agencies.

Scope of Work

Following Notice to Proceed, MSG will gather all information from our previous inspection for each bridge. The information will be reviewed by our inspection team prior to performing the field work. MSG will review the information in the file along with all other known concerns with you. A field inspection of each bridge will be performed. The inspection will include a review of the superstructure, substructures, wearing surface, approaches, appurtenances, and channel adjacent and through the bridges. The inspection work will be performed from the ground or water using binoculars, waders, a boat (if necessary), and/or ladders. It is not our intent to perform the same level of inspection as performed during our previous inspection and reporting, such as viewing each structure with the snooper truck, as noted in the RFP. Concrete areas will be sounded in representative samples throughout each bridge. All areas of concern that are visually identified during the inspection will be scrutinized to determine extent of deterioration.

MSG sounded the entire deck surfaces of both the Macomb Street and Roessler Street Bridges in 2008 and provided exhibits within the report identifying the limits of deteriorated deck surfaces. Therefore, sounding of the entire deck surfaces will not be performed. Rather representative areas will be sounded using the exhibits developed in 2008 as a guide in identifying the limits of the unsound deck areas.

A boat will be used to access the deck underside and superstructure at East Elm Avenue. A visual inspection of the deck underside and superstructure will be performed from the boat.

Inspection of the southeast end of the Norfolk Southern / Canadian National RR Bridge will require temporary single lane closures of North Dixie Highway. The lane closures will be in conformance with the latest MUTCD requirements. We anticipate that the lane(s) will be closed for 1 to 2 hours maximum. A lane closure was utilized during the 2008 inspection to access the southerly end of the NS/CN Bridge. We anticipate a visual inspection from the ground surface for this structure during this inspection cycle.

As part of the bridge inspection a Bridge Safety Inspection Report (Form P2502) will be completed for each structure. This information will be used to update the Structure Inventory and Appraisal (Form 1717A) on MDOT's MBIS system.

In addition to filling out the standard inspection forms, MSG will also obtain pictures to document the existing condition of each bridge and surrounding elements.

Final deliverables for each bridge will include:

- Bridge safety inspection form marked up in red ink
- Updated BSIR and SI&A forms
- Photos

If funding becomes available and the City elects to move forward with underwater inspections MSG, through a subconsultant, will perform inspections of the piers and or abutments. Underwater inspection will include:

- Areas of the substructures below the water surface elevation on the day of inspection
- Channel bottom conditions around substructure footings to determine scour characteristics
- Photos of the substructures and channel bottom

We are anticipating that three of the five bridge locations would require underwater bridge inspections; Macomb Street, Roessler Street, and East Elm Avenue. Kentucky Avenue over Plum Creek is founded on or near rock with cobble spread throughout the bottom that can be visual inspected during normal flow conditions.

As an alternate to underwater inspection, we are proposing to probe along abutments and piers using waders or boat in lieu of scuba type equipment due to the shallow depth of water. A drawing of probing results will be provided. Inspections will be performed during low flow conditions. This will also provide a cost savings to the City.

Section 4 Proposal Requirements

In accordance with Section 4 Proposal Submission requirements, we are herewith attaching a copy of Mr. Zangara's resume listing his qualifications, certifications and experience. Obviously, Mr. Zangara is familiar with the City's bridges since he provided the last biennial inspection reports for these structures.

Mr. Zangara's billing rate is \$105.00 per hour. He will be assisted by Mr. Matt Mikolajczyk, PE whose billing rate is \$95.00 per hour. No overtime is anticipated for this work. There will be no mileage or equipment charges for this project. No additional fees are included in our not-to-exceed amount.

Our standard form of agreement is attached to this proposal for your use in acceptance and signature if you elect to have MSG perform this contract. In addition, MSG provides full general liability and professional liability insurance, copies of which are attached to this proposal.

Proposal Fees

Our fees (Cost Not to Exceed) for the proposed work outlined above are as follows:

Base Inspection Price:

Five (5) Bridge Inspections, photos and record updating **5 Each at \$325/Each = \$ 1,625.00 NTE**

Underwater Inspection:

Probing (wading or boat) for scour / void determination
Cost per each location (3 total) **3 Each at \$475/Each = \$ 1,425.00 NTE**

Alternate:

Utilizing Dive Team

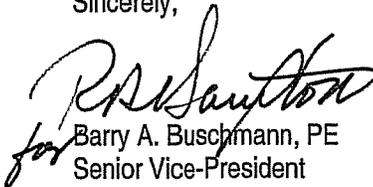
Inspection by others (proposal attached)

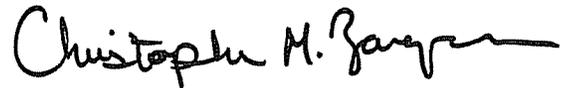
Assumptions for this Proposal

1. All bridge elements are accessible from the ground or water using step ladders, extension ladders or binoculars.
2. Water surface elevation at bridges along the River Raisin will allow the use of ladders to access substructure and superstructure elements.
3. Representative concrete area sounding will be performed in lieu of sounding all concrete areas.
4. All superstructure elements not accessible by ladder will be visually inspected from land or a boat using binoculars as necessary.
5. Work to complete the underwater inspections is not included with the base inspection price and will be performed following notice to proceed by the City of Monroe Engineering Department utilizing probing or dive team as directed.

We appreciate the opportunity to submit a proposal for this work and look forward to working with the City of Monroe on this project.

Sincerely,


for Barry A. Buschmann, PE
Senior Vice-President



Christopher M. Zangara
Bridge Design Engineer / Project 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 27, 2010

Proposal Number: OP100953

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 27, 2010
Date

The Mannik & Smith Group, Inc.
Standard Terms & Conditions

Services The Mannik & Smith Group, Inc. (MSG) will perform services for the Project as set forth in the MSG proposal and in accordance with these Terms & Conditions. MSG has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Additional Services The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service MSG shall perform the services for the Project in a timely manner consistent with sound professional practice. MSG will strive to perform its services according to the Project schedule set forth in the MSG proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. MSG shall be entitled to an extension of time and compensation adjustment for any delay beyond MSG control.

Compensation In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the MSG proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Tasks/Work Orders, MSG may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the project is not exceeded.

Payment Definitions The following definitions shall apply to methods of payment:

Cost Plus is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.

Lump Sum is defined as a fixed price amount for the scope of services described.

Standard Rates is defined as individual time multiplied by standard billing rates for that individual.

Subcontracted Services are defined as Project related services provided by other parties to MSG.

Reimbursable Expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 days shall give MSG the right to suspend services until payments are current. Non-payment beyond 70 days shall be just cause for termination by MSG.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by MSG is the only authorized representative to make decisions or commitments on behalf of MSG. The Client shall designate a representative with similar authority.

Buried Utilities Where applicable to the Project, MSG will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against MSG for damages to underground improvements resulting from subsurface penetration locations established by MSG, except for damages caused by the sole negligence or willful misconduct of MSG.

Compliance with Laws MSG shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Confidentiality MSG will hold in confidence any information about the Client's operations which would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information which is released from its confidential status by the Client.

- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this project or agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

Consequential Damages Neither the Client nor MSG shall be liable to the other for any consequential damages regardless of the nature or fault.

Cost Opinions MSG shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that actual costs may vary from the cost opinions prepared and that MSG offers no guarantee related to the Project cost.

Defects in Service The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate

under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, MSG shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify MSG from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of MSG.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Indemnification MSG shall indemnify the Client from any reasonable damages caused solely by the negligent act, error, or omission of MSG in the performance of services under the Project. If such damage results in part by the negligence of another party, MSG shall be liable only to the extent of their proportional negligence.

Independent Consultant MSG shall serve as an independent consultant for services provided under this agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

Information from Other Parties The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance MSG will maintain the following insurance and coverage limits during the period of service. Upon

request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- | | |
|--------------------------------|---|
| - Worker's Compensation | As required by applicable state statute |
| - Commercial General Liability | \$1,000,000 per occurrence (bodily injury including death & property damage)
\$2,000,000 aggregate |
| - Automobile Liability | \$2,000,000 combined single limit for bodily injury and property damage |
| - Professional Liability | \$2,000,000 each claim and in the aggregate |

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Legal Expense In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within 30 days of the court action.

Lien Rights MSG may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

Ownership of Documents Documents prepared by MSG for the Project are instruments of services and

shall remain the property of MSG. Record documents of service shall be based on the printed copy. If specified in the MSG proposal, MSG will furnish documents electronically; however, the client releases MSG from any liability that may result from documents used in this form. MSG shall be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

Permits and Approvals MSG will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Safety MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Site Access The Client shall obtain all necessary approvals for MSG to access the Project site(s).

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Standard of Care Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by MSG with cause upon fourteen (14) days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices within fourteen (14) days. MSG

shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or MSG may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) days.

Third Party Claims The Client will compensate MSG for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of MSG.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Revised January 2007

PROFESSIONAL BACKGROUND

Mr. Zangara has more than 16 years of experience in the design, analysis and inspection of highway and railroad structures. He has been involved in 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 and inspection, county drain and culvert analysis, hydraulic modeling and analysis associated with backwater computations and MDNRE Permitting. Mr. Zangara is very knowledgeable with the national AASHTO and AREMA specifications and MDOT/ODOT standards and procedures for the design of bridges. He has completed the FHWA NHI Course No. 130055A Safety Inspection of In-Service Bridges and is a qualified Team Leader. Mr. Zangara remains current in the area of bridge engineering by regularly attending conferences and workshops.

SPECIALIZATION

Highway/Railroad Bridge Design

Bridge Engineer associated with the development of contract plans and specifications for the construction and rehabilitation of bridge infrastructure projects. Mr. Zangara has intimate knowledge of the policies, specifications and standards required for use in the development of projects for all public agencies served. Mr. Zangara's designs have encompassed both conventional and prestressed concrete members (including slabs, box beams, and I-beams), steel members (both rolled beams and plate girders) and timber members. In addition to his structure expertise, he 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.

Hydraulic Analysis

Mr. Zangara's experience also includes hydrologic and hydraulic analyses associated with backwater computation for bridge and hydraulic design. He is well versed in and routinely uses HEC-RAS, H4-8 and other hydraulic modeling software in his engineering practice.

Project Management

Mr. Zangara is a certified Project Manager in accordance with MSG's PMPM (Project Management Process Manual) He has served as Project Manager for numerous projects associated with the improvement and construction of infrastructure related projects. Involvement in projects includes development of proposal documents, direction of engineering staff, prioritization of work, budgetary management and technical direction.

CAREER EXPERIENCE

The Mannik & Smith Group, Inc.
Other Firms

1996-Present
1994-1996

SPECIALIZATION:

- Highway/Railroad Bridge Design
- Hydraulic Analysis
- Project Management

CERTIFICATIONS / AFFILIATIONS:

- Registered Professional Engineer, State of Ohio #64131
- Registered Professional Engineer, State of Michigan #45892
- Certified in Safety Inspection of In-Service Bridges NHI Course No. 130055A

EDUCATION:

- B.S. Civil Engineering
University of Toledo, 1994

REPRESENTATIVE PROJECT EXPERIENCE

- **City of Monroe 2008 Biennial Bridge Inspection; City of Monroe, Michigan**
Project Manager/Team Leader for the completion of the biennial bridge inspections for 6 city owned bridges in the City of Monroe. Project included field inspection and review, completion of the MDOT BSIR Forms, updating ratings, updating SI&A Forms and development of a report for each bridge. Report included findings and recommendations for repair and/or preventative maintenance.
- **City of Woodhaven 2007, 2009 Biennial Bridge Inspection; Woodhaven, Michigan**
Project Manager/Team Leader for the completion of the biennial bridge inspections for city owned bridge in the City of Woodhaven. Project included field inspection and review, completion of the MDOT CSIR Form, updating ratings, updating SI&A Form and development of a comprehensive report. Report included findings and recommendations for repair and/or preventative maintenance.
- **City of Saline 2009 Biennial Bridge Inspection; Saline, Michigan**
Project Manager/Team Leader for the completion of the biennial bridge inspections for city owned culverts and bridges in the City of Saline. Project included field inspection and review, completion of the MDOT CSIR Form, updating ratings, updating SI&A Form and development of a comprehensive report. Report included findings and recommendations for repair and/or preventative maintenance.
- **Winchester Street Bridge Rehabilitation; City of Monroe, Michigan**
Project Engineer for the development of construction plans and specifications for rehabilitation of a 5-span (100' – 100' – 100' – 100' – 100') 500' long bridge. The project included rehabilitation of prestressed concrete I-Beam ends, deck joints, and substructure units. Plans from previous MDOT Prestressed concrete beam-end repairs were utilized in plan development. MSG is providing construction assistance including coordination with the contractor, inspection, testing and survey. The project is currently under construction.
- **Winchester, Macomb & Roessler Street Load Rating Analysis; City of Monroe, Michigan**
Project Manager responsible for a Load Rating Analysis of 3 bridges owned by the City of Monroe. Load rating was recommended based on existing condition of bridges and was used to determine the necessity for load postings. The Load Factor Design (LFD) method of load rating provided by AASHTO's manual for condition evaluation of bridges and MDOT's Bridge Analysis Guide was used to perform the analysis. A summary report was provided to the City.
- **Michigan Avenue Bridge Replacement Project; City of Monroe, Michigan**
Project Manager responsible for the development of construction plans and specifications for replacement of a single span 19' Slab Bridge with a precast box structure. A hydraulic analysis and MDEQ Joint Permit were required.
- **Michigan Avenue Bridge Inspection & Study; City of Monroe, Michigan**
Project Manager for the inspection and study of existing 15' span slab culvert. Evaluated existing conditions of bridge components, approach roadway and channel. Included development of a report which included, existing condition, rehabilitation options and recommendations.
- **Norfolk Southern & CN Railroad Grade Separation; City of Monroe; Monroe, Michigan**
Project Engineer for the preparation of construction plans for railroad structure over North Dixie Highway Underpass. The bridge structure consists of dual single span (30.00m) steel girder superstructures with reinforced concrete ballasted decks supported by singular full height reinforced concrete abutments founded on bedrock. The singular substructures were designed to hold up dual superstructures in order to comply with both Norfolk Southern and Canadian National design and construction requirements. Additional items included in the design are; reinforced concrete cantilever wingwalls, MSE retaining walls along the North Dixie Highway corridor, and temporary shoring wall consisting of structural steel soldier piles with timber lagging and grouted

rock anchor tie-backs to restrain construction excavation adjacent to temporary relocation of CN rail line during construction. Design was reviewed by MDOT, City of Monroe, Norfolk Southern & Canadian National.

- **Bridge Scoping Project, Control Sec. (Multiple), Job. No. 56675; MDOT; Metro Region**
Project Engineer for the work required to provide scoping services for 17 bridges in the Metro Region. Both vehicular and railroad grade separation structure were included in this contract. Work tasks included detailed bridge inspection and documentation, structural capacity and rating evaluation, development of repair/replacement options, life cycle cost analyses and report preparation.
- **Biennial Bridge Inspection; City of Adrian, Michigan**
Project Engineer for the bi-annual inspection of seven (7) structures in the City of Adrian, Michigan. Performed detailed field inspection of each structure, performed rating analyses and inventory forms as required by FHWA to conform with current bridge infrastructure inventory and rating requirements.
- **Bridge Scoping Project for Railroad Structures and Schaefer Road, Control Sec. 82022, Job No. 58150; MDOT; Dearborn, Michigan**
Project Engineer responsible for inspection of two railroad structures and Schaefer Road over the Access Road to Gate #10 of Ford Motor Company's Rouge Steel Complex in Dearborn, MI. Work included detailed inspection of all structural components, vertical clearance measurements, inspection of approach roadway elements, determination of existing conditions, repair/replace options, life cycle cost analysis and report preparation.
- **Draper-Houston Meadows Preserve Bridge over Saline River; York Township, Michigan**
Project Manager for the development of construction plans and specifications for a pedestrian bridge replacement. The existing bridge is a 40' span, 4-stringer, steel I-beam bridge supported on concrete abutments with unknown foundations. The proposed replacement structure is a prefabricated steel truss supported by curtain wall abutments founded on driven piles. MDEQ permitting required.
- **Pedestrian Bridge Under Michigan Avenue Feasibility Study; Ypsilanti, Michigan**
Project Manager/Lead Designer for the development of a feasibility study to determine if a new pedestrian structure could be constructed below the existing Michigan Avenue Bridge over the Huron River in Ypsilanti, Michigan. Study included survey, concept design, and site review, coordination with MDOT, MDNRE, City of Ypsilanti and YCUA. MSG coordinated with Eastern Michigan University to utilize students to collect survey data.
- **Wilcox Road over South Branch Macon Drain; Dundee, Michigan**
Project Manager for the development of construction plans and specifications for replacement of a single span 37' multiple steel beam bridge with a 60' span side by side concrete box beam bridge. A hydraulic analysis was developed and reviewed by the MDEQ to obtain approval for a joint permit.
- **Petersburg Road over Bear Swamp Creek; Milan Township, Michigan**
Project Manager for the development of construction plans and specifications for replacement of a single span 20' timber deck bridge with a 22' span pre-cast 3-sided culvert. HECRAS model and MDEQ Permit were developed and approved by the MDEQ.
- **North Stony Creek Road Rehabilitation; Monroe, Michigan**
Project Manager for the development of construction plans and specifications for rehabilitation of approximately 2 miles of county roadway. The proposed design was based on current MDOT, AASHTO, and Monroe County standard specifications. The design included widening the roadway to accommodate 2-11' lanes, and a combination of paved and gravel shoulders. New storm water drainage features were included for storm water run-off.

- **US Turnpike Over Mouillee Creek; Monroe Co. Rd. Commission; Monroe County, Michigan**
Project Leader and Lead Bridge Design Engineer for the development of construction plans and specifications for design of a single span side by side prestressed concrete box beam structure, supported by stub abutments and founded on drilled shafts keyed into bedrock. The design of the structure was based on the current MDOT and AASHTO standards, along with requirements from the Monroe County Road Commission. This structure was analyzed for Class A Overloads.
- **North Dixie Highway over Stony Creek; Monroe County Road Commission; Monroe County, Michigan**
Lead Bridge Design Engineer for the development of construction plans and specifications for removing and replacing the existing three-span, side by side multiple concrete box beam superstructure. The proposed superstructure was designed to accommodate an additional traffic lane. Required design loading was standard AASHTO HS20, and an analysis for Class A Overloads. The existing substructure units were modified and re-used. Approach work included complete reconstruction of pavement and a curbed intersection to accommodate 3 traffic lanes across the widened structure. Staged construction utilizing temporary signals was implemented to maintain traffic during construction.
- **Hurd Road Over Sandy Creek Bridge Replacement; Monroe Co. Rd. Commission; Monroe County, Michigan**
Lead Bridge Design Engineer for the development of construction plans and specifications for removing and replacing the existing single-span, multiple steel beam structure with a single barrel 22' span x 10' rise pre-cast, three-sided box culvert. Design also included full height reinforced concrete cantilever wingwalls with spread footings, hydraulic backwater analysis, and MDEQ permit Application preparation.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE
1/16/2009

PRODUCER (419)893-3807
Dussel Insurance Agency

111 East Indiana

Maumee, OH 43537

INSURED THE MANNIK & SMITH GROUP, INC.
1800 INDIAN WOOD CIRCLE

MAUMEE, OH 43537

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: THE CINCINNATI INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GPP 557 0539	02/01/2009	02/01/2012	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> EMPLOYERS LIABILITY				PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> CONTRACTURAL LIABILITY				GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	CPA 557 0539	02/01/2009	02/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY	CCC 557 0539	02/01/2009	02/01/2012	EACH OCCURRENCE	\$6,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$6,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 191 7754 03	07/01/2007	07/01/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	MICHIGAN WORKERS COMP.				E.L. EACH ACCIDENT	\$500,000
					E.L. DISEASE - EA EMPLOYEE	\$500,000
					E.L. DISEASE - POLICY LIMIT	\$500,000
A	OTHER	CPA 557 0539	02/01/2009	02/01/2012	COVERAGE	50,000
	RENTAL VEHICLES				COMP	500 DED
	PHYSICAL DAMAGE				COLL	1,000 DED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

OP ID PC
MANNI-1

DATE (MM/DD/YYYY)

01/05/10

PRODUCER Selvaggio, Teske & Associates 3401 Enterprise Pkwy. Ste. 101 Beachwood OH 44122 Phone: 216-839-2800 Fax: 216-839-2815	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED The Mannik & Smith Group, Inc. 1800 Indian Wood Circle Maumee OH 43537	INSURER A: <u>Steadfast Insurance Company</u>	26387
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

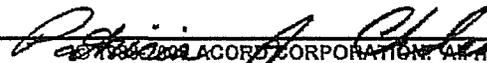
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below OTHER <input type="checkbox"/> Y/N				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		Professional Liab. Claims-Made	PEC586191505	10/16/09	10/16/10	Ea. Claim 2,000,000 Aggregate 3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Coverage B: Contractor's Pollution Liability Included. \$50,000 deductible.						

CERTIFICATE HOLDER

CANCELLATION

SPEC-01 Specimen For Purposes of Evidencing Coverage Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

ACORD 25 (2009/01)

© 2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WEST SIDE FIRE STATION RENOVATIONS – DESIGN PROFESSIONAL SERVICES AWARD

DISCUSSION: As a part of the 2010-11 Capital Improvements Program, the City Council funded \$40,000 for replacement of the apparatus room roof at the West Side Fire Station. As you may remember, the City had contemplated this work in 2009, but the funds allocated originally for this project were re-programmed for use on the higher-priority capital improvements that were completed on the Central Fire Station. Typically, the City will utilize the services of an Architect on a project of this type. A contract in the amount of \$19,178 for design services for both the Central Fire Station and West Side Fire Station was awarded at the July 6, 2009 City Council meeting, and was the result of review of competing proposals from two local architects that have both served us well in the past. At this point, all of their original work activities are completed, and there is approximately \$2,200 left in the original contract. Since they did undertake some background research on the West Side Fire Station as a part of last year's contract, it makes sense that they be retained to complete required design for this year's work as well. As with work on the Central Fire Station, the Engineering Department is working with the Fire Department to scope the project and to administer the construction contracts in with technical assistance from the Architect. Although most of the costs will be incurred with the apparatus roof replacement, other work that will be contemplated and included in the bid as "alternates" includes roof replacement on the lower roof and office area, replacement of glass block in the apparatus room, and cleaning and coating of existing steel in various locations on the building.

The proposed agreement from Jacobs Architects is attached for your review. The total "Not to Exceed" cost is listed as \$4,600, but it should be noted that, as stated above, \$2,200 is still remaining in the original contract, meaning that only \$2,400 in additional funding will be required for this award. While this could easily be treated as a separate Professional Services Agreement under \$5,000 and thus not subject to City Council approval, nonetheless it was felt appropriate to bring this to your attention for approval.

IT IS RECOMMENDED that the City Council award a contract for the design and construction administration for the West Side Fire Station Renovations project to James S. Jacobs Architects, PLLC in the amount of \$4,600, as per the attached proposal. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to sign the contract 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: Project needs to be bid in September to ensure completion of work in 2010

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, Fire Department

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$40,000
	Cost of This Project Approval	\$4,600
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	City	Account Number	Amount
	West Side FS Roof Repl.	401-95.336-818.020 10C06	\$ 2,400
	Prev. allocation (same proj.)	401-95.336-818.020 10C06	\$ 2,200*

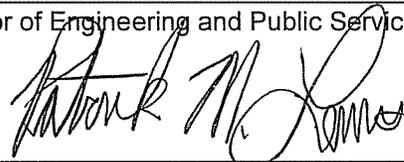
*Does not need to be re-allocated, already approved with 2009 project.

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 09/01/10

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: September 7, 2010

DRAFT AIA® Document B105™ - 2007

DRAFT

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the « 15th » day of « August » in the year « 2010. »
(In words, indicate day, month and year.)

BETWEEN the Owner: 200914-3 City of Monroe West Side Fires Station
(Name, legal status, address and other information)

« City of Monroe »
« Department of Engineering »
« 120 East First Street »
« Monroe, Michigan 48161 »
« Attn: Patrick Lewis P.E. »

and the Architect:
(Name, legal status, address and other information)

« James S. Jacobs Architects PLLC »
« 25 Washington Street »
« Monroe, Michigan 48161 »
« 734-241-7933 »

for the following Project:
(Name, location and detailed description)

« 200914-3 West Side Fire Station - Roof Modifications & Improvements »
« Reroof Apparatus Room. Proposed Alternates as follows. »
« Alternate: Reroof remainder of lower roof and office area. »
« Alternate: New glass block windows to replace existing »
« Alternate: Exposed steel to be cleaned, repaired and painted. »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

1. « Describe the project requirements for the Owner's approval
2. Develop a design solution based on the approved project requirements
3. Upon the Owner's approval of the design solution, prepare Construction Documents indicating requirements for construction of the project
4. Assist the Owner in filing documents required for the approval of governmental authorities
5. Prepare Documents for Bidding and Negotiations
6. Fire protection systems analysis and design consultation services for the Central Fire Station apparatus room only
7. Construction Administration and Observation Services

Services not included:

- Civil Engineering Services and site plan approval
- Structural analysis and design consultation services
- Plumbing, mechanical, electrical analysis and design consultation services
- Detailed written material specifications (Project Manual)
- Renderings and/or models
- Professional photographic documentation
- Phone and data communications systems design and documentation.

Note: Any and all of the above excluded services can be provided upon request as additional services.

Jacobs Architects would consult with the following specialized consultants, if required. Fees for these specialized consulting services would be billed as reimbursable expenses and are in addition to the Jacobs Architects' fee. These services will not be provided without prior approval from the owner.

- EKL Engineering, Ltd. — Structural analysis and design. These services would be provided on an hourly basis as needed
- JDRM Engineering, Inc. — Plumbing, Mechanical, Electrical, Fire Protection and Communications Consultants. These services would be provided on an hourly basis as needed.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project,

such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect, including those in electronic format, are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

« Services to be provided on an hourly basis using the current hourly rate fee schedule, not to exceed forty-six hundred (\$4,600.00) dollars, plus reimbursable expenses due and payable upon receipt.

Architect's fees to be invoiced hourly in accordance with the following schedule.

Clerical	\$35.00
Drafter	\$42.00
Designer	\$50.00
Architect	\$66.00
Project Manager	\$75.00
Project Architect	\$82.50
Principal	\$90.00

Hourly rates are computed in fifteen minute increments rounded to the nearest increment. Consultant fees and reimbursable expenses are charged at 1.10 times cost.

»

Final Construction Documents will only be issued to the Owner following final payment for work completed.

The Owner shall pay the Architect an initial payment of « zero » (\$ « 0.00 ») as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus « ten » percent (« 10 » %). Possible reimbursable expenses include: long distance telephone calls, round trip expenses from and to

the Architect's office if more than 10 miles, allocated to this project, reproductions, plotting, governmental agency fees paid on behalf of the client.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid ~~« thirty »~~ (~~« 30 »~~) days after the invoice date shall bear interest from the date payment is due at the rate of ~~« one and one-half »~~ percent (~~« 1.50 »~~ %) ~~« monthly »~~, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within ~~« six »~~ (~~« 6 »~~) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

~~« 7.1 If a dispute arises out of or is related to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation through a mutually selected mediator before having recourse to arbitration or a judicial forum.~~

~~7.2 In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his subconsultants to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his subconsultants to all those named shall not exceed five thousand dollars (\$5,000.00) or the Architect's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law. It is intended by the parties that this provision is not an indemnity, but a good faith agreement by the parties to place a reasonable and responsible limit for the amount of liability assumed by each party.~~

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

~~« » » » »~~

(Printed name and title)

(Signature)

~~« James S. Jacobs AIA Principal & Member » » » »~~

(Printed name and title)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CITY HALL WINDOW REPLACEMENT AND MASONRY RESTORATION – DESIGN PROFESSIONAL SERVICES CHANGE ORDER

DISCUSSION: The City of Monroe has budgeted funding through the Capital Improvements Program in past years for substantial work on Monroe City Hall, which is now more than 30 years old. The Building and Engineering Departments have been coordinating the design and bidding of the project, and James S. Jacobs Architects, PLLC has been the designer on the work. A contract in the amount of \$7,500 for design services was awarded at the April 5, 2010 City Council meeting, and was the result of review of competing proposals from two local architects that have both served us well in the past. Bids for the work are due on September 13, and we are planning to recommend award to the City Council on September 20, provided the bids are acceptable. To finance the project, the City is utilizing a share of the County's Recovery Zone Bonds as authorized by the American Recovery and Reinvestment Act (ARRA) of 2009, which will allow for an extremely low interest rate.

During the design process, various Department Heads and the City Manager directed the Architect to provide design services for additional work items that were not in the scope of the original contract. Some of these were included in the base bid, but some of these design elements have been placed into the bid documents as "alternates", which means that they can be awarded separately from the base bid, or not awarded at all if the budget does not allow. The additional items are delineated in the attached agreement as well, but include the following items:

1. Replacement of Pump Room Windows at the Water Filtration Plant
2. Installation of new emergency exit door from the Council Chamber
3. Installation of new exit door from the First Floor Conference Room
4. Installation of new canopy overhang at Macomb Street entrance
5. Re-installation of historic City Hall sign on building

Items 4 and 5 have been included in the base bid, and the others are set aside as alternates.

Jacobs Architects has prepared a contract amendment to their original contract for a "Not to Exceed" price of \$4,800 to include design work on the above items. While this could easily be treated as a separate Professional Services Agreement under \$5,000 and thus not subject to City Council approval, nonetheless it was felt appropriate to bring this to your attention for approval to provide as much openness on the project costs and design changes as possible, though much of the work has already been completed. Attached, please find a summary of invoices that are due for payment under both the original contract and the amendment for which approval is sought by this Fact Sheet.

IT IS RECOMMENDED that the City Council award an amendment to the original design contract for to James S. Jacobs Architects, PLLC in the amount of \$4,800, as per the attached agreement. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services or the Building Official 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: As soon as possible

REASON FOR DEADLINE: Project is already being advertised for bids and the Architect has already incurred some of the costs covered under this agreement.

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, Building Department, Water Department, City Hall and Filtration Plant users

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$325,000*
Cost of This Project Approval	\$4,800
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

*Approximate cost of contract work, plus design services

SOURCE OF FUNDS:

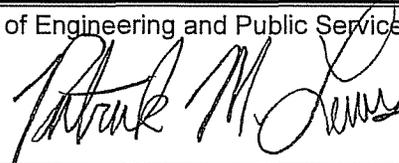
City	Account Number	Amount
City Hall Improvements	401-95.265-818.020 09C04	\$3,505.50
Pump Room Window Repl.	591-40.537-975.000 10W06	\$1,294.50

Other Funds

Budget Approval: _____

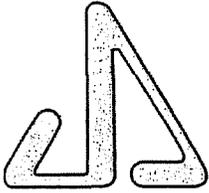
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 09/01/10

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: September 7, 2010



JAMES S. JACOBS ARCHITECTS, PLLC

25 WASHINGTON STREET • MONROE, MICHIGAN 48161 • (734) 241-7933

August 24, 2010

City of Monroe
Department of Engineering
120 East First Street
Monroe, Michigan 48161
Attn. Patrick Lewis, P.E.

Re: Projects 200916 & 200916-1,2,3,4,5
200916 Window Replacement & Masonry Restoration
201016-1 Water Treatment Plant
201016-2 Council Chamber Doors
201016-3 Conference Room Doors
201016-4 Canopy @ S. Macomb Street & Parking Lot
201016-4 Move Signage from South Macomb Street to Parking Lot

Pat,

We are enclosing two final copies of AIA Agreement B105-2007 Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial for your signature.

Total amount invoiced for all projects #2009-1,2,3,4,5 is NTE (not to exceed) four thousand eight hundred (\$4,800.00) dollars invoiced hourly in accordance with the attached hourly rate schedule.

Enclosed is a spreadsheet detailing the invoices for project 200916 and 200916-1,2,3,4,5 through July 31, 2010.

Project 200916 is a Fixed Fee Project = \$7,500.00

Project 200916-1,2,3,4,5 is a NTE (not to exceed) project = \$4,800.00 invoiced hourly.

Enclosed are the invoices for August 1, 2010 for the work performed through July 31st on projects 200916 and 200916-1,2,3,4,5.

If you have questions, please contact us.

Sincerely,
JAMES S. JACOBS ARCHITECTS, PLLC

James S. Jacobs, AIA

August 1, 2010

City of Monroe – Window Replacement & Masonry Restoration

Invoiced Project 200916 & 200916-1,2,3,4,5

200916, Fixed Fee Project = \$7,500.00

Project #	Project	Invoice Date	Number	Invoice Amount	Reimbursable Expenses	Services
200916	Window Replacement & Masonry	06-01-10	25564	760.00	10.00	750.00
		07-01-10	25578	3000.00		3000.00
		08-01-10	25602	1887.00	12.00	1875.00
	Totals to Date			5647.00	22.00	5625.00
	Contract Amount Fixed					7500.00
	Balance to Finish					1875.00

200916-1,2,3,4,5 Hourly, Not to Exceed Project = \$4,800.00

Project #	Project	Invoice Date	Number	Invoice Amount	Reimbursable Expenses	Services
200916-1	Water Treatment Plant	07-01-10	25579	599.50	0.00	599.50
		08-01-10	25603	695.00	0.00	695.00
200916-2	Council Chamber Doors	07-01-10	25580	367.00	0.00	367.00
		08-01-10	25604	200.00	0.00	200.00
200916-3	Conference Room Doors	07-01-10	25581	334.00	0.00	334.00
		08-01-10	25605	167.00	0.00	167.00
200916-4	Canopy @S. Macb & Pkng Lot	08-01-10	25606	1227.00	0.00	1227.00
200916-5	Move Signf/S.Macomb to PLt	08-01-10	25607	268.00	0.00	268.00
	Totals to Date			3857.50		3857.50
	Contract Amount NTE					4800.00

DRAFT AIA® Document B105™ - 2007

DRAFT

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the «first» day of «June» in the year «2010»
(In words, indicate day, month and year.)

BETWEEN the Owner: 201016-1,2,3,4,5
(Name, legal status, address and other information)

«City of Monroe»
«Department of Engineering»
«120 East First Street»
«Monroe, Michigan 48161»
Attn: Patrick Lewis P.E.»

and the Architect:
(Name, legal status, address and other information)

«James S. Jacobs Architects PLLC»
«25 Washington Street»
«Monroe, Michigan 48161»
«734-241-7933»

for the following Project:
(Name, location and detailed description)

«200916-1,2,3,4,5 City of Monroe»
«City of Monroe»
120 East First Street
Monroe, Michigan 48161

200916-1,2,3,4,5 City of Monroe
200916-1 Water Treatment Plant »
200916-2 Council Chamber Doors
200916-3 Conference Room Doors
200916-4 Canopy @ S. Macomb & Parking Lot
200916-5 Move Signage from S. Macomb to Park Lot side of building »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

1. « « Describe the project requirements for the Owner's approval
2. Develop a design solution based on the approved project requirements
3. Upon the Owner's approval of the design solution, prepare Construction Documents indicating requirements for construction of the project
4. Assist the Owner in filing documents required for the approval of governmental authorities
5. Prepare Documents for Bidding and Negotiations
6. Construction Administration and Observation Services

Services not included:

- Civil Engineering Services and site plan approval
- Structural analysis and design consultation services
- Plumbing, mechanical, electrical analysis and design consultation services
- Detailed written material specifications (Project Manual)
- Renderings and/or models
- Professional photographic documentation
- Phone and data communications systems design and documentation.

Note: Any and all of the above excluded services can be provided upon request as additional services.

Jacobs Architects would consult with the following specialized consultants, if required. Fees for these specialized consulting services would be billed as reimbursable expenses and are in addition to the Jacobs Architects' fee. These services will not be provided without prior approval from the owner.

- LKE Engineering Ltd. – Structural analysis and design. These services would be provided on an hourly basis as needed.
- JDRM Engineering, Inc. – Plumbing, Mechanical, Electrical, Fire Protection and Communications Consultants. These services would be provided on an hourly basis as needed.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information;

geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect, including those in electronic format, are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

« Services to be provided on an hourly basis using the current hourly rate fee schedule, not to exceed forty-eight hundred (\$4,800.00) dollars, plus reimbursable expenses due and payable upon receipt.

Architect's fees to be invoiced hourly in accordance with the following schedule:

Clerical	\$35.00
Drafter	\$42.00
Designer	\$50.00
Architect	\$66.00
Project Manager	\$75.00
Project Architect	\$82.50
Principal	\$90.00

Hourly rates are computed in fifteen minute increments rounded to the nearest increment. Consultant fees and reimbursable expenses are charged at 1.10 times cost.

Final Construction Drawings will only be issued to the Owner following final payment for work completed.»

The Owner shall pay the Architect an initial payment of «zero» (\$ «0.00») as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus «ten» percent («10» %).

Possible reimbursable expenses include: long distance telephone calls, round trip expenses from and to the Architect's office if more than 10 miles, allocated to this project, reproductions, plotting, governmental agency fees paid on behalf of the client.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid ~~«thirty»~~ («30») days after the invoice date shall bear interest from the date payment is due at the rate of ~~«one and one-half»~~ percent («1.50» %) ~~«monthly»~~, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within ~~«six»~~ («6») months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

~~«7.1 If a dispute arises out of or is related to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation through a mutually selected mediator before having recourse to arbitration or a judicial forum.»~~

~~7.2 In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his subconsultants to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his subconsultants to all those named shall not exceed five thousand dollars (\$5,000.00) or the Architect's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law. It is intended by the parties that this provision is not an indemnity, but a good faith agreement by the parties to place a reasonable and responsible limit for the amount of liability assumed by each party.»~~

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

~~« »~~

(Printed name and title)

(Signature)

~~« James S. Jacobs AIA, Principal & Member »~~

(Printed name and title)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: PAVING SPECIAL ASSESSMENT DISTRICT 331 REIMBURSEMENT

DISCUSSION: Paving Special Assessment District Number 331 was confirmed by the City Council in October 2009, to facilitate completion of the roadway paving in Mason Run II (north of Noble Avenue) that was never finished by the developer as required. At the August 16, 2010 City Council meeting, a release and settlement from Lexon Insurance Company, the bonding company representing the project developer, was approved by the City Council. As a result, the proceeds of \$55,875.52 from this release, representing the full amount of the paving project costs, are available to reimburse any property owners that have already paid their assessments in full or in part (including the City at large), and to eliminate any further payments (including principal and interest) due from any of the property owners within the district.

Attached is a resolution proposed by the City Attorney that formalizes this action.

IT IS RECOMMENDED that the attached resolution be adopted and that the City Manager and / or his designee(s) be authorized to utilize the bond proceeds as delineated therein.

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

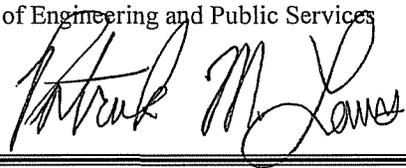
*Net cost to the City for the overall project is zero, but approval of this resolution will offset costs already incurred.

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:** Sept. 1, 2010

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: September 7, 2010

RESOLUTION

RESOLVED that the funds received from Lexon Insurance Company in the amount of \$55,875.22 incident to bond number 1012036 issued on behalf of Creative Land Design shall be used to pay for the cost of improvements made pursuant to Paving Special Assessment District Number 331. Any amount paid in excess of the actual cost, if any, shall be refunded ratably to those by whom it was paid.